



**VERONA WALK  
COMMUNITY DEVELOPMENT  
DISTRICT**

**COLLIER COUNTY  
REGULAR BOARD MEETING  
FEBRUARY 20, 2025  
10:00 A.M.**

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

[www.veronawalkcdd.org](http://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 20, 2025  
10:00 a.m.  
Call-In: 800-743-4099 Participant Passcode: 7423990

- A. Call to Order
- B. Pledge of Allegiance
- C. Proof of Publication.....Page 1
- D. Administer Oath of Office
- E. Establish Quorum
- F. Additions or Deletions to Agenda
- G. Approval of Minutes
  - 1. January 16, 2025 Regular Board Meeting.....Page 2
- H. New Business
  - 1. Consider Approval of Lake Management Agreement with Premier.....Page 6
- I. Old Business
- J. Administrative Matters
  - 1. District Attorney Update
    - a. Discussion of CDD/HOA Maintenance Responsibilities/Easements
  - 2. District Engineer Update
    - a. Announcement of Retirement.....Page 19
  - 3. Field Inspector Update.....Page 20
  - 4. District Manager Update
    - a. Financials.....Page 21
    - b. Upcoming Meetings
      - March 20, 2025
      - Proposed Budget Schedule – March 20<sup>th</sup> & July 17<sup>th</sup>
- K. Comments from the Public
- L. Board Member Comments
- M. Adjourn



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

**AFFIDAVIT OF PUBLICATION**

Verona Walk Community Dev.  
Verona Walk Community Dev.  
2501 A Burns Rd  
Palm Beach Gardens FL 33410

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Naples Daily News, a newspaper published in Collier County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

10/07/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/07/2024

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost: \$303.84  
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**NANCY HEYRMAN**  
Notary Public  
State of Wisconsin

VERONA WALK  
COMMUNITY  
DEVELOPMENT DISTRICT  
FISCAL YEAR 2024/2025  
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 17, 2024  
November 21, 2024  
December 19, 2024  
January 16, 2025  
February 20, 2025  
March 20, 2025  
April 17, 2025  
May 15, 2025  
July 17, 2025  
August 21, 2025  
September 18, 2025

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  
10/7/24 #10630339

**VERONA WALK COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
JANUARY 16, 2025**

**A. CALL TO ORDER**

The January 16, 2025, Regular Board Meeting of the Verona Walk Community Development District (the “District”) was called to order at 10:00 a.m. at 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 7, 2024, as part of the District’s Fiscal Year 2024/2025 Meeting Schedule, as legally required.

**D. ADMINISTER OATH OF OFFICE**

This item was taken care of at the last meeting.

**E. 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	Marilyn Czubkowski	Present
Vice Chairman	Peter Monti	Present via phone as of 10:25 a.m.
Supervisor	Roger Roy	Present
Supervisor	Jack Hogan	Present
Supervisor	Michael Kurzawski	Present

Staff members in attendance were:

District Manager	Kathleen Meneely	Special District Services, Inc.
General Counsel	Megan Magaldi (via phone)	Coleman Yovanovich Koester
Field Inspector	Bohdan Hirniak	Special District Services, Inc.
District Engineer	Terry Cole (via phone)	Hole Montes, Inc.

Also present were the following:

Herb Czeschin, Mike Rizzo, Dan Shallow, Beth Boland, Chris Briggs, Jeanne Condle  
Julia Shakolinina – Village Manager

Bill Kurth - Premier

## **F. ADDITIONS OR DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

## **G. APPROVAL OF MINUTES**

### **1. December 19, 2024, Regular Board Meeting**

The December 19, 2024, Regular Board Meeting minutes were presented for approval.

A **motion** was made by Mr. Roy, seconded by Mr. Hogan and passed unanimously approving the minutes of the December 19, 2024, Regular Board Meeting, as presented.

## **H. NEW BUSINESS**

### **1. Status of Ponds 1 & 2**

Mr. Hogan stated that he put this on the agenda requesting information on what the HOA was doing about getting the pumps fixed in these ponds. Mr. Hirniak gave a background stating that these ponds were not part of the detention ponds and have no consequence to the stormwater system. He continued that there was no requirement for water quality and even though the water quality is good, the CDD has no jurisdiction over them. Mr. Hogan asked about the grass in the ponds and Ms. Czubkowski stated it was removed by Solitude three weeks ago. She continued that the HOA put another pump in Pond 2 and never removed the old pump. Mr. Hirniak stated that this was a housekeeping issue for the HOA and Mr. Hogan indicated that the HOA should be asked to remove it. Ms. Shakolinina stated that the HOA Board had approved electrical work in the area and she will get Mr. Hirniak the details. Mr. Rizzo advised that he would check on the pumps. There was discussion on the past maintenance of the ponds and Ms. Czubkowski stated they were originally put in by the HOA for the fountains and to keep the lakes high, noting they own them and they were their responsibility.

## **I. OLD BUSINESS**

### **1. Consider Proposals for Lake Maintenance**

Ms. Meneely stated that at the last meeting proposals from Solitude, Estate Management Services and Premier were reviewed, noting a proposal from Advanced Aquatics was, hopefully, forthcoming but the company declined to submit. Mr. Kurzawaski stated that the Board held off making a decision in order for Mr. Monti to participate in the discussion but he is not present. Ms. Czubkowski stated that Mr. Monti was not needed in order to make a decision. She added that Solitude had not provided the reports that she requested at the last meeting. Mr. Hogan stated that based on the presentations at the last meetings he felt that it was time for a change and supported moving forward with Premier. Ms. Czubkowski stated that Premier's proposal included 96 visits per year at \$8,000 per month, which is a more aggressive service as was desired by the residents. She asked Mr. Kurth if once the community was in better condition, if less visits would be needed which would impact the cost and Mr. Kurth responded that there was 22 miles of shoreline and it could be looked at in the future.

Mr. Monti joined the meeting via telephone at 10:25 a.m. He stated that Section D of the proposal references spike rush control and the Board had discussed a standard of a 10-foot width that he would

like to see addressed in the contract. He also stated that under the bridges, the community would like to see that area cleared. Ms. Czubkowski stated the attorney would draw up the contract and could accommodate those noted matters to be considered at the next meeting. There was general discussion on reporting, automatic renewal, escalators and insurance to which Ms. Magaldi stated all would appear in the standard contract which overrides their proposal. Ms. Czubkowski stated she did not want the contract to have to come back to the Board every year for consideration and supported the renewals, asking Mr. Hirniak to forward to the attorney the spike rush standard information. Mr. Briggs asked if the narrowest areas would be treated first and how soon results would be seen. Mr. Kurtz responded that it would look worse before it looks better since treatment will cause decay. He added that the company would take its direction from the Board as to priorities. He also mentioned that he noticed Vallisneria grass in the front ponds that should be treated as it can get out of control. Mr. Briggs asked about the use of sterile carp and Mr. Kurth indicated it was not recommended here due to the necessary littoral plantings.

## **J. ADMINISTRATIVE MATTERS**

### **1. District Attorney Update**

#### **a. Discussion Regarding CDD/HOA Maintenance Responsibilities**

Ms. Czubkowski noted that questions had been asked regarding street drains, sweeping and who owned what in the community. She continued that all the legal documents were included in the agenda showing the transfer of the stormwater system, including the dedication of the lakes and land in Exhibit A, which state that the water management and easements are the only responsibility of the District. Ms. Magaldi explained that a manual title search was done which did not find any further responsibilities although a third-party title search company could be hired to do further reviews. Ms. Czubkowski stated that she would not want to spend money on this, reiterating that the District had no rights except for what it owns or is responsible for. Mr. Hogan stated this was an ongoing problem that residents keep bringing up and suggested these residents be provided with the information. Ms. Czubkowski stated that the material and agenda backup is public record that anyone questioning the responsibilities can read. After discussion, it was the consensus of the Board not to spend money on a third-party title search.

The attorney had no further report.

### **2. District Engineer Update**

There was no District Engineer Update at this time.

### **3. Field Inspector Update**

Mr. Hirniak went over his report, noting the area was in its dry season and the lake levels were coming down. He continued that rain was at about the same level as the last 5-6 years at this time.

Mr. Hirniak advised that the lake bank mowing had been done, and the spike rush had lessened but was still in shallow areas.

Ms. Czubkowski stated that a pool had gone in, and the constructions chewed up the lank bank. Mr. Hirniak noted he would look into it.

Mr. Monti asked that he be provided with a copy of Benchmark’s last report and Mr. Hirniak indicated he would be sure he gets a copy. Mr. Monti also asked about the spike rush status on Bridge 26 and Mr. Hirniak responded that there was some but not as much.

**4. District Manager Update**

- **Financials**

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

Ms. Meneely reminded the Board of the upcoming meeting schedule of February 20, 2025, and March 20, 2025.

Ms. Meneely requested authorization to give Solitude their 30-day notice.

A **motion** was made by Mr. Roy, seconded by Mr. Hogan and passed unanimously authorizing Ms. Meneely to advise Solitude of their 30-day termination notice, as requested.

**K. COMMENTS FROM THE PUBLIC**

Mr. Czeschin stated that the plants were dying off in the littoral planting project area and asked if irrigation was reaching them. Ms. Czubkowski indicated it was not, but there may be some regeneration during the wet season, noting that not much money was spent on the test project.

**L. BOARD MEMBER COMMENTS**

There were no further comments from the Board Members.

**M. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 11:25 on a **motion** made by Mr. Roy, seconded by Mr. Hogan, and that **motion** carried unanimously.

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Secretary/Assistant Secretary

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Chair/Vice-Chair

## LAKE MANAGEMENT AGREEMENT

**THIS LAKE MANAGMENT AGREEMENT** (this “Agreement”) is made and entered into as of the \_\_\_\_\_ day of February, 2025, by and between **VERONA WALK COMMUNITY DEVELOPMENT DISTRICT**, a community development district established pursuant to Chapter 190, Florida Statutes (“District”) and **PREMIER LAKES, INC.**, a Florida corporation (“Contractor”).

### WITNESSETH:

**WHEREAS**, the District was established by ordinance of the Board of County Commissioners of Collier County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements, including surface water management systems, landscaping and other infrastructure within Verona Walk community; and

**WHEREAS**, included within the maintenance responsibilities of the District is the responsibility to maintain certain lakes; and

**WHEREAS**, the District desires to employ the Contractor to provide lake management services within the District; and

**WHEREAS**, the Contractor, through its proposal and has represented that it can provide such services as required by the District; and

**WHEREAS**, the District desires to employ the Contractor as an independent contractor to provide the services described herein for the compensation and upon the terms, conditions and provisions hereinafter set forth.

**NOW, THEREFORE**, the District and the Contractor agree as follows:

1. **RECITALS.** That the above recitals are true and correct and are incorporated herein.

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

A. The District desires that the Contractor provide professional lake management services of the very highest quality. Following the execution of this Agreement by both parties, the Contractor shall provide the District with the specific services identified in this Agreement commencing as of February 20, 2025 (“Commencement Date”).

B. While providing the services identified in this Agreement, 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. All work to be performed within the scope of these specifications contained herein shall be strictly managed, executed, and performed by the Contractor using experienced personnel.

C. The Contractor shall provide the specific professional services as shown in Paragraph 3 of this Agreement.

3. **SCOPE OF LAKE MANAGEMENT SERVICES.** The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as Exhibit “A” and made a part hereof (the “Work”) and those other obligations set forth herein. Contractor shall



solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities under this Agreement are met to the satisfaction of the District.

**4. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work and/or perform such services as specified in this Agreement (including any addendum or amendment subsequently executed by the parties or in any authorized written work order from 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 in Collier County, Florida. The performance of all 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 or reasonably inferred for the proper provision of the Work 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 other work or services 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, or a representative of the District Manager, to act as its representative.

(2) The Contractor agrees to meet with the District's representative no less than four (4) time(s) per year, and at the request of the District, to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of lake related items that should be performed before the next periodic walk through. The District will be responsible for scheduling the inspections. The District must have no less than seven (7) days' notice if there is a need to reschedule. Notwithstanding, the walkthroughs with the District contemplated by this subsection, Contractor remains responsible for making appropriate weekly inspections of the entire property subject to the Work.

D. The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor, at the Contractor's sole cost and expense, agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

E. A representative of Contractor shall attend regular or special meetings of the District's Board of Supervisors, if requested by the District. A monthly written report shall be prepared and submitted by Contractor to the District representative on an agreed upon form provided by Contractor.

**5. COMPENSATION TERM.**

A. The term of this Agreement shall be from the Commencement Date through March

31, 2026 (the “Term”), unless terminated prior to that time pursuant to the provisions set forth herein. Thereafter, this Agreement will be automatically extended for additional one (1) year periods pursuant to the terms and price hereof (hereinafter, “Annual Renewal Term”) unless otherwise terminated or either party provides written notice of non-renewal to the other no later than ninety (90) days prior to the expiration of the Term or Annual Renewal Term, as applicable. Each Annual Renewal Term shall be on the same terms and conditions as the immediately preceding Term or Annual Renewal Term, as applicable, unless agreed upon in writing by the parties.

As compensation for the Work described in this Agreement, the District agrees to pay Contractor in current United States funds for the performance of the Work, the price of Ninety-Six Thousand and No/100 Dollars (\$96,000.00) per annum (“Contract Price”), payable by the District in monthly installments of Eight Thousand and 00/100 Dollars (\$8,000.00). Commencing with the first (1<sup>st</sup>) Annual Renewal Term, the annual Contract Price then in effect shall be increased by four percent (4.0%). For purposes of clarity, given that the Commencement Date is other than the first of the month, the payment due to the Contractor for the first partial month under the Agreement (i.e. February 2025) shall total Two Thousand Five Hundred Seventy-One and 42/100 Dollars (\$2,571.42) and be comprised of a minimum of three visits by the Contractor.

B. If the District should desire additional work or services, or to add additional lands 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 amendment, addendum, addenda, or change order(s) 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, Workers’ Compensation, Unemployment compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5<sup>th</sup>) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice will be for the previous month and shall include such supporting information as the District may reasonably require the Contractor to provide.

6. **WARRANTIES.** Contractor warrants that the Work performed and all goods delivered under this Agreement, shall be free from any defects in workmanship and material, and shall conform strictly to these specifications. Contractor further warrants that all the Work shall be performed using Contractor’s best efforts and shall be in conformance with industry standards for workmanship. By executing this Agreement, Contractor represents that it has examined carefully all of the contract documents, acquainted itself with the site, and all conditions relevant to the Work, and has made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performing the Work pursuant to the Agreement. Contractor acknowledges that the Agreement documents are sufficient for the proper and complete execution of the Work.

7. **SAFETY.** The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. The Contractor shall comply with all applicable standards, rules, or regulations of the Occupational Safety and Health Administration (hereinafter “OSHA”) and all applicable laws, statutes, rules, regulations and orders. The Contractor shall take precautions at all times to protect any persons and property affected by the Contractor’s work under this Agreement, utilizing safety equipment such as bright vests, traffic cones, etc.

8. **INSURANCE.**

A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(1) Workers’ Compensation coverage, in full compliance with Florida statutory requirements, for all employees of the Contractor who are to provide a service under this Contract, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$1,000,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.

(2) Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.

(3) 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. Said insurance shall also to include insured/underinsured motorists’ coverage in the minimum amount of \$100,000 when there are owned vehicles.

B. The District, its staff, consultants, agents and supervisors shall be named as an additional insured on all policies required (excluding worker’s compensation). 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 acceptable to the District, who licensed to conduct business in the State of Florida, and such carrier shall have a Best’s Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), 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.

9. **INDEMNIFICATION/HOLD HARMLESS.** The Contractor assumes liability for and shall indemnify, defend and save harmless the District as well as its supervisors, members, employees, officers, managers, agents, successors and assigns from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, reasonable attorneys’ fees of their attorneys) irrespective of the theory upon which based (including, but not limited to, negligence and strict liability) arising out of the Contractor’s presence within Verona Walk for any purpose (including, but

not limited to, performing work under this Agreement) and arising out of the Work area and the condition, operation ownership, selection, transportation, loading, unloading, security, leasing or return of any equipment or individuals with respect to the above services regardless of where, how and by whom used or operated and including, without limitation, injury to property or person (including death). This Agreement also obligates the Contractor to indemnify and save harmless the District for any and all expenses, costs, claims, actions, damages, losses, and liabilities of every kind arising out of any of the Contractor's or their subcontractors at the site. The Contractor understands and agrees that it is obligated and shall indemnify the District for damages and injury to persons and property caused in whole or in part by any act, omission, negligence or fault of the Contractor and its subcontractor, agents, employees, officers, directors, successors and assigns. The Contractor's obligation to indemnify and defend the District is absolute, including instances where the District are found potentially liable, responsible or at fault and in those instances where the District's own negligence or actions caused said damage or injury in part. Notwithstanding the above, the Contractor shall not be required to indemnify and defend the District for damages found by a Court to have been caused solely by the District gross negligence or the willful, wanton or intentional misconduct of the District or their employees, officers, directors, successors and assigns.

The Contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from the District to the Contractor as specific consideration for this indemnification. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes (and as later amended) and that said statutory provision does not govern, restrict or control this Agreement.

**10. 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.

**11. 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 construction, 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.

**12. 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.

13. **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.

14. **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.

15. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any breach under this Agreement by the District. The District may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. 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.

16. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

17. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

18. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor, which policies of the Contractor shall not conflict with the District, or other government policies, rules or regulations relating to the use of the Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. The Contractor shall not incur expenses on behalf of the District, enter into any contract on behalf of the District, either written or oral, or in any other way attempt to obligate or bind the District except upon the express prior written approval of the District.

1. **E-VERIFY.** The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes. The Contractor shall register with and use the U.S. Department of Homeland



Security's E-Verify system to verify the work authorization status of all newly hired employees. If the Contractor enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide the Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(e), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(1)(f), Florida Statutes.

If the Contractor has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then the Contractor shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of the Contractor knowingly violated Section 448.095, Florida Statutes, but the Contractor otherwise complied with its obligations hereunder, District shall promptly notify the Contractor and upon said notification, the Contractor shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Agreement to the contrary, District may immediately terminate this Agreement for cause if there is a good faith belief that the Contractor knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District. Pursuant to Section 448.095(5)(c)(3), in the event of a termination hereunder, the Contractor shall be liable for any additional costs incurred by the District as a result of the termination of this Agreement.

By entering into this Agreement, Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c)(3), Florida Statutes, within the year immediately preceding the date of this Agreement. District has materially relied on this representation in entering into this Agreement with the Contractor.

**19. PUBLIC RECORDS.** The 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, the 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. The Contractor acknowledges that the designated public records custodian for the District is Kathleen Meneely ("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 Work; 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 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 the 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. Failure of Contractor to comply with Section 119.0701, Florida Statutes may subject the Contractor to penalties under Section 119.10, Florida Statutes. Further, in the event the Contractor fails to comply with this Section or Section 119.0701, Florida Statutes, District shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

**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 KATHLEEN MENEELY, TELEPHONE: (239) 444-5790, EMAIL: KMENEELY@SDSINC.ORG, AND MAILING ADDRESS: 27499 RIVERVIEW CENTER BLVD., BONITA SPRINGS, FLORIDA 34134.**

20. **SEVERABILITY**. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given the nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

21. **EXHIBITS**. All of the exhibits attached to this Agreement, if any, are incorporated in, and made a part of, this Agreement.

22. **COMPLETE AGREEMENT**. This Agreement (and any exhibits or proposals expressly incorporated herein) constitutes the entire and complete agreement between the parties hereto and supersedes all prior correspondence, discussions, agreements and understandings between the parties hereto relating to the matters herein contained.

23. **MODIFICATIONS**. This Agreement may not be amended or modified in any manner other than by an Agreement in writing signed by all of the parties hereto.

24. **WAIVER**. No waiver of any of the terms of this Agreement shall be valid, unless such is in writing and signed by the party against whom such waiver is asserted. In any event, no waiver shall operate or be constructed as a waiver of any future required action or of any subsequent breach.

25. **CONSTRUCTION OF THIS AGREEMENT.**

A. **TITLES**. The titles of paragraphs and sub-paragraphs are for reference purposes only, and shall not in any way limit the contents, application or effect thereof.

B. **ORDER OF PARAGRAPHS**. This Agreement shall be construed as a whole with no importance being placed upon the order of the paragraphs as they appear herein.

C. **PRONOUNS**. Pronouns used herein shall refer to every other and all genders and any word used herein shall refer to the singular or plural as required or appropriate to the context.

D. **FLORIDA LAWS**. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Florida.

E. **NEGOTIATION OF AGREEMENT**. The parties hereto have participated fully in the negotiation and preparation hereof and accordingly, this Agreement shall not be more strictly construed against one or the other.

F. **INTERPRET TO BIND AND TO DO JUSTICE.** This Agreement shall be interpreted in a manner to uphold and enforce the binding effect of all provisions hereof and, at the same time, to do justice to all parties in the event of doubt or ambiguity as to any term, expression or meaning.

G. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor 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 District and the Contractor 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 District and the Contractor and their respective representatives, successors, and assigns.

**26. NOTICES.** All notices, demands, requests or other communications made pursuant to, under or by virtue of this Agreement must be in writing and either emailed, hand-delivered, delivered by next business day commercial courier (such as FedEx or UPS), or mailed through the United States Postal Service, to the party to which the notice, demand, request or communication is made, as follows:

**IF TO THE DISTRICT:**

Verona Walk Community Development District  
c/o Special District Services, Inc.  
27499 Riverview Center Blvd.  
Bonita Springs, Florida 34134  
[kmeneely@sdsinc.org](mailto:kmeneely@sdsinc.org)

**WITH A COPY TO:**

Coleman, Yovanovich & Koester, P.A.  
Attention: Gregory L. Urbancic, Esq.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103  
[gurbancic@cyklawfirm.com](mailto:gurbancic@cyklawfirm.com)

**IF TO THE CONTRACTOR:**

Premier Lakes, Inc.  
1936 Bruce B Downs Blvd, Ste 308  
Wesley Chapel, FL 33544  
[bill.kurth@premierlakesfl.com](mailto:bill.kurth@premierlakesfl.com)

Such addresses may be changed by written notice given to the address noted above. Any notice, demand, request or other communication shall be deemed to be given upon actual receipt in the case of email, hand-delivery or delivery by overnight courier, or two (2) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto, if applicable. Legal counsel may deliver any notice on behalf of the party such counsel represents.

**27. COUNTERPARTS.** 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.



**28. VENUE, PREVAILING PARTY ATTORNEY'S FEES AND COSTS.** In the event of litigation arising out of either party's obligations under this Agreement, venue shall lie in Collier County, Florida and the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party, including but not limited to trial level fees, bankruptcy fees and appellate fees.

**29. ANTI-HUMAN TRAFFICKING AFFIDAVIT.** In accordance with the requirements of Section 787.06(13), Florida Statutes, the affidavit attached hereto as Exhibit "B" shall be completed by Contractor at the time of execution of this Agreement and any renewal hereof.

**IN WITNESS WHEREOF**, the parties execute this Agreement and further agree that it shall take effect as of the date first written above.

**DISTRICT:**

**VERONA WALK COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

\_\_\_\_\_  
Kathleen Meneely, Secretary

By: \_\_\_\_\_  
Marilyn Czubkowski, Chair

Dated: \_\_\_\_\_

**CONTRACTOR:**

**PREMIER LAKES, INC.,**  
a Florida corporation

By: William R Kurth

Name: Bill Kurth

Title: Vice President

Dated: 2/10/25

## Exhibit "A"

### Scope of Services

2. **Service Area:** The "Service Area" is described as **Lakes 1-40 consisting of approximately 22.45 miles of shoreline and 115.16 surface acres.**
3. **Contract Services:** Premier Lakes will perform **(96) Ninety-six** inspections per year of the Service Area and provide the following service as necessary.
  - 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. **Spikerush Control:** Any growth of undesirable gulf spikerush will be controlled and maintained utilizing aquatic herbicides and surfactants up to control elevation year round. Additional charges will apply for manual removal of dead material.
  - e. **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.
  - f. **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.
  - g. **Management Reporting:** Service reports detailing the services rendered will be provided following each inspection.
  - h. **Aquatic Consultation:** Attendance to monthly board meetings when requested.
  - i. Spray the spike rush along the shore line to leave no more than a 5' - 10' remaining strip of spike rush. Spray all of the spike rush in the immediate vicinity of any bridge up to a distance of 20' from the structure itself.

Exhibit "B"

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of FLORIDA

County of LEE

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of **PREMIER LAKES, INC.** (the "Contractor"), hereby attests under penalty of perjury that, the Contractor, to the best of my knowledge and reasonable belief, does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

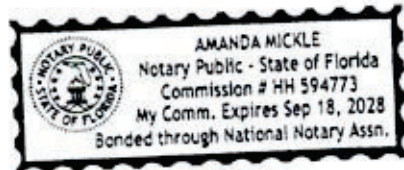
The undersigned is authorized to execute this affidavit on behalf of the Contractor.

William R Kurth  
Signature  
Printed Name: Bill Kurth  
Title: Vice President  
Contractor: PREMIER LAKES, INC  
Date: 2-11-25

SWORN TO AND SUBSCRIBED before me by means of  physical presence or  online notarization, this 11<sup>th</sup> day of Feb, 2025, by WILLIAM R KURTH, as VICE PRESIDENT of PREMIER LAKES, INC. a Florida corporation, who is  personally known to me or who produced  Drivers license as identification.

Amanda Mickle  
Notary Public

(Notary Seal)



February 7, 2025

Kathleen D. Meneely, District Manager  
**Verona Walk Community Development District**  
Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

**RE: VERONA WALK COMMUNITY DEVELOPMENT DISTRICT  
DISTRICT ENGINEER RESIGNATION  
BOWMAN NO.: 340048 / HM 2016029**

Dear Kathleen:

Please be advised that I am in the process of transitioning into semi-retirement this year and reducing my workload. As such, I want to inform you that I will resign as District Engineer within the next 90 days. I have spoken to other persons in Bowman Consulting, and it has been determined that they will not seek to have another engineer fill my duties. If you and/or the CDD Board of Supervisors desire, I will continue for a time period up to 120 days to aid in the transition to another engineer.

It has been a pleasure to serve the Verona Walk CDD for the last 9 years. I wish you and the District well.

Sincerely,

**BOWMAN CONSULTING GROUP, LTD.**

***W. TERRY COLE, P.E.***

W. Terry Cole, P.E.  
Director, Civil Engineering

W. Terry Cole

Digitally signed by W. Terry Cole  
DN: E=tc@bowman.com, CN=W. Terry  
Cole, O=Bowman Consulting Group Ltd.,  
OID.2.5.4.97="NTRUS+DE-4133386",  
L=Reston, S=Virginia,  
SERIALNUMBER=MAS20241022809623,  
C=US  
Date: 2025.02.12 15:14:16-05'00'

WTC:tdc

## **Verona Walk CDD Field Report**

**Jan.16 – Feb 20, 2025**

### **1) Lake inspections for Erosion, Water Quality & Littoral Health**

Since we have not had rain for the past several weeks, there is no indication of bank erosion. Water quality remains excellent. Littoral health is also excellent.

### **2) Outfall Inspections**

Outfalls continue to operate as designed.

### **3) Lake levels**

Lake levels continue to slowly drop due to lack of rain but are at levels consistent with those of previous seasons.

### **4) Inspection of HOA lawn spraying and lake bank mowing**

HOA lawn spraying and bank mowing continues without any undue issues.

### **5) Quarterly water samples and results**

No new sampling is yet scheduled. Visual inspection indicates excellent quality.

### **6) Coordination of contractors**

None required.

### **7) Swimming pool inspections**

One pool is under construction and in per design

### **8) Drainage Inspections**

None ongoing

### **9) Rain event flows and inspections**

None occurring during reporting period

Verona Walk  
Community Development District

**Financial Report For  
January 2025**

**VERONA WALK COMMUNITY DEVELOPMENT DISTRICT  
MONTHLY FINANCIAL REPORT  
JANUARY 2025**

	Annual Budget 10/1/24 - 9/30/25	Actual Jan-25	Year To Date Actual 10/1/24 - 1/31/25
<b>REVENUES</b>			
O & M ASSESSMENTS	448,974	0	395,448
DEBT ASSESSMENTS - SERIES 2013	515,025	0	453,671
DEBT ASSESSMENTS - SERIES 2018	580,455	0	511,213
OTHER REVENUES	0	0	0
INTEREST INCOME	1,200	0	5,324
<b>TOTAL REVENUES</b>	<b>\$ 1,545,654</b>	<b>\$ -</b>	<b>\$ 1,365,656</b>
<b>EXPENDITURES</b>			
<b>MAINTENANCE EXPENDITURES</b>			
FIELD INSPECTOR	43,200	3,852	15,410
VEHICLE - INSURANCE	1,000	0	0
VEHICLE - EQUIPMENT (SMALL TOOLS)	1,545	0	0
VEHICLE - GAS & MAINTENANCE	2,750	0	10
GOLF CART STORAGE	1,500	1,800	1,800
LAKE SPRAYING (SOLITUDE-CLARK)	100,000	-11,978	5,198
LAKE WATER QUALITY TESTING (BENCHMARK)	6,000	1,181	2,297
LAKE LITTORAL & LAKE BANK PLANTINGS	0	0	0
LAKE BANK MOWING	65,650	0	0
OUTFALL PIPE & STRUCTURE INSPECTION & CLEANING	5,000	0	0
STORM PIPE & EROSION REPAIRS	48,000	0	0
DREDGING	1,000	0	0
MISCELLANEOUS MAINTENANCE	1,250	0	0
SPECIAL PROJECTS	15,000	0	0
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 291,895</b>	<b>\$ (5,145)</b>	<b>\$ 24,715</b>
<b>ADMINISTRATIVE EXPENDITURES</b>			
ENGINEERING	13,500	402	1,454
MANAGEMENT	51,276	4,273	17,092
SECRETARIAL	4,200	350	1,400
LEGAL	15,000	0	2,802
ASSESSMENT ROLL	10,000	0	0
AUDIT FEES	4,200	0	0
ARBITRAGE REBATE FEE - SERIES 2013	650	0	0
ARBITRAGE REBATE FEE - SERIES 2018	650	0	0
INSURANCE	7,500	0	7,265
LEGAL ADVERTISING	2,050	0	304
MISCELLANEOUS/CONTINGENCY	1,800	94	270
POSTAGE	700	0	170
OFFICE SUPPLIES	1,075	62	166
DUES & SUBSCRIPTIONS	175	0	175
WEBSITE MANAGEMENT	2,000	166	666
TRUSTEE FEES - SERIES 2013	4,730	0	0
TRUSTEE FEES - SERIES 2018	4,100	0	0
CONTINUING DISCLOSURE FEE - SERIES 2013	1,000	0	0
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 124,606</b>	<b>\$ 5,347</b>	<b>\$ 31,764</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 416,501</b>	<b>\$ 202</b>	<b>\$ 56,479</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 1,129,153</b>	<b>\$ (202)</b>	<b>\$ 1,309,177</b>
BOND PAYMENTS (SERIES 2013)	(476,898)	0	(426,785)
BOND PAYMENTS (SERIES 2018)	(536,921)	0	(480,917)
<b>BALANCE</b>	<b>\$ 115,334</b>	<b>\$ (202)</b>	<b>\$ 401,475</b>
ADMINISTRATIVE COSTS	(53,048)	0	(26,116)
DISCOUNTS FOR EARLY PAYMENTS	(62,286)	0	(54,503)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (202)</b>	<b>\$ 320,856</b>
CARRYOVER FROM PRIOR YEAR	0	0	0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (202)</b>	<b>\$ 320,856</b>

Bank Balance As Of 1/31/25	\$ 1,209,625.16
Accounts Payable As Of 1/31/25	\$ 94,102.21
Accounts Receivable As Of 1/31/25	\$ -
Available Funds As Of 1/31/25	\$ 1,115,522.95



**Verona Walk Community Development District**  
**Budget vs. Actual**  
**October 2024 through January 2025**

	<u>Oct - Jan 25</u>	<u>24-25 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Income</b>				
363.100 · O & M Assessment Income	395,448.35	448,974.00	-53,525.65	88.08%
363.812 · Debt Assessments (Series 2013)	453,671.00	515,565.00	-61,894.00	88.0%
363.813 · Debt Assessments (Series 2018)	511,213.10	580,455.00	-69,241.90	88.07%
363.822 · Debt Assesmnt-Pd To Trustee-13	-426,784.70	-476,898.00	50,113.30	89.49%
363.823 · Debt Assesmnt-Pd To Trustee-18	-480,916.65	-536,921.00	56,004.35	89.57%
363.830 · Assessment Fees	-26,116.60	-53,302.00	27,185.40	49.0%
363.831 · Discounts For Early Payments	-54,502.63	-62,572.00	8,069.37	87.1%
369.401 · Interest Income	5,323.40	1,200.00	4,123.40	443.62%
<b>Total Income</b>	<u>377,335.27</u>	<u>416,501.00</u>	<u>-39,165.73</u>	<u>90.6%</u>
<b>Expense</b>				
511.306 · Dredging	0.00	1,000.00	-1,000.00	0.0%
511.308 · Miscellaneous Maintenance	0.00	1,250.00	-1,250.00	0.0%
511.310 · Engineering	1,453.75	13,500.00	-12,046.25	10.77%
511.311 · Management Fees	17,092.00	51,276.00	-34,184.00	33.33%
511.312 · Secretarial Fees	1,400.00	4,200.00	-2,800.00	33.33%
511.315 · Legal Fees	2,802.00	15,000.00	-12,198.00	18.68%
511.318 · Assessment/Tax Roll	0.00	10,000.00	-10,000.00	0.0%
511.320 · Audit Fees	0.00	4,200.00	-4,200.00	0.0%
511.450 · Insurance	7,265.00	7,500.00	-235.00	96.87%
511.480 · Legal Advertisements	303.84	2,050.00	-1,746.16	14.82%
511.512 · Miscellaneous	269.98	1,800.00	-1,530.02	15.0%
511.513 · Postage and Delivery	169.81	700.00	-530.19	24.26%
511.514 · Office Supplies	165.90	1,075.00	-909.10	15.43%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.750 · Website Management	666.64	2,000.00	-1,333.36	33.33%
512.736 · Continuing Disclosure Fee 2013	0.00	1,000.00	-1,000.00	0.0%
513.330 · Arbitrage Rebate Fee-Series 13	0.00	650.00	-650.00	0.0%
513.733 · Trustee Fees - Series 2013	0.00	4,730.00	-4,730.00	0.0%
514.100 · Golf Cart Storage	1,800.00	1,500.00	300.00	120.0%
514.101 · Field Inspector	15,409.80	43,200.00	-27,790.20	35.67%
514.103 · Vehicle Insurance	0.00	1,000.00	-1,000.00	0.0%
514.104 · Vehicle Equipment (small tools)	0.00	1,545.00	-1,545.00	0.0%
514.105 · Vehicle Gas and Maintenance	10.25	2,750.00	-2,739.75	0.37%
514.106 · Lake Spraying (Solitude-Clark)	5,198.00	100,000.00	-94,802.00	5.2%
514.107 · Lake H2O Quality Tests-Benchmrk	2,297.25	6,000.00	-3,702.75	38.29%
514.109 · Outfall Pipe & Structure Insp &	0.00	5,000.00	-5,000.00	0.0%
514.110 · Storm Pipe & Erosion Repairs	0.00	48,000.00	-48,000.00	0.0%
514.111 · Lake Bank Mowing	0.00	65,650.00	-65,650.00	0.0%
514.112 · Special Projects	0.00	15,000.00	-15,000.00	0.0%
514.330 · Arbitrage Rebate Fee (2018)	0.00	650.00	-650.00	0.0%
514.733 · Trustee Fees (2018)	0.00	4,100.00	-4,100.00	0.0%
<b>Total Expense</b>	<u>56,479.22</u>	<u>416,501.00</u>	<u>-360,021.78</u>	<u>13.56%</u>
<b>Net Income</b>	<u><u>320,856.05</u></u>	<u><u>0.00</u></u>	<u><u>320,856.05</u></u>	<u><u>100.0%</u></u>

**Verona Walk Community Development District**

**Balance Sheet**

**As of January 31, 2025**

	<u>Operating Fund</u>	<u>Debt Service (13) Fund</u>	<u>Debt Service (18) Fund</u>	<u>General Fixed Assets Fund</u>	<u>Long Term Debt Fund</u>	<u>TOTAL</u>
<b>ASSETS</b>						
<b>Current Assets</b>						
Operating Bank Account	1,209,625.16	0.00	0.00	0.00	0.00	1,209,625.16
<b>Total Current Assets</b>	<b>1,209,625.16</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,209,625.16</b>
<b>Fixed Assets</b>						
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	-9,907,872.00	0.00	-9,907,872.00
<b>Total Fixed Assets</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,573,168.00</b>	<b>0.00</b>	<b>5,573,168.00</b>
<b>Other Assets</b>						
A/R Assessment Income	0.00	0.00	0.00	0.00	0.00	0.00
A/R Non Ad Valorem Receipts	0.00	37,527.10	42,287.00	0.00	0.00	79,814.10
Investments - Sinking Acct	0.00	0.00	111.60	0.00	0.00	111.60
Investments - Interest Acct	0.00	0.00	0.14	0.00	0.00	0.14
Investments - Reserve Acct	0.00	228,881.25	55,488.19	0.00	0.00	284,369.44
Investments - Revenue Acct	0.00	459,364.06	603,891.05	0.00	0.00	1,063,255.11
Investments - Prepayment Acct	0.00	6,615.81	14,726.32	0.00	0.00	21,342.13
Investments - Excess Revenue	0.00	2,333.42	0.00	0.00	0.00	2,333.42
Amount Available In DSF (2013)	0.00	0.00	0.00	0.00	734,721.64	734,721.64
Amount Available In DSF (2018)	0.00	0.00	0.00	0.00	716,504.30	716,504.30
Amount To Be Provided	0.00	0.00	0.00	0.00	8,068,774.06	8,068,774.06
<b>Total Other Assets</b>	<b>0.00</b>	<b>734,721.64</b>	<b>716,504.30</b>	<b>0.00</b>	<b>9,520,000.00</b>	<b>10,971,225.94</b>
<b>TOTAL ASSETS</b>	<b>1,209,625.16</b>	<b>734,721.64</b>	<b>716,504.30</b>	<b>5,573,168.00</b>	<b>9,520,000.00</b>	<b>17,754,019.10</b>
<b>LIABILITIES &amp; EQUITY</b>						
<b>Liabilities</b>						
<b>Current Liabilities</b>						
Accrued Expenses	0.00	0.00	0.00	0.00	0.00	0.00
Accounts Payable	94,102.21	0.00	0.00	0.00	0.00	94,102.21
<b>Total Current Liabilities</b>	<b>94,102.21</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>94,102.21</b>
<b>Long Term Liabilities</b>						
Special Assessment Debt (2013A-1)	0.00	0.00	0.00	0.00	3,800,000.00	3,800,000.00
Special Assessment Debt (2013A-2)	0.00	0.00	0.00	0.00	105,000.00	105,000.00
Special Assessment Debt (2018)	0.00	0.00	0.00	0.00	5,615,000.00	5,615,000.00
<b>Total Long Term Liabilities</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,520,000.00</b>	<b>9,520,000.00</b>
<b>Total Liabilities</b>	<b>94,102.21</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,520,000.00</b>	<b>9,614,102.21</b>
<b>Equity</b>						
Retained Earnings	794,666.90	386,594.08	322,153.04	-9,907,872.00	0.00	-8,404,457.98
Current Year Depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Net Income	320,856.05	348,127.56	394,351.26	0.00	0.00	1,063,334.87
Investment In Gen Fixed Assets	0.00	0.00	0.00	15,481,040.00	0.00	15,481,040.00
<b>Total Equity</b>	<b>1,115,522.95</b>	<b>734,721.64</b>	<b>716,504.30</b>	<b>5,573,168.00</b>	<b>0.00</b>	<b>8,139,916.89</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,209,625.16</b>	<b>734,721.64</b>	<b>716,504.30</b>	<b>5,573,168.00</b>	<b>9,520,000.00</b>	<b>17,754,019.10</b>