



Rizzetta & Company

# **Veranda Community Development District II**

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## **Board of Supervisors' Meeting September 2, 2025**

**District Office:  
8529 South Park Circle  
Suite 330  
Orlando, FL 32819**

# VERANDA COMMUNITY DEVELOPMENT DISTRICT II

<b>Board of Supervisors</b>	Austin Burr Ben Meyers Ted Charron Marilyn Lebowitz Luke Rector	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Brian Mendes	Rizzetta & Company, Inc.
<b>District Counsel</b>	Jonathan Johnson	Kutak Rock LLP.
<b>District Engineer</b>	Roberto Cabrera	Culpepper & Terpening, Inc.

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

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

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 (407) 472-2471. 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 · Orlando, Florida · (407) 472-2471  
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

[www.verandacdd2.org](http://www.verandacdd2.org)

August 21, 2025

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

**FINAL AGENDA**

Dear Board Members:

The meeting of the Board of Supervisors of the Veranda Community Development District II will be held on **September 2, 2025, at 11:00 a.m.** at the **Home2 Suites By Hilton Stuart located at 1440 NW Federal Hwy, Stuart, FL 34994**. The following is the final agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. COMMUNITY UPDATES**
  - A. Superior Waterway's Lake Report..... Tab 1
  - B. Premier Lakes Service Report..... Tab 2
- 4. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of Meeting from the Regular Board of Supervisors Meeting held on May 29, 2025 ..... Tab 3
  - B. Ratification of Operation and Maintenance Expenditures for May – July 2025 ..... Tab 4
- 5. BUSINESS ITEMS**
  - A. Ratification of District Items ..... Tab 5
    1. Chair's Acceptance of the FY 2024 Financial Audit
    2. Lake Maintenance Agreement
    3. Landscape Maintenance Agreement
    4. Hurricane Season Preparedness Agreement
    5. Agreement for Artwork Maintenance
  - B. Consideration of Impact Landscaping & Irrigation Proposals..... Tab 6
    1. Becker Oak Tree Replacement Proposal
    2. Sylvester Removal Proposal
  - C. Consideration of Annual Hoover Maintenance Agreement ..... Tab 7
  - D. Consideration of Premier Lakes, Littoral Test Planting Proposal..... Tab 8
  - E. Consideration of Midge Treatment Proposal ..... Tab 9
  - F. Public Hearing on Fiscal Year 2025-2026, Final Budget
    1. Consideration of Resolution 2025-07, Adopting FY 25/26 Final Budget ..... Tab 10
  - G. Public Hearing on Fiscal Year 2025-2026, Special Assessments
    1. Consideration of Resolution 2025-08, Imposing Special Assessments ..... Tab 11
  - H. Consideration of Resolution 2025-09, Adopting FY 25/26 Meeting Schedule ..... Tab 12
- 6. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager ..... Tab 13
    1. Website Audit
    2. Quarterly Newsletter Update
- 7. SUPERVISOR REQUESTS AND COMMENTS**
- 8. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (407) 472-2471.

Very truly yours,

*Brian Mendes*

Brian Mendes  
District Manager



## **Tab 1**

# WATERWAY MANAGEMENT REPORT



Toll free: 1-877-966-9333 • Fax: (561) 844-9629  
www.superiorwaterway.com

CUSTOMER Veranda CDD TECHNICIAN Bul DATE 6-2-25

TEMPERATURE (°F) 

<55	55-65	66-75
<u>76-85</u>	86-95	96+

 CLOUD COVER 

Clear	25-50%
50-75%	<u>Overcast</u>

 WIND 

<u>0-5</u>	6-10
11-15	16+

Lake #'s	<u>19, 20, 22</u>	<u>22</u>				
Weeds Treated	<u>Tg Aw Pw</u>	<u>Tg Aw Pw</u>				

**KEY** A = Algae Ch = Chara Hyg = Hygrophila Pr = Primrose Ta = Tape Grass  
Aw = Alligatorweed Co = Coontail Ip = Illinois Pondweed Ru = Ruppia Tg = Torpedograss  
Bt = Baby Tears Cb = Cuban Bulrush Lm = Limnophila Sag = Sago Pondweed Wh = Water Hyacinths  
Ba = Bacopa Dw = Duckweed Mf = Mosquito Fern Sa = Salvinia Wl = Water Lettuce  
Bl = Banana Lilies Fw = Fanwort N = Naiad Sd = Sedges Wli = Water Lilies  
Bw = Bladderwort Gb = Giant Bulrush Pw = Pennywort Ss = Slender Spikerush Wm = Water Meal  
Ct = Cattails Hy = Hydrilla Pa = Planktonic Algae Sp = Spatterdock Wt = Wild Taro

REMARKS: I inspected the lakes & treated bank  
vegetation

## WATER TESTING (COMBINED AVERAGE)

TEMPERATURE H <sub>2</sub> O (°F)	<input type="checkbox"/> High 85-95	<input type="checkbox"/> Normal 75-86	<input type="checkbox"/> Low 75 <
DISSOLVED OXYGEN (ppm.)	<input type="checkbox"/> High 6-8	<input type="checkbox"/> Normal 4 -6	<input type="checkbox"/> Low 4 <
pH READING	<input type="checkbox"/> Acid 1-7	<input type="checkbox"/> Neutral 7	<input type="checkbox"/> Base 7 - 14
WATER CLARITY (Ft.)	<input type="checkbox"/> Good 6 >	<input type="checkbox"/> Fair 4-5	<input type="checkbox"/> Poor 4 <

## FISH/WILDLIFE OBSERVATIONS

FISH	<input type="checkbox"/> Largemouth Bass	<input type="checkbox"/> Bream	<input type="checkbox"/> Sunshine Bass	<input type="checkbox"/> Catfish	<input type="checkbox"/> Triploid Grass Carp
	<input type="checkbox"/> Mosquitofish	<input type="checkbox"/> Oscar	<input type="checkbox"/> Suckermouth Catfish	<input type="checkbox"/> Peacock Bass	<input type="checkbox"/> Mayan Cichlid
	<input type="checkbox"/> Snakehead	<input type="checkbox"/> Tilapia	<input type="checkbox"/> Florida Gar	<input type="checkbox"/> Piranha	<input type="checkbox"/> Clown Knife Fish
WILDLIFE	<input type="checkbox"/> Alligator	<input type="checkbox"/> Turtle	<input type="checkbox"/> Otter	<input type="checkbox"/> Iguana	<input type="checkbox"/> Fox
	<input type="checkbox"/> Snake	<input type="checkbox"/> Wild Hog	<input type="checkbox"/> Raccoon	<input type="checkbox"/> Coyote	<input type="checkbox"/> Manatee
BIRDS	<input type="checkbox"/> Egret	<input type="checkbox"/> Muscovies	<input type="checkbox"/> Coot	<input type="checkbox"/> Bald Eagle	<input type="checkbox"/> Osprey
	<input type="checkbox"/> Anhinga	<input type="checkbox"/> Cormorant	<input type="checkbox"/> Wild Ducks	<input type="checkbox"/> Ibis	<input type="checkbox"/> Wood Stork
	<input type="checkbox"/> Limpkin	<input type="checkbox"/> Pelican	<input type="checkbox"/> Sandhill Crane	<input type="checkbox"/> Tricolored Heron	<input type="checkbox"/> Roseate Spoonbill
	<input type="checkbox"/> Moorhen	<input type="checkbox"/> Snail Kite	<input type="checkbox"/> Little Blue Heron	<input type="checkbox"/> Green Heron	<input type="checkbox"/> Great Blue Heron

OTHER: \_\_\_\_\_

**Weed & Algae Control • Fountains & Aeration • Preserve Restoration  
Fish Stocking • Wetland Planting & Maintenance • Water Clarification**

# WATERWAY MANAGEMENT REPORT

## Superior Waterway Services, Inc.



Toll free: 1-877-966-9333 • Fax: (561) 844-9629  
www.superiorwaterway.com

CUSTOMER Veranda CDD TECHNICIAN Built DATE 7-7-25

TEMPERATURE (°F)	<55	55-65	66-75	CLOUD COVER	Clear	25-50%	WIND	0-5	6-10
	76-85	86-95	96+		50-75%	Overcast		11-15	16+

Lake #'s					
Weeds Treated					

**KEY**

A = Algae	Ch = Chara	Hyg = Hygrophila	Pr = Primrose	Ta = Tape Grass
Aw = Alligatorweed	Co = Coontail	Ip = Illinois Pondweed	Ru = Ruppia	Tg = Torpedograss
Bt = Baby Tears	Cb = Cuban Bulrush	Lm = Limnophila	Sag = Sago Pondweed	Wh = Water Hyacinths
Ba = Bacopa	Dw = Duckweed	Mf = Mosquito Fern	Sa = Salvinia	Wl = Water Lettuce
Bl = Banana Lilies	Fw = Fanwort	N = Naiad	Sd = Sedges	Wli = Water Lilies
Bw = Bladderwort	Gb = Giant Bulrush	Pw = Pennywort	Ss = Slender Spikerush	Wm = Water Meal
Ct = Cattails	Hy = Hydrilla	Pa = Planktonic Algae	Sp = Spatterdock	Wt = Wild Taro

REMARKS: I inspected the lakes & removed garbage  
Water level high.

### WATER TESTING (COMBINED AVERAGE)

TEMPERATURE H <sub>2</sub> O (°F)	<input type="checkbox"/> High 85-95	<input type="checkbox"/> Normal 75-86	<input type="checkbox"/> Low 75 <
DISSOLVED OXYGEN (ppm.)	<input type="checkbox"/> High 6-8	<input type="checkbox"/> Normal 4 -6	<input type="checkbox"/> Low 4 <
pH READING	<input type="checkbox"/> Acid 1-7	<input type="checkbox"/> Neutral 7	<input type="checkbox"/> Base 7 - 14
WATER CLARITY (Ft.)	<input type="checkbox"/> Good 6 >	<input type="checkbox"/> Fair 4-5	<input type="checkbox"/> Poor 4 <

### FISH/WILDLIFE OBSERVATIONS

FISH	<input type="checkbox"/> Largemouth Bass	<input type="checkbox"/> Bream	<input type="checkbox"/> Sunshine Bass	<input type="checkbox"/> Catfish	<input type="checkbox"/> Triploid Grass Carp
	<input type="checkbox"/> Mosquitofish	<input type="checkbox"/> Oscar	<input type="checkbox"/> Suckermouth Catfish	<input type="checkbox"/> Peacock Bass	<input type="checkbox"/> Mayan Cichlid
	<input type="checkbox"/> Snakehead	<input type="checkbox"/> Tilapia	<input type="checkbox"/> Florida Gar	<input type="checkbox"/> Piranha	<input type="checkbox"/> Clown Knife Fish
WILDLIFE	<input type="checkbox"/> Alligator	<input type="checkbox"/> Turtle	<input type="checkbox"/> Otter	<input type="checkbox"/> Iguana	<input type="checkbox"/> Fox
	<input type="checkbox"/> Snake	<input type="checkbox"/> Wild Hog	<input type="checkbox"/> Raccoon	<input type="checkbox"/> Coyote	<input type="checkbox"/> Manatee
BIRDS	<input type="checkbox"/> Egret	<input type="checkbox"/> Muscovies	<input type="checkbox"/> Coot	<input type="checkbox"/> Bald Eagle	<input type="checkbox"/> Osprey
	<input type="checkbox"/> Anhinga	<input type="checkbox"/> Cormorant	<input type="checkbox"/> Wild Ducks	<input type="checkbox"/> Ibis	<input type="checkbox"/> Wood Stork
	<input type="checkbox"/> Limpkin	<input type="checkbox"/> Pelican	<input type="checkbox"/> Sandhill Crane	<input type="checkbox"/> Tricolored Heron	<input type="checkbox"/> Roseate Spoonbill
	<input type="checkbox"/> Moorhen	<input type="checkbox"/> Snail Kite	<input type="checkbox"/> Little Blue Heron	<input type="checkbox"/> Green Heron	<input type="checkbox"/> Great Blue Heron

OTHER: ✓

**Weed & Algae Control • Fountains & Aeration • Preserve Restoration  
Fish Stocking • Wetland Planting & Maintenance • Water Clarification**

## **Tab 2**



1936 Bruce B Downs Blvd Suite 308  
Wesley Chapel FL 33543  
(844) 525-3735,  
CustomerSupport@PremierLakesFL.com

# Work Order

DATE	07/16/2025 -
TECH(S)	Chance Williams
JOB #	1069849472

CUSTOMER
Veranda II CDD Brian Mendes SE Veranda Gardens Blvd Port St Lucie, FL, 32984 (407) 472-2471  BMendes@rizzetta.com

SERVICE LOCATION
Veranda II CDD  SE Veranda Gardens Blvd Port St Lucie, FL, 32984 (407) 472-2471  BMendes@rizzetta.com

JOB DETAILS	Annual Lake Maintenance
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JOB CATEGORY	Annual Lake Maintenance
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COMPLETION NOTES	Inspected all lakes. Treated all lakes for shoreline grasses and aquatic invasive species. Ver oaks lake 3 was inspect only.
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1936 Bruce B Downs Blvd Suite 308  
Wesley Chapel FL 33543  
(844) 525-3735,  
CustomerSupport@PremierLakesFL.com

# Work Order

DATE	07/28/2025 -
TECH(S)	Chance Williams
JOB #	1069849878

CUSTOMER
Veranda II CDD Brian Mendes SE Veranda Gardens Blvd Port St Lucie, FL, 32984 (407) 472-2471  BMendes@rizzetta.com

SERVICE LOCATION
Veranda II CDD  SE Veranda Gardens Blvd Port St Lucie, FL, 32984 (407) 472-2471  BMendes@rizzetta.com

JOB DETAILS	Annual Lake Maintenance
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JOB CATEGORY	Annual Lake Maintenance
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COMPLETION NOTES	Inspected all lakes. Treated all lakes for shoreline grasses and aquatic invasive species. Treated lakes VP1 and VP8 for aquatic submersed invasive species.
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## **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 meeting of the Board of Supervisors of the Veranda Community Development District II was held on **May 29, 2025, at 11:07 a.m.** at the **Home2Suites By Hilton Stuart located at 1440 NW Federal Hwy, Stuart, FL 34994**. Following is the agenda for the meeting.

Austin Burr	<b>Board Supervisor, Chairman</b>
Ben Meyers	<b>Board Supervisor, Vice Chairman</b>
Luke Rector	<b>Board Supervisor, Assistant Secretary</b>
Ted Charron	<b>Board Supervisor, Assistant Secretary</b>
Marilyn Lebowitz	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Brian Mendes	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Bill Kurth	<b>Lake Maintenance Vendor, Premier Lakes</b>
Wes Haber	<b>District Counsel, Kutak Rock</b>
	(via phone)
Roberto Cabrera	<b>District Engineer, Culpepper &amp; Terpening</b>
	(via phone)

Audience	<b>Present</b>
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**FIRST ORDER OF BUSINESS****Call to Order/Roll Call**

Mr. Mendes called the meeting to order at 11:07 a.m. and confirmed a quorum.

**SECOND ORDER OF BUSINESS****Audience Comments on the Agenda Items**

No comments.

**THIRD ORDER OF BUSINESS****Superior Waterway's Lake Report**

Mr. Mendes presented the lake report to the Board of Supervisors and asked if they were any questions. There were none.

**FOURTH ORDER OF BUSINESS****Consideration of Resolution 2025-06, Designating Officers**

Mr. Mendes presented the resolution to the Board of Supervisors and asked if there were any questions. There were none.



On a motion by Mr. Burr, seconded by Mr. Meyers, with all in favor, the Board adopted Resolution 2025-06, Designating Officers, for Veranda Community Development District II.

## **FIFTH ORDER OF BUSINESS**

### **Consideration of Minutes of the Regular Meeting held on April 15, 2025**

Mr. Mendes presented the minutes from the meeting held on April 15, 2025 and asked if any changes were requested.

Mr. Charron noted a needed revision in the first order of business for the meeting minutes.

On a motion by Mr. Burr, seconded by Mr. Meyers, with all in favor, the Board approved the Minutes of the Board of Supervisors Meeting held on April 15, 2025, substantial form, for Veranda Community Development District II.

## **SIXTH ORDER OF BUSINESS**

### **Ratification of Operation and Maintenance Expenditures for March – April 2025**

Mr. Mendes reviewed the operation and maintenance expenditures with the Board and asked if there were any questions. There were no questions regarding any of the expenditures.

On a motion by Mr. Burr, seconded by Mr. Rector, with all in favor, the Board ratified Operation and Maintenance Expenditures for March 2025 (\$47,809.16) and April 2025 (\$40,464.28), for Veranda Community Development District II.

## **SEVENTH ORDER OF BUSINESS**

### **Consideration of Annual Lake Maintenance Proposal**

Mr. Mendes briefed the proposal to the Board and asked if they had any questions.

Mr. Burr stated fountains should be the responsibility of the HOA.

Discussion ensued amongst the Board regarding the proposal and requested the bid is revised to state “twenty-two lakes”.

Mr. Kurth presented the proposal to the Board in detail and asked if they had any questions.

Mr. Kruth briefed the Board about his extensive experience and background, adding that Primer Lakes provides excellent services.

The Board excused Mr. Kruth out of the meeting and discussion ensued amongst the Board regarding the presented proposal.

Mr. Mendes provided details regarding the termination of Superior Lakes.

Mr. Mendes stated that Premier Lakes will start July 1<sup>st</sup>.

Mr. Haber requested a motion from the Board to terminate Superior Lakes.

On a motion by Mr. Burr, seconded by Mr. Meyers, with all in favor, the Board of Supervisors approved the termination of Superior Lakes, for Veranda Community Development District II.

On a motion by Mr. Burr, seconded by Mr. Charron, with all in favor, the Board of Supervisors approved the Premier Lakes Annual Lake Maintenance Proposal, in substantial form pending a revised bid, for Veranda Community Development District II.

## **EIGHTH ORDER OF BUSINESS**

### **Consideration of Hurricane Season Preparedness Proposal**

Mr. Mendes presented the proposal to the Board of Supervisors and asked if they had any questions.

On a motion by Mr. Burr, seconded by Mr. Rector, with all in favor, the Board of Supervisors approved the Hurricane Season Preparedness Proposal, for Veranda Community Development District II.

## **NINTH ORDER OF BUSINESS**

### **Consideration of Resolution 2025-05, Approving 25/26 Proposed Budget & Setting Public Hearing**

Mr. Mendes presented the resolution to the Board and asked if they had any questions.

The Board requested the hearing take place August 19<sup>th</sup>.

Mr. Mendes reviewed the budget in detail by line item with the Board of Supervisors.

Discussion ensued amongst the Board and District Staff regarding the reserve.

Mr. Charron inquired about the property appraiser.

Mr. Haber responded to the inquiry.

Mr. Burr commented regarding the proposed budgets and not to exceed amounts.

On a motion by Mr. Burr, seconded by Mr. Meyers, with all in favor, the Board of Supervisors adopted Resolution 2025-05, Approving 25/26 Proposed Budget & Setting Public Hearing, for Veranda Community Development District II.

**TENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

No Report.

**B. District Engineer**

Mr. Burr commented that the Board is working on finalizing the District Engineer survey.

Mr. Cabrera reviewed the ongoing project regarding the storm system with the Board of Supervisors.

Mr. Cabrera reviewed areas throughout the subdivisions being worked on.

Discussion ensued amongst the Board and District Staff regarding the inspections on the Northeast side of Becker Road for the storm system.

The Board Supervisors noted the comments regarding of elevation.

Mr. Burr commented that the Lake Liner project permit was approved, and requested District Staff to gather bids.

**C. District Manager**

1. Website Audit

2. Presentation of Registered Voter Count

Mr. Mendes reviewed the website audit and other District items with the Board of Supervisors.

Mr. Mendes stated that he is working with Comet regarding the needed bollard repairs.

Mr. Burr requested that Comet meet with the District Staff.

Mr. Charron stated that he will provide new electrician information.

**ELEVENTH ORDER OF BUSINESS**

**Audience Comments and  
Supervisor Requests**

No comments

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Burr, seconded by Mr. Charron, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 12:06 p.m. for Veranda Community Development District II.

*[SIGNATURES ON FOLLOWING PAGE]*

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

DRAFT

## **Tab 4**

# VERANDA COMMUNITY DEVELOPMENT DISTRICT II

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District Office · St. Augustine, FL 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.VERANDACDD2.ORG

## **Operation and Maintenance Expenditures May 2025 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2025 through May 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$62,586.54**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Veranda Community Development District II

## Paid Operation & Maintenance Expenditures

May 1, 2025 Through May 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Bowman Consulting Group, Ltd.	300034	480123	Engineering Services for Veranda Gardens 02/25	\$2,999.25
Bowman Consulting Group, Ltd.	300034	489716	Re-model Existing StrmWtr 04/25	\$1,737.50
Clean Space Pressure Washing	300024	INV-002976	Monument Pressure Wash 04/25	\$275.00
EW Consultants, Inc.	300032	29517	Engineering Fees - Exotic Maintenance 08/24	\$12,000.00
EW Consultants, Inc.	300032	29645	Engineering Fees - Exotic Maintenance 09/24	\$6,000.00
Florida Power & Light Company	20250520-1	68416-19403 04/25 ACH	1462 SE BECKER RD # IRR PUMP 04/25	\$55.32
Florida Power & Light Company	20250520-1	86852-19407 04/25 ACH	1500 SE BECKER RD # B 04/25	\$41.82
Florida Power & Light Company	20250520-1	90037-09400 04/25 ACH	942 SE Becker RD # IRR PMP 04/25	\$376.96
Gannett Florida LocaliQ	300030	0007091981	Legal Advertising 04/25	\$94.12
Grau & Associates, P.A.	300027	27568	Audit Services FY 24/25	\$800.00
Impact Landscaping & Irrigation, LLC	300035	INV-73629	Irrigation Repair 04/25	\$845.50
Impact Landscaping & Irrigation, LLC	300035	INV-73682	Landscape Maintenance 05/25	\$16,028.00
Kutak Rock, LLP	300025	3554897	Legal Services 03/25	\$2,167.50
Rizzetta & Company, Inc.	300026	INV0000098867	District Management Fees 05/25	\$5,096.59



## Veranda Community Development District II

### Paid Operation & Maintenance Expenditures

May 1, 2025 Through May 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	300029	INV0000099009	Assessment Roll FY24/25	\$5,736.00
Superior Waterway Services, Inc.	300028	105667	Lake Maintenance 05/25	\$1,473.60
U.S. Bank	300033	7727733	Trustee Fees - Bond Series 2021 04/25	\$6,734.38
Wynne Building Corporation	300031	050825 Wynne	Wynne Building Corporation for Meeting Room Rental 05/25	<u>\$125.00</u>
<b>Report Total</b>				<b><u>\$ 62,586.54</u></b>

# VERANDA COMMUNITY DEVELOPMENT DISTRICT II

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District Office · St. Augustine, FL 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.VERANDACDD2.ORG

## **Operation and Maintenance Expenditures June 2025 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2025 through June 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$117,478.62**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Veranda Community Development District II

## Paid Operation & Maintenance Expenditures

June 1, 2025 Through June 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Bowman Consulting Group, Ltd.	300006	497806	Peer Review of Existing Stormwater Mgmt 05/25	\$26,075.00
Clean Space Pressure Washing	300037	INV-002985	Monument Pressure Wash 06/25	\$275.00
Comet Electric & Automation	300003	92030	Becker Rd Roundabout Spare 05/02/25	\$1,954.00
Comet Electric & Automation	300003	92031	Becker Rd Roundabout Replacement 05/25	\$9,558.00
Comet Electric & Automation	300004	92095	Becker Rd Roundabout Spares - supplies to be kept in warehouse	\$4,494.00
Comet Electric & Automation	300004	92096	Becker Rd Roundabout Install 06/25	\$475.00
Culpepper & Terpening, Inc.	300005	101484	2024 Bond Services - District Engineering 12/24	\$26,635.05
Culpepper & Terpening, Inc.	300005	101486	2025 Services - District Engineering 04/25	\$15,082.50
Florida Power & Light Company	20250617-1	68416-19403 05/25 ACH	1462 SE BECKER RD # IRR PUMP 05/25	\$44.09
Florida Power & Light Company	20250617-1	86852-19407 05/25 ACH	1500 SE BECKER RD # B 05/25	\$39.12
Florida Power & Light Company	20250617-1	90037-09400 05/25 ACH	942 SE Becker RD # IRR PMP 05/25	\$142.55
Gannett Florida LocaliQ	300038	0007147299	Legal Advertising 05/25	\$94.12
Impact Landscaping & Irrigation, LLC	300039	INV-74099	Landscape Maintenance 05/25	\$4,272.00
Impact Landscaping & Irrigation, LLC	300039	INV-74100	Landscape Maintenance 06/25	\$16,028.00

## Veranda Community Development District II

### Paid Operation & Maintenance Expenditures

June 1, 2025 Through June 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Impact Landscaping & Irrigation, LLC	300040	INV-74056	Irrigation Repair 05/25	\$668.00
Impact Landscaping & Irrigation, LLC	300046	INV-73681	Landscape Maintenance 05/25	\$4,272.00
Luke Rector	300041	LR052925	Board of Supervisors Meeting 05/29/25	\$200.00
Marilyn Lebowitz	300042	ML052925	Board of Supervisors Meeting 05/29/25	\$200.00
Rizzetta & Company, Inc.	300036	INV0000099644	District Management Fees 06/25	\$5,096.59
Robert A Burr	300043	AB052925	Board of Supervisors Meeting 05/29/25	\$200.00
Superior Waterway Services, Inc.	300044	106490	Lake Maintenance 06/25	\$1,473.60
Theodore H. Charron	300045	TC052925	Board of Supervisors Meeting 05/29/25	<u>\$200.00</u>
<b>Report Total</b>				<b><u>\$ 117,478.62</u></b>

# VERANDA COMMUNITY DEVELOPMENT DISTRICT II

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District Office · St. Augustine, FL 32084

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WWW.VERANDACDD2.ORG

## **Operation and Maintenance Expenditures July 2025 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2025 through July 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$185,815.89**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Veranda Community Development District II

## Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Florida Power & Light Company	20250721-1	68416-19403 06/25 ACH	1462 SE Becker Road # IRR Pump 06/25	\$37.28
Florida Power & Light Company	20250721-1	86852-19407 06/25 ACH	1500 SE Becker Road # B 06/25	\$41.91
Florida Power & Light Company	20250721-1	90037-09400 06/25 ACH	942 SE Becker RD # IRR PMP 06/25	\$111.63
Impact Landscaping & Irrigation, LLC	300007	INV-74542	Becker Road Landscaping 07/25	\$74,868.00
Impact Landscaping & Irrigation, LLC	300007	INV-74697	Becker Road Landscaping 07/25	\$78,236.00
Impact Landscaping & Irrigation, LLC	300051	INV-74467	Irrigation Repair 06/25	\$1,481.50
Impact Landscaping & Irrigation, LLC	300051	INV-74510	Landscape Maintenance 07/25	\$16,028.00
Impact Landscaping & Irrigation, LLC	300051	INV-74511	Landscape Maintenance 07/25	\$4,272.00
Kutak Rock, LLP	300049	3584192	Legal Services 05/25	\$839.00
Premier Lakes, Inc.	300053	2523	Annual Lake Maintenance 07/25	\$1,771.00
Rizzetta & Company, Inc.	300047	INV00000100458	District Management Fees 07/25	\$5,096.59
School Now	300058	INV-SN-885	School Now CDD ADA-PDF 07/25	\$384.38
Superior Waterway Services, Inc.	300052	107164	Lake Maintenance 07/25	\$1,473.60
Universal Engineering Sciences, Inc	300056	00929354	Estates SWPPP 05/25	\$175.00

## Veranda Community Development District II

### Paid Operation & Maintenance Expenditures

July 1, 2025 Through July 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Veranda St. Lucie Land Holdings, LLC	300050	062725	Veranda St. Lucie Reimbursement for Payment on Universal Engineering Invoice	\$875.00
Wynne Building Corporation	300054	071825	Wynne Wynne Building Corporation for Meeting Room Rental 07/25	<u>\$125.00</u>
<b>Report Total</b>				<b><u>\$ 185,815.89</u></b>

## **Tab 5**



Brian,

Veranda II Bay Community Development District Audited Financial Statements for the year ended September 30, 2024.

Presentation of the audited financial statements to the BOS:

The financial statements of the District are required to be audited pursuant to the requirements outlined in Florida Statutes Chapter 218. The Audited financial statements should be evaluated based on several items: The Auditor's Report, the financial statements and the notes to the financial statements, the Report on Internal Control and the Management Letter.

**Auditor's Opinion -**

An unqualified opinion is the Auditor's opinion of the financial statements, given without any reservations. Such an opinion basically states that the auditor feels the District followed all accounting rules appropriately and that the financial reports are an accurate representation of the District's financial condition.

Is the Auditor's opinion unqualified for this district ☒ YES NO (Circle one.)

See pages 1-2 of audit report.

**Financial Statements and the Notes to the Financial Statements -**

The financial statements themselves are presented in accordance with generally accepted accounting principles and include the notes to the financial statements. The phrase "see notes to the financial statements" (or similar wording) is a phrase you will see at the bottom of the financial statements. This means that reading the notes in conjunction with the financial statements will provide a more complete picture of the District's financial position and the results of its operations. The notes serve to explain, clarify, and expand upon the figures presented in the financial statements, and provide some additional information as well.

**Report on Internal Control -**

Report on Internal Control over financial reporting and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards. The auditor includes this report to specifically identify any internal control deficiencies or instances of noncompliance with laws, regulations and contracts.

Instances or adverse findings reported for this district YES ☒ NO (Circle one.) If yes, see further explanation below.

See pages 26-27

**Management Letter -**

The Management Letter is issued pursuant to the rules of the Auditor General of the State of Florida. This report is issued by the auditors to present any findings or recommendations the auditors may have as well as the status of any findings that may have been identified in the prior year. This report also identifies compliance with the provisions of the Auditor General of the State of Florida.

Instances or adverse findings reported for this district in the current year	YES	<input checked="" type="radio"/> NO
Instances or adverse findings reported for this district in the prior year	YES	<input checked="" type="radio"/> NO

(Circle one.) If yes, see further explanation below.

See pages 29-30

If there are any questions with the audit report, the numbers or any of the disclosures, please contact Michelle White.

Please let me know when the BOS accepts the report.

Thanks,

Michelle

**VERANDA  
COMMUNITY DEVELOPMENT DISTRICT II  
PORT ST. LUCIE, FLORIDA  
FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2024**

**VERANDA COMMUNITY DEVELOPMENT DISTRICT II  
PORT ST. LUCIE, FLORIDA**

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# Grau & Associates

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
Veranda Community Development District II  
Port St. Lucie, Florida

### Report on the Audit of the Financial Statements

#### ***Opinions***

We have audited the accompanying financial statements of the governmental activities and each major fund of Veranda Community Development District II, Port St. Lucie, Florida ("District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2024, and the respective changes in financial position thereof for the fiscal year then ended in conformity with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities of Management for the Financial Statements***

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Other Information Included in the Financial Report***

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 4, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

David J. Ascorra

June 4, 2025

## MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Veranda Community Development District II, Port St. Lucie, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2024. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

### FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$12,393,107.
- The change in the District's total net position in comparison with the prior fiscal year was \$7,586,294, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2024, the District's governmental funds reported combined ending fund balances of \$6,393,137, an increase of \$2,523,513 in comparison with the prior fiscal year. The total fund balance is non-spendable for prepaid items and deposits, restricted for debt service, capital projects and stormwater management, and the remainder is unassigned fund balance in the general fund which is available for spending at the District's discretion.

### OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessments and Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

#### Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

## OVERVIEW OF FINANCIAL STATEMENTS (Continued)

### Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund, and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

### Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

## GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION SEPTEMBER 30,		
	2024	2023 (Restated)
Assets, excluding capital assets	\$ 9,674,404	\$ 5,930,142
Capital assets	49,165,401	39,930,845
Total assets	58,839,805	45,860,987
Current liabilities	4,130,504	2,425,974
Long-term liabilities	42,317,194	38,629,200
Total liabilities	46,447,698	41,055,174
Net Position		
Net investment in capital assets	6,895,058	927,698
Restricted	5,130,516	3,552,627
Unrestricted	366,533	325,488
Total net position	\$ 12,392,107	\$ 4,805,813

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.



## GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2024	2023 (Restated)
Revenues:		
Program revenues		
Charges for services	\$ 5,248,055	\$ 4,139,122
Operating grants and contributions	214,740	60,937
Capital grants and contributions	4,993,657	1,548,326
General revenues		
Unrestricted investment earnings	24,723	15,089
Miscellaneous	256,607	226,675
Total revenues	10,737,782	5,990,149
Expenses:		
General government	163,139	151,810
Maintenance and operations	424,770	353,951
Interest on long-term debt	1,886,103	1,358,178
Bond issuance costs	677,476	-
Total expenses	3,151,488	1,863,939
Change in net position	7,586,294	4,126,210
Net position - beginning, as previously stated	4,805,813	11,240,041
prior period adjustment	-	(10,560,438)
Net position - ending	\$ 12,392,107	\$ 4,805,813

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2024, was \$3,151,488. The costs of the District's activities were primarily funded by program revenues. Program revenues are comprised primarily of assessments and Developer contributions. The increase in program revenues is mainly due to an increase of Developer contribution related to the construction in the current fiscal year. In total, expenses increased from the prior fiscal year. The majority of the increase is due to an increase in interest expense as well as bond issuance costs in the current year.

## GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

## CAPITAL ASSETS AND DEBT ADMINISTRATION

### Capital Assets

At September 30, 2024, the District had \$49,165,401 invested in capital assets for its governmental activities. No depreciation has been taken as the assets are still under construction. More detailed information about the District's capital assets is presented in the notes to the financial statements.

### Capital Debt

At September 30, 2024, the District had \$42,485,000 Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes to the financial statements.

## ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

It is anticipated that the general operations of the District will increase in subsequent fiscal years as the District is built out.

## CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact Veranda Community Development District II's Accounting Department at 3434 Colwell Ave, Suite 200, Tampa, Florida 33614.

## **FINANCIAL STATEMENTS**

**VERANDA  
COMMUNITY DEVELOPMENT DISTRICT II  
PORT ST. LUCIE, FLORIDA  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2024**

	Governmental Activities
<hr/>	
ASSETS	
Cash	\$ 3,127,707
Due from Developer	1,611,882
Assessments receivable	373,188
Prepaid items	5,759
Restricted assets:	
Investments	4,555,868
Capital assets	
Non-depreciable assets	49,165,401
Total assets	<hr/> 58,839,805 <hr/>
LIABILITIES	
Accounts payable and accrued expenses	2,322,432
Contracts and retainage payable	946,794
Due to Developer	12,041
Accrued interest payable	849,237
Non-current liabilities:	
Due within one year	805,000
Due in more than one year	41,512,194
Total liabilities	<hr/> 46,447,698 <hr/>
NET POSITION	
Net investment in capital assets	6,895,058
Restricted for debt service	3,961,496
Restricted for stormwater management	1,169,020
Unrestricted	366,533
Total net position	<hr/> \$ 12,392,107 <hr/>

See notes to the financial statements

**VERANDA**  
**COMMUNITY DEVELOPMENT DISTRICT II**  
**PORT ST. LUCIE, FLORIDA**  
**STATEMENT OF ACTIVITIES**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Primary government:					
Governmental activities:					
General government	\$ 163,139	\$ 163,139	\$ -	\$ 4,769,082	\$ 4,769,082
Maintenance and operations	424,770	422,191	-	224,575	221,996
Bond issuance costs	677,476	-	-	-	(677,476)
Interest on long-term debt	1,886,103	4,662,725	214,740	-	2,991,362
Total governmental activities	3,151,488	5,248,055	214,740	4,993,657	7,304,964
General revenues:					
Unrestricted investment earnings					24,723
Miscellaneous					256,607
Total general revenues					281,330
Change in net position					7,586,294
Net position - beginning, restated					4,805,813
Net position - ending					\$ 12,392,107

See notes to the financial statements

**VERANDA  
COMMUNITY DEVELOPMENT DISTRICT II  
PORT ST. LUCIE, FLORIDA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2024**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
<b>ASSETS</b>				
Cash	\$ 1,549,225	\$ 19,764	\$ 1,558,718	\$ 3,127,707
Investments	-	4,417,781	138,087	4,555,868
Due from Developer	-	-	1,611,882	1,611,882
Assessment receivable	-	373,188	-	373,188
Prepaid items and deposits	5,759	-	-	5,759
Total assets	<u>\$ 1,554,984</u>	<u>\$ 4,810,733</u>	<u>\$ 3,308,687</u>	<u>\$ 9,674,404</u>
<b>LIABILITIES, AND FUND BALANCES</b>				
Liabilities:				
Accounts payable and accrued liabilities	\$ 19,431	\$ -	2,303,001	\$ 2,322,432
Due to Developer	-	-	12,041	12,041
Contracts and retainage payable	-	-	946,794	946,794
Total liabilities	<u>19,431</u>	<u>-</u>	<u>3,261,836</u>	<u>3,281,267</u>
Fund balances:				
Nonspendable:				
Prepaid items and deposits	5,759	-	-	5,759
Restricted for:				
Debt service	-	4,810,733	-	4,810,733
Capital projects	-	-	46,851	46,851
Stormwater management	1,169,020	-	-	1,169,020
Unassigned	360,774	-	-	360,774
Total fund balances	<u>1,535,553</u>	<u>4,810,733</u>	<u>46,851</u>	<u>6,393,137</u>
Total liabilities and fund balances	<u>\$ 1,554,984</u>	<u>\$ 4,810,733</u>	<u>\$ 3,308,687</u>	<u>\$ 9,674,404</u>

See notes to the financial statements

**VERANDA  
COMMUNITY DEVELOPMENT DISTRICT II  
PORT ST. LUCIE, FLORIDA  
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2024**

Fund balance - governmental funds		\$ 6,393,137
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets in the net position of the government as a

Cost of capital assets	49,165,401	
Accumulated depreciation	-	49,165,401

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(849,237)	
Bonds payable	(42,317,194)	(43,166,431)

Net position of governmental activities		\$ 12,392,107
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See notes to the financial statements

**VERANDA  
COMMUNITY DEVELOPMENT DISTRICT II  
PORT ST. LUCIE, FLORIDA  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
<b>REVENUES</b>				
Developer contributions	\$ -	\$ -	\$ 4,942,636	\$ 4,942,636
Assessments	585,330	4,662,725	-	5,248,055
Miscellaneous revenues	256,607	-	-	256,607
Interest revenues	24,723	214,740	224,575	464,038
Total revenues	866,660	4,877,465	5,167,211	10,911,336
<b>EXPENDITURES</b>				
Current:				
General government	163,139	-	-	163,139
Maintenance and operations	424,770	-	-	424,770
Debt service:				
Principal	-	6,440,000	10,560,438	17,000,438
Interest	-	1,569,089	-	1,569,089
Bond issue costs	-	-	677,476	677,476
Capital outlay	-	-	9,234,556	9,234,556
Total expenditures	587,909	8,009,089	20,472,470	29,069,468
Excess (deficiency) of revenues over (under) expenditures	278,751	(3,131,624)	(15,305,259)	(18,158,132)
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in (out)	-	(18,218)	18,218	-
Bond proceeds	-	4,800,252	15,999,748	20,800,000
Bond (discount)/premium	-	-	(118,355)	(118,355)
Total other financing sources (uses)	-	4,782,034	15,899,611	20,681,645
Net change in fund balances	278,751	1,650,410	594,352	2,523,513
Fund balances - beginning	1,256,802	3,160,323	(547,501)	3,869,624
Fund balances - ending	\$ 1,535,553	\$ 4,810,733	\$ 46,851	\$ 6,393,137

See notes to the financial statements



**VERANDA  
COMMUNITY DEVELOPMENT DISTRICT II  
PORT ST. LUCIE, FLORIDA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Net change in fund balances - total governmental funds \$ 2,523,513

Amounts reported for governmental activities in the statement of activities  
are different because:

Governmental funds report capital outlays as expenditures; however, the  
cost of capital assets is eliminated in the statement of activities and  
capitalized in the statement of net position. 9,234,556

Certain revenues were unavailable for the governmental fund financial  
statements in the prior fiscal year. In the current fiscal year, these  
revenues were recorded in the governmental fund financial statements. (173,554)

Governmental funds report the face amount of Bonds issued as financial  
resources when debt is first issued, whereas these amounts are  
eliminated in the statement of activities and recognized as long-term  
liabilities in the statement of net position. (20,800,000)

In connection with the issuance of the Bonds, the original issue discount  
is reported as a financing source when debt is first issued, whereas this  
amount is eliminated in the statement of activities and offsets long-term  
liabilities in the statement of net position. 118,355

Repayment of long-term liabilities are reported as expenditures in the  
governmental fund financial statements, but such repayments reduce  
liabilities in the statement of net position and are eliminated in the  
statement of activities. 17,000,438

Expenses reported in the statement of activities that do not require the  
use of current financial resources are not reported as expenditures in  
the funds. The details of the differences are as follows:

Net amortization of original issue discounts and premium (6,787)

The change in accrued interest on long-term liabilities between the  
current and prior fiscal years is recorded in the statement of activities,  
but not in the governmental fund financial statements. (310,227)

Change in net position of governmental activities \$ 7,586,294

See notes to the financial statements

**VERANDA  
COMMUNITY DEVELOPMENT DISTRICT II  
PORT ST. LUCIE, FLORIDA  
NOTES TO THE FINANCIAL STATEMENTS**

**NOTE 1 - NATURE OF ORGANIZATION AND REPORTING ENTITY**

Veranda Community Development District II ("District") was created by Ordinance 18-30, effective as of July 9, 2018, of the City of Port St. Lucie, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by qualified electors that reside within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2024, three of the Board members are affiliated with Veranda St. Lucie Land Holdings, LLC (the "Developer").

The Board has the responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

## NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### **Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

### **Assessments**

Assessments are non-ad valorem assessments imposed on assessable lands located within the District. Assessments may be levied on property to pay for the operations and maintenance of the District. The fiscal year for which annual assessments may be levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

### **General Fund**

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

### **Debt Service Fund**

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

### **Capital Projects Fund**

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

### **Assets, Liabilities and Net Position or Equity**

#### **Restricted Assets**

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

## **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity (Continued)**

#### **Deposits and Investments**

The District's cash on hand and demand deposits are considered to be cash and cash equivalents.

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured and any unspent Bond proceeds are required to be held in investments as specified in the Bond Indenture.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

#### **Inventories and Prepaid Items**

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

#### **Capital Assets**

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

#### **Unearned Revenue**

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

#### **Long-Term Obligations**

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

## **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity (Continued)**

#### Long-Term Obligations (Continued)

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

#### Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

#### Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

## NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Other Disclosures

#### Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

## NOTE 3 - BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board, although the District Manager can approve certain changes to line item appropriations within funds.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

## NOTE 4 - DEPOSITS AND INVESTMENTS

### Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

### Investments

The District's investments were held as follows at September 30, 2024:

	<u>Amortized Cost</u>	<u>Credit Risk</u>	<u>Weighted Average Maturities</u>
US Bank Money Market 5-CT	\$ 4,555,868	Not available	Not available
Total Investments	<u>\$ 4,555,868</u>		

*Credit risk* – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

*Concentration risk* – The District places no limit on the amount the District may invest in any one issuer.

*Interest rate risk* – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indentures limit the type of investments held using unspent proceeds.

## NOTE 4 - DEPOSITS AND INVESTMENTS (Continued)

### Investments (Continued)

*Fair Value Measurement* – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1*: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2*: Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3*: Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

## NOTE 5 – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2024 were as follows:

Fund	Transfer in	Transfer out
Debt service	\$ -	\$ 18,218
Capital projects	18,218	-
Total	\$ 18,218	\$ 18,218

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the debt service fund to the capital projects fund were made in accordance with the Bond Indentures.

## NOTE 6 - CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2024, were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure under construction	\$ 39,930,845	\$ 9,234,556	\$ -	\$ 49,165,401
Total capital assets, not being depreciated	39,930,845	9,234,556	-	49,165,401
Governmental activities capital assets, net	\$ 39,930,845	\$ 9,234,556	\$ -	\$ 49,165,401

The District contains approximately 754.75 acres of land, which are being developed as a series of single-family residential developments known as “Veranda Gardens”, “Veranda Preserve”, “Veranda Oaks”, and “Veranda Estates” (collectively, the “Development”). The Development is being developed in phases and, at buildout, is planned for approximately 1,550 single-family homes and associated amenities.

## NOTE 6 - CAPITAL ASSETS (Continued)

The District created separate Assessment Areas to coincide with the Landowner's current plan of development for the District Lands. The chart below sets forth the five Assessment Areas planned within the District:

Assessment Area One	Assessment Area Two	Assessment Area Three	Assessment Area Four	Assessment Area Five – phase 1	Assessment Area Five – Phase 2
Veranda Gardens East	Veranda Preserve West	Veranda Preserve East	Veranda Oaks	Veranda Estates	Veranda Estates
100 acres	108 acres	158 acres	63 acres	90 acres	119 acres
342 Units	322 Units	438 Units	210 Units	116 Units	122 Units

The Capital Improvement Plan includes without limitation stormwater management facilities, water distribution systems, wastewater collection systems, irrigation water systems, and roadway improvements. It also includes the District Lands' proportionate share of the costs of certain improvements previously funded by the St. Lucie Land Holdings Special Assessment District (the "SAD"), which included roadway improvements and potable water, wastewater and reuse irrigation improvements for the benefit of the lands within the SAD, which include the District Lands. The Consulting Engineer estimates the total cost of the Capital Improvement Plan to be approximately \$52 million.

Upon completion, certain improvements are to be conveyed to others for ownership and maintenance responsibilities.

## NOTE 7 - LONG-TERM LIABILITIES

### **Series 2018 Bonds**

In December 2018, the District issued \$21,360,000 of Special Assessment Revenue Bonds, Series 2018 consisting of \$7,405,000 Series 2018A (Assessment Area One – Gardens East Project), \$7,045,000 Series 2018 A2 (Assessment Area Two – Preserve West Project), and \$6,910,000 Series 2018 B (Assessment Area Three, Four, and Five). Interest rates for the Series 2018A Bonds are fixed and range from 4.00% to 5.125%, and Series 2018B have a fixed rate of 5.875%. The Bonds are issued to finance the acquisition and construction of the Series 2018 project (See Note 5). Interest is paid semiannually on each May 1 and November 1. Principal payments on the Series 2018A Bonds are made serially commencing on November 1, 2020 through November 1, 2049. The Series 2018B Bonds were fully extinguished during the current fiscal year via the issuance of the Series 2024 Revenue and Refunding Bonds.

Series 2018A Bonds are subject to optional and extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

For the Series 2018A Bonds, this occurred during the current fiscal year as the District collected prepaid assessments and prepaid \$1,540,000 of the 2018A-1 Bonds and \$120,000 of the 2018A-2 Bonds. In addition, see Note – 13 Subsequent Events for extraordinary redemption amounts subsequent to fiscal year end.

### **Series 2021 Bonds**

In March 2021 the District issued \$8,090,000 of Special Assessment Revenue and Refunding Bonds, Series 2021 (Assessment Area Four – Veranda Oaks Project) and \$5,000,000 of Special Assessment Revenue and Refunding Bonds, Series 2021 (Assessment Area Five – Phase 1 – Veranda Estates Project). Both Bonds consist of multiple term Bonds with maturity dates from May 1, 2026, to May 1, 2051 and fixed interest rates ranging from 2.50% to 3.80%. The Bonds are issued to complete assessment areas four and five and currently refund a portion of the outstanding Series 2018B Bonds (See Note 5). Interest is paid semiannually on each May 1 and November 1. Principal payments are made serially commencing on May 1, 2022 through May 1, 2051.

The Bonds are subject to optional and extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

For the Series 2021 Bonds, this occurred during the current fiscal year as the District collected prepaid assessments and prepaid \$515,000 of the Series 2021 Bonds.



## NOTE 7 - LONG-TERM LIABILITIES (Continued)

### Series 2024 Bonds

On January 25, 2024, the District issued \$14,500,000 of Special Assessment Revenue and Refunding Bonds, Series 2024 (Assessment Area Three – Preserve East Project) and \$6,300,000 of Special Assessment Revenue and Refunding Bonds, Series 2024 (Assessment Area Five – Phase 2 – Veranda Estates Project). Both Bonds consist of multiple term Bonds with maturity dates from May 1, 2031 to May 1, 2054 and fixed interest rates ranging from 4.25% to 5.625%. The Bonds are issued to complete assessment areas three and five and currently refund the outstanding Series 2018B Bonds. Interest is paid semiannually on each May 1 and November 1. Principal payments are made serially commencing on May 1, 2025 through May 1, 2054.

The 2024 Bonds are subject to optional and extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

### Bond Compliance

The Bond Indentures established debt service reserve requirements as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. For the Series 2024 Bonds, upon satisfaction of certain conditions, a portion of the original reserve requirements will be released to the Developer for construction costs paid on behalf of the District; this did not occur during the current fiscal year. The District was in compliance with the requirements at September 30, 2024.

### Developer Advances

During the current fiscal year the District recognized a prior period adjustment to reduce the beginning net position by a total of \$10,560,438, which represents Developer advances made to the District in order to fund a portion of the construction project. During the current fiscal year, the District paid off the Developer advance balance of \$10,560,438 using proceeds from the newly issued Series 2024 Bonds, reducing the total Developer advance balance to \$0 as of September 30, 2024.

Changes in long-term liability activity for the fiscal year ended September 30, 2024, were as follows:

	Beginning Balance (Restated)	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2018 A-1	\$ 6,915,000	\$ -	\$ 1,610,000	\$ 5,305,000	\$ 135,000
Series 2018 A-2	6,615,000	-	185,000	6,430,000	130,000
Series 2018 B	3,895,000	-	3,895,000	-	-
Original issue discount	(147,877)	-	(7,159)	(140,718)	-
Series 2021 A	7,140,000	-	590,000	6,550,000	150,000
Series 2021 B	3,560,000	-	160,000	3,400,000	80,000
Original issue premium	91,639	-	3,332	88,307	-
Series 2024 AA3	-	14,500,000	-	14,500,000	220,000
Original issue discount	-	(82,789)	(2,070)	(80,719)	-
Series 2024 AA5	-	6,300,000	-	6,300,000	90,000
Original issue discount	-	(35,566)	(890)	(34,676)	-
Direct borrowings:					
Developer advance - restated	10,560,438	-	10,560,438	-	-
Total	\$ 38,629,200	\$ 20,681,645	\$ 16,993,651	\$ 42,317,194	\$ 805,000

## NOTE 7 - LONG-TERM LIABILITIES (Continued)

At September 30, 2024, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2025	\$ 805,000	\$ 2,032,870	\$ 2,837,870
2026	805,000	2,002,907	2,807,907
2027	840,000	1,971,620	2,811,620
2028	875,000	1,937,555	2,812,555
2029	905,000	1,902,080	2,807,080
2030-2034	5,145,000	8,899,910	14,044,910
2035-2039	6,495,000	7,571,085	14,066,085
2040-2044	8,200,000	5,862,699	14,062,699
2045-2049	10,500,000	3,605,994	14,105,994
2050-2054	7,915,000	1,115,966	9,030,966
Total	\$ 42,485,000	\$ 36,902,686	\$ 79,387,686

## NOTE 8 – DEVELOPER TRANSACTIONS & CONCENTRATION

The Developer owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer.

In addition, the Developer contributed \$4,942,636 towards current year construction of infrastructure improvements, which includes a receivable of \$1,611,882 as of September 30, 2024.

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

## NOTE 9 – COMMITMENTS AND CONTINGENCIES

As of September 30, 2024, the District had open contracts for various construction projects. The contracts totaled approximately \$17.95 million, of which approximately \$4.5 million is uncompleted at September 30, 2024.

## NOTE 10 - MANAGEMENT COMPANY

The District has contracted with a management company to perform services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

## NOTE 11 - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

## NOTE 12 – PRIOR PERIOD ADJUSTMENT

During the current fiscal year the District recognized a prior period adjustment to reduce the beginning net position by a total of \$10,560,438, which represents Developer advances made to the District in order to fund a portion of the construction project. The effect on the net position balance as of October 1, 2023, is shown below:

	<u>Governmental Activities</u>
Beginning net position - as previously stated	\$ 15,366,251
Reduction of net position	(10,560,438)
Beginning net position - as restated	<u>\$ 4,805,813</u>

## NOTE 13 – SUBSEQUENT EVENTS

### Bond Payments

Subsequent to fiscal year end, the District prepaid a total of \$75,000 of the Series 2018A-1 Bonds and \$20,000 of the Series 2021A-2 Bonds. The prepayments were considered extraordinary mandatory redemptions as outlined in the Bond Indenture.

**VERANDA  
COMMUNITY DEVELOPMENT DISTRICT II  
PORT ST. LUCIE, FLORIDA  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Budgeted Amounts <u>Original &amp; Final</u>	Actual Amounts	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>			
Assessments	\$ 582,714	\$ 585,330	\$ 2,616
Miscellaneous revenues	190,156	256,607	66,451
Interest revenues	-	24,723	24,723
Total revenues	<u>772,870</u>	<u>866,660</u>	<u>93,790</u>
<b>EXPENDITURES</b>			
Current:			
General government	167,536	163,139	4,397
Maintenance and operations	615,334	424,770	190,564
Total expenditures	<u>782,870</u>	<u>587,909</u>	<u>194,961</u>
Excess (deficiency) of revenues over (under) expenditures	(10,000)	278,751	288,751
<b>OTHER FINANCING SOURCES</b>			
Use of fund balance	10,000	-	(10,000)
Total other financing sources	<u>10,000</u>	<u>-</u>	<u>(10,000)</u>
Net change in fund balances	<u>\$ -</u>	278,751	<u>\$ 278,751</u>
Fund balance - beginning		<u>1,256,802</u>	
Fund balance - ending		<u>\$ 1,535,553</u>	

See notes to required supplementary information

**VERANDA  
COMMUNITY DEVELOPMENT DISTRICT II  
PORT ST. LUCIE, FLORIDA  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

**VERANDA  
COMMUNITY DEVELOPMENT DISTRICT II  
PORT ST. LUCIE, FLORIDA  
OTHER INFORMATION – DATA ELEMENTS  
REQUIRED BY FL STATUTE 218.39(3)(C)  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024  
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	0
Employee compensation	\$0
Independent contractor compensation	\$0
Construction projects to begin on or after October 1; (>\$65K)	No construction projects have started after 10/01/2024
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Non ad valorem special assessments;	Operations and maintenance - \$393.34 Debt Service - \$387.28 - \$2,297.44
Special assessments collected	\$4,942,636
Outstanding Bonds:	S18A-1    \$5,305,000 S18A-2    \$6,430,000 S21        \$9,950,000 S24AA3   \$14,500,000 S24AA5    \$6,300,000



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT  
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Veranda Community Development District II  
Port St. Lucie, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Veranda Community Development District II, Port St. Lucie, Florida ("District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 4, 2025.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*B. Shaw & Associates*

June 4, 2025





**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road ▪ Suite 301  
Boca Raton, Florida 33431  
(561) 994-9299 ▪ (800) 299-4728  
Fax (561) 994-5823  
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY  
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
Veranda Community Development District II  
Port St. Lucie, Florida

We have examined Veranda Community Development District II, Port St. Lucie, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

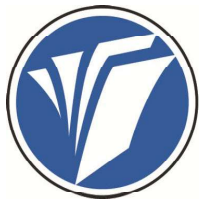
We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2024.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Veranda Community Development District II, Port St. Lucie, Florida and is not intended to be and should not be used by anyone other than these specified parties.

*Grau & Associates*

June 4, 2025



# Grau & Associates

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## MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors  
Veranda Community Development District II  
Port St. Lucie, Florida

### Report on the Financial Statements

We have audited the accompanying basic financial statements of Veranda Community Development District II, Port St. Lucie, Florida ("District") as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated June 4, 2025.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

### Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 4, 2025, should be considered in conjunction with this management letter.

### Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Veranda Community Development District II, Port St. Lucie, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Veranda Community Development District II, Port St. Lucie, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

*Grau & Associates*

June 4, 2025

## REPORT TO MANAGEMENT

### I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

### II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

### III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2023.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2024.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2024.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2024. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 25.

**AGREEMENT BETWEEN THE VERANDA COMMUNITY DEVELOPMENT  
DISTRICT II AND PREMIER LAKES, INC. FOR  
LAKE MAINTENANCE SERVICES**

**THIS AGREEMENT** (the “**Agreement**”) is made and entered into this 29<sup>th</sup> day of May 2025 (the “**Effective Date**”), by and between:

**Veranda Community Development District II**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Lucie County, Florida, and whose mailing address is 8529 South Park Circle, Suite 330, Orlando, Florida 32819 (the “**District**”); and

**Premier Lakes, Inc.** a Florida corporation, with a mailing address of 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, Florida 33544 (the “**Contractor**,” together with the District, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**Act**”); and

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

**WHEREAS**, the District owns, operates and maintains certain lakes (the “**Facilities**”); and

**WHEREAS**, the District has a need to retain an independent contractor to provide lake maintenance services to the District; and

**WHEREAS**, the Contractor represents that it is qualified to provide such services and has agreed to provide to the District the services identified in **Exhibit A**, attached hereto and incorporated by reference herein (the “**Services**”); and

**WHEREAS**, the District and the Contractor accordingly desire to enter into this Agreement to set forth the rights, duties, and obligations of the parties relative to same; and

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

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

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

## **SECTION 2. DESCRIPTION OF CONTRACTOR'S SERVICES.**

- A.** The Contractor shall provide professional lake maintenance services within presently accepted professional standards and in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto. The Services shall be provided on a biweekly basis.
- B.** The Contractor agrees, as an independent contractor, to perform the Services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of the Services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- C.** This Agreement grants to the Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and the Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D.** Contractor shall perform all Services in a neat and professional manner reasonably acceptable to the District. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District. In the event the District in its sole determination, finds that the work of the Contractor is not satisfactory to the District, the District shall have the right to immediately terminate this Agreement and will only be responsible for payment of the Services satisfactorily completed and for materials actually incorporated into the Services.
- E.** The Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- F.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 2** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- G.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates the District Manager to act as its representative.
  - (2) Upon request, the Contractor shall meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement and other items.
- H. The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours.

### SECTION 3. COMPENSATION; TERM.

- A. As compensation for the completion of the Services described in this Agreement, the District agrees to pay the Contractor **One Thousand Seven Hundred Three Dollars (\$1,703.00)** per month for a not-to-exceed annual total of **Twenty Thousand Four Hundred Thirty-Six Dollars (\$20,436.00)**, which amount includes all labor, materials, and services necessary to complete the Services, as more specifically set forth in **Exhibit A**.
- B. The term of this Agreement shall be for an annual management program and shall automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a four (4%) increase in the Annual Agreement Price each year, rounded to the nearest dollar, under the same terms, conditions and specifications, unless terminated earlier in accordance with the terms of this Agreement.
- C. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- D. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security

payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

- E.** The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within forty-five (45) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within forty-five (45) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

#### **SECTION 4. INSURANCE.**

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:

  - 1.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - 2.** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:

    - i.** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - 3.** Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
  - 4.** Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
  - 5.** Herbicide and Pesticide Applicators Coverage of at least One Million Dollars (\$1,000,000).
- B.** The District, its staff, consultants, officers, and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective

within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### **SECTION 5. INDEMNIFICATION.**

- A. The Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by the Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an



alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 8. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 10. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 11. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 12. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 13. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All

other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 14. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 17. ENFORCEMENT OF AGREEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 18. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

**SECTION 19. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

**SECTION 20. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 21. NOTICES.** All notices, requests, consents and other communications under this Agreement (the "Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

**A. If to the District:** Veranda Community Development District II  
8529 South Park Circle, Suite 330  
Orlando, Florida 32819  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Contractor:** Premier Lakes, Inc.  
1936 Bruce B Downs Boulevard, Suite 308  
Wesley Chapel, Florida 33544  
Attn: \_\_\_\_\_

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

**SECTION 22. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 23. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Lucie County, Florida.

**SECTION 24. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the

District is Vivian Carvalho (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor 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 re-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 Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Contractor’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 Contractor, the Contractor 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 for-mat that is compatible with Microsoft Word or Adobe PDF formats..

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 8529 SOUTH PARK CIRCLE, SUITE 330, ORLANDO, FLORIDA 32819, [BMENDES@RIZZETTA.COM](mailto:BMENDES@RIZZETTA.COM), (407) 472-2471.**

**SECTION 25. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 26. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm’s length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 27. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**SECTION 28. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, the Contractor shall register with and use the United

States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Services, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

**SECTION 29. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 30. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS.** Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities,

including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

**SECTION 31. ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first written above.

Attest:

**VERANDA COMMUNITY  
DEVELOPMENT DISTRICT II**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

Witness:

**PREMIER LAKES, INC.**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A:**    Scope of Services

## Exhibit A

### Scope of Services

- a. Aquatic Weed Control:** Growth of undesired aquatic vegetation will be treated upon identification by applying aquatic herbicides and adjuvants. Most of the time, these treatments will occur immediately upon inspection. However, timing may be adjusted to ensure the best results. All efforts will be made to ensure that unwanted vegetation is controlled before it becomes unsightly.
- b. Algae Control:** Algae will be controlled by applying algaecides and adjuvants as needed.
- c. Shoreline Weed Control:** Any growth of undesirable vegetation will be controlled and maintained utilizing aquatic herbicides, surfactants, and hand pulling where appropriate up to control elevation year-round. Species including Torpedo Grass, Cattails, Primrose Willow, and other species deemed unwanted by the customer will be controlled. The customer understands that when spraying in beneficial littoral plants, minor damage to native vegetation may occur.
- d. Water Quality Analysis:** Dissolved oxygen, pH, and temperature will be included as needed. More detailed water quality testing will be an additional charge based on the agreed-upon parameters. Remediation will be priced separately.
- e. Trash Pickup:** Premier Lakes will provide minor trash and debris pickup when on-site. In some circumstances, for example, in a community where a significant amount of new home construction is ongoing, and the amount of trash and debris is excessive, trash pickup will be an additional service to be added.
- f. Management Reporting:** Service reports detailing the services rendered will be provided following each inspection.
- g. Aquatic Consultation:** Attendance to monthly board meetings when requested.



**AGREEMENT BETWEEN VERANDA COMMUNITY DEVELOPMENT DISTRICT II  
AND IMPACT LANDSCAPE & IRRIGATION, LLC, FOR LANDSCAPE  
MAINTENANCE**

**THIS AGREEMENT** (the “**Agreement**”) is made and entered into this 29<sup>th</sup> day of May 2025 (the “**Effective Date**”), by and between:

**Veranda Community Development District II**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Lucie County, Florida, whose mailing address is 8529 South Park Circle, Suite 330, Orlando, Florida 32819 (the “**District**”); and

**Impact Landscaping & Irrigation, LLC**, a Florida limited liability company, with a mailing address of 1562 Park Lane South, Suite 700, Jupiter, Florida 33458 (the “**Contractor**,” together with the District, the “**Parties**”).

**RECITALS**

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

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

**WHEREAS**, the District has a need to retain an independent contractor to provide a landscape maintenance services to the District; and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape contractor and provide such services to the District.

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide **Landscape Maintenance** services for the Facilities; and

**WHEREAS**, the Contractor represents that it is qualified to provide such services and has agreed to provide to the District the services identified in **Exhibit A**, attached hereto and incorporated by reference herein (the “**Services**”); and

**WHEREAS**, the District and the Contractor accordingly desire to enter into this Agreement to set forth the rights, duties, and obligations of the parties relative to same; and

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

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

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

**SECTION 2. DESCRIPTION OF CONTRACTOR’S SERVICES.**

- A.** The Contractor shall provide landscape maintenance services within presently accepted professional standards and in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.
- B.** The Contractor agrees, as an independent contractor, to perform the Services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of the Services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- C.** This Agreement grants to the Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and the Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D.** Contractor shall perform all Services in a neat and professional manner reasonably acceptable to the District. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District. In the event the District in its sole determination, finds that the work of the Contractor is not satisfactory to the District, the District shall have the right to immediately terminate this Agreement and will only be responsible for payment of the Services satisfactorily completed and for materials actually incorporated into the Services.
- E.** The Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- F.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 2** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

- G.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
- (1) The District hereby designates the District Manager or his or her designee, to act as its representative.
- (2) Upon request, the Contractor shall meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement and other items.
- H.** The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours.

### **SECTION 3. COMPENSATION; TERM.**

- A.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor as described in **Exhibit B, Maintenance Pricing Worksheet**. The term of this Agreement shall be from the execution of the agreement for a length of 24 months, unless terminated earlier by either party in accordance with the provisions of this Agreement.
- B.** If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- C.** The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security

payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

- D.** The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within forty-five (45) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within forty-five (45) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

#### **SECTION 4. INSURANCE.**

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
- 1.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - 2.** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - i.** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - 3.** Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
  - 4.** Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants, officers, and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### **SECTION 5. INDEMNIFICATION.**

- A. The Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by the Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 8. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 10. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 11. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 12. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 13. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 14. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 17. ENFORCEMENT OF AGREEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 18. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

**SECTION 19. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

**SECTION 20. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 21. NOTICES.** All notices, requests, consents and other communications under this Agreement (the "Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

<b>A.</b>	<b>If to Contractor:</b>	Impact Landscaping & Irrigation, LLC 8529 South Park Circle, Suite 330 Orlando, Florida 32819
-----------	--------------------------	---

Attn: \_\_\_\_\_

**B. If to District:** Veranda Community Development District II  
3501 Quadrangle Blvd., Suite 270  
Orlando, Florida 32817  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 W. College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

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

**SECTION 22. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 23. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Lucie County, Florida.

**SECTION 24. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Brian Mendes ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor 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 re-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 Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Contractor'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 Contractor, the Contractor 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 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 AT (407) 472-2471; [BMENDES@RIZZETTA.COM](mailto:BMENDES@RIZZETTA.COM); or 8529 SOUTH PARK CIRCLE, SUITE 330, ORLANDO, FLORIDA 32819.**

**SECTION 25. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 26. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 27. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**SECTION 28. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. To the extent required by Florida Statutes, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

**SECTION 29. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 30. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS.** Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

**SECTION 31. ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, Florida Statutes.

*[SIGNATURES ON NEXT PAGE]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:

**VERANDA COMMUNITY  
DEVELOPMENT DISTRICT II**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

Witness:

**IMPACT LANDSCAPING &  
IRRIGATION, LLC**

\_\_\_\_\_  
Signature of Witness

By. 

Print Name: CHRIS SOMES

Title: OPERATIONS MANAGER

Exhibit A: Scope of Services

Exhibit B: Maintenance Pricing Worksheet

## Exhibit A

### Scope of Services

#### Turf Maintenance:

St. Augustine turf will be maintained at the industry standard height of 4 inches. Turf will be **mowed 38 times** per year. Turf residing adjacent to hard edges will be edged every mowing. Turf residing adjacent to soft edges will be edged every other mowing. All other species of turf will be maintained consistent with horticultural and industry standards. Agronomic methods will vary based on environmental factors such as soil type and exposure to sunlight. Blowing will be done after mowing & edging to minimize impact to homes, entry ways, pools & other screened areas.

#### Ornamental Maintenance:

Ornamental plants will be maintained up to 8' height as to promote sustainable growth habits and increased longevity and life span. Vegetative maintenance will be reoccurring **12 times per year** in an effort to achieve a consistent aesthetic. Landscape Beds will be maintained as needed on a monthly basis as to control weed species. Treatment methods for weed control will consist of manual removal and chemical treatment. Treatment of invasive and or noxious weed species within preserve or natural areas will incur additional cost. Debris will be removed promptly after work is performed.

#### Tree Maintenance:

All trees will be maintained up to a 12 foot height ensuring overhead and building clearance. **This service will be done on an as-needed basis once per month.** Any pruning which resides outside of a 12 foot reach will not be the responsibility of Impact. At the request of HOA/site representative, a separate quote will be provided for subcontracted pruning over 12 feet. This pruning will incur an additional cost.

#### Palm Maintenance:

All palms will be maintained up to a 12 foot height ensuring building clearance and removal of dead or dying fronds. **This service will be done on an as-needed basis once per month.** Any pruning which resides outside of a 12 foot reach will not be the responsibility of Impact. At the request of HOA/site representative, a separate quote will be provided for subcontracted

pruning over 12 feet. This pruning will incur an additional cost. Treatment of fungi and or plant pathogen-borne diseases will incur additional cost.

#### Fertilization Program:

All plants and turf will be fertilized at a rate which will promote a viable and aesthetically pleasing landscape throughout the community. Turf fertilization events will be scheduled **3 times per year**. Specialized fertilizer/ feeding of palms & shrubs is included **2 times per year**. Fertilization will comply with local and state regulations with regard to nutrient load restrictions.

#### Pest Control Program:

An integrated pest management (IPM) approach will be catered to the site in an effort to use all biological, mechanical, chemical and cultural control mechanisms available. Domestic pests which will be maintained below a threshold level consistent with industry standards are as follows; Impact will be providing an insecticide application early summer to help control chinch bugs & fire ants.

Insects Covered in scope:

Chinch Bugs

Army Worms (on St Augustine only)

Sod Webworm

Aphids

Mealy Bug

Armored Scale

Lace Bugs

Treatment of plant pathogen born viruses and diseases such as Fusarium and Lethal Yellowing will incur additional cost. Fire Ant treatments will be conducted on an as needed basis throughout the site in common areas only as a courtesy. Treatment of Turf Grubs, Green Soft Scale, Pine Bore Beetles, weevils, White Fly as well as any ornamental, palm, tree & or turf fungus will incur additional cost.

**Irrigation Wet Check:**

Irrigation wet checks will be conducted on a monthly basis (**12x per year**) ensuring proper coverage of all landscape areas.

**Scope:** Inspect clock to assure proper operations, visual irrigation head inspection, flag non-working heads, investigate work orders. Irrigation system malfunctions & repairs will incur an additional T&M fee of \$65 per hour plus material.

Irrigation Emergency & after business hours calls will be billed on a T&M basis at a rate of \$125 per hour.

**Mulch:**

A yearly mulch installation event proposal is available for your site upon request. Restoration of mulch which is displaced due to acts of God will incur an additional expense.

**Annuals:**

A yearly annual flowers installation event proposal is available for your site upon request.

**Termination:**

Association or Impact Landscaping & Irrigation, LLC may cancel for any reason with a 30-day written notice. It is understood by Customer that any early cancellation of this agreement may result in an early termination fee, depending on the contracted services provided and fees paid through the date of cancelation.

**Modifications:**

Contract cannot be modified in any way unless written and agreed to by both parties State of Florida laws will apply for contract disputes.

**Exhibit B**  
**Maintenance Pricing Worksheet**

**Maintenance Pricing Worksheet**

Maintenance Package:

Turf Maintenance per Year	\$ Included
Ornamental Maintenance per Year	\$ Included
Tree Maintenance per Year	\$ Included
Palm Maintenance per Year	\$ Included
Fertilization Program per Year	\$ Included
Pest Control Program per Year	\$ Included
Irrigation Wet Check 12x/year	\$ Included
Mulch	\$ Not Included
Annuals	\$ Not Included

\*Proposal pricing is good for 60 days\*

**Phase 2 Monthly Maintenance: \$ 6,370**

**Phase 2 Monthly Irrigation Wet Checks: \$ 708**

**Phase 3 Monthly Maintenance: \$ 8,055**

**Phase 3 Monthly Irrigation Wet Checks: \$ 895**

**Veranda Preserve- Outside Berm & Entryway Monthly Maintenance: \$ 4,272**

**ALL PHASES MONTHLY MAINTENANCE TOTAL: \$20,300**

**AGREEMENT BETWEEN VERANDA COMMUNITY DEVELOPMENT DISTRICT II  
AND IMPACT LANDSCAPE & IRRIGATION, LLC, FOR HURRICANE SEASON  
PREPAREDNESS – LANDSCAPE RESPONSE PLAN**

**THIS AGREEMENT** (the “**Agreement**”) is made and entered into this 29<sup>th</sup> day of May 2025 (the “**Effective Date**”), by and between:

**Veranda Community Development District II**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. Lucie County, Florida, whose mailing address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (the “**District**”); and

**Impact Landscaping & Irrigation, LLC**, a Florida limited liability company, with a mailing address of 1562 Park Lane South, Suite 700, Jupiter, Florida 33458 (the “**Contractor**,” together with the District, the “**Parties**”).

**RECITALS**

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

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

**WHEREAS**, the District has a need to retain an independent contractor to provide a hurricane season preparedness landscaping response plan to the District; and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape contractor and provide such services to the District.

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide **Hurricane Season Preparedness Landscape Response Plan** services for the Facilities; and

**WHEREAS**, the Contractor represents that it is qualified to provide such services and has agreed to provide to the District the services identified in **Exhibit A**, attached hereto and incorporated by reference herein (the “**Services**”); and

**WHEREAS**, the District and the Contractor accordingly desire to enter into this Agreement to set forth the rights, duties, and obligations of the parties relative to same; and

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



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

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

**SECTION 2. DESCRIPTION OF CONTRACTOR'S SERVICES.**

- A.** The Contractor shall provide hurricane preparedness landscaping response plan services within presently accepted professional standards and in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.
- B.** The Contractor agrees, as an independent contractor, to perform the Services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of the Services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- C.** This Agreement grants to the Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and the Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D.** Contractor shall perform all Services in a neat and professional manner reasonably acceptable to the District. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District. In the event the District in its sole determination, finds that the work of the Contractor is not satisfactory to the District, the District shall have the right to immediately terminate this Agreement and will only be responsible for payment of the Services satisfactorily completed and for materials actually incorporated into the Services.
- E.** The Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- F.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 2** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

- G.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
- (1) The District hereby designates the District Manager or his or her designee, to act as its representative.
- (2) Upon request, the Contractor shall meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement and other items.
- H.** The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours.

### **SECTION 3. COMPENSATION; TERM.**

- A.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor as described in **Exhibit B, 2025 Hurricane Price List**. The term of this Agreement shall be from the execution of the agreement to completion of the proposed services, unless terminated earlier by either party in accordance with the provisions of this Agreement.
- B.** If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- C.** The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security

payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

- D.** The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within forty-five (45) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within forty-five (45) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

#### **SECTION 4. INSURANCE.**

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
- 1.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - 2.** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - i.** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - 3.** Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
  - 4.** Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants, officers, and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### **SECTION 5. INDEMNIFICATION.**

- A. The Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by the Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 8. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 10. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 11. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 12. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 13. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 14. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 17. ENFORCEMENT OF AGREEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 18. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

**SECTION 19. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

**SECTION 20. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 21. NOTICES.** All notices, requests, consents and other communications under this Agreement (the "Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

<b>A.</b>	<b>If to Contractor:</b>	Impact Landscaping & Irrigation, LLC 1562 Park Lane South, Suite 700 Jupiter, Florida 33458
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Attn: \_\_\_\_\_

**B. If to District:** Veranda Community Development District II  
3501 Quadrangle Blvd., Suite 270  
Orlando, Florida 32817  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 W. College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

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

**SECTION 22. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 23. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Lucie County, Florida.

**SECTION 24. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Vivian Carvalho ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor 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 re-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 Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Contractor'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 Contractor, the Contractor 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 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 AT 3501 QUADRANGLE BOULEVARD, SUITE 270, ORLANDO, FL 32817, (407)723-5900, RECORDREQUEST@PFM.COM.**

**SECTION 25. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 26. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 27. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**SECTION 28. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. To the extent required by Florida Statutes, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.



If the Contractor anticipates entering into agreements with a subcontractor, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

**SECTION 29. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 30. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS.** Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

**SECTION 31. ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, Florida Statutes.

*[SIGNATURES ON NEXT PAGE]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:

**VERANDA COMMUNITY  
DEVELOPMENT DISTRICT II**

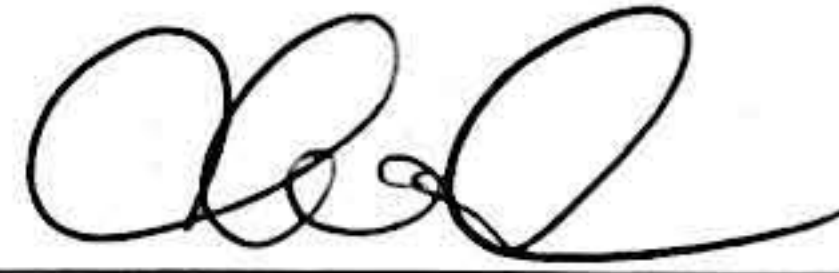
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

Witness:

**IMPACT LANDSCAPING &  
IRRIGATION, LLC**

\_\_\_\_\_  
Signature of Witness



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

Print Name: CHRIS SAMES

Title: OPERATIONS MANAGER

Exhibit A: Scope of Services

Exhibit B: 2025 Hurricane Price List

## **Exhibit A**

### **Scope of Services**

In the event of a hurricane or severe storm, Impact Landscaping & Irrigation has a structured response plan in place to serve our customers efficiently and safely. We are currently preparing to deploy this plan if needed.

After a storm, we will begin by **canvassing all properties** under our care. Clean-up operations will then be dispatched to **customer-authorized sites** based on the following priorities:

#### **Response Priorities:**

**1. Clearing Vehicle Access**

To ensure emergency personnel can access your property safely.

**2. Debris Removal from Structures & Drains**

Removing any debris posing immediate risk to structural dwellings or obstructing street storm drains.

**3. Replanting Viable Plant Material**

If rootballs can be replanted and watered quickly, we'll prioritize salvaging viable plantings.

**4. Hazardous Tree Limb Management**

Trimming or removing dangerous limbs still attached to trees that may pose ongoing hazards.

#### **Resource Scaling & Follow-Up Phases**

If needed, we are prepared to bring in additional Impact Landscaping resources from outside South Florida to accelerate recovery efforts.

Once priority items are addressed, we will proceed with:

- **Chipping and removing limbs** from initial clearing
- **Removing rootballs and large wood debris**
- **Restoring landscape damage and losses**
- **Returning to normal maintenance services** (typically the following week, unless a property is severely impacted)

**Exhibit B**  
**2025 Hurricane Price List**

**2025 HURRICANE PRICE LIST**

General Labor	\$60.00 / hour
Skilled Labor (Chain Saw Operator)	\$85.00 / hour
Loader & Operator	\$165.00 / hour
Dump Fees *If Necessary*	\$995.00 / per 40yds (Branches, Leaves, Debris)

**AGREEMENT BETWEEN THE VERANDA COMMUNITY DEVELOPMENT  
DISTRICT II AND PUBLIC ART WORKS, INC, FOR ARTWORK MAINTENANCE  
SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between:

**VERANDA COMMUNITY DEVELOPMENT DISTRICT II**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 8529 South Park Circle, Suite 330, Orlando, Florida 32819 (the “District”); and

**PUBLIC ART WORKS, INC**, a Florida corporation, with a mailing address of 14912 SE 61<sup>st</sup> Avenue, Hawthorne, Florida 32640 (“Contractor”).

**RECITALS**

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

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

**WHEREAS**, the District has a need to retain an independent contractor to provide quarterly artwork maintenance services to artwork located within the District; and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified to provide artwork maintenance services to artwork located in the District and has agreed to provide to the District those services identified in this Agreement and in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

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

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

**SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The District desires that the Contractor provide professional artwork maintenance services within presently accepted standards. Upon all Parties signing this

Agreement, the Contractor shall provide the District with the Services as shown in **Section 3** of this Agreement.

**B.** While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

**C.** Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

**D.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

**SECTION 3. SCOPE OF ARTWORK MAINTENANCE SERVICES.** The Contractor will provide quarterly artwork maintenance services for artwork located within the District. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A** on a weekly basis. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

**SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

**A.** Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

**B.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

**C.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

**(1)** The District hereby designates the District Manager to act as its

representative.

- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

**D.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

## **SECTION 5. COMPENSATION; TERM.**

**A.** As compensation for the quarterly artwork maintenance services described in this Agreement, the District agrees to pay the Contractor **Six Thousand Dollars (\$6,000.00) per quarter**. The term of this Agreement shall commence at the time it is executed by both parties hereto and shall continue in effect until such services are no longer needed, unless terminated earlier by either party in accordance with the provisions of this Agreement. Any change in compensation or the scope of services must be approved in writing by the parties.

**B.** If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

**C.** The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**D.** The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.



## **SECTION 6. INSURANCE.**

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

## **SECTION 7. INDEMNIFICATION.**

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 10. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such

claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 12. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 13. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 14. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 15. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 16. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 17. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor

nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 18. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 19. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 20. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

**SECTION 21. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

**SECTION 22. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 23. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

<b>A. If to District:</b>	Veranda Community Development District II 8529 South Park Circle, Suite 330 Orlando, Florida 32819 Attn: District Manager
---------------------------	---

<b>With a copy to:</b>	Kutak Rock LLP 107 West College Avenue
------------------------	---

Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Contractor:**

Public Art Works, Inc.  
14912 SE 61<sup>st</sup> Avenue  
Hawthorne, Florida 32640  
Attn: \_\_\_\_\_

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

**SECTION 24. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 25. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Hillsborough County, Florida.

**SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Brian Mendes** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor 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 Contractor 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 Contractor'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 Contractor, the Contractor 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 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 AT (407) 472-2471; [BMENDES@RIZZETTA.COM](mailto:BMENDES@RIZZETTA.COM); OR 8529 SOUTH PARK CIRCLE, SUITE 330, ORLANDO, FLORIDA 32819.**

**SECTION 27. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 28. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 29. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**SECTION 30. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with

the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 31. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 32. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS.** Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

**SECTION 33. ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

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

**VERANDA COMMUNITY  
DEVELOPMENT DISTRICT II**

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

**PUBLIC ART WORKS, INC.**

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

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

**Exhibit A:** Description of Services



## Exhibit A

### Description of Services

#### ESTIMATE

Public Art Works Inc  
14912 SE 61st Ave  
Hawthorne, FL 32640

info@publicartinc.com  
+1 (772) 647-0112  
<https://www.publicartinc.com>



#### Bill to

Veranda II CDD

3434 Colwell ave, Suite 200

Tampa FL 33614

#### Ship to

Veranda Community  
Port St Lucie

#### Estimate details

Estimate no.: 1153

Estimate date: 04/09/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Services			\$0.00	\$0.00

Conservation Maintenance -Monumental Sails: 4x per year (best minimum)  
\$6000 / site visit \$24,000 Total per year \_\_\_\_\_

-Sculpture Cleaning Process  
-Rust remediation stainless steel Wash everything with ph neutral/biodegradable detergent Condition stainless to reduce oxidation/rust spotting Buff and polish  
Sculpture Dimentions: 3 tower sails) 30ft x 15ft tower/sails 100ft diameter, elevated sloped pad

#### Observation:

The stainless steel shows severe signs of rust spotting on all polished surfaces. Painted surfaces appear to be in good condition.

#### Concrete. Cleaning Process

-Low Pressure Washing  
Porous (decorative) concrete around the stainless sails.  
Standard high strength concrete walkway with ballards skirts perimeter of the site.

#### Observation:

The decorative porous concrete seems to have damage on the east slope. 1ft directional gouges.  
Note: Sediment from the new direction sign hole spilling over onto the walkway. Overall, the dress around the sculpture shows signs of directional cracking. The cracks are not obvious from the road.

#### Dimensions

Base 100ft x 100ft (inner circle) Walkway 300ft x 4ft (perimeter skirt)

#### Documentation

Conservation maintenance of public art includes high resolution photo documentation. This serves as a record for inventory and insurance purposes. Images for contract clients are stored on a shared server and may be downloaded anytime.

## **Tab 6**

Impact Landscaping & Irrigation, LLC  
1562 Park Lane South Suite 700  
Jupiter FL 33458  
PH 5615759501  
FX 5615759503



# PROPOSAL

**DATE:** 4/8/2025  
**CLIENT:** Becker Road CDD  
**COMMUNITY:** Becker Road CDD  
**CONTACT:** [bmendes@rizzetta.com](mailto:bmendes@rizzetta.com)  
[aburr@greenpointellc.com](mailto:aburr@greenpointellc.com)  
**PREPARED BY:** Joe Dent  
**DEPARTMENT:** Maintenance-Extra Work  
**JOB #:** 1446

QUANTITY	DESCRIPTION	UNIT COST	EXTENDED
	<b>Becker Oak Tree replacements due to storm damage or removals by the city during storms throughout 2024</b>		
	<b>Mapp Road Circle to Mosaic/Veranda Oaks Circle NONE</b>		
	<b>Mosaic/Veranda Oaks to Veranda Preserve East Circle 6</b>		
6	8" cal Oak "Sky Climber" includes transport	\$ 6,250.00	\$ 37,500.00
6	Remove root ball, cut up debris and haul off site to landfill	\$ 750.00	\$ 4,500.00
	<b>Veranda Preserve East Circle to Main Sail Circle 3</b>		
3	8" cal Oak "Sky Climber" includes transport	\$ 6,250.00	\$ 18,750.00
3	Remove root ball, cut up debris and haul off site to landfill	\$ 750.00	\$ 2,250.00
	<b>Main Sail Circle to Tesoro 2</b>		
2	8" cal Oak "Sky Climber" includes transport	\$ 6,250.00	\$ 12,500.00
2	Remove root ball, cut up debris and haul off site to landfill	\$ 750.00	\$ 1,500.00
240	Bags of Mulch	\$ 5.15	\$ 1,236.00
TOTAL			\$ 78,236.00

Accepted \_\_\_\_\_

Date \_\_\_\_\_

Joe Dent  
Impact Landscaping & Irrigation LLC

4/8/2025  
Date \_\_\_\_\_

Proposal is good for 30 days.

If a billing statement balance is not paid in full when due, interest will be charged on any unpaid balance that remains past due beginning on the first day it is past due and continuing until paid at the rate of 18% per annum (or the maximum lawful rate if less.) Should Impact Landscaping and Irrigation, LLC employ an attorney to enforce any of the provisions hereof, to protect its interest in any matter arising under this contract, to collect damages for the breach of this contract, the customer(s) jointly and severally agree to pay Impact Landscaping and Irrigation, LLC all reasonable costs, charges, expenses and attorney's fees expended or incurred in this regard.





# PROPOSAL

**COMMUNITY:** Becker Road CDD

**PREPARED BY:** Maintenance-Additional work

**DEPARTMENT:** Maintenance

**JOB #:** 1446

QUANTITY	DESCRIPTION	UNIT COST	EXTENDED
	<b>Remove Sylvesters diseased with Lethal Bronzing</b>		
	<b>Phase 3 Veranda Oaks berm exterior</b>		
66	Royal Palm 5' G.W.	\$ 1,125.00	\$ 74,250.00
120	Bags of Mulch Gold	\$ 5.15	\$ 618.00
66	Removals, cut up, load and haul to land fill	\$ 125.00	\$ 8,250.00
66	Waived	\$ (125.00)	\$ (8,250.00)
	ALL WORK ON EXTERIOR BERM SHEETS LA2 - LA5		
	Enhanced Landscape Buffer Plans		
<b>TOTAL</b>			<b>\$ 74,868.00</b>

Date \_\_\_\_\_

            
**Date**

If a billing statement balance is not paid in full when due, interest will be charged on any unpaid balance that remains past due beginning on the first day it is past due and continuing until paid at the rate of 18% per annum (or the maximum lawful rate if less). Should Impact Landscaping and Irrigation, LLC employ an attorney to enforce any of the provisions hereof, to protect its interest in any matter arising under this contract, to collect damages for the breach of this contract, the customer(s) jointly and severally agree to pay Impact Landscaping and Irrigation, LLC all reasonable costs, charges, expenses and attorney's fees expended or



## **Tab 7**



**Date:** 6/2/2025  
**To:** Veranda Community Development District II  
Brian Mendes  
**Subject:** Hoover Maintenance Agreement, MA#7410  
**Contract Term:** 12 months 9/1/2025 - 8/31/2026  
**Site IDs:** #9338

**Phone:**

**The Hoover Maintenance Program** includes 2 preventative maintenance site visits per year by a Hoover Certified Pump Technician. The following preventative maintenance will be furnished for each pump system as required:

- **Priority Scheduling** - When repair service is required, no standard diagnostic fee for evaluation will be charged - only time and materials will apply.
- **Pump Control Panel** - Test control logic, torque electrical connections to specification, treat components with anti-oxidant protective spray, test and replace surge protection components, check HMI.
- **Variable Frequency Drive(s)** (if applicable) - Test and confirm proper operation. Change parameters if required.
- **Pump motor(s)** - Service bearings, check operation and current draw against specification, check motor connections.
- **Pump(s)** - Check condition of seal. Confirm flow and pressure performance.
- **Air Conditioner** (if applicable) - Check and confirm proper operation. Clean filter.
- **Control Valve** (if applicable) - Check pilots and service. Clean filter. Calibrate valve and replace worn diaphragm if required.
- **Flow Meter** (if applicable) - Test flow meter and pressure transducer for proper operation. Calibrate flow meter as required by Florida Water Management District upon client request.
- **Pressure Tank** (if applicable) - Check and adjust tank precharge pressure as required.
- **Suction Intake** (if applicable) - Evaluate intake performance and recommend screen cleaning as required.
- **Discharge Filter** (if applicable) - Check operation, clean command filters, and flush tubing.
- **Rain Bucket** (if applicable) - Check operation. Replace filter. Clean bucket.
- **UPS Battery** (if applicable) - Check condition.
- **RCS** (if applicable) - Check pilot operation and service. Replace worn diaphragm on shutoff valve if required.
- **Level Transducer** (if applicable) - Check operation and reporting.
- **Tubing** - Flush tubing to hydraulic controls.
- **Gauges** - Replace as needed.
- **Fiberglass Enclosure** (if applicable) - Check lockable handle, hinges and opening mechanism.
- **Report** - To be submitted upon completion of service call with findings and recommendations.

The following items are excluded from the Hoover Maintenance Program:

- Suction intake cleaning or adjustments due to changing water levels
- Repairs due to failure of any electrical or mechanical components due to mistreatment of the system and other causes not covered by Hoover Pumping Systems warranty





**Date:** 6/2/2025  
**To:** Veranda Community Development District II  
Brian Mendes  
**Subject:** Hoover Maintenance Agreement, MA#7410  
**Contract Term:** 12 months 9/1/2025 - 8/31/2026  
**Site IDs:** #9338

**Phone:**

- Repairs due to failures or recurring problems caused by poor water quality including chemical or biological fouling or field irrigation system problems
- Repairs due to vandalism, accidents, negligence or natural events including wind, flood, power surge and lightning
- Repairs due to operating the irrigation system in a manner that exceeds the limits of pump system design performance, or due to repeated rapid cycling of pump system due to irrigation system leaks.
- Disc-Filter cleaning not included

**For Hoover Flowguard pump systems the Hoover Maintenance Program includes:**

- **24/7 Control** and remote automatic monitoring of the irrigation and pump system
- **Automated system alerts** and warnings via e-mail, proactive system support, and up to 8 hours assistance from the Hoover Help Desk.
- **Broadband Internet Service Connection.**
- **Graphical web display** of Water Management system status, alarm enunciators, controls, history, trends, data logs, maintenance alerts, service counters, and configuration.
- **Unlimited Free webinars** to learn best practices for using Flowguard.
- **Water restriction controls** to prevent over/under watering, save energy and water consumption, and rapid cycling due to field issues.
- **Remote system Shut-down** and Reset features with shutoff valves.
- **Protection features** to indicate low pressure, high flow rate including automatic, adjustable shut down.
- **Printable water management usage reports** for graphing, events, usage, and configurations.

**The following are the Flowguard Sites on this agreement**

<b>Site ID</b>	<b>Site Name</b>	<b>Model #</b>
9338	Veranda Becker Road Phase 3 Pump System	HSF-10PDV-460/3-MR3W-Z

Total Annual Price \$2,290.00

**\*\*Save Time and Costs** of additional service visits by pre-authorizing a Hoover tech to repair non-maintenance related, system performance, or safety-critical component problems while on site for maintenance. Please select ONE of two options:

- ☐ YES, I authorize Hoover to complete non-maintenance related repairs up to \$750.00 while on site during a Maintenance visit. *The Hoover Technician will call the on-site manager to discuss the repair prior to completing the work. For repairs exceeding \$750.00, approval will be obtained immediately or in advance.*
- ☐ NO, I want to approve each non-maintenance related repair. If an authorized manager is not available to provide immediate approval, an additional service visit will be scheduled after approval is obtained.

**Terms:** This agreement is automatically renewable for one year unless written notice is provided by either party 30 days prior to its expiration. We still require a signed copy for our records. Hoover Pumping systems Standard Terms and Conditions of Sales will apply. Hoover will use care, but is not responsible for the repair of hardscape, non-located customer owned utilities, or landscape damaged in the course of performing work and accessing work areas.

Accepted by:  
Hoover Pumping Systems



\_\_\_\_\_  
Ramona Mingo 6/2/2025

Accepted by:  
Veranda Community Development District II

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
P.O. Number (if required)

## Tab 8



## **One-Time Work Order Agreement**

**Customer Name:** Veranda Gardens Homeowners Association, Inc.

**Property Contact:** Sylvia Woolcock, CAM

**Work Order Description:** Littoral Test Planting

**Premier Lakes Consultant:** Dustin Hormann

**Consultant Phone Number:** 239-229-5742

This Agreement, dated **May 27th, 2025**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Veranda Gardens Homeowners Association, Inc.**, hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this agreement.
2. **Service Area:** The "Service Area" is described as **Test Planting in 3 locations on the map attached.**
3. **One-Time Services:** Premier Lakes will perform **planting of 400 total plants including 100 each of Spikerush, Golden Canna, Pickerelweed, and Arrowhead.**
4. **Payment Terms:** The total agreement amount is **\$600.00**. The total agreement amount is due upon the execution of this agreement. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.
5. **Forms of Payment:** Premier Lakes accepts payment by check, ACH, debit, and credit card.
6. **Credit & Debit Card Fees:** Premier Lakes will charge customers a 3% processing fee for invoices paid by Credit or Debit card.
7. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement.



If Premier Lakes commences services under this Agreement, this paragraph will not apply.

8. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services nor for any failure to provide the Services due to any cause beyond its reasonable control.
9. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.
10. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for plant damage due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.
11. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.
12. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
13. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.

**Total Agreement Amount:** \$600.00

**Accepted and Approved:**

**Veranda Gardens Homeowners Association, Inc.**

**Signature:**

**Printed Name:**

**Title:**

**Date:**

**Customer Address for Notice Purposes:**

**Premier Lakes, Inc.**

**Signature:**

**Name:**

**Title:**

**Date:**

**Please Remit All Payments & Contracts to:** 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33544.



# Verandah Gardens

Planting Map

100' - 100 Plants

200' - 200 Plants

100' - 100 Plants

Wildflower Photography FL

Veranda Gardens Homeowners Association

Veranda Gardens Clubhouse

Westla

Veranda Gar

SE Boboli Way

Cinsational Chef



900 ft



## Tab 9



## **One-Time Work Order Agreement**

**Customer Name:** Veranda II CDD  
**Property Contact:** Brian Mendes  
**Work Order Description:** Midge Treatment  
**Premier Lakes Consultant:** Bill Kurth  
**Consultant Phone Number:** 239-707-4899

This Agreement, dated **August 3rd, 2025**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and Veranda II CDD, hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this agreement.
2. **Service Area:** The "Service Area" is described as **Lake 1-6**, Veranda Gardens, Veranda Gardens II CDD
3. **One-Time Services:** Premier Lakes will perform Two applications of midge control products, 3 to 4 weeks apart
4. **Payment Terms:** The total agreement amount is **\$2,537.00**. A 50% deposit is due upon the execution of this agreement. The remaining 50% will be invoiced upon completion of services. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.
5. **Forms of Payment:** Premier Lakes accepts payment by check, ACH, debit, and credit card.
6. **Credit & Debit Card Fees:** Premier Lakes will charge customers a 3% processing fee for invoices paid by Credit or Debit card.
7. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement.



If Premier Lakes commences services under this Agreement, this paragraph will not apply.

8. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services nor for any failure to provide the Services due to any cause beyond its reasonable control.
9. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.
10. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for plant damage due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.
11. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.
12. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
13. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.

#### **Breakdown Per Lake:**

**1 - 293**

**2- 229**

**3- 1200**

**4- 229**

**5- 293**

**6- 293**



**Total Agreement Amount:** \$2,537

**Accepted and Approved:**

**Veranda II CDD**

**Signature:**

**Printed Name:**

**Title:**

**Date:**

**Customer Address for Notice Purposes:**

**Premier Lakes, Inc.**

**Signature:** *William R Kurth*

**Name:** Bill Kurth

**Title:** Vice President

**Date:** August 3rd, 2025

**Please Remit All Payments & Contracts to:** 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33544.

## **Tab 10**



Rizzetta & Company

# **Veranda Community Development District II**

[verandacdd2.org](http://verandacdd2.org)

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## **Adopted Budget for Fiscal Year 2025-2026**

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**Adopted Budget**  
**Veranda II Community Development District**  
 General Fund  
 Fiscal Year 2025/2026

**Chart of Accounts Classification**

**Budget for 2025/2026**

<b>ASSESSMENT REVENUES</b>	
<i>Special Assessments</i>	
Tax Roll*	\$ 657,350
<b>Assessment Revenue Subtotal</b>	<b>\$ 657,350</b>
<b>OTHER REVENUES</b>	
<i>Interest Earnings</i>	
Interest Earnings	\$ -
<i>Other Miscellaneous Revenues</i>	
Balance Forward from Prior Year	
<b>Other Revenue Subtotal</b>	<b>\$ -</b>
<b>TOTAL REVENUES</b>	<b>\$ 657,350</b>
*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.	



**Adopted Budget**  
**Veranda II Community Development District**  
 General Fund  
 Fiscal Year 2025/2026

**Chart of Accounts Classification**

**Budget for 2025/2026**

<b>EXPENDITURES - ADMINISTRATIVE</b>	
<i><b>Legislative</b></i>	
Supervisor Fees	\$ 8,000
<i><b>Financial &amp; Administrative</b></i>	
Accounting Services	\$ 20,650
Administrative Services	\$ 4,917
Arbitrage Rebate Calculation	\$ 1,350
Assessment Roll	\$ 5,736
Auditing Services	\$ 5,800
Disclosure Report	\$ 8,000
District Engineer	\$ 15,000
District Management	\$ 21,962
Dues, Licenses & Fees	\$ 175
Financial & Revenue Collections	\$ 4,370
Legal Advertising	\$ 2,100
Miscellaneous Fees	\$ 1,500
Property Appraiser Fees	\$ 61,142
Public Officials Liability Insurance	\$ 3,100
Trustees Fees	\$ 19,000

**Adopted Budget**  
**Veranda II Community Development District**  
 General Fund  
 Fiscal Year 2025/2026

**Chart of Accounts Classification**

**Budget for 2025/2026**

Website ADA Hosting, Compliance	\$ 2,738
<b><i>Legal Counsel</i></b>	
District Counsel	\$ 15,000
<b>Administrative Subtotal</b>	<b>\$ 200,540</b>
<b>EXPENDITURES - FIELD OPERATIONS</b>	
<b><i>Stormwater Control</i></b>	
Aquatic Pond Maintenance	\$ 33,000
Wetland & Preserve Maintenance	\$ 22,300
<b><i>Other Physical Environment</i></b>	
Becker Berm Maintenance	\$ 132,000
Becker Road Maintenance	\$ 178,000
General Liability & Property Insurance	\$ 17,000
Irrigation Repairs	\$ 7,500
Landscape - Mulch	\$ 30,000
Landscape Replacement Plants, Shrubs, Trees	\$ 35,000
<b><i>Contingency</i></b>	
Miscellaneous Contingency	\$ 2,010

**Adopted Budget**  
**Veranda II Community Development District**  
General Fund  
Fiscal Year 2025/2026

**Chart of Accounts Classification**

**Budget for 2025/2026**

Field Operations Subtotal	\$ 456,810
<b>TOTAL EXPENDITURES</b>	<b>\$ 657,350</b>

**Adopted Budget**  
**Veranda II Community Development District II**  
Reserve Fund  
Fiscal Year 2025/2026

**Chart of Accounts Classification**

**Budget for 2025/2026**

<b>ASSESSMENT REVENUES</b>	
<i>Special Assessments</i>	
Tax Roll*	\$ (74,275)
<b>Assessment Revenue Subtotal</b>	<b>\$ (74,275)</b>
<b>OTHER REVENUES</b>	
<i>Interest Earnings</i>	
Interest Earnings	\$ -
<i>Other Miscellaneous Revenues</i>	
Balance Forward	\$ 500,000
City Stormwater Rebate	\$ 239,000
<b>Other Revenue Subtotal</b>	<b>\$ 739,000</b>
<b>TOTAL REVENUES</b>	<b>\$ 664,725</b>
*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.	
<b>EXPENDITURES</b>	
<i>Stormwater Control</i>	
Stormwater Repair	\$ 227,000
<i>Contingency</i>	
Becker Road Hardscape/Lighting	\$ 137,725
Miscellaneous Contingency	\$ 300,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 664,725</b>

Veranda II Community Development District

Debt Service

Fiscal Year 2025/2026

Chart of Accounts Classification	Series 2018AA1	Series 2018AA2	Series 2021 AA4	Series 2021AA5	Series 2024AA3	Series 2024AA5	Budget for 2025/2026
REVENUES							
Special Assessments							
Net Special Assessments <sup>(1)</sup>	\$294,287.58	\$452,339.84	\$379,800.93	\$208,800.51	\$958,386.48	\$219,599.59	\$2,513,214.93
TOTAL REVENUES	\$294,287.58	\$452,339.84	\$379,800.93	\$208,800.51	\$958,386.48	\$219,599.59	\$2,513,214.93
EXPENDITURES							
Administrative							
Debt Service Obligation	\$294,287.58	\$452,339.84	\$379,800.93	\$208,800.51	\$958,386.48	\$219,599.59	\$2,513,214.93
Administrative Subtotal	\$294,287.58	\$452,339.84	\$379,800.93	\$208,800.51	\$958,386.48	\$219,599.59	\$2,513,214.93
TOTAL EXPENDITURES	\$294,287.58	\$452,339.84	\$379,800.93	\$208,800.51	\$958,386.48	\$219,599.59	\$2,513,214.93
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

St. Lucie County Collection Costs (2%) and Early Payment Discounts (4%):

6.0%

GROSS ASSESSMENTS

\$2,672,425.03

Notes:

Tax Roll County Collection Costs (2%) and Early Payment Discounts (4%) total 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

<sup>(1)</sup> Maximum Annual Debt Service less any Prepaid Assessments Received

VERANDA II COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2025/2026 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2025/2026 O&M Budget:		\$583,075.00	2024/2025 O&M Budget:	\$583,073.00
Collection Costs:	2.0%	\$12,405.85	2025/2026 O&M Budget:	\$583,075.00
Early Payment Discounts:	4.0%	\$24,811.70		
2025/2026 Total:		<b>\$620,292.55</b>	Total Difference:	<b>\$2.00</b>

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2024/2025	2025/2026	\$	%
VERANDA GARDEN EAST <sup>(1)</sup>					
SINGLE FAMILY 52'	Series 2018AA1 Debt Service	\$1,473.21	\$1,473.21	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$1,866.55	\$1,866.55	\$0.00	0.00%
SINGLE FAMILY 62'	Series 2018AA1 Debt Service	\$1,579.51	\$1,579.51	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$1,972.85	\$1,972.85	\$0.00	0.00%
VERANDA PRESERVES WEST <sup>(1)</sup>					
SINGLE FAMILY 47'	Series 2018AA2 Debt Service	\$1,526.36	\$1,526.36	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$1,919.70	\$1,919.70	\$0.00	0.00%
SINGLE FAMILY 52'	Series 2018AA2 Debt Service	\$1,526.36	\$1,526.36	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$1,919.70	\$1,919.70	\$0.00	0.00%
SINGLE FAMILY 62'	Series 2018AA2 Debt Service	\$1,526.36	\$1,526.36	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$1,919.70	\$1,919.70	\$0.00	0.00%
VERANDA OAKS <sup>(1)</sup>					
SINGLE FAMILY 52' (Partial)	Series 2021AA4 Debt Service	\$1,913.27	\$1,913.27	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$2,306.61	\$2,306.61	\$0.00	0.00%
VERANDA ESTATES <sup>(1)</sup>					
SINGLE FAMILY 52' (Partial)	Series 2021AA5 Debt Service	\$1,913.27	\$1,913.27	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$2,306.61	\$2,306.61	\$0.00	0.00%
SINGLE FAMILY 62' (Partial)	Series 2021AA5 Debt Service	\$1,913.27	\$1,913.27	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$2,306.61	\$2,306.61	\$0.00	0.00%
VERANDA PRESERVE EAST <sup>(1)</sup>					
SINGLE FAMILY 36'	Series 2024AA3 Debt Service	\$2,206.84	\$2,206.84	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$2,600.18	\$2,600.18	\$0.00	0.00%
SINGLE FAMILY 52'	Series 2024AA3 Debt Service	\$2,206.84	\$2,206.84	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$2,600.18	\$2,600.18	\$0.00	0.00%
SINGLE FAMILY 62'	Series 2024AA3 Debt Service	\$2,206.84	\$2,206.84	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$2,600.18	\$2,600.18	\$0.00	0.00%
VERANDA ESTATES <sup>(1)</sup>					
SINGLE FAMILY 52'	Series 2024AA5 Debt Service	\$3,426.69	\$1,914.89	-\$1,511.80	-44.12%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%

VERANDA II COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2025/2026 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2025/2026 O&M Budget:		\$583,075.00	2024/2025 O&M Budget:	\$583,073.00
Collection Costs:	2.0%	\$12,405.85	2025/2026 O&M Budget:	\$583,075.00
Early Payment Discounts:	4.0%	\$24,811.70		
2025/2026 Total:		<b>\$620,292.55</b>	Total Difference:	<b>\$2.00</b>

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2024/2025	2025/2026	\$	%
	Total	<b>\$3,820.03</b>	<b>\$2,308.23</b>	<b>-\$1,511.80</b>	<b>-39.58%</b>
SINGLE FAMILY 62'	Series 2024AA5 Debt Service	\$4,085.67	\$1,914.89	-\$2,170.78	-53.13%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	<b>\$4,479.01</b>	<b>\$2,308.23</b>	<b>-\$2,170.78</b>	<b>-48.47%</b>

<sup>(1)</sup> **Assessment Areas represent the following phases:**  
Assessment Area 1 - Veranda Gardens East  
Assessment Area 2 - Veranda Preserve West  
Assessment Area 3 - Veranda Preserve East  
- Assessment Area 4 - Veranda Oaks  
- Assessment Area 5 - Veranda Estates

VERANDA II COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$583,075.00
COLLECTION COSTS @	2.0%	\$12,405.85
EARLY PAYMENT DISCOUNT @	4.0%	\$24,811.70
TOTAL O&M ASSESSMENT		<u>\$620,292.55</u>

UNITS ASSESSED								ALLOCATION OF O&M ASSESSMENT				PER LOT ANNUAL ASSESSMENT									
		SERIES 2018AA1	SERIES 2018AA2	SERIES 2021AA4	SERIES 2021AA5	SERIES 2024AA3	SERIES 2024AA5	EAU	TOTAL	% TOTAL	TOTAL			SERIES 2018AA1	SERIES 2018AA2	SERIES 2021AA4	SERIES 2021AA5	SERIES 2024AA3	SERIES 2024AA5		
LOT SIZE	O&M	DEBT SERVICE <sup>(1)</sup>	DEBT SERVICE <sup>(2)</sup>	DEBT SERVICE <sup>(3)</sup>	DEBT SERVICE <sup>(3)</sup>	DEBT SERVICE <sup>(4)</sup>	DEBT SERVICE <sup>(4)</sup>	FACTOR	EAU's	EAU's	O&M BUDGET	O&M	DEBT SERVICE <sup>(5)</sup>	DEBT SERVICE <sup>(6)</sup>	DEBT SERVICE <sup>(6)</sup>	DEBT SERVICE <sup>(6)</sup>	DEBT SERVICE <sup>(7)</sup>	DEBT SERVICE <sup>(7)</sup>	TOTAL <sup>(8)</sup>	TOTAL <sup>(8)</sup>	
Veranda Gardens East																					
SF 52	236	148	0	0	0	0	0	1.00	236.00	14.97%	\$92,827.55	\$393.34	\$1,473.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,866.55	
SF 62	106	60	0	0	0	0	0	1.00	106.00	6.72%	\$41,693.73	\$393.34	\$1,678.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,972.85	
Veranda Preserves West																					
SF 47	165	0	161	0	0	0	0	1.00	165.00	10.46%	\$64,900.62	\$393.34	\$0.00	\$1,526.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,919.70	
SF 52	102	0	100	0	0	0	0	1.00	102.00	6.47%	\$40,120.38	\$393.34	\$0.00	\$1,526.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,919.70	
SF 62	55	0	54	0	0	0	0	1.00	55.00	3.49%	\$21,633.54	\$393.34	\$0.00	\$1,526.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,919.70	
Veranda Oaks																					
SF 52 (Partial)	211	0	0	211	0	0	0	1.00	211.00	13.36%	\$82,904.12	\$393.34	\$0.00	\$0.00	\$1,913.27	\$0.00	\$0.00	\$0.00	\$0.00	\$2,306.61	
Veranda Estates																					
SF 52 (Partial)	87	0	0	0	87	0	0	1.00	87.00	5.52%	\$34,220.32	\$393.34	\$0.00	\$0.00	\$0.00	\$1,913.27	\$0.00	\$0.00	\$0.00	\$2,306.61	
SF 62 (Partial)	29	0	0	0	29	0	0	1.00	29.00	1.84%	\$11,406.77	\$393.34	\$0.00	\$0.00	\$0.00	\$1,913.27	\$0.00	\$0.00	\$0.00	\$2,306.61	
Veranda Preserves East																					
SF 36	182	0	0	0	0	182	0	1.00	182.00	11.54%	\$71,587.35	\$393.34	\$0.00	\$0.00	\$0.00	\$0.00	\$2,206.84	\$0.00	\$0.00	\$2,600.18	
SF 52	135	0	0	0	0	134	0	1.00	135.00	8.56%	\$53,100.50	\$393.34	\$0.00	\$0.00	\$0.00	\$0.00	\$2,206.84	\$0.00	\$0.00	\$2,600.18	
SF 62	147	0	0	0	0	146	0	1.00	147.00	9.32%	\$57,820.55	\$393.34	\$0.00	\$0.00	\$0.00	\$0.00	\$2,206.84	\$0.00	\$0.00	\$2,600.18	
Veranda Estates																					
SF 52	60	0	0	0	0	0	60	1.00	60.00	3.80%	\$23,600.22	\$393.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,914.89	\$0.00	\$2,308.23	
SF 62	62	0	0	0	0	0	62	1.00	62.00	3.93%	\$24,386.90	\$393.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,914.89	\$0.00	\$2,308.23	
Total Community	1577	208	315	211	116	462	122		1577.00	100.00%	\$620,292.55										

LESS: St. Lucie County Collection Costs (2%) and Early Payment Discounts (4%):	(\$37,217.55)
<b>Net Revenue to be Collected:</b>	<b>\$583,076.00</b>

Net Revenue to be Collected:	\$583,075.00
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(f) Reflects the number of total lots with Series 2018AA1 debt outstanding.

<sup>20</sup> Reflects the number of total lots with Series 2018AA2 debt outstanding.

<sup>(b)</sup> Reflects the number of total lots with Series 2021 debt outstanding.

<sup>40</sup> Reflects the number of total lots with Series 2024 debt outstanding.

Annual debt service assessment per lot adopted in connection with the Series 2016 bond issuance. Annual assessment includes principal, interest, St. Lucie County collection costs and early payment discounts.

<sup>(7)</sup> Annual debt service assessment per lot adopted in connection with the Series 2024 bond issuance. Annual assessment includes principal, interest, St. Lucie County collection costs and early payment discounts.

\* Annual assessment that will appear on November 2025 St. Lucie County property tax bill. Amount shown includes all applicable collection costs (2%) and early payment discounts (up to 4% if paid early). St. Lucie County Property Appraiser charges an additional 2% that is invoiced directly to the District. Please see budget line item 34.



## **GENERAL FUND BUDGET** **ACCOUNT CATEGORY DESCRIPTION**

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### **REVENUES:**

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

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### **EXPENDITURES – ADMINISTRATIVE:**

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Master Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

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## **EXPENDITURES - FIELD OPERATIONS:**

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.

**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Streetlights:** The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.

**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

**Maintenance & Repair:** The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.

**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

## **DEBT SERVICE FUND BUDGET** **ACCOUNT CATEGORY DESCRIPTION**

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### **REVENUES:**

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

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### **EXPENDITURES – ADMINISTRATIVE:**

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



# **Exhibit A**

**RESOLUTION 2025-07**  
**[FY 2026 APPROPRIATION RESOLUTION]**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE VERANDA COMMUNITY DEVELOPMENT DISTRICT II (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**FY 2026**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Veranda Community Development District II (“**District**”) prior to June 15, 2025, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

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

**SECTION 1. BUDGET**

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Veranda Community Development District II for the Fiscal Year Ending September 30, 2026.”

- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for FY 2026, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2026 or within 60 days following the end of the FY 2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 2<sup>nd</sup> DAY OF SEPTEMBER, 2025.**

ATTEST:

**VERANDA COMMUNITY DEVELOPMENT  
DISTRICT II**

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Secretary / Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** FY 2026 Budget

## **Tab 11**



Rizzetta & Company

# **Veranda Community Development District II**

[verandacdd2.org](http://verandacdd2.org)

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## **Adopted Budget for Fiscal Year 2025-2026**

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**Adopted Budget**  
**Veranda II Community Development District**  
 General Fund  
 Fiscal Year 2025/2026

**Chart of Accounts Classification**

**Budget for 2025/2026**

<b>ASSESSMENT REVENUES</b>	
<i>Special Assessments</i>	
Tax Roll*	\$ 657,350
<b>Assessment Revenue Subtotal</b>	<b>\$ 657,350</b>
<b>OTHER REVENUES</b>	
<i>Interest Earnings</i>	
Interest Earnings	\$ -
<i>Other Miscellaneous Revenues</i>	
Balance Forward from Prior Year	
<b>Other Revenue Subtotal</b>	<b>\$ -</b>
<b>TOTAL REVENUES</b>	<b>\$ 657,350</b>
*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.	

**Adopted Budget**  
**Veranda II Community Development District**  
 General Fund  
 Fiscal Year 2025/2026

**Chart of Accounts Classification**

**Budget for 2025/2026**

<b>EXPENDITURES - ADMINISTRATIVE</b>	
<i><b>Legislative</b></i>	
Supervisor Fees	\$ 8,000
<i><b>Financial &amp; Administrative</b></i>	
Accounting Services	\$ 20,650
Administrative Services	\$ 4,917
Arbitrage Rebate Calculation	\$ 1,350
Assessment Roll	\$ 5,736
Auditing Services	\$ 5,800
Disclosure Report	\$ 8,000
District Engineer	\$ 15,000
District Management	\$ 21,962
Dues, Licenses & Fees	\$ 175
Financial & Revenue Collections	\$ 4,370
Legal Advertising	\$ 2,100
Miscellaneous Fees	\$ 1,500
Property Appraiser Fees	\$ 61,142
Public Officials Liability Insurance	\$ 3,100
Trustees Fees	\$ 19,000



**Adopted Budget**  
**Veranda II Community Development District**  
 General Fund  
 Fiscal Year 2025/2026

**Chart of Accounts Classification**

**Budget for 2025/2026**

Website ADA Hosting, Compliance	\$ 2,738
<b><i>Legal Counsel</i></b>	
District Counsel	\$ 15,000
<b>Administrative Subtotal</b>	<b>\$ 200,540</b>
<b>EXPENDITURES - FIELD OPERATIONS</b>	
<b><i>Stormwater Control</i></b>	
Aquatic Pond Maintenance	\$ 33,000
Wetland & Preserve Maintenance	\$ 22,300
<b><i>Other Physical Environment</i></b>	
Becker Berm Maintenance	\$ 132,000
Becker Road Maintenance	\$ 178,000
General Liability & Property Insurance	\$ 17,000
Irrigation Repairs	\$ 7,500
Landscape - Mulch	\$ 30,000
Landscape Replacement Plants, Shrubs, Trees	\$ 35,000
<b><i>Contingency</i></b>	
Miscellaneous Contingency	\$ 2,010

**Adopted Budget**  
**Veranda II Community Development District**  
General Fund  
Fiscal Year 2025/2026

**Chart of Accounts Classification**

**Budget for 2025/2026**

Field Operations Subtotal	\$ 456,810
<b>TOTAL EXPENDITURES</b>	<b>\$ 657,350</b>

**Adopted Budget**  
**Veranda II Community Development District II**  
Reserve Fund  
Fiscal Year 2025/2026

**Chart of Accounts Classification**

**Budget for 2025/2026**

<b>ASSESSMENT REVENUES</b>	
<i>Special Assessments</i>	
Tax Roll*	\$ (74,275)
<b>Assessment Revenue Subtotal</b>	<b>\$ (74,275)</b>
<b>OTHER REVENUES</b>	
<i>Interest Earnings</i>	
Interest Earnings	\$ -
<i>Other Miscellaneous Revenues</i>	
Balance Forward	\$ 500,000
City Stormwater Rebate	\$ 239,000
<b>Other Revenue Subtotal</b>	<b>\$ 739,000</b>
<b>TOTAL REVENUES</b>	<b>\$ 664,725</b>
*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.	
<b>EXPENDITURES</b>	
<i>Stormwater Control</i>	
Stormwater Repair	\$ 227,000
<i>Contingency</i>	
Becker Road Hardscape/Lighting	\$ 137,725
Miscellaneous Contingency	\$ 300,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 664,725</b>

Veranda II Community Development District

Debt Service

Fiscal Year 2025/2026

Chart of Accounts Classification	Series 2018AA1	Series 2018AA2	Series 2021 AA4	Series 2021AA5	Series 2024AA3	Series 2024AA5	Budget for 2025/2026
REVENUES							
Special Assessments							
Net Special Assessments <sup>(1)</sup>	\$294,287.58	\$452,339.84	\$379,800.93	\$208,800.51	\$958,386.48	\$219,599.59	\$2,513,214.93
TOTAL REVENUES	\$294,287.58	\$452,339.84	\$379,800.93	\$208,800.51	\$958,386.48	\$219,599.59	\$2,513,214.93
EXPENDITURES							
Administrative							
Debt Service Obligation	\$294,287.58	\$452,339.84	\$379,800.93	\$208,800.51	\$958,386.48	\$219,599.59	\$2,513,214.93
Administrative Subtotal	\$294,287.58	\$452,339.84	\$379,800.93	\$208,800.51	\$958,386.48	\$219,599.59	\$2,513,214.93
TOTAL EXPENDITURES	\$294,287.58	\$452,339.84	\$379,800.93	\$208,800.51	\$958,386.48	\$219,599.59	\$2,513,214.93
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

St. Lucie County Collection Costs (2%) and Early Payment Discounts (4%):

6.0%

GROSS ASSESSMENTS

\$2,672,425.03

Notes:

Tax Roll County Collection Costs (2%) and Early Payment Discounts (4%) total 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

<sup>(1)</sup> Maximum Annual Debt Service less any Prepaid Assessments Received

VERANDA II COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2025/2026 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2025/2026 O&M Budget:		\$583,075.00	2024/2025 O&M Budget:	\$583,073.00
Collection Costs:	2.0%	\$12,405.85	2025/2026 O&M Budget:	\$583,075.00
Early Payment Discounts:	4.0%	\$24,811.70		
2025/2026 Total:		<b>\$620,292.55</b>	Total Difference:	<b>\$2.00</b>

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2024/2025	2025/2026	\$	%
VERANDA GARDEN EAST <sup>(1)</sup>					
SINGLE FAMILY 52'	Series 2018AA1 Debt Service	\$1,473.21	\$1,473.21	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$1,866.55	\$1,866.55	\$0.00	0.00%
SINGLE FAMILY 62'	Series 2018AA1 Debt Service	\$1,579.51	\$1,579.51	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$1,972.85	\$1,972.85	\$0.00	0.00%
VERANDA PRESERVES WEST <sup>(1)</sup>					
SINGLE FAMILY 47'	Series 2018AA2 Debt Service	\$1,526.36	\$1,526.36	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$1,919.70	\$1,919.70	\$0.00	0.00%
SINGLE FAMILY 52'	Series 2018AA2 Debt Service	\$1,526.36	\$1,526.36	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$1,919.70	\$1,919.70	\$0.00	0.00%
SINGLE FAMILY 62'	Series 2018AA2 Debt Service	\$1,526.36	\$1,526.36	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$1,919.70	\$1,919.70	\$0.00	0.00%
VERANDA OAKS <sup>(1)</sup>					
SINGLE FAMILY 52' (Partial)	Series 2021AA4 Debt Service	\$1,913.27	\$1,913.27	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$2,306.61	\$2,306.61	\$0.00	0.00%
VERANDA ESTATES <sup>(1)</sup>					
SINGLE FAMILY 52' (Partial)	Series 2021AA5 Debt Service	\$1,913.27	\$1,913.27	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$2,306.61	\$2,306.61	\$0.00	0.00%
SINGLE FAMILY 62' (Partial)	Series 2021AA5 Debt Service	\$1,913.27	\$1,913.27	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$2,306.61	\$2,306.61	\$0.00	0.00%
VERANDA PRESERVE EAST <sup>(1)</sup>					
SINGLE FAMILY 36'	Series 2024AA3 Debt Service	\$2,206.84	\$2,206.84	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$2,600.18	\$2,600.18	\$0.00	0.00%
SINGLE FAMILY 52'	Series 2024AA3 Debt Service	\$2,206.84	\$2,206.84	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$2,600.18	\$2,600.18	\$0.00	0.00%
SINGLE FAMILY 62'	Series 2024AA3 Debt Service	\$2,206.84	\$2,206.84	\$0.00	0.00%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$2,600.18	\$2,600.18	\$0.00	0.00%
VERANDA ESTATES <sup>(1)</sup>					
SINGLE FAMILY 52'	Series 2024AA5 Debt Service	\$3,426.69	\$1,914.89	-\$1,511.80	-44.12%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%

VERANDA II COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2025/2026 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2025/2026 O&M Budget:		\$583,075.00	2024/2025 O&M Budget:	\$583,073.00
Collection Costs:	2.0%	\$12,405.85	2025/2026 O&M Budget:	\$583,075.00
Early Payment Discounts:	4.0%	\$24,811.70		
2025/2026 Total:		\$620,292.55	Total Difference:	\$2.00

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2024/2025	2025/2026	\$	%
SINGLE FAMILY 62'	Total	\$3,820.03	\$2,308.23	-\$1,511.80	-39.58%
	Series 2024AA5 Debt Service	\$4,085.67	\$1,914.89	-\$2,170.78	-53.13%
	Operations/Maitenance	\$393.34	\$393.34	\$0.00	0.00%
	Total	\$4,479.01	\$2,308.23	-\$2,170.78	-48.47%

<sup>(1)</sup> Assessment Areas represent the following phases:

Assessment Area 1 - Veranda Gardens East

Assessment Area 2 - Veranda Preserve West

Assessment Area 3 - Veranda Preserve East

- Assessment Area 4 - Veranda Oaks

- Assessment Area 5 - Veranda Estates

VERANDA II COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2025/2026 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$583,078.00
COLLECTION COSTS @	2.0%	\$12,405.85
EARLY PAYMENT DISCOUNT @	4.0%	\$24,811.70
TOTAL O&M ASSESSMENT		<u>\$620,292.55</u>

UNITS ASSESSED								ALLOCATION OF O&M ASSESSMENT				PER LOT ANNUAL ASSESSMENT									
		SERIES 2016AA1	SERIES 2016AA2	SERIES 2021AA4	SERIES 2021AA5	SERIES 2024AA3	SERIES 2024AA5	EAU	TOTAL	% TOTAL	TOTAL			SERIES 2016AA1	SERIES 2016AA2	SERIES 2021AA4	SERIES 2021AA5	SERIES 2024AA3	SERIES 2024AA5		
LOT SIZE	O&M	DEBT SERVICE <sup>(1)</sup>	DEBT SERVICE <sup>(2)</sup>	DEBT SERVICE <sup>(2)</sup>	DEBT SERVICE <sup>(2)</sup>	DEBT SERVICE <sup>(4)</sup>	DEBT SERVICE <sup>(4)</sup>	FACTOR	EAU's	EAU's	O&M BUDGET	O&M	DEBT SERVICE <sup>(2)</sup>	DEBT SERVICE <sup>(2)</sup>	DEBT SERVICE <sup>(2)</sup>	DEBT SERVICE <sup>(2)</sup>	DEBT SERVICE <sup>(2)</sup>	DEBT SERVICE <sup>(2)</sup>	TOTAL <sup>(3)</sup>		
<b>Veranda Gardens East</b>																					
SF 52	236	148	0	0	0	0	0	1.00	236.00	14.97%	\$92,827.55	\$393.34	\$1,473.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,866.55	
SF 62	106	60	0	0	0	0	0	1.00	106.00	6.72%	\$41,693.73	\$393.34	\$1,579.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,972.85	
<b>Veranda Preserves West</b>																					
SF 47	165	0	161	0	0	0	0	1.00	165.00	10.46%	\$64,900.62	\$393.34	\$0.00	\$1,526.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,919.70	
SF 52	102	0	100	0	0	0	0	1.00	102.00	6.47%	\$40,120.38	\$393.34	\$0.00	\$1,526.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,919.70	
SF 62	55	0	54	0	0	0	0	1.00	55.00	3.49%	\$21,633.54	\$393.34	\$0.00	\$1,526.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,919.70	
<b>Veranda Oaks</b>																					
SF 52 (Partial)	211	0	0	211	0	0	0	1.00	211.00	13.38%	\$82,994.12	\$393.34	\$0.00	\$0.00	\$1,913.27	\$0.00	\$0.00	\$0.00	\$0.00	\$2,306.61	
<b>Veranda Estates</b>																					
SF 52 (Partial)	87	0	0	0	87	0	0	1.00	87.00	5.52%	\$34,220.32	\$393.34	\$0.00	\$0.00	\$0.00	\$1,913.27	\$0.00	\$0.00	\$0.00	\$2,306.61	
SF 62 (Partial)	29	0	0	0	29	0	0	1.00	29.00	1.84%	\$11,406.77	\$393.34	\$0.00	\$0.00	\$0.00	\$1,913.27	\$0.00	\$0.00	\$0.00	\$2,306.61	
<b>Veranda Preserves East</b>																					
SF 36	182	0	0	0	0	182	0	1.00	182.00	11.54%	\$71,587.35	\$393.34	\$0.00	\$0.00	\$0.00	\$0.00	\$2,206.84	\$0.00	\$0.00	\$2,600.18	
SF 52	135	0	0	0	0	134	0	1.00	135.00	8.56%	\$53,100.50	\$393.34	\$0.00	\$0.00	\$0.00	\$0.00	\$2,206.84	\$0.00	\$0.00	\$2,600.18	
SF 62	147	0	0	0	0	146	0	1.00	147.00	9.32%	\$57,820.55	\$393.34	\$0.00	\$0.00	\$0.00	\$0.00	\$2,206.84	\$0.00	\$0.00	\$2,600.18	
<b>Veranda Estates</b>																					
SF 52	60	0	0	0	0	0	60	1.00	60.00	3.80%	\$23,600.22	\$393.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,914.89	\$2,308.23	
SF 62	62	0	0	0	0	0	62	1.00	62.00	3.93%	\$24,386.90	\$393.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,914.89	\$2,308.23	
Total Community	1577	208	315	211	116	462	122		1577.00	100.00%	\$620,292.55										

LESS: St. Lucie County Collection Costs (2%) and Early Payment Discounts (4%):	(\$37,217.55)
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Net Revenue to be Collected:	\$583,075.00
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(7) Reflects the number of total lots with Series 2018AA1 debt outstanding.

<sup>(2)</sup> Reflects the number of total lots with Series 2018AA2 debt outstanding.

Annual debt service assessment per lot adopted in connection with the Series 2018 bond issuance. Annual assessment includes principal, interest, St. Lucie County collection costs and early payment discounts.

<sup>(B)</sup> Annual debt service assessment per lot adopted in connection with the Series 2021 bond issuance. Annual assessment includes principal, interest, St. Lucie County collection costs and early payment discounts.

<sup>(7)</sup> Annual debt service assessment per lot adopted in connection with the Series 2024 bond issuance. Annual assessment includes principal, interest, St. Lucie County collection costs and early payment discounts.

\* Annual assessment that will appear on November 2025 St. Lucie County property tax bill. Amount shown includes all applicable collection costs (2%) and early payment discounts (up to 4% if paid early). St. Lucie County Property Appraiser charges an additional 2% that is invoiced directly to the District. Please see budget line item 34.

## **GENERAL FUND BUDGET** **ACCOUNT CATEGORY DESCRIPTION**

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### **REVENUES:**

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

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### **EXPENDITURES – ADMINISTRATIVE:**

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.



**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Master Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

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## **EXPENDITURES - FIELD OPERATIONS:**

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.

**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Streetlights:** The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.

**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

**Maintenance & Repair:** The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.

**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

## **DEBT SERVICE FUND BUDGET** **ACCOUNT CATEGORY DESCRIPTION**

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### **REVENUES:**

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

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### **EXPENDITURES – ADMINISTRATIVE:**

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

# **Exhibit A**



**RESOLUTION 2025-08**  
**[FY 2026 ASSESSMENT RESOLUTION]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANDA COMMUNITY DEVELOPMENT DISTRICT II PROVIDING FOR FUNDING FOR THE FY 2026 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Veranda Community Development District II ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in St. Lucie County, Florida ("**County**"); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

**WHEREAS**, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance (“**O&M Assessment(s)**”) is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
  - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby certifies for collection the FY 2026 installment of the District’s previously levied debt service special assessments (“**Debt Assessments,**” and together with the O&M Assessments, the “**Assessments**”) in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
  - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
  - b. **Direct Bill Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibit A** and **Exhibit B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
    - i. *Due Date (O&M Assessments).* O&M Assessments directly collected by the District shall be due and payable in full on December 1, 2025; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2025, 25% due no later than February 1, 2026 and 25% due no later than May 1, 2026.

- ii. *Due Date (Debt Assessments).* Debt Assessments directly collected by the District shall be due and payable in full on December 1, 2025; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule:

**Series 2021AA4 Bonds:** 50% due no later than December 1, 2025, 25% due no later than February 1, 2026, and 25% due no later than May 1, 2026.

~~**Series 2021B Bonds:** 25% due no later than December 15, 2025, 25% due no later than March 15, 2026, 25% due no later than June 15, 2026, and 25% due no later than September 15, 2026.~~

- iii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the rate of any bonds secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.

- c. **Future Collection Methods.** The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of September, 2025.

ATTEST:

**VERANDA COMMUNITY DEVELOPMENT  
DISTRICT II**

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

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

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

**Exhibit A:** Budget  
**Exhibit B:** Assessment Roll

## **Tab 12**

**RESOLUTION 2025-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF VERANDA COMMUNITY DEVELOPMENT DISTRICT II DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS 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 the City of Port St. Lucie, Florida; and

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

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

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

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

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit “A”.

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District’s Secretary is hereby directed to file annually, with the City of Port St. Lucie, a schedule of the District’s regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 2<sup>th</sup> DAY OF SEPTEMBER, 2025.**

**ATTEST:**

**VERANDA COMMUNITY  
DEVELOPMENT DISTRICT II**

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**SECRETARY / ASSISTANT SECRETARY**

---

**CHAIRMAN / VICE CHAIRMAN**

**EXHIBIT “A”**

**VERANDA COMMUNITY DEVELOPMENT DISTRICT II  
BOARD OF SUPERVISORS MEETING DATES  
FOR FISCAL YEAR 2025/2026**

October 8, 2025

November 12, 2025

December 10, 2025

January 14, 2026

February 11, 2026

March 11, 2026

April 8, 2026

May 13, 2026

June 10, 2026

July 8, 2026

August 12, 2026

September 9, 2026

All meetings will occur every 2nd Wednesday of the month and convene at 11:00 a.m.  
at Home2 Suites By Hilton Stuart located at 1440 NW Federal Hwy, Stuart, FL 34994,  
unless otherwise indicated.

## **TAB 13**





# Quarterly Compliance Audit Report

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## Veranda II

**Date:** July 2025 - 2nd Quarter

**Prepared for:** Matthew Huber

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Susan Morgan - *SchoolStatus Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

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# Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

## Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



### ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



## Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

## Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.\* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

\* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



# ADA Website Accessibility

Result: **PASSED**

## Accessibility Grading Criteria

Passed	Description
Passed	<b>Website errors*</b> 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	<b>Keyboard navigation</b> The ability to navigate website without using a mouse
Passed	<b>Website accessibility policy</b> A published policy and a vehicle to submit issues and resolve issues
Passed	<b>Color contrast</b> Colors provide enough contrast between elements
Passed	<b>Video captioning</b> Closed-captioning and detailed descriptions
Passed	<b>PDF accessibility</b> Formatting PDFs including embedded images and non-text elements
Passed	<b>Site map</b> Alternate methods of navigating the website

\*Errors represent less than 5% of the page count are considered passing

\*\*Error reporting details are available in your Campus Suite Website Accessibility dashboard



# Florida F.S. 189.069 Requirements

Result: **PASSED**

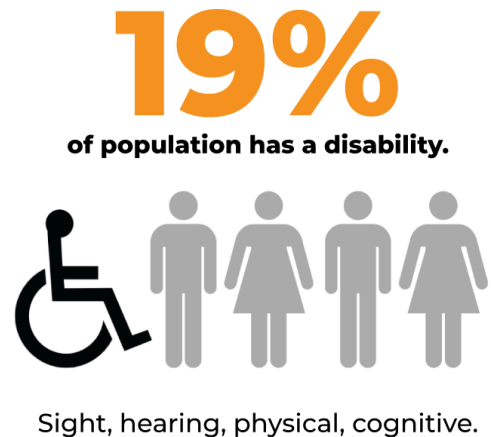
## Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

# Accessibility overview

## Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



## The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



# ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



## Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

*Contract checker:* <http://webaim.org/resources/contrastchecker>



## Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



## Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

*Helpful article:* <http://webaim.org/techniques/alttext>





## Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

**Helpful article:** [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

**Helpful article:** <http://webaim.org/techniques/skipnav>



## Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

**Helpful article:** <http://webaim.org/techniques/sitetools/>



## Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

**Helpful article:** <http://webaim.org/techniques/tables/data>



## **Making PDFs accessible**

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

**Helpful articles:** <http://webaim.org/techniques/acrobat/acrobat>



## **Making videos accessible**

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

**Helpful article:** <http://webaim.org/techniques/captions>



## **Making forms accessible**

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

**Helpful article:** <http://webaim.org/techniques/forms>



## **Alternate versions**

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



## Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



## Other related requirements

### ***No flashing***

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

### ***Timers***

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

### ***Fly-out menus***

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

### ***No pop-ups***

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

# Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web