



**VERONA WALK
COMMUNITY DEVELOPMENT
DISTRICT**

**COLLIER COUNTY
REGULAR BOARD MEETING
FEBRUARY 21, 2019
10:00 A.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.veronawalkcdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
VERONA WALK COMMUNITY DEVELOPMENT DISTRICT
Town Center at Verona Walk
8090 Sorrento Lane
Naples, Florida 34114
REGULAR BOARD MEETING
February 21, 2019
10:00 a.m.

- A. Call to Order
- B. Pledge of Allegiance
- C. Proof of Publication.....Page 1
- D. Establish Quorum
- E. Additions or Deletions to Agenda
- F. Comments from the Public
- G. Approval of Minutes
 - 1. January 17, 2019 Regular Board Meeting.....Page 3
- H. Old Business
 - 1. Discussion Regarding Sign Replacement
 - 2. Discussion Regarding Spike Rush Removal
- I. New Business
 - 1. Discussion Regarding Proposed License Agreement with HOA for Fountain.....Page 7
- J. Administrative Matters
 - 1. District Attorney Update
 - 2. District Engineer Update
 - 3. Field Inspector Update
 - 4. District Manager Update
 - a. Financials.....Page 13
- K. Board Members Comments
- L. Adjourn

Naples Daily News

NaplesNews.com

Published Daily
Naples, FL 34110

Affidavit of Publication

State of Florida
Counties of Collier and Lee

Before the undersigned they serve as the authority, personally appeared Natalie Zollar who on oath says that she serves as **Inside Sales Manager** of the Naples Daily News, a daily newspaper published at Naples, in Collier County, Florida; distributed in Collier and Lee counties of Florida; that the attached copy of the advertising was published in said newspaper on dates listed. Affiant further says that the said Naples Daily News is a newspaper published at Naples, in said Collier County, Florida, and that the said newspaper has heretofore been continuously published in said Collier County, Florida; distributed in Collier and Lee counties of Florida, each day and has been entered as second class mail matter at the post office in Naples, in said Collier County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Customer	Ad Number	Copyline	P.O.#
VERONA WALK COMMUNITY DEV.	2130156	VERONA WALK COMMUNIT	

Pub Dates
October 5, 2018

Natalie Zollar

(Signature of affiant)

Sworn to and subscribed before me
This October 05, 2018

Karol E Kangas

(Signature of affiant)



**VERONA WALK
COMMUNITY DEVELOPMENT
DISTRICT FISCAL YEAR
2018/2019 REGULAR MEETING
SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Verona Walk Community Development District will hold Regular Meetings at 10:00 a.m. in the Town Center at Verona Walk located at 8090 Sorrento Lane, Naples, Florida 34114, on the following dates:

**October 18, 2018
November 15, 2018
January 17, 2019
February 21, 2019
March 21, 2019
April 18, 2019
May 16, 2019
June 20, 2019
July 18, 2019
August 15, 2019
September 19, 2019**

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (239) 444-5790 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore, at the location of these meetings there will be a speaker telephone present so that interested persons can attend the meetings at the above location and be fully informed of the discussions taking place either in person or by telephone communication. Said meetings may be continued as found necessary to a date and time certain as stated on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (239) 444-5790 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

**VERONA WALK COMMUNITY
DEVELOPMENT DISTRICT**

www.veronawalkcdd.org

October 05, 2018 No.2130156

**VERONA WALK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
JANUARY 17, 2019**

A. CALL TO ORDER

The January 17, 2019, Regular Board Meeting of the Verona Walk Community Development District was called to order at 10:00 a.m. in the Town Center at Verona Walk located at 8090 Sorrento Lane, Naples, Florida 34114.

B. PLEDGE OF ALLEGIANCE

C. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Naples Daily News* on October 5, 2018, as part of the District's Fiscal Year 2018/2019 Regular Meeting Schedule, as legally required.

D. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting:

Chairperson	Diann Cucinella	Present
Vice Chairman	Patrick Clifford	Present
Supervisor	Marilyn Czubkowski	Present
Supervisor	Jack Hogan	Present
Supervisor	Michael J. Doyle	Present

Staff members in attendance were:

District Manager	Kathleen Dailey	Special District Services
General Counsel	Greg Urbancic	Coleman Yovanovich Koester
Engineer	Terry Cole	Hole Montes
Field Inspector	Bohdan Hirniak	

Also present were the following: Jeff Wilson, Community Manager; and the following District residents: Peter Monti and Kathleen Kilijanski.

E. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Doyle requested, and it was the consensus of the Board, the addition of a discussion on the lake levels and remediation under New Business.

F. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

G. APPROVAL OF MINUTES

1. November 15, 2018, Regular Board Meeting

The November 15, 2018, Regular Board Meeting minutes were presented for approval.

A **motion** was made by Ms. Czubkowski, seconded by Mr. Doyle and passed unanimously approving the minutes of the November 15, 2018, Regular Board Meeting, as presented.

H. OLD BUSINESS

1. Status on Lake Bank Cutting

Mr. Hirniak advised that the cutting had been completed with good results. He then presented an exhibit and went over the various areas of the lake bank and the corresponding issues. He added that this was a contract that the HOA had with Mainscape. Mr. Wilson added that this was a line item in their budget for twice a year cutting.

2. Discussion Regarding Sign Replacement

Mr. Hirniak advised that signs had been coming down due to corrosion at their bases. Earthtech prepared a quote to replace them at a cost of \$75-\$100 apiece or, as an alternative, upgrade the signs at \$150 each. He explained that there were about 250 signs and he recommended spreading the project over two years and using a material for the posts that does not corrode. Ms. Cucinella requested additional quotes and suggested that 10+ years is a reasonable amount of time for signs and to use a lower cost post. Mr. Hirniak stated he would bring back additional information on design, material and quotes.

3. Discussion Regarding Allowing HOA to Install a Fountain in the Large Lake behind the Town Center

Ms. Czubkowski stated she had requested this item be added to the agenda, as she felt formal action was necessary. Mr. Urbancic indicated that a license agreement would be required in order to allow the HOA to install a fountain and maintain at no cost to the CDD.

A motion was made by Mr. Hogan, seconded by Ms. Czubkowski and passed unanimously to prepare a license agreement in order to allow the HOA to install a fountain and maintain at no cost to the CDD.

4. Discussion Regarding Drainage into the Lake Down Spouts

Ms. Cucinella advised that the HOA had requested a discussion on the matter. Mr. Wilson noted that lawns were being challenged with the drainage. Mr. Hogan stated that the guidelines had been developed and site conditions were approved by the CDD Field Inspector, which calls for cutting off the pipe at one foot beyond the lower water line. He suggested it may have to go farther out. Mr. Hirniak stated that many residents install a 6 inch pipe that lays in the water 15 feet and is not attractive. He suggested they be buried to where the water's edge gets away from the house so it is

not so unsightly. Mr. Hogan stated that if the regulations say to bury the pipe, they should be buried. He also added that if a resident's system causes erosion, they are going to have to pay for it. Mr. Wilson stated that some were put in by the developer. Mr. Doyle added that he had observed washouts and some have been repaired, but he is concerned with those that have not been addressed. Mr. Hirniak stated that the newly developed areas have fairly large washouts and suggested a discussion on whether the homeowner should be asked to correct or if it is to be undertaken as a community. Ms. Cucinella stated that the HOA brought up the issue and the District should let them continue in their efforts. She asked Mr. Hirniak to start noting where erosion needs to be repaired and if the guidelines need minor adjustments that can be made.

I. NEW BUSINESS

1. Discussion on Spike Rush in Lakes

Ms. Cucinella stated there had been a lot of complaints and that the District has been spraying as much as legally possible. She added that she had met with Clarke representatives and asked for a different way to do this with an aggressive treatment and immediate removal. The cost for such additional service was quoted at \$87,942 and is not budgeted. Mr. Doyle asked about doing a special assessment for the treatment and Mr. Hirniak responded that it is not a one-time occurrence. Mr. Hogan opined that assessments would need to be raised and he estimated it would be about a \$45 annual expense per household. After discussion, a **motion** was made by Mr. Doyle, seconded by Mr. Hogan to include spike rush removal as an expense under the budget. Upon being put to a vote, the **motion** carried on a vote of 3 to 2 with Mr. Clifford and Ms. Cucinella dissenting.

2. (ADDED ITEM) – Lakes Levels & Remediation

Mr. Doyle stated that the gallons of water put into the lakes versus out for irrigation for the past two years has not been in compliance. He went over the usage and salinity levels. Ms. Cucinella stated that this was an HOA issue, not a CDD one. Mr. Doyle read a letter into the record concerning lake levels (attached hereto and made a part hereof). Mr. Urbancic stated that the water use permit was in the name of the HOA and the CDD could implore them to change the permit. Ms. Cucinella suggested that the information be presented to the HOA so that they can further investigate. Mr. Hogan stated the information had been forwarded to the HOA awhile back and the cost was estimated at \$196,200 to replace water 1 for 1 and that the additional well was added. Mr. Cole stated that it was a benefit to have a system work the way it was meant. He furthered that it is better than it was, and if the Water Management District wants to enforce the permit, it would behoove the community to be in compliance. Mr. Hogan reiterated that it is an HOA issue, not a CDD one, and belongs there.

J. ADMINISTRATIVE MATTERS

1. District Attorney Update

There was no District Attorney update at this time.

2. District Engineer Update

Mr. Cole advised that he had no updates other than he had worked with Mr. Hirniak over the past month updating the exhibit shown today.

3. Field Inspector Update

a. Presentation Regarding Littoral Zone Maintenance

Mr. Hirniak covered this item under Item H-1. He went over the exhibit again and added that he and Ms. Cucinella had met with EarthTech to push getting a new contract to see what the District could do regarding planting. Ms. Cucinella pointed out that the littoral areas on both sides of the lake are meeting, there is no water and it is not successful to plant. Marilyn Czubkowski stated that there was money in the budget for planting and suggested looking at spending some of the money, if a suitable plant can be found for these areas.

Mr. Hirniak stated that the Quarterly Report had been received. He added that the Big Cypress Basin rainfall levels were considerably below average and the water levels in the community were 4 inches lower than last year.

4. District Manager Update

a. Financials

Ms. Dailey briefly went over the financials.

Ms. Dailey reminded the Board that the next meeting was scheduled for February 21, 2019.

K. BOARD MEMBER COMMENTS

Marilyn Czubkowski thanked staff for all that they do.

District resident Pete Monti of the Landscape Committee asked if the downspout clarifications will be communicated to the appropriate parties. Mr. Hogan indicated that what the CDD used is currently on the HOA website and it was the ACC's document. He said that they need to be sure they have the correct version.

L. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 11:35 a.m. on a **motion** made by Mr. Clifford, seconded by Mr. Doyle and passed unanimously.

Secretary/Assistant Secretary

Chair/Vice-Chair

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”) is made and entered as of this _____ of _____, 2019 (“**Effective Date**”), by and between **VERONAWALK HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “**Association**”) and **VERONA WALK COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (the “**District**”).

RECITALS:

WHEREAS, the District is the owner of that certain real property containing a lake and designated as Lake 34 on Exhibit “A” attached hereto and made a part hereof (“**Lake 34**”); and

WHEREAS, Lake 34 is part of the District’s stormwater management system; and

WHEREAS, the Association desires to place and maintain a fountain in Lake 34; and

WHEREAS, subject to the terms and conditions hereof, the District desires to grant to the Association a non-exclusive, revocable license for the operation of a fountain in Lake 34.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The recitals set forth above are true, correct and are incorporated herein by reference.
2. **License.** Subject to all the terms and conditions set forth in this Agreement, the District hereby grants to the Association a revocable, non-exclusive license for the express and limited purpose of installing, operating, and maintaining a fountain in Lake 34 (the “**Activity**”). The Association shall only use the license granted herein for the Activity and shall not use Lake 34 for any other purpose without the prior, written approval of the District, which approval may be withheld by the District in the District’s sole and exclusive discretion. The Activity shall comply at all times with applicable laws, codes, rules, regulations, ordinances, and permits. The Activity shall not be conducted in any manner that would interfere with the normal operation of the District’s stormwater management system pursuant to applicable permits. Any fountain installed by the Association shall be maintained by the Association in good condition and repair and in proper working order. Further, all maintenance and repair activity of the fountain by the Association shall be conducted at all times with appropriately licensed contractors. The Association shall be solely responsible for the cost of any and all utilities necessary to conduct the Activity.
3. **Compensation.** No license fee shall be paid by the Association to the District for the rights or privileges granted in this Agreement. Notwithstanding the same, the Association shall be solely responsible for all costs and expenses set forth in this Agreement.
4. **Damage.** The Association shall not, by conducting the Activity, cause damage to Lake 34. In the event that the exercise by the Association of the license rights granted herein causes or otherwise results in any damage to Lake 34, including any improvements or landscaping located thereon, then within fifteen (15) days after the District’s written notice to the Association of such damage, the Association shall, at the Association’s sole cost and expense, take all steps necessary to repair all of such damage and to return that portion of Lake 34 to its condition as existed prior to such damage.
5. **Effective Date/Term.** The initial term of this Agreement (the “**Initial Term**”) shall commence upon the Effective Date and shall terminate five (5) years thereafter (“**Termination Date**”).

Notwithstanding such Termination Date, this Agreement shall automatically renew for an additional five - year period at the end of the Initial Term and thereafter on each fifth (5th) anniversary of the Effective Date unless and until either party provides the other party at ninety (90) days' prior written notice of its intent not to renew.

6. Default/Termination. Either party shall have the right to terminate this Agreement upon written notice to other party that said other party has defaulted in the performance of any of the obligations imposed on it under this Agreement and said defaulting party does not, after being notified of the existence of default, cure said default within fifteen (15) days of the defaulting party's receipt of notice. Further, either party shall have the right to terminate this Agreement upon ninety (90) days written notice to other party. Notwithstanding any termination of this Agreement pursuant to this Section 6 or other provision contained in this Agreement and regardless of the party initiating the termination, the Association shall remain responsible for repairing any damage to Lake 34 caused by the Association exercising its license rights hereunder prior to the termination. Upon expiration or any termination of this Agreement, the Association shall immediately cease the Activity, remove the fountain and all equipment related thereto from Lake 34, and return Lake 34 to the condition it existed prior to the Association's use pursuant to this Agreement.

7. Insurance. Prior to any entry by the Association upon any portion of Lake 34, the Association will deliver to the District a certificate of insurance evidencing the following insurance policies (collectively, the "**Policies**"): (i) a commercial general liability insurance policy with limits of not less than One Million Dollars (\$1,000,000.00), combined single limit, insuring against claims for personal injury, death, and/or property damage occasioned by accidents occurring on Lake 34 and relating to or arising out of the Activity and naming the District as an additional insured on a primary and non-contributory basis; and (ii) worker's compensation insurance in accordance with applicable law. The Policies shall contain a waiver of the right of subrogation against the District. All Policies shall contain a provision that they shall not be amended or terminated prior to the date which is thirty (30) days' after delivery of written notice of such amendment or termination to the District. The Association shall maintain the Policies in full force and effect (at its sole expense) at all times during which this Agreement remains in effect.

8. Assumption of Risk; Indemnification. The Association acknowledges and agrees that the Activity and any entry upon Lake 34 may involve the risk of injury, death, and/or damage to property and is being performed willingly and voluntarily by the Association. The Association hereby assumes all risks related to the Activity and entry upon Lake 34. In addition, as material consideration for the District granting to the Association the license set forth herein, the Association shall and hereby agrees to indemnify, defend, and hold the District and its supervisors, manager, officers, board members, employees, and agents (collectively, "**Indemnified Parties**") harmless from and against any loss, claim, damage, or cost (including, without limitation, attorneys' fees and expenses at trial or on appeal) incurred by or asserted against any or all the Indemnified Parties and arising out of or related to the Association's exercise of its rights under this Agreement or otherwise arising out of or related to the Activity. The obligations of the Association to indemnify, defend, and hold the Indemnified Parties harmless pursuant to this paragraph shall survive the expiration or termination of this Agreement.

9. Notices. Any notice required to be given hereunder, shall be in writing, and may be given by personal delivery; regular United States mail; commercial next business day courier service (such as FedEx or UPS); or by email. Any notice to be given hereunder shall be sent to the following addresses:

If to the District:	Verona Walk Community Development District c/o Special District Services, Inc. Attn: Kathleen Dailey, District Manager 3501A Burns Road Palm Beach Gardens, FL 33410
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Email: kdailey@sdsinc.org

With a copy to:

Coleman, Yovanovich & Koester, P.A.
Attn: Gregory L. Urbancic, Esq.
4001 Tamiami Trail N., Suite 300
Naples, FL 34103
Email: gurbancic@cyklawfirm.com

If to the Association:

VeronaWalk Homeowners Association, Inc.
8090 Sorrento Lane, Suite 1
Naples, FL 34114
Email: _____

Any notice, request or other communication shall be deemed to be given: (1) upon receipt or refusal to accept, in the case of hand delivery or commercial next business day courier service; (2) upon transmission in the case of email; or (3) three (3) days following deposit with the U.S. Postal Service. The addressees and addresses for the purpose of this Section may be changed by any party by giving written notice of such change to the other party in the manner provided herein.

10. License, Not Lease; No Recording. It is acknowledged and stipulated by and between the parties hereto that this Agreement shall not be deemed a lease of Lake 34 by the Association but rather a license granted to the Association by the District for the activity under the terms and conditions stated herein. Neither this Agreement nor a memorandum thereof shall be recorded in the Public Records.

11. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, permitted assigns and legal representatives of the parties hereto. This Agreement shall not be assigned or transferred by the Association without the District's prior written approval, which approval may be withheld at the District's sole and exclusive discretion. This Agreement embodies the entire understanding of the parties with respect to the subject matter herein, and the terms hereof control over and supersede all prior understandings. This Agreement may not be modified or amended in any respect other than by written instrument signed by both parties hereto. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternate dispute resolution, or appellate proceedings. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The venue for any litigation involving this Agreement shall exclusively lie in Collier County, Florida.

{Remainder of page intentionally left blank. Signatures appear on the following page.}

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ASSOCIATION:

**VERONAWALK HOMEOWNERS
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

WITNESSES:

Print Name: _____

Print Name: _____

By: _____

Ann McCauley, President

DISTRICT:

**VERONA WALK COMMUNITY
DEVELOPMENT DISTRICT**

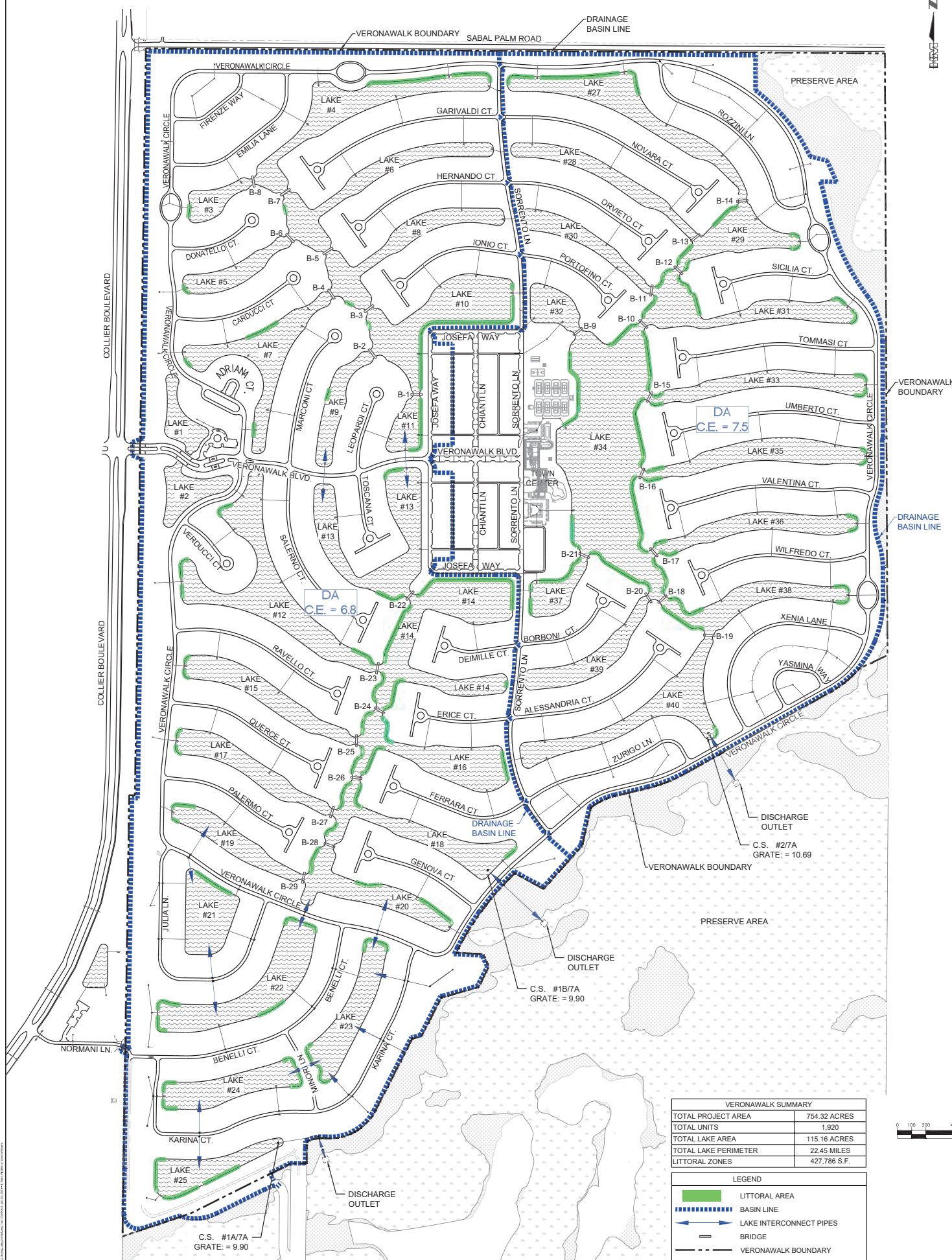
ATTEST:

Kathleen Dailey, Secretary

By: _____

Diann Cucinella, Chair

Exhibit “A”
Lake 34



VERONAWALK SUMMARY	
TOTAL PROJECT AREA	754.32 ACRES
TOTAL UNITS	1,920
TOTAL LAKE AREA	115.16 ACRES
TOTAL LAKE PERIMETER	22.45 MILES
LITTORAL ZONES	427,786 S.F.

LEGEND	
	LITTORAL AREA
	BASIN LINE
	LAKE INTERCONNECT PIPES
	BRIDGE
	VERONAWALK BOUNDARY

