

VERONA WALK COMMUNITY DEVELOPMENT DISTRICT

COLLIER COUNTY

REGULAR BOARD MEETING SEPTEMBER 17, 2020 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 REGULAR BOARD MEETING

Join by ZOOM ACCESS at:

 $\underline{https://us02web.zoom.us/j/3341025012}$

Meeting ID: 334 102 5012 Dial In at: 1 929 436 2866 September 17, 2020 10:00 a.m.

A.	Call to Order
B.	Pledge of Allegiance
C.	Proof of Publication
D.	Establish Quorum
E.	Additions or Deletions to Agenda
F.	Comments from the Public
G.	Approval of Minutes
	1. August 20, 2020 Regular Board & Public Hearing Meeting
H.	New Business
	1. Discussion Regarding Planting of Hedge by Pickleball Court
	2. Discussion Regarding Digging of Well Near Rimini for Pool Geo Thermo System
	a. Consider Approval of License Agreement for Well on CDD Property
I.	Old Business
	1. Further Discussion Regarding Residents Causing/Fixing Erosion Problems
	2. Discussion Regarding Status of Ownership of the Two Verona Walk Main Entrance Ponds
	a. Consider Approval of License Agreement with HOA for Front Lake Fountains
	3. Discussion Regarding Process of Filling Board Vacancies
	a. Consider Resolution No. 2020-07 – Declaring Vacancies in Seat 2 and Seat 4 on the BoardPage 29
J.	Administrative Matters
	1. District Attorney Update
	2. District Engineer Update
	3. Field Inspector Update
	4. District Manager Update
	a. FinancialsPage 32
K.	Board Members Comments
L.	Adjourn

NOTICE OF VERONA WALK COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' REGULAR BOARD MEETING

NOTICE IS HEREBY GIVEN that the Verona Walk Community Development District (the "District") will hold a Regular Board Meeting (the "Meeting") of its Board of Supervisors (the "Board") on September 17, 2020, at 10:00 a.m. to be conducted by telephonic and video conferencing communications media technology pursuant to Executive Orders 20-52, 20-69, 20-112, 20-150, 20-179 and 20-193, issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, June 23, 2020, July 29, 2020, and August 7, 2020, respectively, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*. The purpose of the Meeting is for the necessary public purpose of considering any agenda items related to the District. At such time the Board is so authorized and may consider any business that may properly come before it.

While it is necessary to hold the Meeting utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Participants may attend the Meeting by accessing the District's website, www.veronawalkcdd.org and clicking on the meeting link you will find on the District's website, or utilizing the following login information:

Join by URL for VIDEO ACCESS at: https://us02web.zoom.us/j/3341025012

OR

Call In at: 1-929-436-2866 Meeting ID: 334 102 5012

A copy of the agenda for the Meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., at (561) 630-4922 or kdailey@sdsinc.org (the "District Manager's Office") during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting.

Any person requiring special accommodations in order to access and participate in the Meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. 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), for aid in contacting the District Manager's Office.

As indicated above, this Meeting will be conducted by media communications technology. Anyone requiring assistance in order to obtain access to the telephonic, video conferencing, or other communications media technology being utilized to conduct this Meeting should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. Similarly, any person requiring or that otherwise may need assistance accessing or participating in this Meeting because of a disability or physical impairment is strongly encouraged to contact the District Manager's Office at least forty-eight (48) hours in advance so that arrangements may be made.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of 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 such appeal is to be based.

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

District Manager

VERONA WALK COMMUNITY DEVELOPMENT DISTRICT www.veronawalkcdd.org

PUBLISH: NAPLES DAILY NEWS 09/09/20 Page 1

VERONA WALK COMMUNITY DEVELOPMENT DISTRICT PUBLIC HEARING & REGULAR BOARD MEETING

Join by ZOOM ACCESS at: https://us02web.zoom.us/j/89839920746

Meeting ID: 898 3992 0746 Dial In at: 1 929 436 2866 AUGUST 20, 2020

A. CALL TO ORDER

The August 20, 2020, Regular Board Meeting of the Verona Walk Community Development District was called to order at 10:00 a.m. via Zoom.

B. PLEDGE OF ALLEGIANCE

This was not done due to the meeting being held via Zoom.

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 August 3, 2020, and August 10, 2020, as legally required.

D. ESTABLISH A QUORUM

It was determined that the virtual 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	Vacant	

Staff members in virtual attendance were:

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

Also virtually present were Fusco Armand and Ann McCauley, President of the HOA.

E. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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. June 18, 2020, Regular Board Meeting

The June 18, 2020, Regular Board Meeting minutes were presented for approval.

A **motion** was made by Ms. Czubkowski, seconded by Mr. Clifford and passed unanimously approving the minutes of the June 18, 2020, Regular Board Meeting, as presented.

The Regular Board Meeting was then recessed and the Public Hearing was opened.

H. PUBLIC HEARING

1. Proof of Publication

Proof of publication was presented that notice of the Public Hearing had been published in the *Naples Daily News* on August 3, 2020, and August 10, 2020, as legally required.

2. Receive Public Comment on Fiscal Year 2020/2021 Final Budget

There was no public comment on the Fiscal Year 2020/2021 Final Budget.

3. Consider Resolution No. 2020-04 – Adopting a Fiscal Year 2020/2021 Final Budget

Resolution No. 2020-04 was presented, entitled:

RESOLUTION NO. 2020-04

A RESOLUTION OF THE VERONA WALK COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2020/2021 BUDGET.

Ms. Meneely advised that the "Lake Mowing" line item would be changed to "Lake Bank Mowing."

A **motion** was made by Mr. Hogan, seconded by Ms. Czubkowski and passed unanimously adopting Resolution No. 2020-04, as presented.

The Public Hearing was then closed and the Regular Board Meeting was reconvened.

I. NEW BUSINESS

1. Consider Resolution No. 2020-05 – Adopting a Fiscal Year 2020/2021 Meeting Schedule

Resolution No. 2020-05 was presented, entitled:

RESOLUTION NO. 2020-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERONA WALK COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2020/2021 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Ms. Czubkowski, seconded by Mr. Hogan and passed unanimously adopting Resolution No. 2020-05, as presented.

2. Consider Resolution No. 2020-06 – Adopting an Internal Controls Policy

Resolution No. 2020-06 was presented, entitled:

RESOLUTION 2020-06

A RESOLUTION BY THE BOARD OF SUPERVISORS OF VERONA WALK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.

Mr. Urbancic recommended that the District have an internal controls policy in place.

A **motion** was made by Ms. Czubkowski, seconded by Mr. Hogan and passed unanimously adopting Resolution No. 2020-06, as presented.

3. Discussion on Resident Causing/Fixing Erosion Problems

Mr. Hogan stated that the Board started discussing this at the last meeting and as \$50,000 had been spent on fixing the lake banks, he thought it was time to take the initiative to make residents correct the problems that are causing the erosion.

Mr. Hirniak noted the HOA had recently passed a resolution requiring homeowners who cause erosion be held responsible for fixing what caused the problem. Mr. Urbancic furthered that that the CDD does not have enforcement powers other than litigation or going through a rulemaking process, which other districts that are struggling have done.

Ms. McCauley stated she believed the resolution passed by the HOA and the rule adopted by the ACC was for new installations, not on current problems. Mr. Hirniak added that current problems are usually neighbors where two owners are involved in the drainage issue. Mr. Urbancic suggested identifying where washouts are so that maintenance can be frontline for the HOA. Mr. Hogan stated that the CDD handling these issues would make the community pay for problems caused by a few. Ms. McCauley suggested counsel for the HOA and CDD work together to come up with a mutual resolution. Mr. Urbancic stated that a rule was passed in another district whereby owners are responsible for repairs and the CDD can come in and fix and chargeback the resident, if they do not make the necessary repairs. He went through the process of rulemaking, which can be expensive due

to large advertisements. It was the consensus of the Board for Mr. Urbancic to circulate the document from the other district and to keep this item on the agenda for further discussion.

4. Discussion on Lake Bank Aesthetic Plantings

Mr. Hogan stated there was discussion going around the community regarding people being allowed to plant on the lake banks like Peter Monti did at the owner's expense. Mr. Hirniak stated that two people have asked and the second request did modest plantings that had died. Ms. Cucinella stated that this is a contentious topic; it is expensive and the fishermen do not like it. Ms. Czubkowski added that no one can monitor how it looks and what looks good is subjective. She cautioned about allowing this and Ms. Cucinella stated that there was not a flood of people asking to do such plantings, so it should be left alone at this time.

J. OLD BUSINESS

There were no Old Business items to come before the Board.

K. ADMINISTRATIVE MATTERS

1. District Attorney Update

Mr. Urbancic advised that the golf cart garage license agreement had been executed between a homeowner and the CDD between meetings. He explained that it is a one-year term, which rolls over at \$100 a month, which is paid on an annual basis.

A **motion** was made by Mr. Clifford, seconded by Mr. Hogan and passed unanimously ratifying the golf cart garage license agreement.

Mr. Urbanic noted that he would to monitor the Governor's orders regarding electronic meetings, which are allowed through October 1st.

2. District Engineer Update

Mr. Cole stated he received an email regarding the entry lakes 1&2 and ownership thereof. He indicated it was his understanding that these lakes were lined with bentonite to control the amount of infiltration into the groundwater to artificially keep the lake levels up to provide a better aesthetic at the main entry. He explained that the water control of these lakes was at elevation 11.0 NGVD; Lake 1 drains into lake 2 via piping and Lake 2 discharges into lake 7 (control elevation 6.5 NGVD) via a water control structure and piping. Lakes 1 and 2 are owned by the CDD – they were deeded to the CDD on 11/21/12. Mr. Hogan stated he thought they belonged to the HOA and Ms. Czubkowski confirmed they were deeded to the CDD. Mr. Hirniak stated that there was maintenance of the lakes by the CDD, but the HOA does such. Ms. Cucinella indicated the District had discussed this extensively last year and the lakes were designated as decorative. Mr. Hirniak stated he believed there was no impact on the function of the stormwater system. Ms. Czubkowski noted that more information is needed from the engineer, particularly since the fountains are fixed assets and there may be further agreements regarding same. Mr. Hogan indicated he had never seen an agreement with the CDD for the fountains and was told they were the ownership of the HOA. It was the consensus of the Board for the attorney and engineer to do more research on the issue and bring the information back to an upcoming meeting.

3. Field Inspector Update

Mr. Hirniak stated that he was asked to obtain lake bank trimming proposals and received one from Clarke for \$8,500 and one from Duval Landscape Maintenance for \$7,515. Ms. Czubkowski stated Clarke had done an outstanding job the last time. Ms. Cucinella added that Duval had issues as well as a lack of manpower.

After a brief discussion, a **motion** was made by Mr. Hogan, seconded by Ms. Czubkowski and passed unanimously awarding the lake bank trimming contract to Clarke.

Mr. Hirniak stated that Chris Ramsey with the HOA's landscaping company had undertaken plantings by the pickleball court on CDD property with no prior review or approval. Ms. Cucinella stated this was upsetting as the Board's vote was to plant what you want as long as it was not on CDD land. Mr. Hogan stated that the HOA motion for the plantings excluded CDD property. Mr. Hirniak indicated that the landscaper may not have known it was CDD property and added that the plantings were acceptable, except for the boulders and he suggested asking Mr. Ramsey for a different design. Ms. Czubkowski stated she believed removing the rocks would be detrimental to the bank, so she suggested a method to contain the stones so they do not erode the banks. Ms. Cucinella agreed that the stones should have a barrier and asked that the HOA be reminded that any future plantings on CDD property requires the District's approval. Mr. Hogan stated that this was just another reason why the two boards need an agreement. Ms. McCauley stated that it was essential that the HOA and the CDD communicate to prevent this from happening again. She further noted that there was no bad intent with what had happened.

4. District Manager Update a. Financials

Ms. Meneely went over the financials. There were no questions from the Board Members.

Ms. Meneely stated that the District had recently received a resume from Richard Dombal, but since a process had not been discussed as of yet, she requested that the Board decide on what they would like to do regarding the vacancy. Mr. Hogan indicated there may be other interest and he would like to see the Board go out to the community in terms of interest. Mr. Urbancic went over the process and the criteria for becoming a Board Member. Ms. Meneely stated that she had a vacancy announcement letter that could go out to residents. Ms. Cucinella suggested the letter be sent to the Town Manager. It was consensus of the Board to do so with resumes to be returned by October 1.

Ms. Meneely went over the upcoming meeting schedule of September 17, October 15 and November 19.

L. BOARD MEMBER COMMENTS

1. Update on CDD Property Use Applications

Ms. Czubkowski stated that the agenda included a spreadsheet she had put together on the applications and things have been working well. She added that she gets the proper insurance certificates for each individual property and does not know what to do with them. Mr. Urbancic advised that the certificate

is a general	policy t	hat c	covers	the	District	as	an	additional	insured,	so	as	long	as	it	is	the	same
contractor, o	ne certif	ïcate	is fine	for	the reco	rds											

M. ADJOURNMENT

C	fore the Board, the Regular Board Meeting was adjourned fr. Clifford, seconded by Ms. Czubkowski and passed
Secretary/Assistant Secretary	Chair/Vice-Chair



Office of the Town Center Manager

Fax: 239-430-0022

September 1, 2020

Kathleen Dailey Meneely SW FL District Manager Special District Services, Inc Email: kdailey@sdsinc.org

Dear Ms. Dailey-Meneely:

Veronawalk HOA is seeking the CDD's approval to plant 17 Clusia plants on the CDD property that the HOA has been maintaining. The property in question is located between the sidewalk and the retention pond alongside the Pickleball Courts. It is approximately 10 ft. from the lake. Please see attached visual of the area. The purpose of this request is to provide some landscaping aesthetics to the owners on Portofino who have requested some visual barrier of the pickleball courts.

Phone: 239-774-0026

Thank you,

Ashley Ortiz, LCAM

General Manager

8090 Sorrento Lane, Suite 1

Naples, FL 34114

239-774-0026, ext. 223

VERONAWALK

KW PROPERTY MANAGEMENT & CONSULTING A Great team delivering GREAT services





Office of the Town Center Manager

Phone: 239-774-0026 Fax: 239-430-0022

September 1, 2020

Kathleen Dailey Meneely SW FL District Manager Special District Services, Inc Email: kdailey@sdsinc.org

Dear Ms. Dailey-Meneely:

Veronawalk HOA is seeking the CDD's approval for the Resort Pool Well that is required for proper installation of the pools' Geothermal Pump Systems. The property in question is located between the sidewalk and the retention pond behind Rimini Way. All work is permitted by the County and the DEP (Department of Environmental Protection). As per the contractors onsite evaluating the area this well will have absolutely no effect on storm water drainage or bank erosion. Please see attached visual of the area. We appreciate your time and consideration in this matter.

Thank you,

Ashley Ortiz, LCAM General Manager

8090 Sorrento Lane, Suite 1

Naples, FL 34114

239-774-0026, ext. 223

VERONAWALK

KW PROPERTY MANAGEMENT & CONSULTING A Great team delivering GREAT services



Collier County Property Appraiser

(Well + related facilities

Zoom In

Zoom Out

Identify

Pan

Measure

Full County View

Previous View

Zoom To Selected

Clear Map Graphics

Overview

Aerial Year: 2020 ❤ Sales Year: OFF ❤

MAP SIZE: SMALL | MEDIUM | LARGE |



Introduction

Search for Parcels by

Search Results

Parcel ID: 79904119044 Name: VERONAWALK COMM DEVEL DIST Street# & Name:

Build# / Unit#: B / 1

Layers

Legend

Print



Aerial Photography: January - 2020 Urban [6IN] - 2020 Rural [2FT] - 2020 Rural [10FT] - 2020 Rural [50FT]

Collier County Property Appraiser Property Summary

Parcel No	79904119044	Site Address *Disclaimer	Site	City	NAP	LES	Site Zone *Note	34114			
Name / Address	VERONAWALK COMM DEVEL DIST										
	% SPECIAL DISTRICT SERVICES										
	THE OAKS CE										
	2501 BURNS I	RD STE A									
City	PALM BEACH	GARDE	Stat	e FL		Z	ip 33410-	5207			
Map No.	Strap N	o. Sec	tion 1	Towns	hip	Range	Acres *	Estimated			
5B26	690195 B 1	5B26 2	26	50		26	9	.56			
Legal	VERONAWALI	K TOWNHOM	IES PHA	SE T	NO T	RACT B					
Millage Area 0 76 Millage Rates 0 *Calculate								Iculations			
Sub./Condo	60010E VEDONAWALK TOWNHOMES							Total			
Use Code 0	86 - COUNTIE			5.016	6.2924	11.3084					

Latest Sales History (Not all Sales are listed due to Confidentiality) **Book-Page** Amount 11/21/12 4861-3355 \$0

2020 Preliminary Tax Roll (Subject to Change)

(Subject to Change)					
Land Value	\$ 100				
(+) Improved Value	\$ 0				
(=) Market Value	\$ 100				
(=) Assessed Value	\$ 100				
(=) School Taxable Value	\$ 0				
(=) Taxable Value	\$ 0				
	1 . 1 .				

If all Values shown above equal 0 this parcel was created after the Final Tax Roll



Prepared by:

Daniel H. Cox, P.A., Attorney at Law c/o Young, van Assenderp, P.A. P.O. Box 1833
Tallahassee, FL 32302

Parcel Numbers: 79904126341, 79

79904126341, 79904132047, 79904132063, 79904150045, 79904150142, 79904153042, 79904156887, 79904160064, 79904160080, 79904160161, 79904160226, 79904159266, 79904159282, 79904159305, 79904166042,

79904139303, 79904160042

79904160268.

SPECIAL WARRANTY DEED

THIS INDENTURE, made and executed this 2 day of November 2012, by DIVOSTA HOMES L.P., a Delaware Limited Partnership, whose address for purposes of this document is 9420 Estero Park Commons Blyd, Estero, FL 33928, hereinafter called "Grantor", in favor of the VERONAWALK COMMUNITY DEVELOPMENT DISTRICT, an independent special district established pursuant to Chapter 190, Florida Statutes, whose address is c/o Special District Services, The Oaks Center, 2501A Burns Road, Palm Beach Gardens, FL 33410, hereinafter called "Grantee."

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts, and trustees.)

Witnesseth, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee and Grantee's heir and assigns forever, the following described land (the "Property"), situate, lying and being in the County of Collier, State of Florida, to wit:

Tract B, Veronawalk Phase 3A, as described on the plat recorded at Plat Book 44, Page 1; Tracts B and C, Veronawalk Phase 3B, as described on the plat recorded at Plat Book 45, Page 5; Tracts B and G, Veronawalk Phase 4A, as described on the plat recorded at Plat Book 47, Page 5; Tract B, Veronawalk Phase 4B (less Veronawalk Ph 4B,

Palermo and Querce Court Replat), as described on the plat recorded at Plat Book 49, Page 54; Tracts B and B1, Veronawalk Phase 4B, Palermo and Querce Court Replat, as described on the plat recorded at Plat Book 50, Page 11; Tracts B, C, G, H, I, J and L, Veronawalk Phase 4C (less Veronawalk PH 4C Benelli and Karina Court Replat), as described on the plat recorded at Plat Book 50, Page 25; Tracts G1, I1 and J1, Veronawalk Phase 4C, Benelli and Karina Court Replat, as described on the plat recorded at Plat Book 51, Page 44; Tract B, Veronawalk Phase 4D, as described on the plat recorded at Plat Book 50, Page 81; Tract B and H, Veronawalk Town Homes Phase 2, as described on the plat recorded at Plat Book 42, Page 44;

all in the Public Records of Collier County, Florida.

Subject to zoning, building code and other use restrictions imposed by governmental authority or permits and all matters which a reasonable search of the Public Records of Collier County, Florida would discover,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, including but not limited to, easements, utility reservations, all governmental and other approvals pertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor does hereby covenant with Grantee that, except as noted above, at the time of delivery of this deed the land was free from all encumbrances made by Grantor, and Grantor will warrant the title to said and defend the same against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

SIGNATURES TO FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence

DIVOSTA HOMES, LP, a Delaware Limited Partnership

By: DIVOSTA HOMES HOLDINGS, LLC, a Delaware limited liability company, its General Partner

Witness Signature

Richard McCormick, Vice President-Land
Development

Printed Name

S. Kaff O. LER COUNTY OF LER C

BARBARA A. WAGNER
MY COMMISSION I DD 950527
EXPIRES: January 7, 2014
Bonded Thru Notary Public Underwriters

Barsara a. Wagner
Notary Public

LICENSE AGREEMENT

TH	HIS LIC	ENSE AG	FREEN	MENT	this)	"Agree	<u>ment</u> ") is	made	and e	ntered as o	of this	o	f
			,	2020	(" <u>E</u>	ffective	Date "),	by	and	between	VERO	NAWALE	<
HOMEOW	VNERS	ASSOCI	ATIO	N, IN	C., a	Florida	not-for-p	rofit	corpor	ation (the	"Associ	ation") and	d
VERONA	WALK	COMM	UNIT	Y DE	VEL	OPMEN	T DIST	RICT	l, a co	mmunity	developn	nent distric	:t
established	and exis	sting purs	uant to	Chap	ter 19	0, Flori	da Statute	s (the	"Dist	rict").	_		

RECITALS:

WHEREAS, the District is the owner of that certain real property legally described as follows: Tract B, Veronawalk Town Homes Phase 2, according to the plat thereof recorded in Plat Book 42, Page 44 of the Public Records of Collier County, Florida (the "**Tract B**"); and

WHEREAS, Tract B contains a lake and other stormwater management facilities that are a part of the District's stormwater management system; and

WHEREAS, the Association has requested permission from the District to install a well on a portion of Tract B for geothermal pumps that being installed for the Association's community pool (the "Well"); and

WHEREAS, subject to the terms and conditions hereof, the District desires to grant to the Association a non-exclusive, revocable license to install and operate a well on Tract B.

NOW, THEREFORE, the parties agree as follows:

- 1. <u>Recitals</u>. The recitals set forth above are true, correct and are incorporated herein by reference.
- 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 the Well on a portion of Tract B specified herein (the "Activity"). The Well may only be located within the area depicted on Exhibit "A" attached hereto and made a part hereof (the "Well Location"). The Well Location shall not be relocated, modified or expanded in any way without the prior written approval of the District, which approval may be withheld in the District's sole and exclusive discretion. Further, the Association shall only use the license granted herein for the Activity and shall not use Tract B 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. The Well 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 of the Well 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 maintenance and repair of the Well and any utilities necessary to conduct the Activity.
- 3. <u>Compensation</u>. 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. <u>Damage</u>. The Association shall not, by conducting the Activity, cause damage to Tract B. In the event that the exercise by the Association of the license rights granted herein causes or otherwise results

in any damage to Tract B, 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 Tract B to its condition as existed prior to such damage.

- 5. <u>Effective Date/Term.</u> The initial term of this Agreement (the "<u>Initial Term</u>") shall commence upon the Effective Date and shall terminate five (5) years thereafter ("<u>Termination Date</u>"). 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. <u>Default/Termination</u>. 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 Tract B 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 Well and all equipment related thereto from Tract B, and return Tract B to the condition it existed prior to the Association's use pursuant to this Agreement.

7. Insurance.

- a. Prior to any entry by the Association upon any portion of Tract B, 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 per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate, insuring against claims for personal injury, death, and/or property damage occasioned by accidents occurring on Tract B 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.
- b. The Association further agrees to require by written contract any contractor or subcontractors hired or engaged by the Association to perform any installation, repair or maintenance of the Well hereunder to procure and maintain, until the completion of the contractor's or subcontractor's work, insurance of the types and to the limits specified in this Section and with the District as a named insured unless such insurance requirements for the contractor or subcontractor are expressly modified or waived in writing by the District.
- 8. <u>Assumption of Risk; Indemnification</u>. The Association acknowledges and agrees that the Activity and any entry upon Tract B 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 Tract B. 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 harmless the District and its supervisors, manager, officers, board members, employees, and agents (collectively, "<u>Indemnified Parties</u>") 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. <u>Notices</u>. 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 Email: <u>kdailey@sdsinc.org</u>

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.

Attn: Ashley Ortiz, LCAM, General Manager

8090 Sorrento Lane, Suite 1

Naples, FL 34114

Email: ashley@kwpmc.com

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. <u>License, Not Lease; No Recording.</u> It is acknowledged and stipulated by and between the parties hereto that this Agreement shall not be deemed a lease of Tract B 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. <u>Liens and Claims</u>. The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform any installation, operation and maintenance under this Agreement. The Association shall keep Tract B and any other District property free from any construction, materialmen's or mechanic's liens and claims or notices in respect to such liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's actions pursuant to this Agreement, and the Association shall immediately discharge any such claim or lien.

11. <u>Miscellaneous</u>. 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 deemed to be original, but all or 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.}

	ASSOCIATION:
WITNESSES:	VERONAWALK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation
Print Name:	
	By:Ann McCauley, President
Print Name:	
	DISTRICT:
	VERONA WALK COMMUNITY DEVELOPMENT DISTRICT
ATTEST:	
	By:
Kathleen Dailey, Secretary	Diann Cucinella, Chair

Exhibit "A" Well Location

LICENSE AGREEMENT

RECITALS:

WHEREAS, the District is the owner of that certain real property containing a lake and designated as Lake #1 on Exhibit "A" attached hereto and made a part hereof ("Lake #1") and legally described as Tract P, Veronawalk Phase 1A, according to the plat thereof recorded in Plat Book 41, Page 1 of the Public Records of Collier County, Florida; and

WHEREAS, the District is the owner of that certain real property containing a lake and designated as Lake #2 on Exhibit "A" attached hereto and made a part hereof ("Lake #2") and legally described as Tract G, Veronawalk Phase 4A, according to the plat thereof recorded in Plat Book 47, Page 5 of the Public Records of Collier County, Florida; and

WHEREAS, Lake #1 and Lake #2 are maintained by the District and are part of the District's stormwater management system; and

WHEREAS, the Association desires to place and maintain a fountain in Lake #1 and a fountain in Lake #2; 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 #1 and a fountain in Lake #2.

NOW, THEREFORE, the parties agree as follows:

- 1. <u>Recitals</u>. The recitals set forth above are true, correct and are incorporated herein by reference.
- 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 one (1) fountain in Lake #1 and one (1) fountain in Lake #2 (the "Activity"). The Association shall only use the license granted herein for the Activity and shall not use Lake #1 and Lake #2 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 of the fountains 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 maintenance and repair of the fountains and any utilities necessary to conduct the Activity.
- 3. <u>Compensation</u>. 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. <u>Damage</u>. The Association shall not, by conducting the Activity, cause damage to Lake #1 or Lake #2. In the event that the exercise by the Association of the license rights granted herein causes or otherwise results in any damage to Lake #1 or Lake #2, 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 #1 or Lake #2, as applicable, to its condition as existed prior to such damage.
- 5. <u>Effective Date/Term.</u> The initial term of this Agreement (the "<u>Initial Term</u>") shall commence upon the Effective Date and shall terminate five (5) years thereafter ("<u>Termination Date</u>"). 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. <u>Default/Termination</u>. 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 #1 or Lake #2 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 fountains and all equipment related thereto from Lake #1 and Lake #2, and return Lake #1 and Lake #2 to their condition prior to the Association's use pursuant to this Agreement.
- 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) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate, combined single limit, insuring against claims for personal injury, death, and/or property damage occasioned by accidents occurring on Lake #1 and Lake #2 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 that 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 #1 and/or Lake #2 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 #1 and/or Lake #2. 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 harmless the District and its supervisors, manager, officers, board members, employees, and agents (collectively, "Indemnified Parties") 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. <u>Notices</u>. 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 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: ashley@kwpmc.com

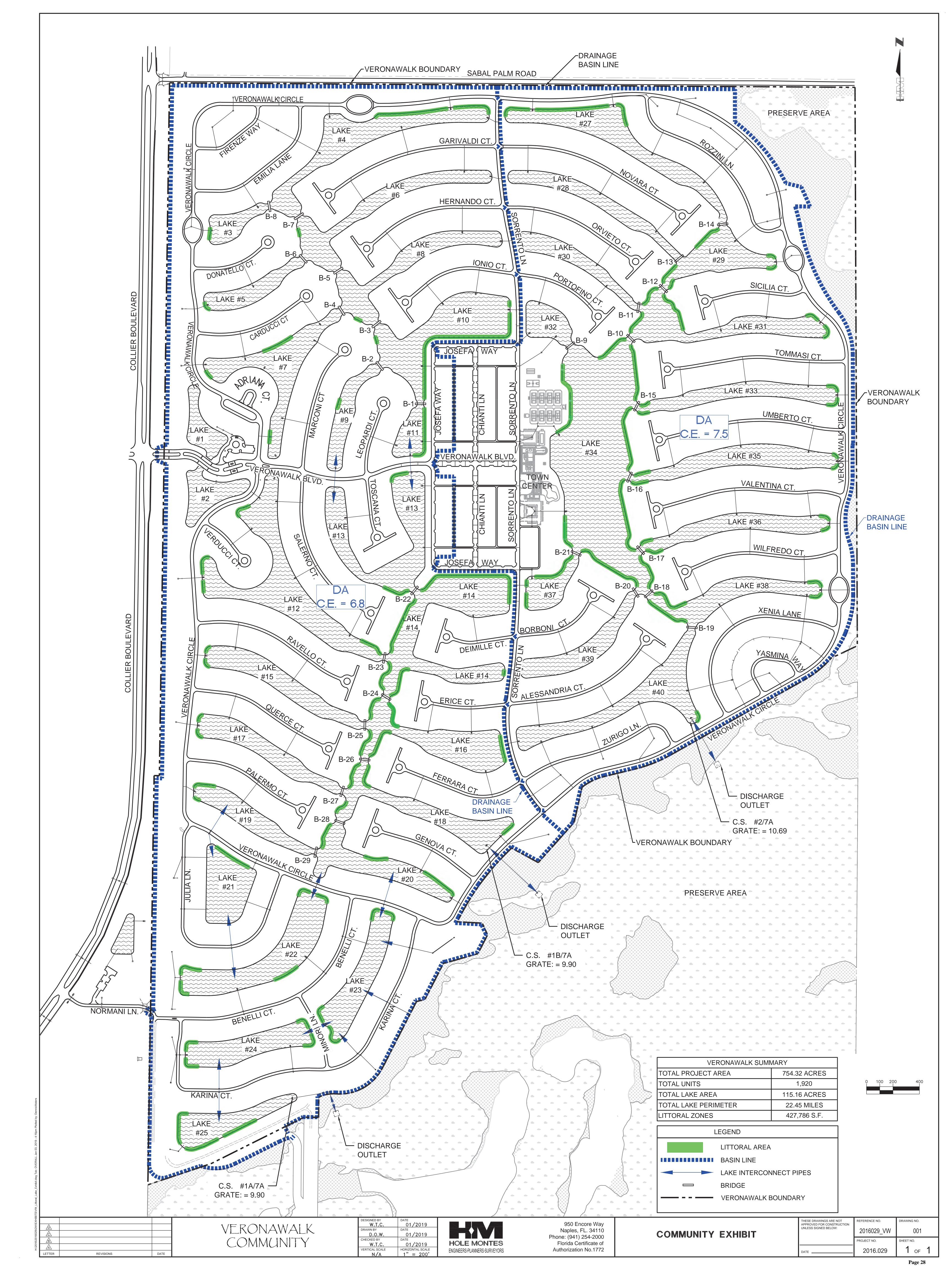
Any notice, request or other communication shall be deemed to be given: (1) upon receipt or refusal to accept, in the case of hand delivery or commercial next business day courier service; (2) upon transmission in the case of email; or (3) three (3) days following deposit with the U.S. Postal Service. 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. <u>License, Not Lease; No Recording</u>. It is acknowledged and stipulated by and between the parties hereto that this Agreement shall not be deemed a lease of Lake #1 or Lake #2 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. <u>Miscellaneous</u>. 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 deemed to be original, but all or 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.

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

	ASSOCIATION:
WITNESSES:	VERONAWALK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation
Print Name:	
	By: Ann McCauley, President
Print Name:	
	DISTRICT:
	VERONA WALK COMMUNITY DEVELOPMENT DISTRICT
A PERSONAL PROPERTY OF THE PRO	
ATTEST:	
	D _{vv} .
Kathleen Dailey, Secretary	By: Diann Cucinella, Chair
rauncen Daney, Secretary	Diann Cucincha, Chall

Exhibit "A" Lake #1 and Lake #2 Locations



RESOLUTION 2020-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF VERONA WALK COMMUNITY DEVELOPMENT DISTRICT DECLARING VACANCIES IN SEAT 2 AND SEAT 4 ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, Verona Walk Community Development District (the "<u>District</u>") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, on November 3, 2020 two (2) members of the Board of Supervisors (the "<u>Board</u>") of the District were to be elected by the Qualified Electors of the District, as that term is defined in Section 190.003, Florida Statutes; and

WHEREAS, pursuant to Florida law, there was a qualifying period for candidates intending to run for the seats on the Board up for election; and

WHEREAS, at the close of the qualifying period no Qualified Elector qualified to run for either of the two (2) seats available for election by the Qualified Electors of the District; and

WHEREAS, pursuant to Section 190.006(3)(b), Florida Statutes, the Board shall declare such unfilled seats as vacant, effective the second Tuesday following the general election; and

WHEREAS, Qualified Electors are to be appointed to the vacant seats within ninety (90) days thereafter; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring those seats that were available for election as vacant as of November 17, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VERONA WALK COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. DECLARATION OF VACANCY. The following seats are hereby declared vacant effective as of November 17, 2020:

Seat 2 (currently vacant)

Seat 4 (currently held by Diann Cucinella)

SECTION 2. APPOINTMENT/INCUMBENTS. Pursuant to Section 190.006(3)(b), Florida Statutes the Board shall appoint a Qualified Elector to fill each vacancy stated in Section 1 on or before February 15, 2021. Until such time as the Board nominates Qualified Electors to fill the vacancies declared in Section 1 above, the incumbent Board member in each respective seat shall remain in office.

SECTION 3. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 4. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this <u>17th</u> day of <u>September</u>, 2020.

ATTEST:	VERONA WALK COMMUNITY DEVELOPMENT DISTRICT
Kathleen Dailey, Secretary	Diann Cucinella, Chair

September 1, 2020

Kathleen Daily Meneely District Manager

Dear Ms. Meneely,

This letter is in response to your solicitation for individuals interested in serving on the Board of Supervisors of Verona Walk Community Development District.

I am a full-time resident, living at 8059 Wilfredo Ct; I am over the age of 18, a citizen of the United States, a legal resident of Florida and a registered voter.

My educational background includes a B.S in Engineering from Boston University and a Master of Business Administration from Suffolk University, Boston.

During my forty-five years of work experience, I held various managerial and executive positions in the transportation industry. For the last fifteen years prior to retirement, I worked as a management consultant for multinational businesses in this country and Europe; implementing continuous improvement programs.

I have been a life-long hobby gardener and fisherman with an interest in environmental matters. Since retiring and relocating to Naples in 2015, I have had the opportunity to formalize my knowledge in this area, training as both a Collier County Master Gardener and a Florida Master Naturalist. I am an instructor with the Green Industry Best Management Practices Program sponsored by FDACS and hold a Limited Commercial Fertilizer Applicators License.

In 2020, I became a Certified Horticulturalist by the Florida Nursery Growers and Landscapers Association (FNGLA).

I am active with the Greenscape Alliance, an industry and academic environmental group focused on maintaining clear water resources.

I look forward to hearing from you.

Regards,

Peter C. Monti

Peter C. Monti

Verona Walk Community Development District

Financial Report For August 2020

VERONA WALK COMMUNITY DEVELOPMENT DISTRICT MONTHLY FINANCIAL REPORT AUGUST 2020

REVENUES	Annual Budget 10/1/19 - 9/30/20	Actual Aug-20	Year To Date Actual 10/1/19 - 8/31/20
O & M ASSESSMENTS	311.297	Ţ.	
DEBT ASSESSMENTS - SERIES 2013	518,105		- , -
DEBT ASSESSMENTS - SERIES 2018	583,256		
OTHER REVENUES	0		
INTEREST INCOME	480		_
TOTAL REVENUES	\$ 1,413,138	\$ -	\$ 1,414,442
EXPENDITURES			
MAINTENANCE EXPENDITURES			
FIELD INSPECTOR	38,000	3,326	36,583
VEHICLE - INSURANCE	1,000		
VEHICLE - EQUIPMENT (SMALL TOOLS)	1,545	0	0
VEHICLE - GAS & MAINTENANCE	3,000		785
LAKE SPRAYING (CLARK)	72,500		66,037
LAKE WATER QUALITY TESTING (BENCHMARK)	6,000		
LAKE LITTORAL & LAKE BANK PLANTINGS	12,500		,
OUTFALL PIPE & STRUCTURE INSPECTION & CLEANING	5,000		_
STORM PIPE & EROSION REPAIRS	50,000		_
DREDGING	1,000		
MISCELLANEOUS MAINTENANCE	1,000		
GOLF CART STORAGE	1,000		_
TOTAL MAINTENANCE EXPENDITURES	\$ 191,545	-	\$ 107,295
ADMINISTRATIVE EXPENDITURES			
SUPERVISOR FEES	3,000	0	800
PAYROLL TAXES (EMPLOYER)	240		
ENGINEERING	15,500		
MANAGEMENT	45,264		41,492
SECRETARIAL	43,204		
LEGAL	17.000		
ASSESSMENT ROLL	10,000		
AUDIT FEES	3,600		_
ARBITRAGE REBATE FEE - SERIES 2013	650		-,
ARBITRAGE REBATE FEE - SERIES 2018	650		
INSURANCE	6,518		
LEGAL ADVERTISING	1,800		-,-
MISCELLANEOUS/CONTINGENCY	2,500		
POSTAGE	800		
OFFICE SUPPLIES	1,200		
DUES & SUBSCRIPTIONS	175		
WEBSITE MANAGEMENT	2,000	-	1,833
TRUSTEE FEES - SERIES 2013	4,730		
TRUSTEE FEES - SERIES 2018	4,100		,
CONTINUING DISCLOSURE FEE - SERIES 2013	1,000		-,
CONTINUING DISCLOSURE FEE - SERIES 2018	1,000	-	.,,
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 125,927		\$ 77,728
TOTAL EXPENDITURES	\$ 317,472	\$ 12,980	\$ 185,023
REVENUES LESS EXPENDITURES	\$ 1,095,666	\$ (12,980)	\$ 1,229,419
BOND PAYMENTS (SERIES 2013)	(479,247)	0	(489,013)
BOND PAYMENTS (SERIES 2018)	(539,512)		(550,506)
BOND FATMENTS (SENIES 2016)	(559,512)	0	(550,500)
BALANCE	\$ 76,907	\$ (12,980)	\$ 189,900
ADMINISTRATIVE COSTS	(48,737)	0	(27,211)
DISCOUNTS FOR EARLY PAYMENTS	(57,212)		(52,471)
EXCESS/ (SHORTFALL)	\$ (29,042)	\$ (12,980)	\$ 110,218
CARRYOVER FROM PRIOR YEAR	29,042		
NET EXCESS/ (SHORTFALL)	\$ -	\$ (12,980)	\$ 110,218

Bank Balance As Of 7/31/20	\$ 666,549.77
Funds Received: 8/1/20 - 8/31/20	\$ 14,145.70
Disbursements: 8/1/20 - 8/31/20	\$ 30,988.44
Bank Balance As Of 8/31/20	\$ 649,707.03
Accounts Payable As Of 8/31/20	\$ 28,443.11
Accounts Receivable As Of 8/31/20	\$ -
Available Funds As Of 8/31/20	\$ 621,263.92

Verona Walk Community Development District Budget vs. Actual October 2019 through August 2020

	Oct '19 - Aug 20	19/20 Budget	\$ Over Budget	% of Budget
Income	<u> </u>		•	
363.100 · O & M Assessment Income	312,161.91	311,297.00	864.91	100.28%
363.812 · Debt Assessments (Series 2013)	518,236.45	518,105.00	131.45	100.03%
363.813 · Deb Assessments (Series 2018)	583,404.40	583,256.00	148.40	100.03%
363.822 · Debt Assessmnt-Pd To Trustee-13	-489,012.80	-479,247.00	-9,765.80	102.04%
363.823 · Debt Assessmnt-Pd To Trustee-18	-550,505.85	-539,512.00	-10,993.85	102.04%
363.830 · Assessment Fees	-27,210.82	-48,737.00	21,526.18	55.83%
363.831 · Discounts For Early Payments	-52,470.85	-57,212.00	4,741.15	91.71%
369.399 · Carryover From Prior Year	0.00	29,042.00	-29,042.00	0.0%
369.401 · Interest Income	639.49	480.00	159.49	133.23%
Total Income	295,241.93	317,472.00	-22,230.07	93.0%
Expense				
511.122 · Payroll Tax Expense	61.20	240.00	-178.80	25.5%
511.131 · Supervisor Fees	800.00	3,000.00	-2,200.00	26.67%
511.306 · Dredging	0.00	1,000.00	-1,000.00	0.0%
511.308 · Maintenance	0.00	1,000.00	-1,000.00	0.0%
511.310 · Engineering	1,746.10	15,500.00	-13,753.90	11.27%
511.311 · Management Fees	41,492.00	45,264.00	-3,772.00	91.67%
511.312 · Secretarial Fees	3,850.00	4,200.00	-350.00	91.67%
511.315 · Legal Fees	6,136.25	17,000.00	-10,863.75	36.1%
511.318 · Assessment/Tax Roll	0.00	10,000.00	-10,000.00	0.0%
511.320 · Audit Fees	3,600.00	3,600.00	0.00	100.0%
511.330 · Arbitrage Rebate Fee	650.00	1,300.00	-650.00	50.0%
511.450 · Insurance	5,541.00	6,518.00	-977.00	85.01%
511.480 · Legal Advertisements	1,179.50	1,800.00	-620.50	65.53%
511.512 · Miscellaneous	590.89	2,500.00	-1,909.11	23.64%
511.513 · Postage and Delivery	239.45	800.00	-560.55	29.93%
511.514 · Office Supplies	394.60	1,200.00	-805.40	32.88%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.750 · Website Management	1,833.26	2,000.00	-166.74	91.66%
512.736 · Continuing Disclosure Fee 2013	1,000.00	1,000.00	0.00	100.0%
512.738 · Continuing Disclosure Fee 06-18	0.00	1,000.00	-1,000.00	0.0%
513.733 · Trustee Fees - Series 2013	4,730.00	4,730.00	0.00	100.0%
514.100 · Golf Cart Storage	1,200.00	0.00	1,200.00	100.0%
514.101 · Field Inspector	36,583.47	38,000.00	-1,416.53	96.27%
514.103 · Vehicle Insurance	578.05	1,000.00	-421.95	57.81%
514.104 · Vehicle Equipment (small tools)	0.00	1,545.00	-1,545.00	0.0%
514.105 · Vehicle Gas and Maintenance	785.20	3,000.00	-2,214.80	26.17%
514.106 · Lake Spraying (Clark)	66,037.00	72,500.00	-6,463.00	91.09%
514.107 · Lake H2O Quality Tests-Benchmrk	2,112.00	6,000.00	-3,888.00	35.2%
514.108 · Lake Littoral & Lake Bank Plant	0.00	12,500.00	-12,500.00	0.0%
514.109 · Outfall Pipe & Structure Insp &	0.00	5,000.00	-5,000.00	0.0%
514.110 · Storm Pipe & Erosion Repairs	0.00	50,000.00	-50,000.00	0.0%
514.733 · Trustee Fees (2018)	3,708.75	4,100.00	-391.25	90.46%
Total Expense	185,023.72	317,472.00	-132,448.28	58.28%
Income	110,218.21	0.00	110,218.21	100.0%

Verona Walk Community Development District Balance Sheet As of August 31, 2020

	Operating Fund	Debt Service (13) Fund	Debt Service (18) Fund	General Fixed Assets Fund	Long Term Debt Fund	TOTAL
ASSETS						
Current Assets						
Operating Bank Account	649,707.03	0.00	0.00	0.00	0.00	649,707.03
Total Current Assets	649,707.03	0.00	0.00	0.00	0.00	649,707.03
Fixed Assets						
Storm Water Management	0.00	0.00	0.00	15,481,040.00	0.00	15,481,040.00
Accumulated Depreciation - Stormwater Mgt	0.00	0.00	0.00	-6,811,662.00	0.00	-6,811,662.00
Total Fixed Assets	0.00	0.00	0.00	8,669,378.00	0.00	8,669,378.00
Other Assets						
A/R Assessment Income	0.00	0.00	0.00	0.00	0.00	0.00
A/R Non Ad Valorem Receipts	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Construction	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Interest Acct	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Reserve Acct	0.00	241,843.75	50,245.59	0.00	0.00	292,089.34
Investments - Revenue Acct	0.00	119,980.24	201,937.42	0.00	0.00	321,917.66
Investments - Prepayment Acct	0.00	7,945.91	0.00	0.00	0.00	7,945.91
Investments - Excess Revenue	0.00	28,802.07	0.00	0.00	0.00	28,802.07
Amount Available In DSF (2013)	0.00	0.00	0.00	0.00	398,571.97	398,571.97
Amount Available In DSF (2018)	0.00	0.00	0.00	0.00	252,183.01	252,183.01
5155000 · Amount To Be Provided	0.00	0.00	0.00	0.00	11,447,245.02	11,447,245.02
Total Other Assets	0.00	398,571.97	252,183.01	0.00	12,098,000.00	12,748,754.98
TOTAL ASSETS	649,707.03	398,571.97	252,183.01	8,669,378.00	12,098,000.00	22,067,840.01
LIABILITIES & EQUITY Liabilities Current Liabilities Accrued Expenses	0.00	0.00	0.00	0.00	0.00	0.00
Accounts Payable	28,443.11	0.00	0.00	0.00	0.00	28,443.11
Total Current Liabilities	28,443.11	0.00	0.00	0.00	0.00	28,443.11
Long Term Liabilities	20,440.11	0.00	0.00	0.00	0.00	20,440.11
· ·	0.00	0.00	0.00	0.00	4,840,000.00	4,840,000.00
Special Assessment Debt (2013A-1) Special Assessment Debt (2013A-2)	0.00 0.00	0.00	0.00	0.00	295,000.00	295,000.00
Special Assessment Debt-(2013A-2)	0.00	0.00	0.00	0.00	6,963,000.00	6,963,000.00
Total Long Term Liabilities	0.00	0.00	0.00	0.00	12,098,000.00	12,098,000.00
Total Liabilities	28,443.11	0.00	0.00	0.00	12,098,000.00	12,126,443.11
Equity						
Retained Earnings	511,045.71	385,061.82	244,694.00	-6,811,662.00	0.00	-5,670,860.47
Current Year Depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Net Income Investment In Gen Fixed Assets	110,218.21 0.00	13,510.15 0.00	7,489.01 0.00	0.00 15,481,040.00	0.00 0.00	131,217.37
Total Equity	621,263.92	398,571.97	252,183.01	8,669,378.00	0.00	9,941,396.90
TOTAL LIABILITIES & EQUITY	649,707.03	398,571.97	252,183.01	8,669,378.00	12,098,000.00	22,067,840.01