

**V-DANA
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
LANDOWNER ELECTION & REGULAR MEETING
NOVEMBER 16, 2022**

**V-DANA
COMMUNITY DEVELOPMENT DISTRICT AGENDA
WEDNESDAY, NOVEMBER 16, 2022 AT 12:00 P.M.
THE OFFICES OF CAMERATTA COMPANIES
LOCATED AT 21101 DESIGN PARC LN. SUITE #103, ESTERO, FL 33928**

District Board of Supervisors	Chairman Vice-Chairman Supervisor Supervisor Supervisor	Joseph Cameratta Anthony Cameratta Russell Cameratta Cheryl Smith Laura Youmans
District Manager	Meritus	Brian Lamb
District Attorney	Coleman, Yovanovich & Koester, P.A.	Greg Urbancic
District Engineer	Barraco and Associates, Inc.	Carl A. Barraco

The meeting will begin at **12:00 p.m.**

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically, no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 who can aid you in contacting the District Office.

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

November 16, 2022
Board of Supervisors
V-Dana Community Development District

Dear Board Members:

The Landowner Election & Regular Meeting of the V-Dana Community Development District will be held on **November 16, 2022 at 12:00 p.m. at the office of Cameratta Companies located at 21101 Design Parc Ln., Suite #103, Estero, FL 33928. Please let us know at least 24 hours in advance if you are planning to call into the meeting.** Following is the Agenda for the Meeting:

Call In Number: 1-866-906-9330

Access Code: 4863181

LANDOWNER’S MEETING/ELECTION

- 1. CALL TO ORDER**
- 2. APPOINTMENT OF MEETING CHAIRMAN**
- 3. ANNOUNCEMENT OF CANDIDATES/CALL FOR NOMINATIONS**
- 4. ELECTION OF SUPERVISORS**
- 5. OWNER’S REQUEST**
- 6. ADJOURNMENT**

REGULAR BOARD OF SUPERVISORS MEETING

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. ADMINISTER OATH OF OFFICES**
- 4. BUSINESS ITEMS**
 - A. Consideration of Resolution 2023-01; Canvassing & Certifying the Results of the Landowner Election.....Tab 01
 - B. Consideration of Resolution 2023-02; Redesignating Officers.....Tab 02
 - C. Consideration of Verdana Village Facilities and Maintenance Agreements – Master Association and Neighborhood Association.....Tab 03
 - D. Consideration of Resolution 2023-03; Verdana Village Phase 2C/2D Plat.....Tab 04
 - E. General Matters of the District
- 5. CONSENT AGENDA**
 - A. Consideration of Board of Supervisors Public Hearing & Meeting Minutes August 17, 2022..... Tab 05
 - B. Consideration of Operations and Maintenance Expenditures August 2022 Tab 06
 - C. Consideration of Operations and Maintenance Expenditures September 2022..... Tab 07
 - D. Review of Financial Statements Month Ending September 30, 2022 Tab 08
- 6. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 7. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 8. ADJOURNMENT**

We look forward to speaking with you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,



RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF V-DANA COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, ADDRESSING SEAT NUMBER DESIGNATIONS ON THE BOARD OF SUPERVISORS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, V-Dana Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held following the creation of a community development district for the purpose of electing supervisors of the District; and

WHEREAS, following proper publication and notice thereof, on November 16, 2022, the owners of land within the District held a meeting for the purpose of electing supervisors to the District’s Board of Supervisors (“Board”); and

WHEREAS, at the November 16, 2022 meeting, the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board, by means of this Resolution, desires to canvas the votes, declare and certify the results of the landowner’s election, and announce the Board Members, seat number designations on the Board.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF V-DANA COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown, to wit:

Seat 3	Votes: _
Seat 4	Votes: _
Seat 5	Votes: _

SECTION 3. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the respective Supervisors, they are declared to have been elected

for the following terms of office:

Seat 3	Years: <u>4</u>
Seat 4	Years: <u>4</u>
Seat 5	Years: <u>2</u>

SECTION 4. Said terms of office commenced on November 16, 2022.

SECTION 5. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. To the extent the provisions of this Resolution conflict with the provisions of any other resolution of the District, the provisions of this Resolution shall prevail.

PASSED AND ADOPTED THIS 16th DAY OF NOVEMBER 2022.

ATTEST:

**V-DANA COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS DESIGNATING THE OFFICERS OF V-DANA COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, V-Dana Community Development District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the County of Lee; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting was held for the purpose of electing supervisors of the District; and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to designate the Officers of the District per F.S. 190.006(6).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF V-DANA COMMUNITY DEVELOPMENT DISTRICT:

- 1. The following persons are elected to the offices shown, to wit:

_____	Chairman
_____	Vice-Chairman
<u>Brian Lamb</u>	Secretary
<u>Eric Davidson</u>	Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

- 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 16th DAY OF NOVEMBER, 2022.

ATTEST:

**V-DANA COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair

COMMUNITY DEVELOPMENT DISTRICT
FACILITIES OPERATION AND MAINTENANCE AGREEMENT

THIS COMMUNITY DEVELOPMENT DISTRICT FACILITIES OPERATION AND MAINTENANCE AGREEMENT (this “**Agreement**”) is entered into as of the 1st day of March, 2021, by and between **V-DANA COMMUNITY DEVELOPMENT DISTRICT**, an independent special district established pursuant to Chapter 190, Florida Statutes (the “**District**”), and **VERDANA VILLAGE MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “**Association**”).

RECITALS:

A. The District is a local unit of special-purpose government established by ordinance adopted by the Board of County Commissions of Lee County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “**Act**”), and is validly existing under the Constitution and laws of the State of Florida. The District has the authority to exercise powers to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for roads, water and wastewater facilities, stormwater management, irrigation, landscape, security, and wetland/wildlife mitigation and restoration, among other powers, including all powers necessary, convenient, incidental or proper in connection with any of the powers, duties, or purposes authorized by the Act.

B. The Association is a private not-for-profit corporation formed pursuant to Chapters 617 and 720, Florida Statutes that owns and operates certain community infrastructure and amenity facilities located within the Verdana Village community that is within the boundaries of the District. The membership of the Association is comprised solely of property owners within the District and all of the Verdana Village property owners are members of the Association pursuant to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Verdana Village originally recorded in Official Records Instrument Number 2021000064110 of the Public Records of Lee County, Florida, and as further amended and supplemented.

C. The District desires to contract with the Association to operate, maintain and repair the public improvements owned by the District set forth on **Exhibit “A”** located in those areas depicted on **Exhibit “B”** (collectively, the “**District Improvements**”).

D. The Association is responsible for operating, maintaining and repairing certain common areas either contiguous or in close proximity to the areas where the District Improvements are or will be located and the members of the Association are the direct beneficiaries of the District Improvements. Further, the Association is uniquely positioned and qualified to operate, maintain and repair the District Improvements.

E. The Association agrees to undertake the responsibility for operating, maintaining and repairing the District Improvements all on the terms and conditions set forth herein.

F. The District and the Association agree that having the Association operate, maintain and repair the District Improvements is in the best interests of the District and the property owners benefitting from the District Improvements. Specifically, having the Association operate, maintain and repair the District Improvements will provide for easier administration, potential cost savings, and anticipated efficiencies in such activities.

NOW, THEREFORE, the District and the Association agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.
2. **Finding.** The District and the Association expressly agree that having the Association operate, maintain and repair the District Improvements is in the best interests of the District and the property owners intended to benefit from the District Improvements.
3. **Operation, Maintenance and Repair.** Except as otherwise provided for herein, the Association agrees to be responsible during the term of this Agreement, at the Association's sole cost and expense, for operating, maintaining and repairing the District Improvements that may be now or in the future located on or within the Improvement Area. The District Improvements shall be kept by the Association in good, neat, attractive and proper condition and repair. All such action by the Association shall be performed in compliance with all applicable statutes, ordinances, administrative rules and regulations, permit conditions and the rules, policies, practices and procedures of the District. The Association understands and agrees that the Association shall be required to budget for, fund, and complete the maintenance and repair of the District Improvements and their component parts. The obligation for capital replacement of District Improvements shall remain with the District. During the Initial Term of this Agreement (and any Renewal Terms), the Association shall have a non-exclusive license to enter upon the property of the District to the extent reasonably necessary to carry out the Association's obligations under this Agreement. Notwithstanding the foregoing, if any property of the District is damaged a result of any activity of the Association pursuant to this Agreement, the Association shall be responsible, at the Association's sole cost and expense, to promptly repair any damaged property or landscaping to the extent necessary to restore the property to its condition prior to the damage.
4. **Access to the Community.** As part of the operation of the District Improvements pursuant to Section 3, the Association shall be responsible for operating the access points to the Verdana Village community (the "**Community**") and managing access to the Community. The Association acknowledges that the internal roadways within the Community are owned by the District and constitute public assets of the District under applicable law. The Association agrees that the operation of the access points and managing access to the Community shall be undertaken by the Association in a manner consistent with all applicable local, state and federal laws, statutes, regulations, ordinances, codes, rules and permits. In connection with the Association's operations under this Section, the Association shall develop and maintain post-orders detailing the Association's gate and guardhouse procedures relating to its operation of the access points and managing access to the Community ("**Post Orders**") for purposes including, without limitation, access by the public to the roadways as required by law, access by the public to meetings and hearings and of the District and access by the public to District Improvements to the extent necessary or required by law. The Post Orders shall be subject to the review and approval by the District.
5. **Tropical Storm, Hurricane or Other Casualty Damage.** The parties acknowledge that the Association is acting as a service provider to the District under this Agreement and this Agreement is a means to provide for the services set forth in Section 3 on a resource-efficient basis as described in the recitals. This Agreement transfers neither ownership nor ultimate legal responsibility for the District Improvements. Nor does this Agreement change the character of the District Improvements, which are public assets of the District. If mutually agreed by the District and the Association in writing, as part of the operational function of the Association, the Association agrees to maintain in full force and effect during the Initial Term (and any Renewal Term, if applicable), an "all risk" property insurance policy in an amount equal to the full insurable replacement value of any and all structural improvements comprising the District Improvements. The structural improvements include the following: irrigation pump station at the master amenity parcel, development entry roads, gates, guardhouse, monument signage, conservation areas, etc. The District shall be named as a loss payee as its interests may appear. The policy of insurance required to

be obtained by the Association shall be issued by an insurance company authorized to do business in Florida and reasonably satisfactory to the District. The Association shall from time to time, and upon the request of the District, provide the District with a certificate of insurance for such property insurance and renewal certificates upon renewal. Notwithstanding the same, the parties recognize that given the nature of certain District Improvements, including, but not limited to, roads, lakes, stormwater management facilities and landscaping, said certain District Improvements generally cannot be insured through the Association's usual insurance program, but are subject to being damaged or destroyed in a tropical storm, hurricane or other casualty event. In the event the District Improvements are damaged as a result of a tropical storm, hurricane or other casualty event, it shall be the District's obligation, at the District's cost and expense, for post-tropical storm, hurricane or other casualty event clean-up of the District Improvements and for the repair or replacement of the District Improvements in a manner, and to the extent, deemed appropriate by the District. The District may, in its discretion, engage the Association by separate written agreement as a vendor or service provider subsequent to any a tropical storm, hurricane or other casualty event for the clean-up of the District Improvements or the repair/replacement of District Improvements.

6. **Representative.** 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 the 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 Association's services. The District initially designates the District's Manager or his/her authorized designee to act as the District's representative. The Association agrees to meet with the District's representative, as designated by the District Manager, as is reasonably necessary to evaluate the District Improvements and discuss conditions, schedules, and items of concern regarding this Agreement.

7. **Annual Budget Updates.** Annually, the Association shall submit in writing to the District the Association's proposed operating budget (or portions thereof) in sufficient detail to illustrate the Association's estimated expenditures for the operation, maintenance and repair of the District Improvements for the next fiscal year of the Association pursuant to this Agreement. The District shall respond in writing within sixty (60) days to the Association that it has reviewed the budget (or applicable portion thereof) and that either (i) the District has no objection to the proposed budget or (ii) the District recommends specific, reasonable changes to the proposed budget, which the Association shall review and either agree to incorporate into the budget or propose its own reasonable changes. The budget must be reasonably and mutually satisfactory to both parties. In the event that an agreed budget is not established prior to December 31, the Association shall use the prior year's budget until an agreement between the parties is reached.

8. **Modifications to the District Improvements.** The Association shall have the right to modify or enhance the District Improvements consistent with the terms of this Agreement; provided, however, that the Association may not make any material modification to the District Improvements (including, without limitation, removal or replacement) without the prior written consent of the District, which consent may be withheld in the District's sole and exclusive discretion. For clarity, any modifications or enhancements to District Improvements shall become property of the District.

9. **Inspections by the Association.** The Association shall perform regular on-site inspections of the District Improvements to determine their condition, confirm proper operation and perform the maintenance and repair of such District Improvements as outlined in this Agreement. Based upon such inspections, the Association shall perform such additional maintenance and repair of the District Improvements as necessary consistent with the obligations set forth under Section 3. The Association shall make a representative available to provide reporting on the District Improvements at a regular meeting of the Board of Supervisors upon request of the District Manager.

10. **Term.** The initial term of this Agreement will commence on March 1, 2021 (“**Commencement Date**”) and will run through September 30, 2023 (“**Initial Term**”), unless terminated prior to that time by either party pursuant to a provision of this Agreement. After the Initial Term, this Agreement will automatically renew for additional one (1) year periods (October 1st through September 30th of the next year) (each, a “**Renewal Term**”) unless terminated by either party as provided for herein. The District may terminate this Agreement for any or no reason upon ninety (90) days’ written notice to the Association. The Association may terminate this Agreement September 30th of a calendar year provided the Association provides the District written notice of termination no later than March 31st of that year. If written notice of termination is provided by the Association after March 31st, then the effective date of termination will be September 30th of the following calendar year.

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

12. **Liens and Claims.** The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association 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 or notices in respect to such liens and claims, which arise by reason of the Association’s performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

13. **Insurance.** In addition to the property insurance required in Section 5, the Association shall procure, at the Association’s expense, and maintain at all times during the term of this Agreement, comprehensive general liability insurance, worker’s compensation insurance, automobile liability insurance, and such other coverage as may be necessary or desirable to carry out its duties under this Agreement regarding the District Improvements in the Improvement Area. The Association shall carry the following minimum levels of insurance:

a. Commercial general liability including contractual liability insurance coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence, and \$2,000,000 general aggregate.

b. Worker’s compensation insurance coverage insurance shall be in full compliance with Florida statutory requirements.

c. 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 Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, and its officers and supervisors, shall be named as an additional insured on all policies required (excluding worker’s compensation). The general liability policy shall provide the District with thirty (30) days’ prior written notice of non-renewal or ten (10) days’ prior written notice for nonpayment of premium. An acceptable certificate of insurance will be provided to the District annually evidencing compliance with the foregoing insurance requirements. Insurance coverage shall be from one or more reputable insurance

carriers that are licensed to conduct business in the State of Florida, which carriers shall be reasonably acceptable to the District.

The Association further agrees to require by written contract any contractor or subcontractors hired or engaged by the Association to perform all or part of the Association's services 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 on Exhibit "C" attached hereto and made a part hereof unless such insurance requirements for the contractor or subcontractor are expressly modified or waived in writing by the District.

14. **Indemnification.** Except to the extent of negligence or intentional misconduct of the District, the Association agrees to indemnify, defend and hold harmless the District and its Board members, officers, agents, staff and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, representatives, contractors, or subcontractors relating to the obligations assumed by the Association hereunder. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, fines, penalties, attorneys' fees, and paralegal fees (incurred in court, out of court, mediation, on appeal, or in bankruptcy proceedings) as ordered.

15. **Payment/Funding.** The District shall pay Association the sum of Ten Dollars (\$10.00) per year for the provision of operation, maintenance and repair services pursuant to the terms of this Agreement. The Association shall not be entitled, for any reason, to reimbursement or refund from the District of any funds expended in the performance of the Association's obligations and responsibilities under this Agreement. To the extent of the Association's funding obligations under this Agreement, the Association shall be responsible for staffing, budgeting, financing, billing and collection of fees, service charges, etc., necessary to perform the operation and maintenance responsibilities set forth in this Agreement. The Association shall assess and collect from the membership of the Association for the operation, maintenance and repair costs it is providing hereunder. The Association shall maintain any records for the District Improvements from its other Association records and have them available for inspection by the District upon request. At the termination of this Agreement for any reason, the Association shall, within thirty (30) days following the termination date, remit and deliver to the District copies of all records and documents relating to and associated with the performance of the Association under this Agreement.

16. **Amendments.** This Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto.

17. **Assignment.** This Agreement may not be assigned by the Association or the District without the prior written specific consent of the other party, which consent may be withheld in that party's sole and absolute discretion; provided, however, that the Association may contract with third party contractors to perform the work under this Agreement without the consent of the District.

18. **Notices.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other parties pursuant to this Agreement will be effective and valid only if in writing, signed by the party giving notice and either (i) delivered personally to the other parties; (ii) sent by commercial courier or delivery service; (iii) email, addressed to the other parties at the addresses set forth below (or to such other place as any party may by notice to the others specify). Notice will be considered given when received, except that if delivery is not accepted, notice will be considered given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, will be considered received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period will be

extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government will not be regarded as business days. Counsel may deliver notice on behalf of the party represented. Initial addresses for the Parties include:

If to District: V-Dana Community Development District
Attn: Brian Lamb, District Manager
Meritus Corp.
2005 Pan Am Circle, Suite 300
Tampa, FL 33607
Brian.Lamb@Inframark.com

With a copy to:

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

If to Association: Verdana Village Master Association, Inc.
Attn: Raymond Blacksmith, President
21101 Design Parc Lane
Estero, FL 33928
RBlacksmith@camerattacompanies.com

The addressees and addresses for the purpose of this Section may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes.

19. **Governing Law.** This Agreement is made and shall be governed and construed by the laws of the State of Florida. Any litigation arising out of this Agreement shall be in the State court of appropriate jurisdiction in Lee County, Florida.

20. **Prevailing Party.** In any action or proceeding arising between the parties relating to the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expenses, and all court costs, including fees and costs incurred through any appeal, from the non-prevailing party.

21. **Public Records Law.** In connection with its services to the District, the Association agrees to fully comply with the provisions of Section 119.0701, Florida Statutes pertaining to Florida's Public Records Law. Said compliance will include the Association taking appropriate and necessary steps to comply with the provisions of Section 119.0701(2)(b), Florida Statutes including, without limitation, the following:

- a. The Association shall keep and maintain public records required by the District to perform the services hereunder.
- b. Upon a request for public records received by the District, the Association shall provide the District with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law.

- c. The Association shall ensure that public records that 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 completion of this Agreement if the Association does not transfer the records to the District.
- d. Upon completion of this Agreement, the Association shall transfer, at no cost, to the District all public records in possession of the Association or keep and maintain public records required by the District to perform the service. If the Association transfers all public records to the District upon completion of this Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Association keeps and maintains public records upon completion of this Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically by the Association must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Failure of the Association to comply with Section 119.0701, Florida Statutes may subject the Association to penalties under Section 119.10, Florida Statutes. Further, in the event the Association fails to comply with this Section or Section 119.0701, Florida Statutes, the 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 ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT MERITUS CORP. C/O BRIAN LAMB; TELEPHONE: (813) 873-7300; EMAIL: BRIAN.LAMB@INFRAMARK.COM, AND MAILING ADDRESS: 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FL 33607.

22. **E-Verify.** The Association shall comply with all applicable requirements of Section 448.095, Florida Statutes. Association 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 Association 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 Association with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Association 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)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

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

Notwithstanding anything else in this Agreement to the contrary, the District may immediately terminate this Agreement for cause if there is a good faith belief that the Association 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 the District.

By entering into this Agreement, the Association represents that no public employer has terminated a contract with the Association under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. The District has materially relied on this representation in entering into this Agreement with the Association.

23. **Counterparts.** This Agreement may be executed in several counterparts or by separate instruments, and all of such counterparts and instruments shall constitute one agreement, binding on all of the parties hereto.

24. **Electronic Signatures.** An electronic signature will be considered an original signature on this Agreement and any related documents or subparts and will have the same force and effect as a written signature unless prohibited by Florida law. Electronic signatures include, but are not limited to, facsimiles, electronic signatures, portable document format (PDF), and any other electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a party with the intent to sign the Agreement or any other document related to this Agreement.

25. **Sovereign Immunity.** The Association agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and/or other applicable law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

26. **Severability.** In the event any provision of this Agreement is deemed to be unenforceable under applicable law, the remainder of this Agreement shall continue to be enforceable and said provision shall be automatically modified and/or limited so that it is enforceable.

27. **Authorization.** Both parties have the requisite approvals and authority to execute and bind the parties.

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

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

DISTRICT:

**V-DANA COMMUNITY
DEVELOPMENT DISTRICT,**
a community development district

ATTEST:

Brian Lamb, Secretary

By: _____
Joseph Cameratta, Chairman

ASSOCIATION:

**VERDANA VILLAGE MASTER
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

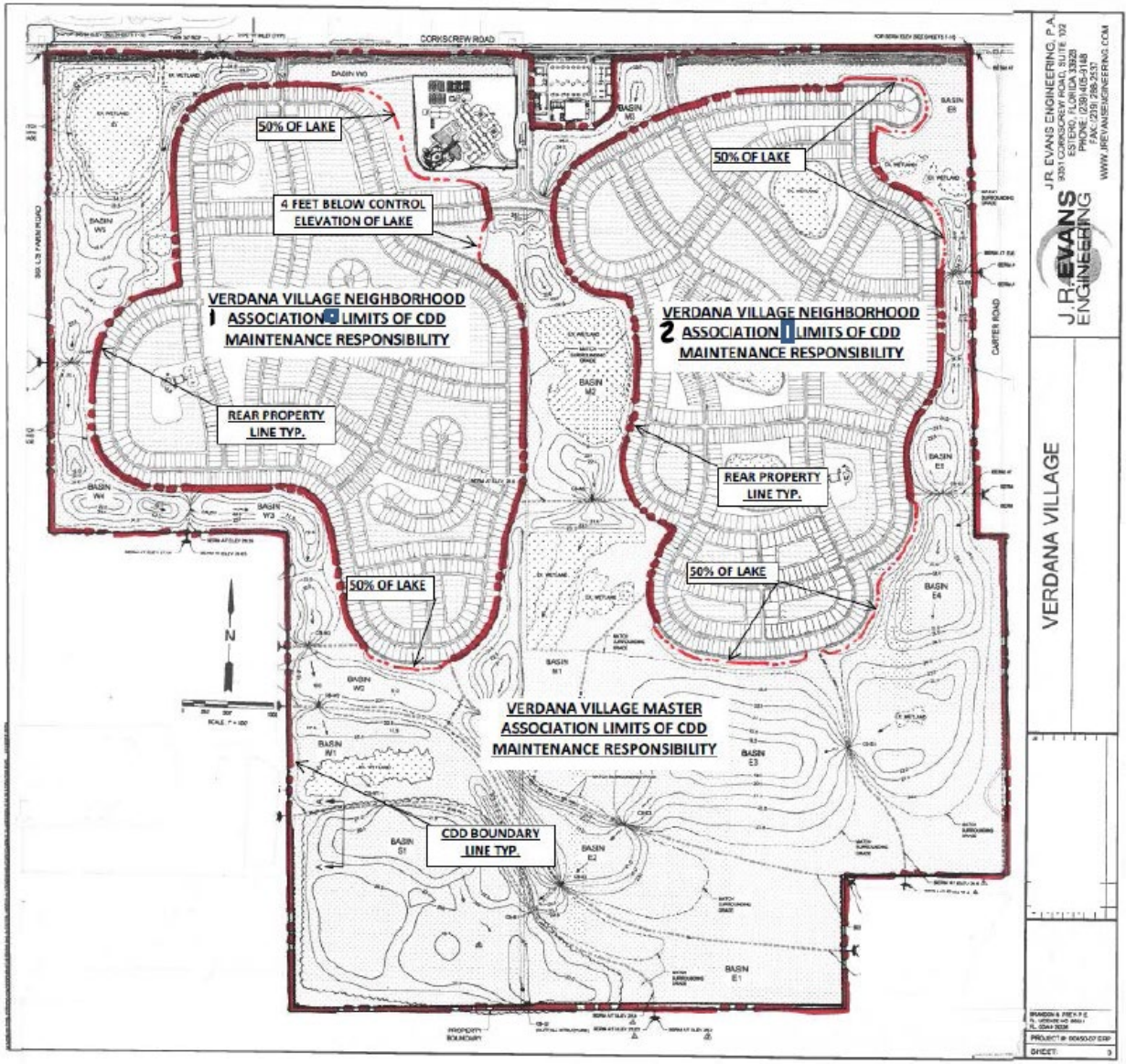
By: _____
Raymond Blacksmith, President

EXHIBIT “A”
District Improvements

1. All project development road curbing and asphalt pavement.
2. All project development storm water management sewers, and structures within land or easements dedicated to the District.
3. All project lakes, shorelines, aerators, and littorals.
4. All project development irrigation within land or easements dedicated to the District including the following components:
 - a. Irrigation pump stations
 - b. Mainlines
 - c. Valves
 - d. Sprinkler heads, rotors, whips, drip lines
 - e. Zone wire, zone boxes.

(Note: all of the foregoing, but specifically excluding irrigation systems located on individual lots, which are not the property of the District.)
5. Landscaping on all sanitary lift station/pump station tracts or parcels.
6. Landscaping within lands dedicated to the District, but excluding tree lawns within the District’s roadways located directly in front of residential houses, which are lot owner responsibility.
7. All roadway cul-de-sac island landscaping.
8. All sidewalks within District roadways, but excluding any sidewalk located directly in front of or adjacent to residential houses, which are lot owner responsibility.
9. Conservation/Restoration/Flowway Tracts including the following components
 - a. Maintenance/enhancement/replacement of trees, shrubs, plants, and other permitted ground cover including the following:
 - b. Concrete water control weirs.
 - c. Storm water management berms.
 - d. Exotic vegetation removal.
 - e. Maintenance of wildlife control fencing.
 - f. Rip rap and other berm stabilization methods.
10. Project monument signage.
11. Project guardhouse including entry entrance/exit gates.
12. All roadway traffic and street signage and striping.

EXHIBIT "B"
MAP OF DISTRICT IMPROVEMENTS



J.R. EVANS ENGINEERING, P.A.
 2851 COMMERCE PARKWAY, SUITE 102
 ESTERO, FLORIDA 33428
 PHONE: (239) 465-3148
 FAX: (239) 465-3149
 WWW.JREVAENGINEERING.COM



VERDANA VILLAGE

DESIGNED & PREPARED BY
 J.R. EVANS ENGINEERING, P.A.
 PROJECT NO. 18050-07 CDD
 SHEET: 3

EXHIBIT “C”

Insurance Requirements for the Association’s Contractors, Subcontractors and Material Suppliers

Before the earlier of the commencement of the applicable work, entering the project site, or five (5) days after executing the applicable contract, the contractor, subcontractor and/or material supplier (referred to herein in this Exhibit generally as “**Contractor**”) shall secure, pay for, and maintain in a company or companies acceptable to the Association, carrying at least an A+/XII rating by A.M. Best Company, and lawfully authorized to do business in the State of Florida, such insurance as will protect the Association and the V-Dana Community Development District (the “**District**”) from claims set forth below that may arise out of or result from the Contractor’s work under the applicable contract and for which the Contractor may be legally or contractually liable, whether such is performed by the Contractor or by its subcontractors and/or material suppliers, or by anyone, directly or indirectly, employed by any of them, or by anyone for whose acts any of them may be legally or contractually liable:

1. claims under worker’s compensation, disability benefit, and other similar employee benefit acts that are applicable to the Work to be performed by the Contractor;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor’s employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;
4. claims for damages insured by personal injury liability coverage;
5. claims for damages, other than damage to Contractor’s work because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. claims for bodily injury or property damage arising out of completed operations;
8. claims involving contractual liability insurance applicable to the Contractor’s obligations under the applicable contract;
9. claims that may arise out of or result from explosion, collapse, or underground (XCU) operation; and
10. depending upon the project and scope of services provided, coverage may be required for claims from damages arising out of the rendering or failure to render professional services.

The insurance shall be written on an occurrence basis for not less than limits of liability specified below or required by law, whichever coverage is greater. Coverages shall be maintained without interruption from date of start of the work by the Contractor until the final payment is made to the Contractor, except that any commercial general liability, excess liability, pollution liability, and professional liability insurance shall be maintained continuously until the later of the period of the statute of limitations or statute of repose.

Evidence of the insurance required by these terms shall also be provided after final payment for the work before Contractor enters the project or is performing work for the project. Any insurance required of the Contractor shall protect the the Association and the District from claims that may arise for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor of any tier, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance limits and types required in this Exhibit are minimum requirements (and are subject to any broader terms required by the Association) and are denominated in U.S. Dollars.

The Association reserves the right to consider any insurance not in compliance with these terms as a material breach of contract. Any aggregate limits of insurance required must be reinstated if they are eroded at any time during the period within which the insurance is required to be provided herein, such reinstatement costs shall not be a reimbursable cost. The Association reserves the right to require additional insurance types and coverage limits in addition to what is required herein. Contractor shall require its subcontractors of all tiers to meet the same insurance requirements as are required of it in these terms. However, unless determined otherwise by the Association, or specifically designated otherwise herein, these obligations do not pertain to the limits of liability required to be provided by the Contractor. All insurance required of the Contractor shall be applicable to the extent permitted by law.

It is solely the Contractor's obligation to ensure that it provides the appropriate insurances required in the jurisdiction(s) in which the work is being performed, and that it has included all relevant costs. Contractor waives any and all rights it has against the Association for premiums, claims, penalties, or other costs incurred as a result of Contractor's failure to provide insurance required by law.

Contractor shall purchase and maintain, at Contractor's sole expense, Commercial General Liability Insurance for the term of the contract (and for any period beyond the term of the contract as specified in the contract). Contractor shall require each of its subcontractors and material suppliers to purchase and maintain, at Contractor's sole expense, Commercial General Liability Insurance for the term of the applicable contract (and for any period beyond the term of the applicable contract as specified in the contract or the contract between the Association and Contractor).

Contractor shall evidence its compliance with the insurance obligations in the contract through the issuance of certificates of insurance to the Association. The description of operations section of these certificates of insurance shall state the additional insured and waiver of subrogation coverage being provided. All certificates provided to the Association shall include the project name and number. In addition, all Commercial General Liability certificates shall include as an attachment a hard copy of any compliant documentation that evidences the additional insured endorsement coverage required below. The Association's acceptance of any certificate of insurance or coverage provision in no way waives Contractor's right to later assert that Contractor did not provide insurance in conformance with the contract. If Contractor fails to comply with its insurance obligations under the contract, the Association may withhold monthly progress payments. In the event Contractor does not obtain the insurances required by the contract, then the Association may obtain such insurances for Contractor and pay the premiums thereon. Contractor shall repay the Association on demand for any such premium costs incurred by the Association to secure coverage on Contractor's behalf, or the Association may deduct the amount of such premiums from any sums that are due, or may become due, to Contractor. The Association has no obligation to obtain such insurance for Contractor, and the Association's failure to do so shall in no way relieve Contractor of its obligations. Upon request, Contractor shall provide the Association with any certificates of insurance, coverage provision or certified copy of any insurance policy applicable to coverage required of Contractor in the contract. Contractor shall endorse its policies to provide a minimum of thirty (30) days cancellation notice to the Association. Not less than two weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor shall supply the Association with a new and replacement Certificate of Insurance and Additional Insured Endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the Association and the District as set forth above. Evidence of insurance required shall also be provided any time after the work is completed but Contractor has re-entered the project site.

All certificates of insurance must be sent from Contractor's insurance carrier in the name of the Association located at 21101 Design Parc Lane, #103, Estero, FL 33928, also naming the District, as the additional insured. Both names must appear as additional insureds and Contractor must provide the Additional Insured Endorsement for Ongoing Work and Completed Operations.

The minimum Commercial General Liability Insurance Requirements:

- A. Commercial General Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis written on the occurrence form, on a per project basis including:
 - Premises operations (including X, C & U).

- Ongoing Work and Completed Operations to be maintained through the statute of limitations.
 - Contractual, including, but not limited to, the Contractor’s indemnification obligation under the contract.
 - Personal injury.
 - Minimum Limits:
 - \$1,000,000.00 Each Occurrence Bodily Injury and Property Damage
 - \$2,000,000.00 General Aggregate on a Per Project Basis
 - \$1,000,000.00 Personal Injury and Advertising Injury Liability
 - \$2,000,000.00 Products and Completed Operations Aggregate
 - \$500,000.00 Fire legal Liability
 - \$5,000.00 Medical
 - The policy shall contain an endorsement indicating the Association and the District are “additional insureds” under the Contractor’s Commercial General Liability coverage, and the coverage available to them under the policy is primary and non-contributory over any other coverage available to the additional insured. The additional insured form shall include Ongoing Work and Completed Operations to be maintained through the statute of limitations.
 - The maximum deductible shall be \$5,000.00 per occurrence.
 - Contractor’s General Liability needs to include a Waiver of Subrogation in favor of the Association and the District.
- B. Worker’s Compensation: Statutory
- Employer’s Liability: \$500,000 per accident, minimum limits
 - Workers Compensation needs to include a Waiver of Subrogation in favor of the Association and the District.
- C. Business Automobile Policy:
- Minimum Limits: \$1,000,000.00 Combined single limit bodily injury and property damage per project
 - Coverage shall include all automobiles owned, leased, hired, borrowed or non-owned.
 - The policy shall contain an endorsement indicating the Association and the District are “additional insureds” under the Contractor’s Business Automobile Policy, and the coverage available to them under the policy is primary and non-contributory over any other coverage available to the additional insured.
 - The maximum deductible shall be \$10,000.00.
 - Contractor’s Automobile Liability needs to include a Waiver of Subrogation in favor of the Association and the District.

D. Umbrella Excess Liability:

- Minimum Limits: \$2,000,000.00 per project and following the form the primary insurance required by the contract
- The policy shall contain an endorsement indicating the Association and the District are “additional insureds” under the Contractor’s Umbrella and/or Excess Liability policy, and the coverage available to them under the policy is primary and non-contributory over any other coverage available to additional insured.

E. Professional Liability:

Contractor shall provide professional liability insurance with minimum limits of \$2,000,000 per claim \$2,000,000 per aggregate if the Work (including the scope of any of its subcontractors or subconsultants) includes fire alarm design, mechanical work, plumbing work, fire sprinkler work, or any professional service. Contractor must maintain policies written on a claims-made basis for a minimum of two (2) years after substantial completion of the project and have a retroactive date prior to the effective date of the contract.

F. Pollution Liability:

Contractor shall provide pollution liability insurance with minimum limits of \$2,000,000 per claim \$2,000,000 per aggregate if the work includes excavation, remediation, transporting, or disposing of hazardous materials or any other pollution services. The Association and the District as designated by the Association and the District shall be named as additional insureds.

G. General Conditions:

The use of self-insurance is not permitted. Compliance by Contractor and its subcontractors and material suppliers of their respective insurance coverage requirements hereunder shall not relieve the Contractor or any of its subcontractors or material suppliers of liability under any indemnity or other provision set forth in the contract.

H. A completed W-9 Form.

- Policies shall not contain any restrictions or exclusions relating to planned unit developments or residential construction.
- The policies provided by the Contractor shall provide that any obligation imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of the Contractor and not of any other insured.
- The Contractor shall require each insurer under each policy provided by the Contractor to waive all rights of subrogation against the Association and the District, any right of set-off or counterclaim, and any other right to deduction, whether by attachment or otherwise.
- Prior to commencing construction of the Work, the Contractor shall furnish the Association and the District with a valid certificate of insurance confirming the insurance coverage and stating that no reduction in, cancellation, or expiration of the policy will be made without thirty (30) days’ written notice by the insurance company to the Association and the District (and any other additional insured).

COMMUNITY DEVELOPMENT DISTRICT
FACILITIES OPERATION AND MAINTENANCE AGREEMENT

THIS COMMUNITY DEVELOPMENT DISTRICT FACILITIES OPERATION AND MAINTENANCE AGREEMENT (this “**Agreement**”) is entered into as of the 1st day of March, 2021, by and between **V-DANA COMMUNITY DEVELOPMENT DISTRICT**, an independent special district established pursuant to Chapter 190, Florida Statutes (the “**District**”), and **VERDANA VILLAGE NEIGHBORHOOD 1 ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “**Association**”).

RECITALS:

A. The District is a local unit of special-purpose government established by ordinance adopted by the Board of County Commissions of Lee County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “**Act**”), and is validly existing under the Constitution and laws of the State of Florida. The District has the authority to exercise powers to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for roads, water and wastewater facilities, stormwater management, irrigation, landscape, security, and wetland/wildlife mitigation and restoration, among other powers, including all powers necessary, convenient, incidental or proper in connection with any of the powers, duties, or purposes authorized by the Act.

B. The Association is a private not-for-profit corporation formed pursuant to Chapters 617 and 720, Florida Statutes that owns and operates certain community infrastructure and amenity facilities located within the Verdana Village community that is within the boundaries of the District. The membership of the Association is comprised solely of property owners within the District and certain Verdana Village property owners are members of the Association pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements for Verdana Village Neighborhood 1 originally recorded in Official Records Instrument Number 2021000064127 of the Public Records of Lee County, Florida, and as further amended and supplemented.

C. The District desires to contract with the Association to operate, maintain and repair the public improvements owned by the District set forth on **Exhibit “A”** located in those areas depicted on **Exhibit “B”** (collectively, the “**District Improvements**”).

D. The Association is responsible for operating, maintaining and repairing certain common areas either contiguous or in close proximity to the areas where the District Improvements are or will be located and the members of the Association are the direct beneficiaries of the District Improvements. Further, the Association is uniquely positioned and qualified to operate, maintain and repair the District Improvements.

E. The Association agrees to undertake the responsibility for operating, maintaining and repairing the District Improvements all on the terms and conditions set forth herein.

F. The District and the Association agree that having the Association operate, maintain and repair the District Improvements is in the best interests of the District and the property owners benefitting from the District Improvements. Specifically, having the Association operate, maintain and repair the District Improvements will provide for easier administration, potential cost savings, and anticipated efficiencies in such activities.

NOW, THEREFORE, the District and the Association agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.
2. **Finding.** The District and the Association expressly agree that having the Association operate, maintain and repair the District Improvements is in the best interests of the District and the property owners intended to benefit from the District Improvements.
3. **Operation, Maintenance and Repair.** Except as otherwise provided for herein, the Association agrees to be responsible during the term of this Agreement, at the Association's sole cost and expense, for operating, maintaining and repairing the District Improvements that may be now or in the future located on or within the Improvement Area. The District Improvements shall be kept by the Association in good, neat, attractive and proper condition and repair. All such action by the Association shall be performed in compliance with all applicable statutes, ordinances, administrative rules and regulations, permit conditions and the rules, policies, practices and procedures of the District. The Association understands and agrees that the Association shall be required to budget for, fund, and complete the maintenance and repair of the District Improvements and their component parts. The obligation for capital replacement of District Improvements shall remain with the District. During the Initial Term of this Agreement (and any Renewal Terms), the Association shall have a non-exclusive license to enter upon the property of the District to the extent reasonably necessary to carry out the Association's obligations under this Agreement. Notwithstanding the foregoing, if any property of the District is damaged a result of any activity of the Association pursuant to this Agreement, the Association shall be responsible, at the Association's sole cost and expense, to promptly repair any damaged property or landscaping to the extent necessary to restore the property to its condition prior to the damage.
4. **Tropical Storm, Hurricane or Other Casualty Damage.** The parties acknowledge that the Association is acting as a service provider to the District under this Agreement and this Agreement is a means to provide for the services set forth in Section 3 on a resource-efficient basis as described in the recitals. This Agreement transfers neither ownership nor ultimate legal responsibility for the District Improvements. Nor does this Agreement change the character of the District Improvements, which are public assets of the District. If mutually agreed by the District and the Association in writing, as part of the operational function of the Association, the Association agrees to maintain in full force and effect during the Initial Term (and any Renewal Term, if applicable), an "all risk" property insurance policy in an amount equal to the full insurable replacement value of any and all structural improvements comprising the District Improvements. The structural improvements include the following: irrigation pump station at the neighborhood amenity parcel, neighborhood roads, etc. The District shall be named as a loss payee as its interests may appear. The policy of insurance required to be obtained by the Association shall be issued by an insurance company authorized to do business in Florida and reasonably satisfactory to the District. The Association shall from time to time, and upon the request of the District, provide the District with a certificate of insurance for such property insurance and renewal certificates upon renewal. Notwithstanding the same, the parties recognize that given the nature of certain District Improvements, including, but not limited to, roads, lakes, stormwater management facilities and landscaping, said certain District Improvements generally cannot be insured through the Association's usual insurance program, but are subject to being damaged or destroyed in a tropical storm, hurricane or other casualty event. In the event the District Improvements are damaged as a result of a tropical storm, hurricane or other casualty event, it shall be the District's obligation, at the District's cost and expense, for post-tropical storm, hurricane or other casualty event clean-up of the District Improvements and for the repair or replacement of the District Improvements in a manner, and to the extent, deemed appropriate by the District. The District may, in its discretion, engage the Association by separate written agreement as a vendor or service provider subsequent to any a tropical storm, hurricane or other casualty event for the clean-up of the District Improvements or the repair/replacement of District Improvements.

5. **Representative.** 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 the 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 Association's services. The District initially designates the District's Manager or his/her authorized designee to act as the District's representative. The Association agrees to meet with the District's representative, as designated by the District Manager, as is reasonably necessary to evaluate the District Improvements and discuss conditions, schedules, and items of concern regarding this Agreement.

6. **Annual Budget Updates.** Annually, the Association shall submit in writing to the District the Association's proposed operating budget (or portions thereof) in sufficient detail to illustrate the Association's estimated expenditures for the operation, maintenance and repair of the District Improvements for the next fiscal year of the Association pursuant to this Agreement. The District shall respond in writing within sixty (60) days to the Association that it has reviewed the budget (or applicable portion thereof) and that either (i) the District has no objection to the proposed budget or (ii) the District recommends specific, reasonable changes to the proposed budget, which the Association shall review and either agree to incorporate into the budget or propose its own reasonable changes. The budget must be reasonably and mutually satisfactory to both parties. In the event that an agreed budget is not established prior to December 31, the Association shall use the prior year's budget until an agreement between the parties is reached.

7. **Modifications to the District Improvements.** The Association shall have the right to modify or enhance the District Improvements consistent with the terms of this Agreement; provided, however, that the Association may not make any material modification to the District Improvements (including, without limitation, removal or replacement) without the prior written consent of the District, which consent may be withheld in the District's sole and exclusive discretion. For clarity, any modifications or enhancements to District Improvements shall become property of the District.

8. **Inspections by the Association.** The Association shall perform regular on-site inspections of the District Improvements to determine their condition, confirm proper operation and perform the maintenance and repair of such District Improvements as outlined in this Agreement. Based upon such inspections, the Association shall perform such additional maintenance and repair of the District Improvements as necessary consistent with the obligations set forth under Section 3. The Association shall make a representative available to provide reporting on the District Improvements at a regular meeting of the Board of Supervisors upon request of the District Manager.

9. **Term.** The initial term of this Agreement will commence on March 1, 2021 ("**Commencement Date**") and will run through September 30, 2023 ("**Initial Term**"), unless terminated prior to that time by either party pursuant to a provision of this Agreement. After the Initial Term, this Agreement will automatically renew for additional one (1) year periods (October 1st through September 30th of the next year) (each, a "**Renewal Term**") unless terminated by either party as provided for herein. The District may terminate this Agreement for any or no reason upon ninety (90) days' written notice to the Association. The Association may terminate this Agreement September 30th of a calendar year provided the Association provides the District written notice of termination no later than March 31st of that year. If written notice of termination is provided by the Association after March 31st, then the effective date of termination will be September 30th of the following calendar year.

10. **Independent Contractor.** In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment

or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

11. **Liens and Claims.** The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association 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 or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

12. **Insurance.** In addition to the property insurance required in Section 4, the Association shall procure, at the Association's expense, and maintain at all times during the term of this Agreement, comprehensive general liability insurance, worker's compensation insurance, automobile liability insurance, and such other coverage as may be necessary or desirable to carry out its duties under this Agreement regarding the District Improvements in the Improvement Area. The Association shall carry the following minimum levels of insurance:

a. Commercial general liability including contractual liability insurance coverage of \$1,000,000 combined single limit bodily injury and property damage per occurrence, and \$2,000,000 general aggregate.

b. Worker's compensation insurance coverage insurance shall be in full compliance with Florida statutory requirements.

c. 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 Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, and its officers and supervisors, shall be named as an additional insured on all policies required (excluding worker's compensation). The general liability policy shall provide the District with thirty (30) days' prior written notice of non-renewal or ten (10) days prior written notice for nonpayment of premium. An acceptable certificate of insurance will be provided to the District annually evidencing compliance with the foregoing insurance requirements. Insurance coverage shall be from one or more reputable insurance carriers that are licensed to conduct business in the State of Florida, which carriers shall be reasonably acceptable to the District.

The Association further agrees to require by written contract any contractor or subcontractors hired or engaged by the Association to perform all or part of the Association's services 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 on **Exhibit "C"** attached hereto and made a part hereof unless such insurance requirements for the contractor or subcontractor are expressly modified or waived in writing by the District.

13. **Indemnification.** Except to the extent of negligence or intentional misconduct of the District, the Association agrees to indemnify, defend and hold harmless the District and its Board members, officers, agents, staff and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, representatives,

contractors, or subcontractors relating to the obligations assumed by the Association hereunder. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, fines, penalties, attorneys' fees, and paralegal fees (incurred in court, out of court, mediation, on appeal, or in bankruptcy proceedings) as ordered.

14. **Payment/Funding.** The District shall pay Association the sum of Ten Dollars (\$10.00) per year for the provision of operation, maintenance and repair services pursuant to the terms of this Agreement. The Association shall not be entitled, for any reason, to reimbursement or refund from the District of any funds expended in the performance of the Association's obligations and responsibilities under this Agreement. To the extent of the Association's funding obligations under this Agreement, the Association shall be responsible for staffing, budgeting, financing, billing and collection of fees, service charges, etc., necessary to perform the operation and maintenance responsibilities set forth in this Agreement. The Association shall assess and collect from the membership of the Association for the operation, maintenance and repair costs it is providing hereunder. The Association shall maintain any records for the District Improvements from its other Association records and have them available for inspection by the District upon request. At the termination of this Agreement for any reason, the Association shall, within thirty (30) days following the termination date, remit and deliver to the District copies of all records and documents relating to and associated with the performance of the Association under this Agreement.

15. **Amendments.** This Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto.

16. **Assignment.** This Agreement may not be assigned by the Association or the District without the prior written specific consent of the other party, which consent may be withheld in that party's sole and absolute discretion; provided, however, that the Association may contract with third party contractors to perform the work under this Agreement without the consent of the District.

17. **Notices.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other parties pursuant to this Agreement will be effective and valid only if in writing, signed by the party giving notice and either (i) delivered personally to the other parties; (ii) sent by commercial courier or delivery service; (iii) email, addressed to the other parties at the addresses set forth below (or to such other place as any party may by notice to the others specify). Notice will be considered given when received, except that if delivery is not accepted, notice will be considered given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, will be considered received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period will be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government will not be regarded as business days. Counsel may deliver notice on behalf of the party represented. Initial addresses for the Parties include:

If to District:

V-Dana Community Development District
Attn: Brian Lamb, District Manager
Meritus Corp.
2005 Pan Am Circle, Suite 300
Tampa, FL 33607
Brian.Lamb@Inframark.com

With a copy to:

Coleman, Yovanovich & Koester, P.A.

Attn: Gregory L. Urbancic, Esq.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
gurbancic@cyklawfirm.com

If to Association:

Verdana Village Neighborhood 1 Association, Inc.
Attn: Raymond Blacksmith, President
21101 Design Parc Lane
Estero, FL 33928
RBlacksmith@camerattacompanies.com

The addressees and addresses for the purpose of this Section may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes.

18. **Governing Law.** This Agreement is made and shall be governed and construed by the laws of the State of Florida. Any litigation arising out of this Agreement shall be in the State court of appropriate jurisdiction in Lee County, Florida.

19. **Prevailing Party.** In any action or proceeding arising between the parties relating to the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expenses, and all court costs, including fees and costs incurred through any appeal, from the non-prevailing party.

20. **Public Records Law.** In connection with its services to the District, the Association agrees to fully comply with the provisions of Section 119.0701, Florida Statutes pertaining to Florida's Public Records Law. Said compliance will include the Association taking appropriate and necessary steps to comply with the provisions of Section 119.0701(2)(b), Florida Statutes including, without limitation, the following:

- a. The Association shall keep and maintain public records required by the District to perform the services hereunder.
- b. Upon a request for public records received by the District, the Association shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law.
- c. The Association shall ensure that public records that 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 completion of this Agreement if the Association does not transfer the records to the District.
- d. Upon completion of this Agreement, the Association shall transfer, at no cost, to the District all public records in possession of the Association or keep and maintain public records required by the District to perform the service. If the Association transfers all public records to the District upon completion of this Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Association keeps and maintains public records upon completion of this Agreement, the Association shall meet all applicable

requirements for retaining public records. All records stored electronically by the Association must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Failure of the Association to comply with Section 119.0701, Florida Statutes may subject the Association to penalties under Section 119.10, Florida Statutes. Further, in the event the Association fails to comply with this Section or Section 119.0701, Florida Statutes, the 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 ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT MERITUS CORP. C/O BRIAN LAMB; TELEPHONE: (813) 873-7300; EMAIL: BRIAN.LAMB@INFRAMARK.COM, AND MAILING ADDRESS: 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FL 33607.

21. **E-Verify.** The Association shall comply with all applicable requirements of Section 448.095, Florida Statutes. Association 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 Association 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 Association with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Association 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)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

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

Notwithstanding anything else in this Agreement to the contrary, the District may immediately terminate this Agreement for cause if there is a good faith belief that the Association 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 the District.

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

preceding the date of this Agreement. The District has materially relied on this representation in entering into this Agreement with the Association.

22. **Counterparts.** This Agreement may be executed in several counterparts or by separate instruments, and all of such counterparts and instruments shall constitute one agreement, binding on all of the parties hereto.

23. **Electronic Signatures.** An electronic signature will be considered an original signature on this Agreement and any related documents or subparts and will have the same force and effect as a written signature unless prohibited by Florida law. Electronic signatures include, but are not limited to, facsimiles, electronic signatures, portable document format (PDF), and any other electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a party with the intent to sign the Agreement or any other document related to this Agreement.

24. **Sovereign Immunity.** The Association agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and/or other applicable law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

25. **Severability.** In the event any provision of this Agreement is deemed to be unenforceable under applicable law, the remainder of this Agreement shall continue to be enforceable and said provision shall be automatically modified and/or limited so that it is enforceable.

26. **Authorization.** Both parties have the requisite approvals and authority to execute and bind the parties.

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

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

DISTRICT:

**V-DANA COMMUNITY
DEVELOPMENT DISTRICT,**
a community development district

ATTEST:

Brian Lamb, Secretary

By: _____
Joseph Cameratta, Chairman

ASSOCIATION:

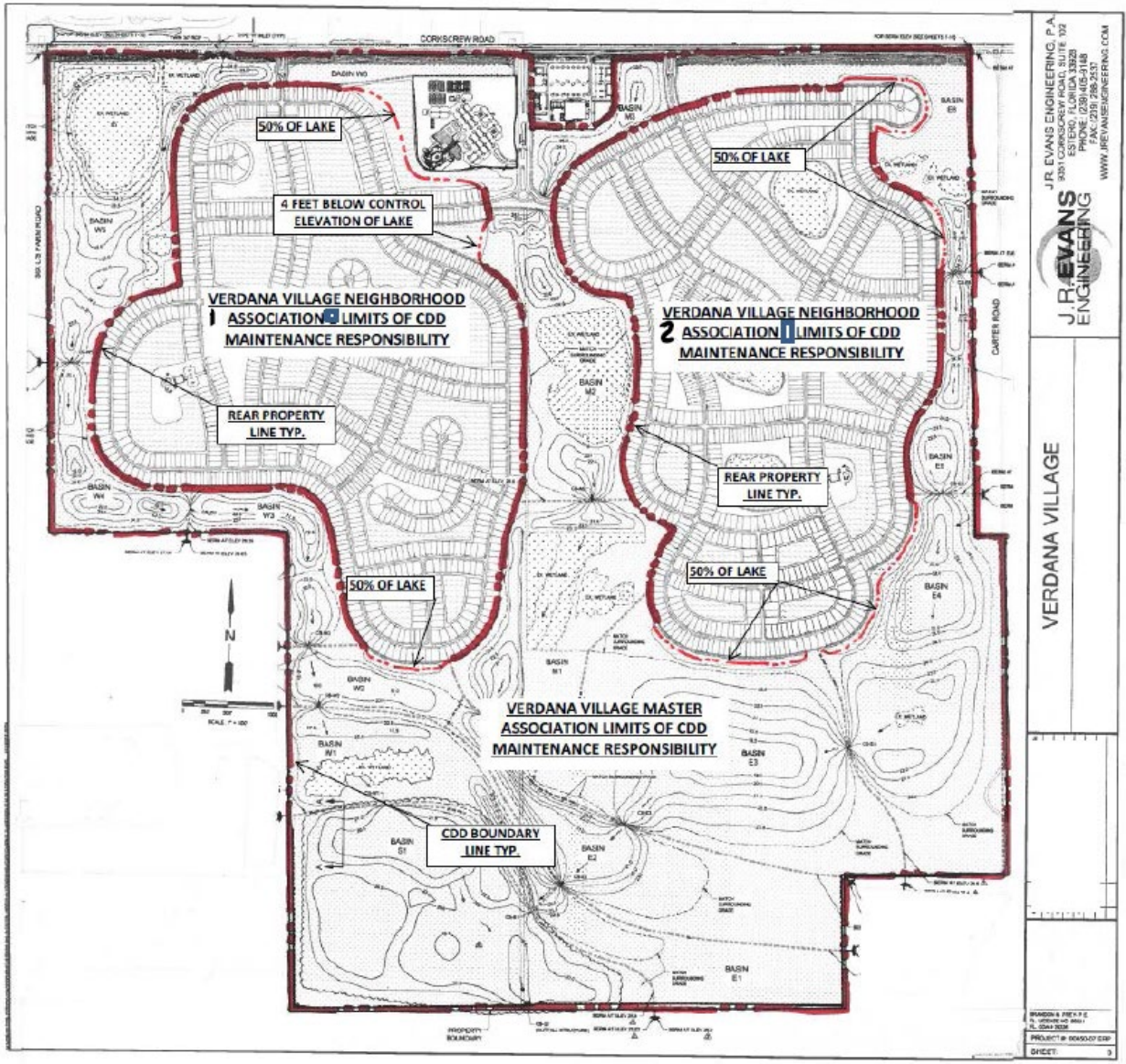
**VERDANA VILLAGE NEIGHBORHOOD 1
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: _____
Raymond Blacksmith, President

EXHIBIT “A”
District Improvements

1. All project development road curbing and asphalt pavement.
 2. All project development storm water management sewers, and structures within land or easements dedicated to the District.
 3. All project lakes, shorelines, aerators, and littorals.
 4. All project development irrigation within land or easements dedicated to the District including the following components:
 - a. Irrigation pump stations
 - b. Mainlines
 - c. Valves
 - d. Sprinkler heads, rotors, whips, drip lines
 - e. Zone wire, zone boxes.
- (Note: all of the foregoing, but specifically excluding irrigation systems located on individual lots, which are not the property of the District.)
5. Landscaping on all sanitary lift station/pump station tracts or parcels.
 6. Landscaping within lands dedicated to the District, but excluding tree lawns within the District’s roadways located directly in front of residential houses, which are lot owner responsibility.
 7. All roadway cul-de-sac island landscaping.
 8. All sidewalks within District roadways, but excluding any sidewalk located directly in front of or adjacent to residential houses, which are lot owner responsibility.
 9. All roadway traffic and street signage and striping.

EXHIBIT "B"
MAP OF DISTRICT IMPROVEMENTS



J.R. EVANS ENGINEERING, P.A.
 2851 COMMERCE PARKWAY, SUITE 102
 ESTERO, FLORIDA 33428
 PHONE: (239) 465-3188
 FAX: (239) 465-3189
 WWW.JREVAENGINEERING.COM



VERDANA VILLAGE

DESIGNED & PREPARED BY
 J.R. EVANS ENGINEERING, P.A.
 PROJECT NO. 10000007 CDD
 SHEET: 3

EXHIBIT "C"

Insurance Requirements for the Association's Contractors, Subcontractors and Material Suppliers

Before the earlier of the commencement of the applicable work, entering the project site, or five (5) days after executing the applicable contract, the contractor, subcontractor and/or material supplier (referred to herein in this Exhibit generally as "**Contractor**") shall secure, pay for, and maintain in a company or companies acceptable to the Association, carrying at least an A+/XII rating by A.M. Best Company, and lawfully authorized to do business in the State of Florida, such insurance as will protect the Association and the V-Dana Community Development District (the "**District**") from claims set forth below that may arise out of or result from the Contractor's work under the applicable contract and for which the Contractor may be legally or contractually liable, whether such is performed by the Contractor or by its subcontractors and/or material suppliers, or by anyone, directly or indirectly, employed by any of them, or by anyone for whose acts any of them may be legally or contractually liable:

1. claims under worker's compensation, disability benefit, and other similar employee benefit acts that are applicable to the Work to be performed by the Contractor;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. claims for damages insured by personal injury liability coverage;
5. claims for damages, other than damage to Contractor's work because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. claims for bodily injury or property damage arising out of completed operations;
8. claims involving contractual liability insurance applicable to the Contractor's obligations under the applicable contract;
9. claims that may arise out of or result from explosion, collapse, or underground (XCU) operation; and
10. depending upon the project and scope of services provided, coverage may be required for claims from damages arising out of the rendering or failure to render professional services.

The insurance shall be written on an occurrence basis for not less than limits of liability specified below or required by law, whichever coverage is greater. Coverages shall be maintained without interruption from date of start of the work by the Contractor until the final payment is made to the Contractor, except that any commercial general liability, excess liability, pollution liability, and professional liability insurance shall be maintained continuously until the later of the period of the statute of limitations or statute of repose.

Evidence of the insurance required by these terms shall also be provided after final payment for the work before Contractor enters the project or is performing work for the project. Any insurance required of the Contractor shall protect the the Association and the District from claims that may arise for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor of any tier, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance limits and types required in this Exhibit are minimum requirements (and are subject to any broader terms required by the Association) and are denominated in U.S. Dollars.

The Association reserves the right to consider any insurance not in compliance with these terms as a material breach of contract. Any aggregate limits of insurance required must be reinstated if they are eroded at any time during the period within which the insurance is required to be provided herein, such reinstatement costs shall not be a reimbursable cost. The Association reserves the right to require additional insurance types and coverage limits in addition to what is required herein. Contractor shall require its subcontractors of all tiers to meet the same insurance requirements as are required of it in these terms. However, unless determined otherwise by the Association, or specifically designated otherwise herein, these obligations do not pertain to the limits of liability required to be provided by the Contractor. All insurance required of the Contractor shall be applicable to the extent permitted by law.

It is solely the Contractor's obligation to ensure that it provides the appropriate insurances required in the jurisdiction(s) in which the work is being performed, and that it has included all relevant costs. Contractor waives any and all rights it has against the Association for premiums, claims, penalties, or other costs incurred as a result of Contractor's failure to provide insurance required by law.

Contractor shall purchase and maintain, at Contractor's sole expense, Commercial General Liability Insurance for the term of the contract (and for any period beyond the term of the contract as specified in the contract). Contractor shall require each of its subcontractors and material suppliers to purchase and maintain, at Contractor's sole expense, Commercial General Liability Insurance for the term of the applicable contract (and for any period beyond the term of the applicable contract as specified in the contract or the contract between the Association and Contractor).

Contractor shall evidence its compliance with the insurance obligations in the contract through the issuance of certificates of insurance to the Association. The description of operations section of these certificates of insurance shall state the additional insured and waiver of subrogation coverage being provided. All certificates provided to the Association shall include the project name and number. In addition, all Commercial General Liability certificates shall include as an attachment a hard copy of any compliant documentation that evidences the additional insured endorsement coverage required below. The Association's acceptance of any certificate of insurance or coverage provision in no way waives Contractor's right to later assert that Contractor did not provide insurance in conformance with the contract. If Contractor fails to comply with its insurance obligations under the contract, the Association may withhold monthly progress payments. In the event Contractor does not obtain the insurances required by the contract, then the Association may obtain such insurances for Contractor and pay the premiums thereon. Contractor shall repay the Association on demand for any such premium costs incurred by the Association to secure coverage on Contractor's behalf, or the Association may deduct the amount of such premiums from any sums that are due, or may become due, to Contractor. The Association has no obligation to obtain such insurance for Contractor, and the Association's failure to do so shall in no way relieve Contractor of its obligations. Upon request, Contractor shall provide the Association with any certificates of insurance, coverage provision or certified copy of any insurance policy applicable to coverage required of Contractor in the contract. Contractor shall endorse its policies to provide a minimum of thirty (30) days cancellation notice to the Association. Not less than two weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor shall supply the Association with a new and replacement Certificate of Insurance and Additional Insured Endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the Association and the District as set forth above. Evidence of insurance required shall also be provided any time after the work is completed but Contractor has re-entered the project site.

All certificates of insurance must be sent from Contractor's insurance carrier in the name of the Association located at 21101 Design Parc Lane, #103, Estero, FL 33928, also naming the District, as the additional insured. Both names must appear as additional insureds and Contractor must provide the Additional Insured Endorsement for Ongoing Work and Completed Operations.

The minimum Commercial General Liability Insurance Requirements:

- A. Commercial General Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis written on the occurrence form, on a per project basis including:
 - Premises operations (including X, C & U).

- Ongoing Work and Completed Operations to be maintained through the statute of limitations.
 - Contractual, including, but not limited to, the Contractor’s indemnification obligation under the contract.
 - Personal injury.
 - Minimum Limits:
 - \$1,000,000.00 Each Occurrence Bodily Injury and Property Damage
 - \$2,000,000.00 General Aggregate on a Per Project Basis
 - \$1,000,000.00 Personal Injury and Advertising Injury Liability
 - \$2,000,000.00 Products and Completed Operations Aggregate
 - \$500,000.00 Fire legal Liability
 - \$5,000.00 Medical
 - The policy shall contain an endorsement indicating the Association and the District are “additional insureds” under the Contractor’s Commercial General Liability coverage, and the coverage available to them under the policy is primary and non-contributory over any other coverage available to the additional insured. The additional insured form shall include Ongoing Work and Completed Operations to be maintained through the statute of limitations.
 - The maximum deductible shall be \$5,000.00 per occurrence.
 - Contractor’s General Liability needs to include a Waiver of Subrogation in favor of the Association and the District.
- B. Worker’s Compensation: Statutory
- Employer’s Liability: \$500,000 per accident, minimum limits
 - Workers Compensation needs to include a Waiver of Subrogation in favor of the Association and the District.
- C. Business Automobile Policy:
- Minimum Limits: \$1,000,000.00 Combined single limit bodily injury and property damage per project
 - Coverage shall include all automobiles owned, leased, hired, borrowed or non-owned.
 - The policy shall contain an endorsement indicating the Association and the District are “additional insureds” under the Contractor’s Business Automobile Policy, and the coverage available to them under the policy is primary and non-contributory over any other coverage available to the additional insured.
 - The maximum deductible shall be \$10,000.00.
 - Contractor’s Automobile Liability needs to include a Waiver of Subrogation in favor of the Association and the District.

D. Umbrella Excess Liability:

- Minimum Limits: \$2,000,000.00 per project and following the form the primary insurance required by the contract
- The policy shall contain an endorsement indicating the Association and the District are “additional insureds” under the Contractor’s Umbrella and/or Excess Liability policy, and the coverage available to them under the policy is primary and non-contributory over any other coverage available to additional insured.

E. Professional Liability:

Contractor shall provide professional liability insurance with minimum limits of \$2,000,000 per claim \$2,000,000 per aggregate if the Work (including the scope of any of its subcontractors or subconsultants) includes fire alarm design, mechanical work, plumbing work, fire sprinkler work, or any professional service. Contractor must maintain policies written on a claims-made basis for a minimum of two (2) years after substantial completion of the project and have a retroactive date prior to the effective date of the contract.

F. Pollution Liability:

Contractor shall provide pollution liability insurance with minimum limits of \$2,000,000 per claim \$2,000,000 per aggregate if the work includes excavation, remediation, transporting, or disposing of hazardous materials or any other pollution services. The Association and the District as designated by the Association and the District shall be named as additional insureds.

G. General Conditions:

The use of self-insurance is not permitted. Compliance by Contractor and its subcontractors and material suppliers of their respective insurance coverage requirements hereunder shall not relieve the Contractor or any of its subcontractors or material suppliers of liability under any indemnity or other provision set forth in the contract.

H. A completed W-9 Form.

- Policies shall not contain any restrictions or exclusions relating to planned unit developments or residential construction.
- The policies provided by the Contractor shall provide that any obligation imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of the Contractor and not of any other insured.
- The Contractor shall require each insurer under each policy provided by the Contractor to waive all rights of subrogation against the Association and the District, any right of set-off or counterclaim, and any other right to deduction, whether by attachment or otherwise.
- Prior to commencing construction of the Work, the Contractor shall furnish the Association and the District with a valid certificate of insurance confirming the insurance coverage and stating that no reduction in, cancellation, or expiration of the policy will be made without thirty (30) days’ written notice by the insurance company to the Association and the District (and any other additional insured).

RESOLUTION NO 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF V-DANA COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ACCEPTANCE OF RESPONSIBILITY FOR OWNERSHIP, OPERATION AND MAINTENANCE OF DISTRICT INFRASTRUCTURE WITHIN THE BOUNDARIES OF THE PLAT OF VERDANA VILLAGE PHASE 2C/2D; PROVIDING AN EFFECTIVE DATE.

WHEREAS, V-Dana Community Development District (the “District”), was established by Ordinance No. 20-03 adopted by the Board of County Commissioners of Lee County, Florida on March 3, 2020 pursuant to Chapter 190, Florida Statutes, as amended; and

WHEREAS, Chapter 190, Florida Statutes grants to the District the authority to own, operate and maintain surface water management systems, roads and other infrastructure; and

WHEREAS, the District has the authority to construct, acquire and/or maintain improvements within the District, including surface water management systems, roads and other District infrastructure; and

WHEREAS, Lee County requires affirmation of the District's intention to maintain the tracts or easements dedicated to the District, and the District's acknowledgment of its duty and responsibility to operate and maintain the “backbone” (i.e. master) surface water management system and other District infrastructure and improvements within the boundaries of the plat of Verdana Village Phase 2C/2D (the "Plat"), a true and correct copy of which is recorded as Instrument No. _____, of the Public Records of Lee County, Florida; and

WHEREAS, this Resolution will be relied upon by Lee County in reviewing the Plat.

NOW, THEREFORE, be it resolved by the Board of Supervisors of V-Dana Community Development District that:

1. This Resolution is adopted pursuant to the provisions of Chapter 190, Florida Statutes.
2. The District hereby acknowledges and affirms that it will accept maintenance responsibility for all tracts and easements dedicated to the District, with maintenance responsibility appearing within the Plat.
3. Provided, however, that the District's responsibility for maintenance and operation of the surface water management systems and other facilities and improvements will not commence unless and until the following events: (a) tracts or easement for the surface water management system and other facilities and improvements, as applicable, have been dedicated or conveyed to the District and (b) Lee County has issued Certificate(s) of Compliance (or their equivalent) for the applicable surface water management system and/or other facilities and improvements.
4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 202__.

V-DANA COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

Brian Lamb, Secretary

Joseph Cameratta, Chairman

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _ day of _____, 202__ by Joseph Cameratta, as Chairman of V-Dana Community Development District. He is personally known to me.

Notary Public
Printed Name: _____

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this _ day of _____, 202__ by Brian Lamb, as Secretary of V-Dana Community Development District. He is personally known to me.

Notary Public
Printed Name: _____

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.

Barraco
and Associates, Inc.

CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 MCGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

VERDANA VILLAGE PHASE 2C/2D

A REPLAT OF TRACT "F", VERDANA VILLAGE PHASE 2A/2B,
(INSTRUMENT No. 2022#####, LEE COUNTY RECORDS)
A SUBDIVISION LYING IN SECTIONS 30 AND 31,
TOWNSHIP 46 SOUTH, RANGE 27 EAST,
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER _____

SHEET 1 OF 10

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DESCRIPTION

TRACT "F" of the record plat of "VERDANA VILLAGE PHASE 2A/2B", recorded in Instrument Number 2022#####, of the Public Records of Lee County, Florida.

NOTE (COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS):

THIS ENTIRE PLAT IS AFFECTED BY THE FOLLOWING:

3. THE FOLLOWING EASEMENTS CONTAINED IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR VERDANA VILLAGE RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 202100064110, AS AMENDED BY CERTIFICATE OF AMENDMENT RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2021000362826, AS MAY BE FURTHER AMENDED FROM TIME TO TIME, ALL OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA:

- A. A RECIPROCAL APPURTENANT EASEMENT FOR ENCRoACHMENT AND OVERHANG BETWEEN ADJACENT UNITS PARCELS AND COMMON AREAS. (NOTE: THIS EASEMENT IS BLANKET IN NATURE AND IS NOT PLOTTABLE).
- B. A NON-EXCLUSIVE, PERPETUAL EASEMENT IN COMMON WITH ALL OTHER PORTIONS THEREOF TO USE, MAINTAIN, REPAIR, ALTER AND REPLACE ALL WATER MANAGEMENT SYSTEMS, PIPES, WIRES, DUCTS, TRANSFORMERS, VENTS, HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS (INCLUDING, WITHOUT LIMITATION, COMPRESSORS, AIR HANDLERS, CHILLERS, WATER TOWERS AND OTHER APPARATUS USED IN THE DELIVERY OF HVAC SERVICES), CABLES, CONDUITS, PUBLIC UTILITY LINES, TRASH AND WASTE COLLECTION AND/OR DISPOSAL SYSTEMS AND SIMILAR OR RELATED FACILITIES LOCATED ON THE LAND AND SERVING ANY PORTION THEREOF. (NOTE: THIS EASEMENT IS BLANKET IN NATURE AND IS NOT PLOTTABLE).
- C. A NON-EXCLUSIVE, PERPETUAL EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS OVER, THROUGH, AND ACROSS SIDEWALKS, STREETS, PATHS, WALKS, AND OTHER PORTIONS OF THE COMMON AREAS AND STREETS AS FROM TIME TO TIME MAY BE INTENDED AND DESIGNATED FOR SUCH PURPOSE AND USE. AN EASEMENT FOR PEDESTRIAN ACCESS SHALL ALSO EXIST OVER ANY PORTION OF A SIDEWALK WHICH IS PART OF A PARCEL OR UNIT IF SUCH SIDEWALK IS INTENDED FOR USE BY PEDESTRIAN TRAFFIC (NOTE: THIS EASEMENT IS BLANKET IN NATURE AND IS NOT PLOTTABLE).
- D. BLANKET EASEMENT, FOR PUBLIC SERVICES, COMMUNICATIONS AND TELECOMMUNICATIONS, AND UTILITIES PURPOSES AND FOR INGRESS/EGRESS TO ACCOMPLISH SAME. (THIS EASEMENT IS NOT PLOTTABLE).
- E. BLANKET EASEMENT FOR UTILITIES, SURFACE WATER DRAINAGE, LATERAL AND SUBJACENT SUPPORT, USE MAINTENANCE, REPAIR AND REPLACEMENT OF PARTY WALLS AND SHARED STRUCTURAL SUPPORTS, ROOFS, PIPES, WIRES, DUCTS, VENTS, CABLES, CONDUITS, PUBLIC UTILITY LINES AND OTHER SIMILAR OR RELATED FACILITIES (THIS EASEMENT IS NOT PLOTTABLE).
- F. EASEMENT TO ESTABLISH, MODIFY, MAINTAIN AND UTILIZED MODEL HOMES AND SALES OFFICES. (THIS EASEMENT IS NOT PLOTTABLE).
- G. IRRIGATION EASEMENT IN FAVOR OF THE DECLARATION AND CDD ACROSS EACH PARCEL OR UNIT MEASURING FIVE FEET (5') FROM AND PARALLEL TO EACH SIDE LOT LINE AND FIVE FEET (5') FROM THE REAR YARD LOT LINE FOR THE PLACEMENT OF IRRIGATION PIPES, VALVES, CONTROL BOXES, CONTROL WIRES, ETC., WHICH SHALL BE CONTROLLED AND MAINTAINED BY THE MASTER ASSOCIATION OR THE CDD.

V-DANA COMMUNITY DEVELOPMENT DISTRICT

THE V-DANA COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") HEREBY ACCEPTS THE TRACTS AND EASEMENTS DEDICATED ON THIS PLAT, INCLUDING DRAINAGE OF ALL LANDS CONTAINED WITHIN THIS PLAT, AND THE MAINTENANCE RESPONSIBILITY ASSOCIATED WITH THE ACCEPTANCE OF THE EASEMENTS.

WITNESSES:

WITNESS 1

BY:
JOSEPH CAMERATTA, CHAIR
V-DANA COMMUNITY
DEVELOPMENT DISTRICT

WITNESS 2

PRINTED NAME

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20__ A.D., BY JOSEPH CAMERATTA, CHAIR OF V-DANA COMMUNITY DEVELOPMENT DISTRICT, ON BEHALF OF SAID DISTRICT, WHO [] IS PERSONALLY KNOWN BY ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC - STATE OF FLORIDA

NAME - PRINTED

COMMISSION # _____ MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF VERDANA VILLAGE PHASE 2C/2D, A REPLAT OF TRACT "F", VERDANA VILLAGE PHASE 2A/2B, RECORDED IN INSTRUMENT NUMBER 2022#####, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, A SUBDIVISION LYING IN SECTIONS 30 AND 31, TOWNSHIP 46 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART I, OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THIS PLAT.
DONE THIS ____ DAY OF _____, 20__.

SCOTT A. WHEELER (FOR THE FIRM-LB 6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949

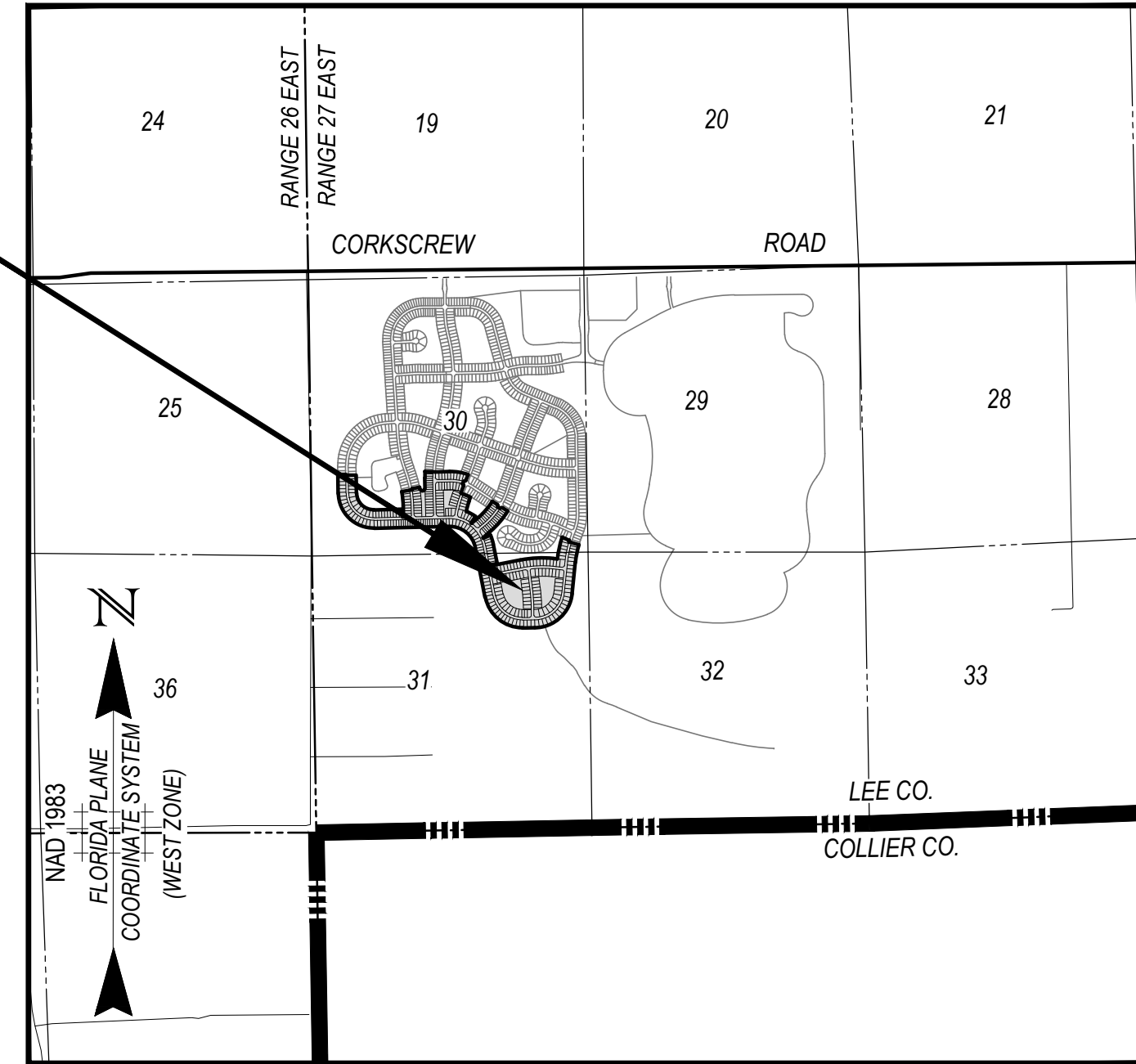
BARRACO AND ASSOCIATES, INC.
2271 MCGREGOR BLVD., SUITE 100, FORT MYERS, FLORIDA 33901
FLORIDA CERTIFICATE OF AUTHORIZATION - LB-6940

CLERK'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF VERDANA VILLAGE PHASE 2C/2D, A REPLAT OF TRACT "F", VERDANA VILLAGE PHASE 2A/2B, RECORDED IN INSTRUMENT NUMBER 2022#####, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, A SUBDIVISION LYING IN SECTIONS 30 AND 31, TOWNSHIP 46 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, WAS FILED FOR RECORD AT _____ M, THIS ____ DAY OF _____, 20__ AND DULY RECORDED AS INSTRUMENT NUMBER _____ IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

KEVIN C. KARNES
CLERK OF COURT

PROJECT
LOCATION



VICINITY MAP

SCALE: 1" = 3000'



SCALE IN FEET

NOTICE:
LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE, OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

APPROVALS

THIS PLAT IS ACCEPTED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA THIS ____ DAY OF _____, 20__.

CECIL PENDERGRASS
BOARD CHAIR

KEVIN C. KARNES
CLERK OF COURT

DAVID HALVERSON
ASSISTANT COUNTY ATTORNEY

JESSICA SULZER, P.E.
MANAGER, DEVELOPMENT SERVICES

DAVID LOVELAND
DIRECTOR, DEPARTMENT OF
COMMUNITY DEVELOPMENT

REVIEW BY THE DESIGNATED COUNTY P.S.M. DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF CHAPTER 177, PART I OF THE FLORIDA STATUTES.

GARY W. RASHFORD, PSM LS6305
LEE COUNTY DESIGNATED P.S.M.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT TPL-LAND-SUB, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE LAND HEREIN DESCRIBED HAVE CAUSED THIS PLAT OF VERDANA VILLAGE PHASE 2C/2D, A REPLAT OF TRACT "F", VERDANA VILLAGE PHASE 2A/2B, RECORDED IN INSTRUMENT NUMBER 2022#####, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, A SUBDIVISION LYING IN SECTIONS 30 AND 31, TOWNSHIP 46 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, TO BE MADE, AND DO HEREBY:

1. RESERVE TO TPL-LAND-SUB, LLC, A FLORIDA LIMITED LIABILITY COMPANY:
 - A) TRACT "F" FOR FUTURE DEVELOPMENT PURPOSES.
2. DEDICATE TO THE V-DANA COMMUNITY DEVELOPMENT DISTRICT WITH RESPONSIBILITY FOR MAINTENANCE:
 - A) TRACT "R" FOR RIGHT OF WAY, DRAINAGE EASEMENT (D.E.), IRRIGATION EASEMENT (I.E.) AND PUBLIC UTILITY EASEMENT (P.U.E.) PURPOSES.
 - B) TRACTS "L-3" AND "L-4" FOR LAKE, LAKE ACCESS EASEMENT (L.A.E.), LAKE MAINTENANCE EASEMENT (L.M.E.), DRAINAGE EASEMENT (D.E.) AND IRRIGATION EASEMENT (I.E.) PURPOSES.
 - C) TRACTS "L-1" AND "L-2" FOR WATER MANAGEMENT, OPEN SPACE, DRAINAGE EASEMENT (D.E.) AND IRRIGATION EASEMENT (I.E.) PURPOSES.
 - D) ALL DRAINAGE EASEMENTS (D.E.) FOR DRAINAGE PURPOSES.
 - E) ALL IRRIGATION EASEMENTS (I.E.) FOR IRRIGATION PURPOSES.
3. DEDICATE TO THE VERDANA VILLAGE MASTER ASSOCIATION WITHOUT RESPONSIBILITY FOR MAINTENANCE:
 - A) TRACT "R" FOR RIGHT OF WAY PURPOSES.
 - B) TRACTS "L-3" AND "L-4" FOR LAKE AND DRAINAGE EASEMENT (D.E.) PURPOSES.
 - C) TRACTS "L-1" AND "L-2" FOR WATER MANAGEMENT, OPEN SPACE AND DRAINAGE EASEMENT (D.E.) PURPOSES.
4. DEDICATE TO LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (LEE COUNTY):
 - A) THOSE NON-EXCLUSIVE LEE COUNTY UTILITY EASEMENTS (L. C. U. E.) AS SHOWN AND/OR NOTED HEREIN FOR THE PURPOSES OF PERFORMING AND DISCHARGING ITS DUTIES AND OBLIGATIONS TO PROVIDE POTABLE WATER DISTRIBUTION SERVICES AND SANITARY SEWER COLLECTION SERVICES.
5. DEDICATE TO FEDERAL, STATE AND LOCAL GOVERNMENT AGENCIES AND DEPARTMENTS AND TO ALL PUBLIC UTILITIES AS DEFINED BY FLORIDA LAW AS MAY BE AMENDED FROM TIME TO TIME, WHETHER PRIVATELY OR GOVERNMENTALLY OWNED, FOR USE IN PERFORMING AND DISCHARGING OF THEIR RESPECTIVE OFFICIAL DUTIES AND OBLIGATIONS TO PROVIDE UTILITY AND OTHER GOVERNMENTAL SERVICES, INCLUDING INGRESS AND EGRESS BY POLICE, FIRE AND OTHER EMERGENCY SERVICES:
 - A) ALL PUBLIC UTILITY EASEMENTS (P.U.E.) SHOWN ON PLAT.

THE PUBLIC UTILITY EASEMENT DESCRIBED IN (A) ABOVE MAY ALSO BE USED FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION (I) SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY AND (II) SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, THE CABLE TELEVISION COMPANY SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

EASEMENTS COLLOCATED WITHIN PLATTED PUBLIC UTILITY EASEMENTS SHALL BE SUBORDINATE TO THE PUBLIC UTILITY EASEMENT.

IN WITNESS WHEREOF, JOSEPH CAMERATTA, AS MANAGER OF CAM VILLAGE DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE SOLE MEMBER OF TPL-LAND-SUB, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANIES, HAS CAUSED THIS DEDICATION TO BE MADE AND SIGNED THIS ____ DAY OF _____, 20__.

WITNESS:

TPL-LAND-SUB, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

PRINT NAME: _____

BY: CAM VILLAGE DEVELOPMENT, LLC
A FLORIDA LIMITED LIABILITY COMPANY
ITS: SOLE MEMBER

WITNESS:

BY: _____
JOSEPH CAMERATTA
MANAGER, CAM VILLAGE DEVELOPMENT, LLC
A FLORIDA LIMITED LIABILITY COMPANY

PRINT NAME: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20__ BY JOSEPH CAMERATTA, AS MANAGER OF CAM VILLAGE DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE SOLE MEMBER OF TPL-LAND-SUB, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANIES, WHO [] IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC - STATE OF FLORIDA

NAME - PRINTED

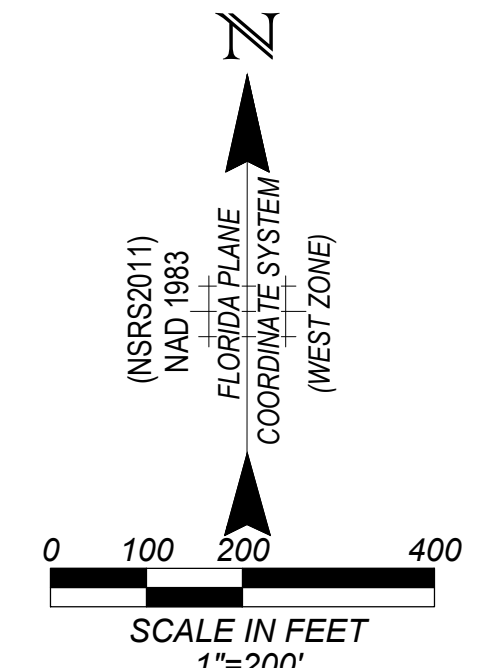
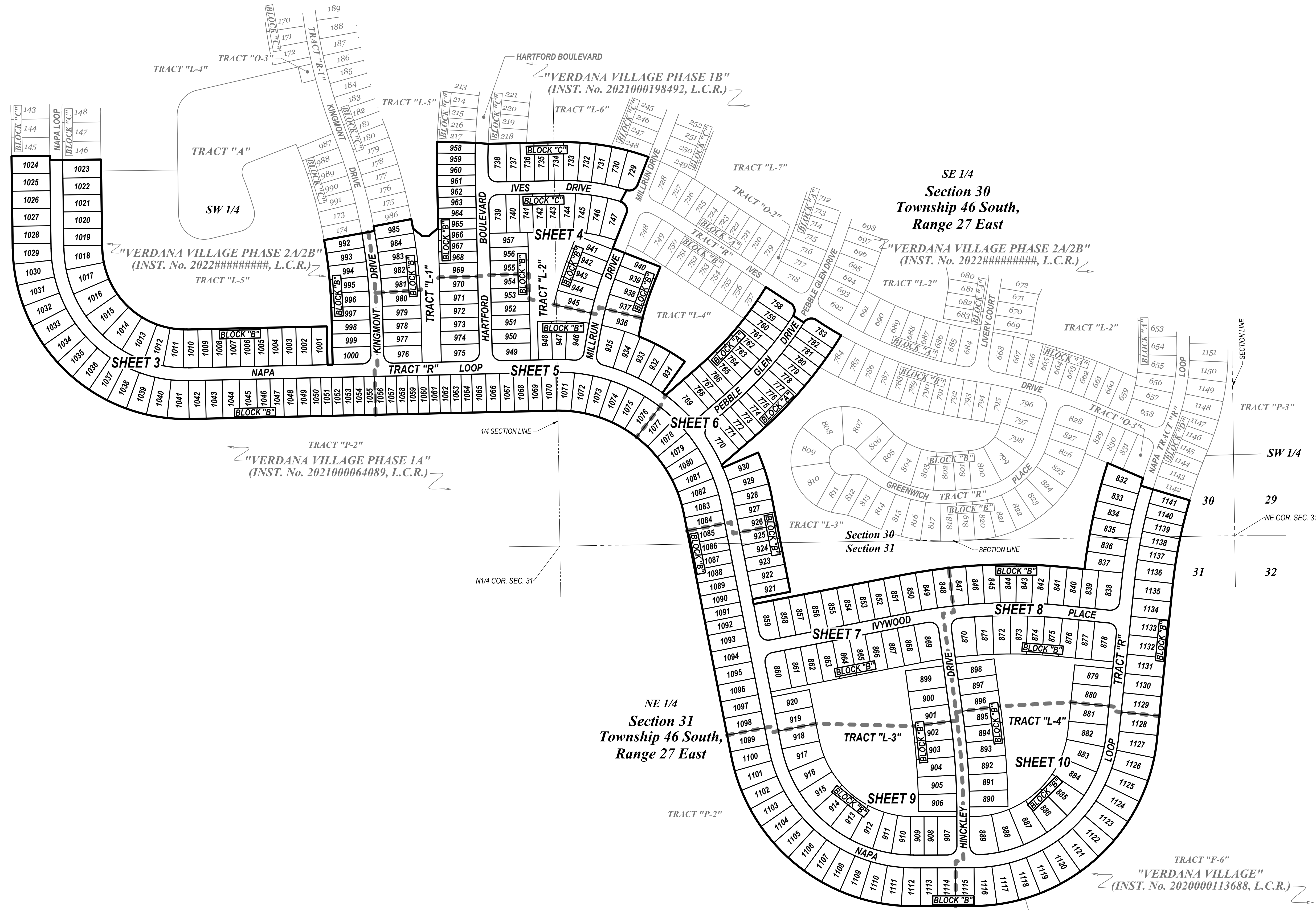
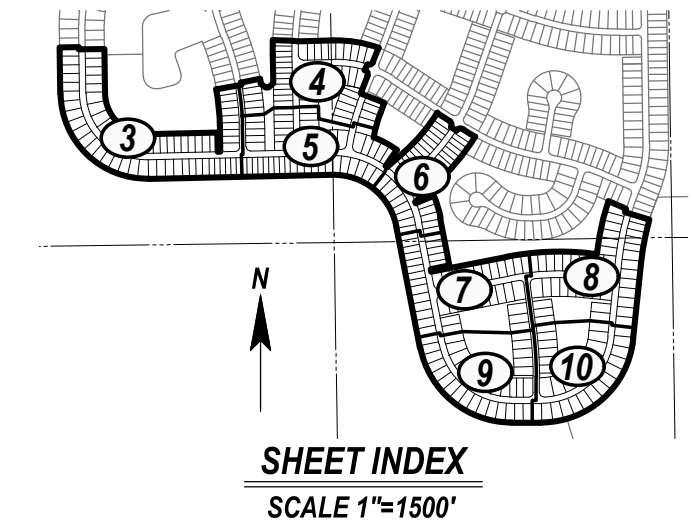
COMMISSION # _____ MY COMMISSION EXPIRES _____

VERDANA VILLAGE PHASE 2C/2D

A REPLAT OF TRACT "F", VERDANA VILLAGE PHASE 2A/2B,
(INSTRUMENT No. 2022#####, LEE COUNTY RECORDS)
A SUBDIVISION LYING IN SECTIONS 30 AND 31,
TOWNSHIP 46 SOUTH, RANGE 27 EAST,
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER _____

SHEET 2 OF 10



NOTES

1. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
2. BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983) (NSRS 2011) AND ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 30 TO BEAR S89°15'54"W.
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4. INTERIOR LOT AND TRACT CORNERS SHALL BE SET IN ACCORDANCE WITH CHAPTER 177, PART I, FLORIDA STATUTES.
5. * = SET PERMANENT REFERENCE MONUMENT (P.R.M.), 1/2" x 1/2" x 18" LONG IRON ROD WITH ALUMINUM CAP, STAMPED "LB 6940 P.R.M.", UNLESS OTHERWISE NOTED.
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7. Δ = DELTA
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11. C.L. = CENTER LINE
12. CB = CHORD BEARING
13. C.C.R. = CERTIFIED CORNER RECORD
14. CD = CHORD DISTANCE
15. CH = CHORD BEARING AND DISTANCE
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19. D.E. = DRAINAGE EASEMENT
20. E (X) = GRID EASTING
21. FD = FOUND
22. FRAC = FRACTION
23. INST. No. = INSTRUMENT NUMBER
24. I.R. = IRON ROD
25. L = LENGTH
26. L.A.E. = LAKE ACCESS EASEMENT
27. L.B. = LICENSED BUSINESS
28. L.C.R. = LEE COUNTY RECORDS
29. L.C.U.E. = LEE COUNTY UTILITY EASEMENT
30. L.M.E. = LAKE MAINTENANCE EASEMENT
31. (M) = MEASURED
32. N (Y) = GRID NORTHING
33. NAD = NORTH AMERICAN DATUM
34. NR = NON-RADIAL
35. NSRS = NATIONAL SPATIAL REFERENCE SYSTEM
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41. PROP. = PROPERTY
42. P.U.E. = PUBLIC UTILITY EASEMENT
43. R = RADIUS
44. R/W = RIGHT OF WAY
45. SEC. = SECTION
46. S.F. = SQUARE FEET
47. W = WITH

KEY MAP SHEET

DOS2021-00021/PLT2021-00007

VERDANA VILLAGE PHASE 2C/2D

INSTRUMENT NUMBER

A REPLAT OF TRACT "F", VERDANA VILLAGE PHASE 2A/2B, (INSTRUMENT No. 2022#####, LEE COUNTY RECORDS) A SUBDIVISION LYING IN SECTIONS 30 AND 31, TOWNSHIP 46 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA

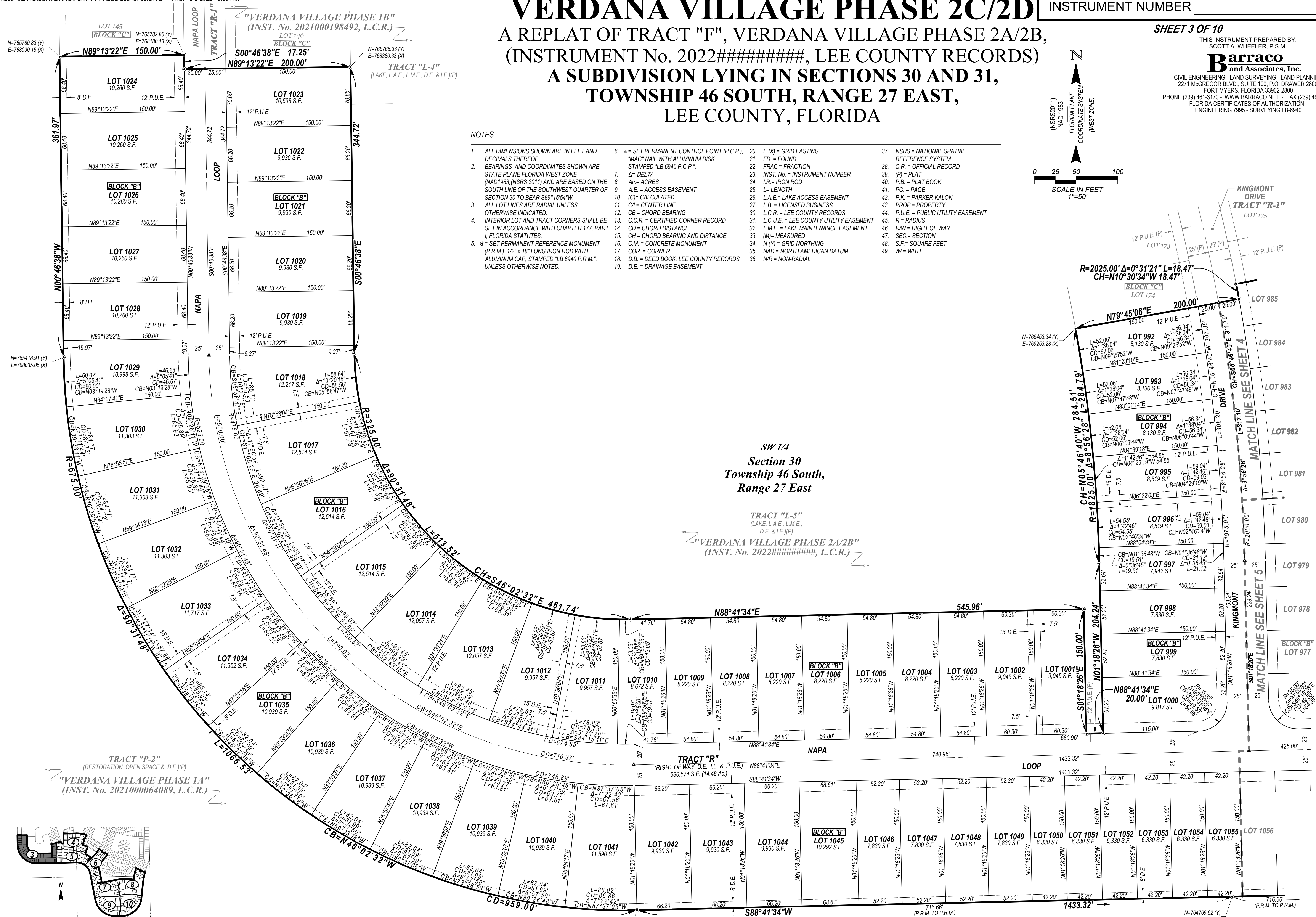
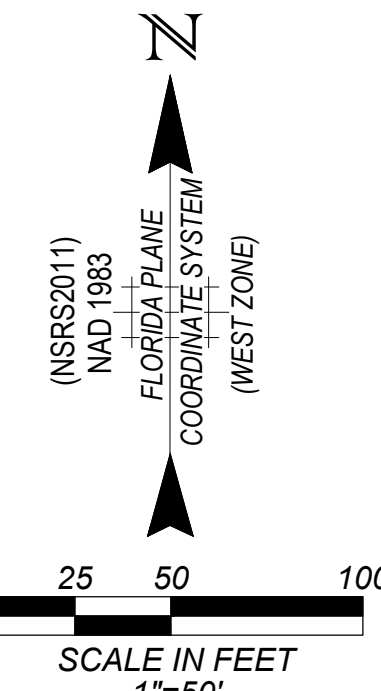
SHEET 3 OF 10

THIS INSTRUMENT PREPARED BY:

SCOTT A. WHEELER, P.S.M.

Barraco and Associates, Inc.

CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 MCGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940



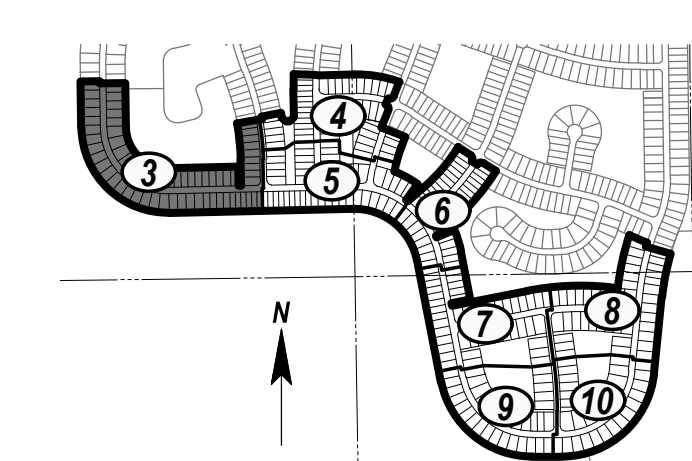
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- CENTER LINE
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- CORNER
- DEED BOOK, LEE COUNTY RECORDS
- DRAINAGE EASEMENT
- GRID EASTING
- FOUND
- FRACTION
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- IRON ROD
- LENGTH
- LAKE ACCESS EASEMENT
- LICENSED BUSINESS
- LEE COUNTY RECORDS
- LEE COUNTY UTILITY EASEMENT
- LAKE MAINTENANCE EASEMENT
- MEASURED
- GRID NORTHING
- NORTH AMERICAN DATUM
- NON-RADIAL
- NATIONAL SPATIAL REFERENCE SYSTEM
- OFFICIAL RECORD
- PLAT
- PLAT BOOK
- PAGE
- PARKER-KALON
- PROPERTY
- PUBLIC UTILITY EASEMENT
- RADIUS
- RIGHT OF WAY
- SECTION
- SQUARE FEET
- WITH

SW 1/4
Section 30
Township 46 South,
Range 27 East

TRACT "L-5"
(LAKE, L.A.E., L.M.E.,
D.E. & I.E.)(P)

"VERDANA VILLAGE PHASE 2A/2B"
(INST. No. 2022#####, L.C.R.)

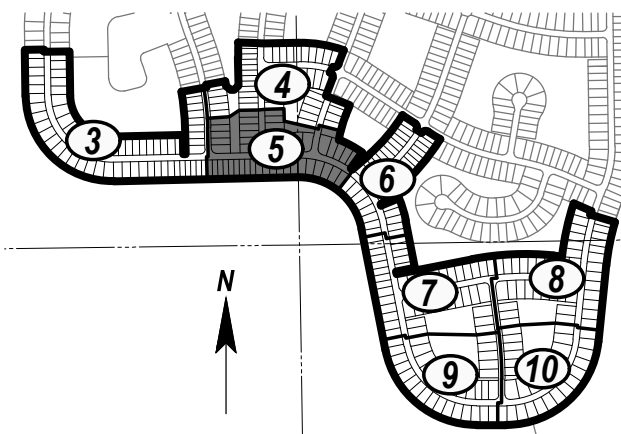


SHEET INDEX
SCALE 1"=1500'

DOS2021-00021\PLT2021-00007

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- 45. R = RADIUS
- 46. RW = RIGHT OF WAY
- 47. SEC. = SECTION
- 48. S.F. = SQUARE FEET
- 49. W/ = WITH



SHEET INDEX SCALE 1"=1500'

VERDANA VILLAGE PHASE 2C/2D

A REPLAT OF TRACT "F", VERDANA VILLAGE PHASE 2A/2B,
(INSTRUMENT No. 2022#####, LEE COUNTY RECORDS)
A SUBDIVISION LYING IN SECTIONS 30 AND 31,
TOWNSHIP 46 SOUTH, RANGE 27 EAST,
LEE COUNTY, FLORIDA

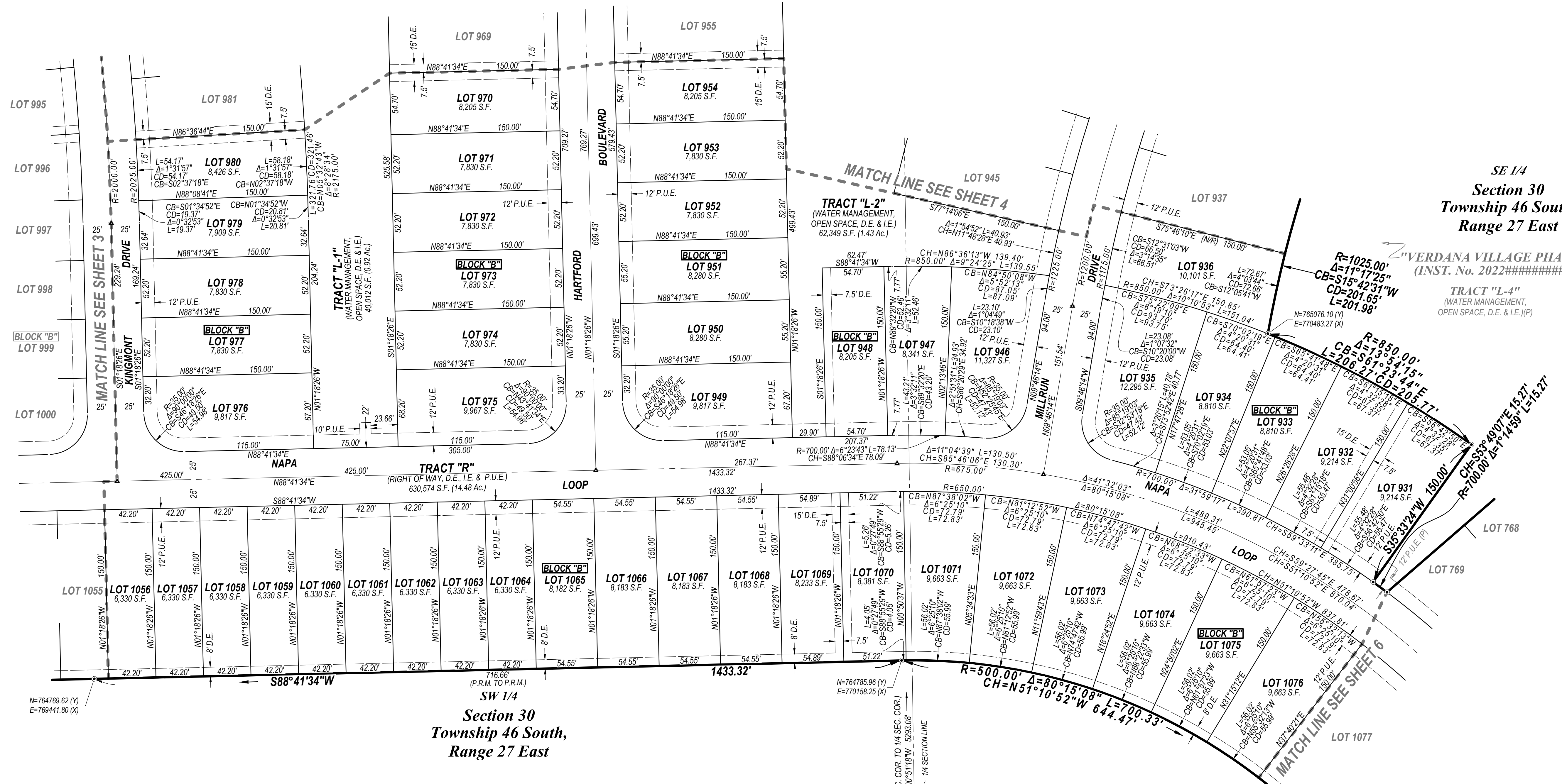
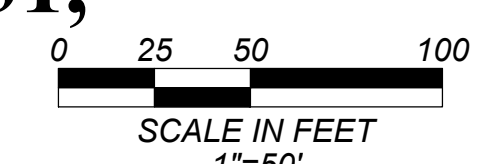
INSTRUMENT NUMBER

SHEET 5 OF 10

THIS INSTRUMENT PREPARED BY:

SCOTT A. WHEELER, P.S.M.
Barraco
and Associates, Inc.

CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 MCGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
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PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940



SE 1/4
Section 30
Township 46 South,
Range 27 East

"VERDANA VILLAGE PHASE 2A/2B"
(INST. No. 2022#####, L.C.R.)

TRACT "L-4"
(WATER MANAGEMENT,
OPEN SPACE, D.E. & I.E.)(P)

R=1025.00'
Δ=11°17'25"
CB=S15°42'31"W
CD=201.65'
L=201.98'

R=850.00'
Δ=13°54'15"
CB=S61°23'44"E
L=206.27'
CD=205.77'

R=700.00'
Δ=31°59'17"
L=390.81'
E=770483.27 (X)
N=765076.10 (Y)

R=500.00'
Δ=80°15'08"
L=700.33'
CH=S51°10'52"W 644.47'

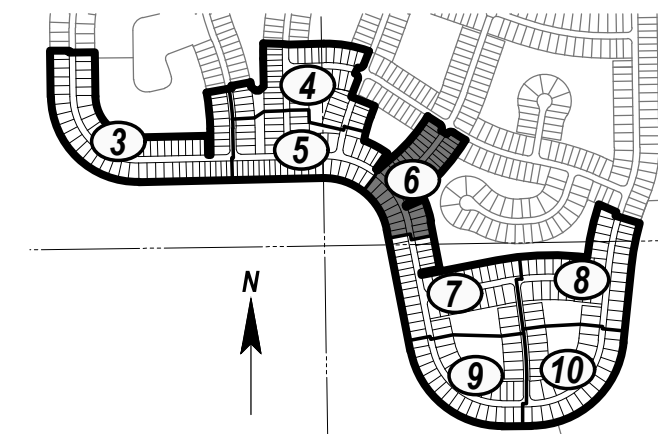
TRACT "P-2"
(RESTORATION, OPEN SPACE & D.E.)(P)
"VERDANA VILLAGE PHASE 1A"
(INST. No. 2021000064089, L.C.R.)

DOS2021-00021\PLT2021-00007

THIS INSTRUMENT PREPARED BY:
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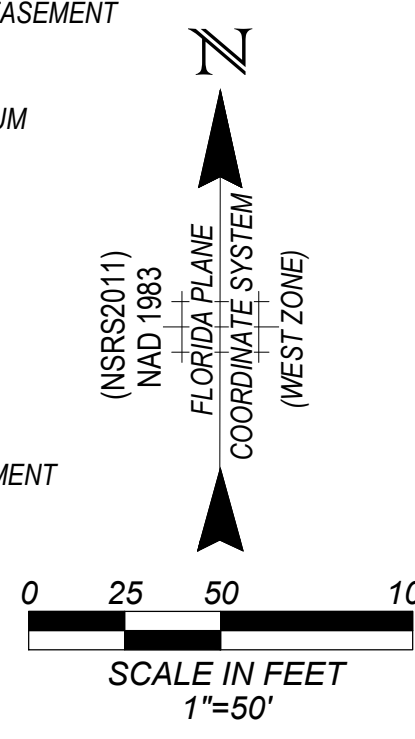
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SHEET INDEX
SCALE 1"=1500'

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21. FD = FOUND
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23. $INST. No.$ = INSTRUMENT NUMBER
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25. L = LENGTH
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COURSE INFORMATION

- ④ $R=35.00'$ $\Delta=89^{\circ}43'40''$ $L=54.81'$ $CH=S11^{\circ}55'24''E$ $49.38'$
- ⑤ $S56^{\circ}29'31''E$ $50.00'$
- ⑥ $R=35.00'$ $\Delta=90^{\circ}46'13''$ $L=55.45'$ $CH=N78^{\circ}20'39''E$ $49.83'$

SE 1/4
Section 30
Township 46 South,
Range 27 East

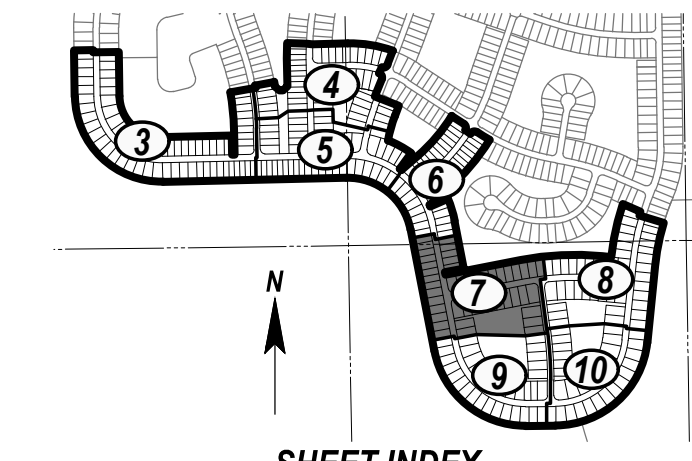


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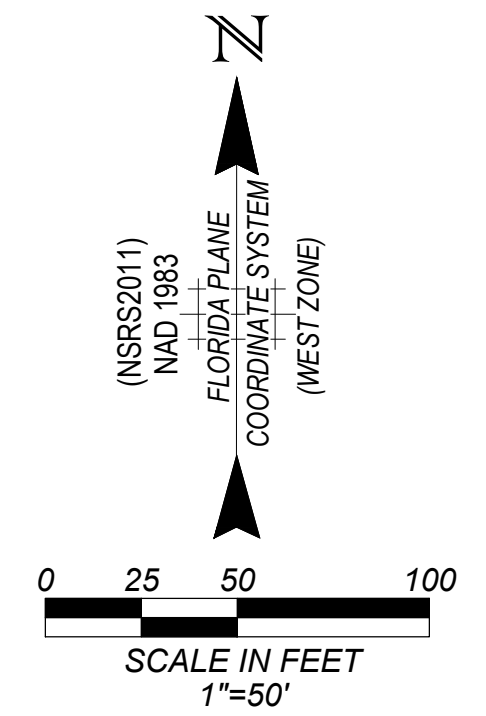
DOS2021-00021/PLT2021-00007

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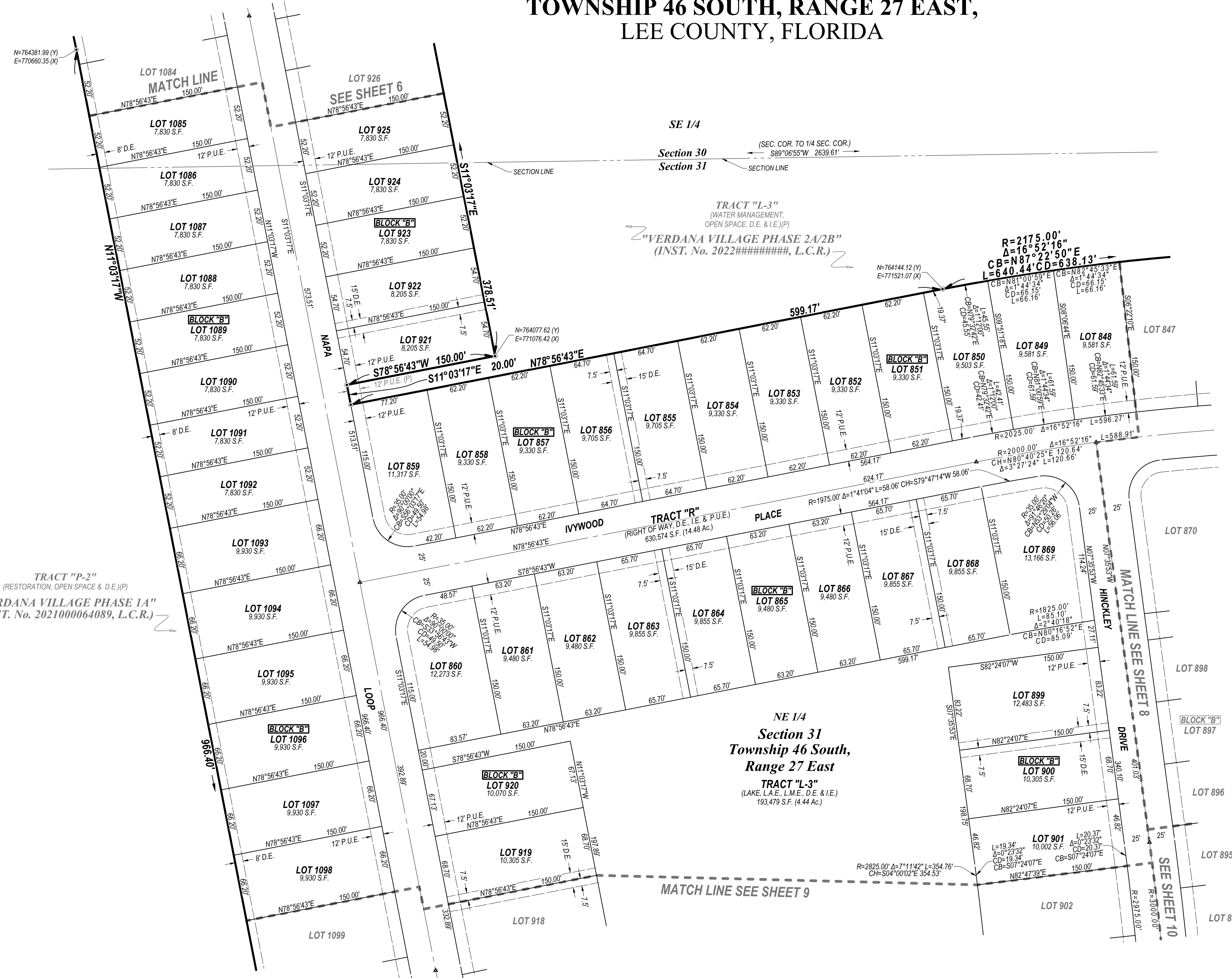


SHEET INDEX
SCALE 1"=1500'



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- NSRS = NATIONAL SPATIAL REFERENCE SYSTEM
- O.R. = OFFICIAL RECORD
- (P) = PLAT
- P.B. = PLAT BOOK
- PG. = PAGE
- P.K. = PARKER-KALON
- PROP. = PROPERTY
- P.U.E. = PUBLIC UTILITY EASEMENT
- R = RADIUS
- R/W = RIGHT OF WAY
- SEC. = SECTION
- S.F. = SQUARE FEET
- W = WITH



DOS2021-00021/PLT2021-00007

VERDANA VILLAGE PHASE 2C/2D

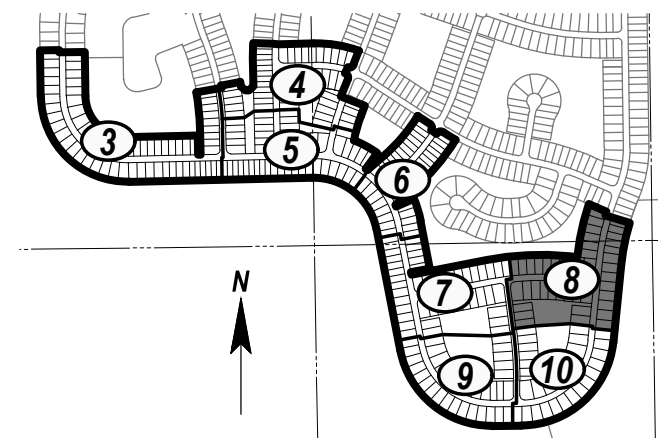
A REPLAT OF TRACT "F", VERDANA VILLAGE PHASE 2A/2B,
(INSTRUMENT No. 2022#####, LEE COUNTY RECORDS)
A SUBDIVISION LYING IN SECTIONS 30 AND 31,
TOWNSHIP 46 SOUTH, RANGE 27 EAST,
LEE COUNTY, FLORIDA

SHEET 8 OF 10

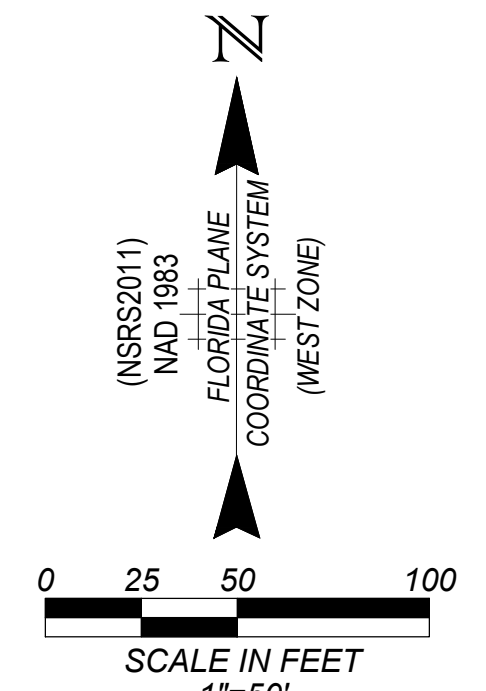
THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.

Barraco
and Associates, Inc.

CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 MCGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

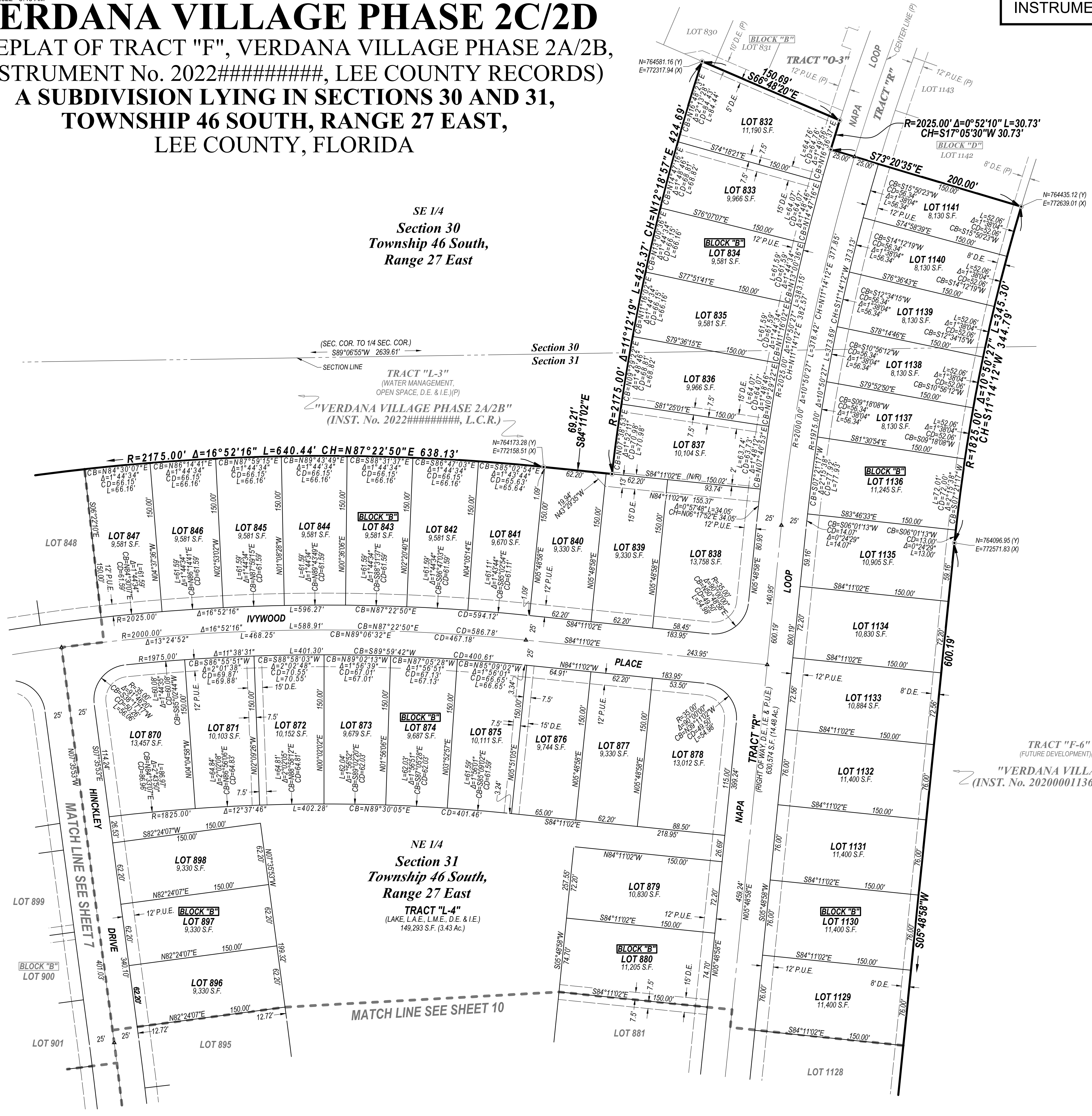


SHEET INDEX
SCALE 1"=1500'



NOTES

- ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
- BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983)(NSRS 2011) AND ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 30 TO BEAR S89°15'54"W.
- ALL LOT LINES ARE RADIAL UNLESS OTHERWISE INDICATED.
- INTERIOR LOT AND TRACT CORNERS SHALL BE SET IN ACCORDANCE WITH CHAPTER 177, PART I, FLORIDA STATUTES.
- SET PERMANENT REFERENCE MONUMENT (P.R.M.), 1/2" x 18" LONG IRON ROD WITH ALUMINUM CAP, STAMPED "LB 6940 P.R.M.", UNLESS OTHERWISE NOTED.
- SET PERMANENT CONTROL POINT (P.C.P.), "MAG" NAIL WITH ALUMINUM DISK, STAMPED "LB 6940 P.C.P."
- Δ = DELTA
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- COR = CORNER
- D.B = DEED BOOK LEE COUNTY RECORDS
- D.E = DRAINAGE EASEMENT
- E(X) = GRID EASTING
- FD = FOUND
- FRAC = FRACTION
- INST. No. = INSTRUMENT NUMBER
- IR = IRON ROD
- L = LENGTH
- L.A.E = LAKE ACCESS EASEMENT
- L.B. = LICENSED BUSINESS
- L.C.R. = LEE COUNTY RECORDS
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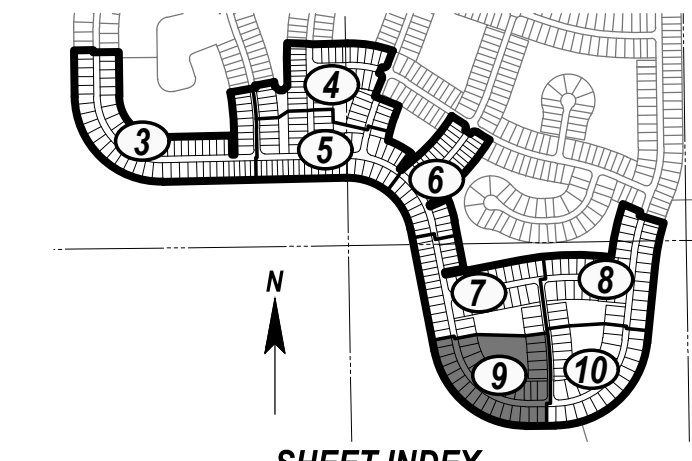
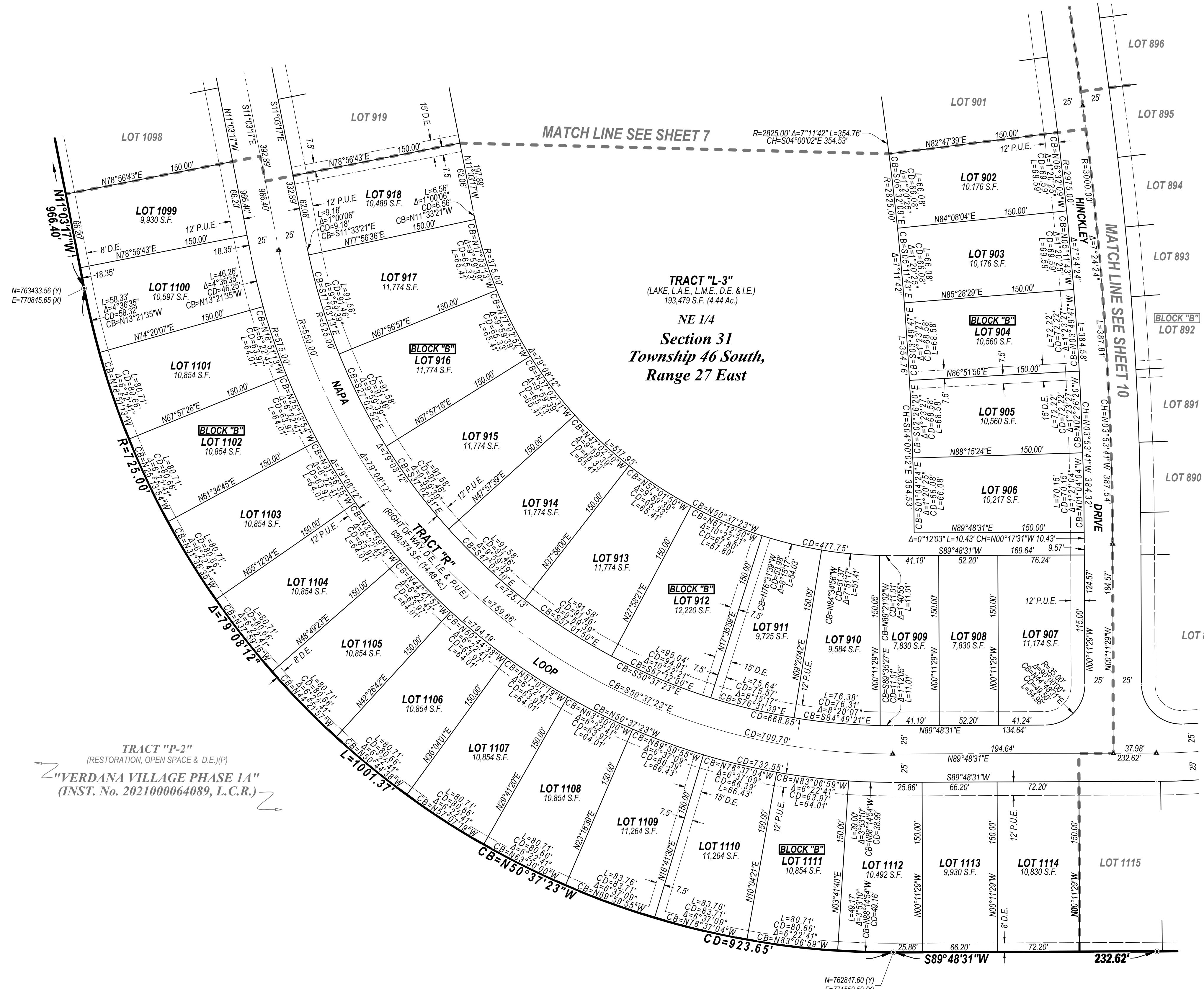
CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 MCGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

VERDANA VILLAGE PHASE 2C/2D

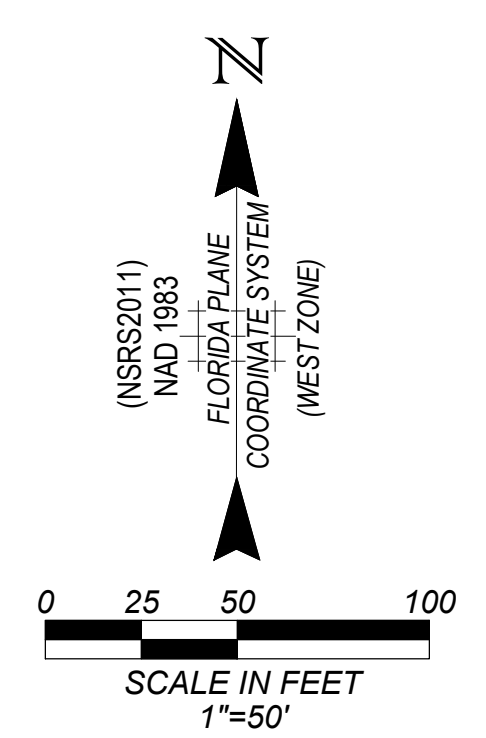
A REPLAT OF TRACT "F", VERDANA VILLAGE PHASE 2A/2B,
(INSTRUMENT No. 2022#####, LEE COUNTY RECORDS)
A SUBDIVISION LYING IN SECTIONS 30 AND 31,
TOWNSHIP 46 SOUTH, RANGE 27 EAST,
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER _____

SHEET 9 OF 10



SHEET INDEX
SCALE 1"=1500'



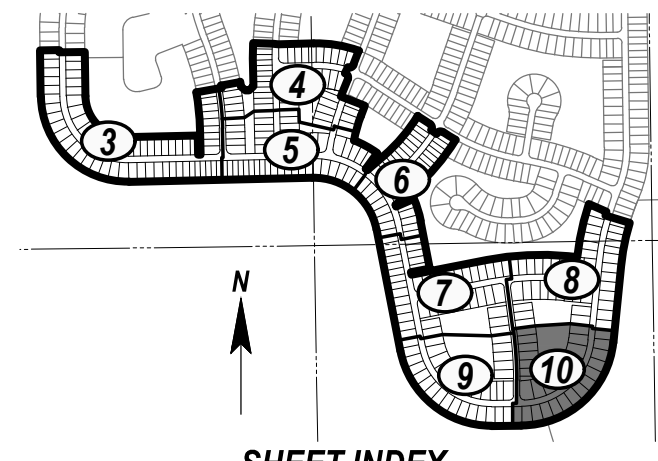
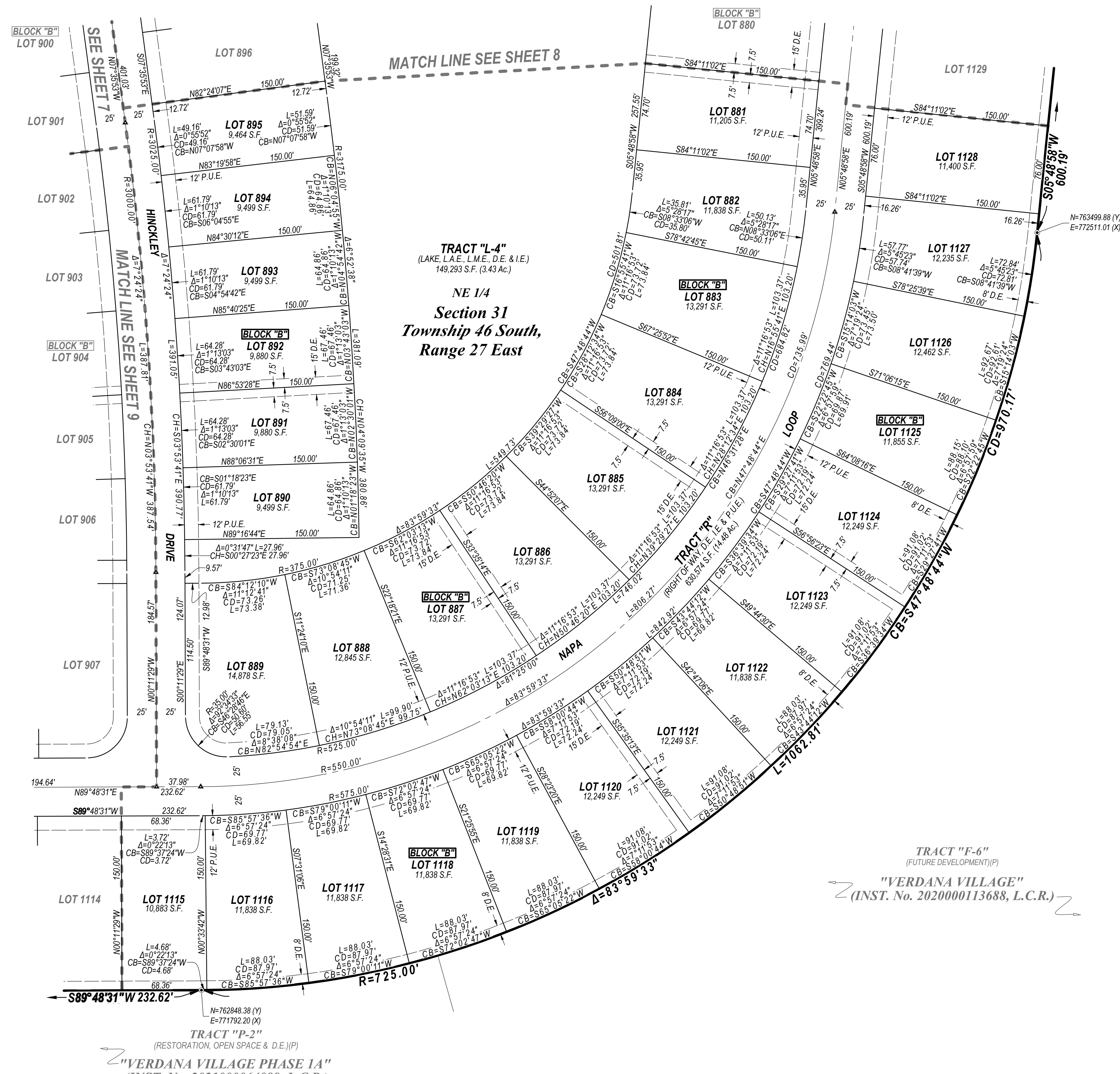
NOTES

1. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
2. BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983)(NSRS 2011) AND ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 30 TO BEAR S89°15'54"W.
3. ALL LOT LINES ARE RADIAL UNLESS OTHERWISE INDICATED.
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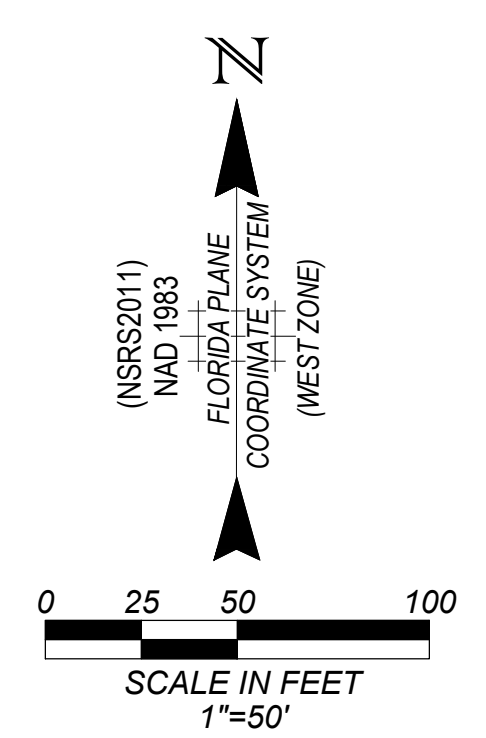
DOS2021-00021\PLT2021-00007

VERDANA VILLAGE PHASE 2C/2D

A REPLAT OF TRACT "F", VERDANA VILLAGE PHASE 2A/2B,
(INSTRUMENT No. 2022#####, LEE COUNTY RECORDS)
A SUBDIVISION LYING IN SECTIONS 30 AND 31,
TOWNSHIP 46 SOUTH, RANGE 27 EAST,
LEE COUNTY, FLORIDA



SHEET INDEX
SCALE 1"=150'



NOTES

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44. SEC. = SECTION
45. S.F. = SQUARE FEET
46. W = WITH

DOS2021-00021/PLT2021-00007

THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.

Barraco
and Associates, Inc.

CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
2271 MCGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION -
ENGINEERING 7995 - SURVEYING LB-6940

VERDANA VILLAGE PHASE 2C/2D

A REPLAT OF TRACTS "F-1" AND "F-2", VERDANA VILLAGE PHASE 1B,
(INSTRUMENT No. 2021000198492, LEE COUNTY RECORDS)
A REPLAT OF TRACT "F", VERDANA VILLAGE PHASE 2A/2B,
(INSTRUMENT No. 2022#####, LEE COUNTY RECORDS)
A SUBDIVISION LYING IN SECTIONS 30 AND 31,
TOWNSHIP 46 SOUTH, RANGE 27 EAST,
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER _____

SHEET 1 OF 10

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DESCRIPTION

TRACTS "F-1" AND "F-2" of the record plat of "VERDANA VILLAGE PHASE 1B", recorded in Instrument Number 2021000198492 and TRACT "F" of the record plat of "VERDANA VILLAGE PHASE 2A/2B", recorded in Instrument Number 2022#####, both of the Public Records of Lee County, Florida.

NOTE (COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS):

THIS ENTIRE PLAT IS AFFECTED BY THE FOLLOWING:

3. THE FOLLOWING EASEMENTS CONTAINED IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR VERDANA VILLAGE RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2021000064110, AS AMENDED BY CERTIFICATE OF AMENDMENT RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2021000362826, AS MAY BE FURTHER AMENDED FROM TIME TO TIME, ALL OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA:

- A. A RECIPROCAL APPURTENANT EASEMENT FOR ENCROACHMENT AND OVERHANG BETWEEN ADJACENT UNITS PARCELS AND COMMON AREAS. (NOTE: THIS EASEMENT IS BLANKET IN NATURE AND IS NOT PLOTTABLE).
- B. A NON-EXCLUSIVE, PERPETUAL EASEMENT IN COMMON WITH ALL OTHER PORTIONS THEREOF TO USE, MAINTAIN, REPAIR, ALTER AND REPLACE ALL WATER MANAGEMENT SYSTEMS, PIPES, WIRES, DUCTS, TRANSFORMERS, VENTS, HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS (INCLUDING, WITHOUT LIMITATION, COMPRESSORS, AIR HANDLERS, CHILLERS, WATER TOWERS AND OTHER APPARATUS USED IN THE DELIVERY OF HVAC SERVICES), CABLES, CONDUITS, PUBLIC UTILITY LINES, TRASH AND WASTE COLLECTION AND/OR DISPOSAL SYSTEMS AND SIMILAR OR RELATED FACILITIES LOCATED ON THE LAND AND SERVING ANY PORTION THEREOF. (NOTE: THIS EASEMENT IS BLANKET IN NATURE AND IS NOT PLOTTABLE).
- C. A NON-EXCLUSIVE, PERPETUAL EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS OVER, THROUGH, AND ACROSS SIDEWALKS, STREETS, PATHS, WALKS, AND OTHER PORTIONS OF THE COMMON AREAS AND STREETS AS FROM TIME TO TIME MAY BE INTENDED AND DESIGNATED FOR SUCH PURPOSE AND USE. AN EASEMENT FOR PEDESTRIAN ACCESS SHALL ALSO EXIST OVER ANY PORTION OF A SIDEWALK WHICH IS PART OF A PARCEL OR UNIT IF SUCH SIDEWALK IS INTENDED FOR USE BY PEDESTRIAN TRAFFIC (NOTE: THIS EASEMENT IS BLANKET IN NATURE AND IS NOT PLOTTABLE).
- D. BLANKET EASEMENT, FOR PUBLIC SERVICES, COMMUNICATIONS AND TELECOMMUNICATIONS, AND UTILITIES PURPOSES AND FOR INGRESS/EGRESS TO ACCOMPLISH SAME. (THIS EASEMENT IS NOT PLOTTABLE).
- E. BLANKET EASEMENT FOR UTILITIES, SURFACE WATER DRAINAGE, LATERAL AND SUBJACENT SUPPORT, USE MAINTENANCE, REPAIR AND REPLACEMENT OF PARTY WALLS AND SHARED STRUCTURAL SUPPORTS, ROOFS, PIPES, WIRES, DUCTS, VENTS, CABLES, CONDUITS, PUBLIC UTILITY LINES AND OTHER SIMILAR OR RELATED FACILITIES (THIS EASEMENT IS NOT PLOTTABLE).
- F. EASEMENT TO ESTABLISH, MODIFY, MAINTAIN AND UTILIZED MODEL HOMES AND SALES OFFICES. (THIS EASEMENT IS NOT PLOTTABLE).
- G. IRRIGATION EASEMENT IN FAVOR OF THE DECLARATION AND CDD ACROSS EACH PARCEL OR UNIT MEASURING FIVE FEET (5') FROM AND PARALLEL TO EACH SIDE LOT LINE AND FIVE FEET (5') FROM THE REAR YARD LOT LINE FOR THE PLACEMENT OF IRRIGATION PIPES, VALVES, CONTROL BOXES, CONTROL WIRES, ETC., WHICH SHALL BE CONTROLLED AND MAINTAINED BY THE MASTER ASSOCIATION OR THE CDD.

V-DANA COMMUNITY DEVELOPMENT DISTRICT

THE V-DANA COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") HEREBY ACCEPTS THE TRACTS AND EASEMENTS DEDICATED ON THIS PLAT, INCLUDING DRAINAGE OF ALL LANDS CONTAINED WITHIN THIS PLAT, AND THE MAINTENANCE RESPONSIBILITY ASSOCIATED WITH THE ACCEPTANCE OF THE EASEMENTS.

WITNESSES:

WITNESS 1

BY:

PRINTED NAME

JOSEPH CAMERATTA, CHAIR
V-DANA COMMUNITY
DEVELOPMENT DISTRICT

WITNESS 2

PRINTED NAME

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, A.D., BY JOSEPH CAMERATTA, CHAIR OF V-DANA COMMUNITY DEVELOPMENT DISTRICT, ON BEHALF OF SAID DISTRICT, WHO [] IS PERSONALLY KNOWN BY ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC - STATE OF FLORIDA

NAME - PRINTED

COMMISSION # _____ MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF VERDANA VILLAGE PHASE 2C/2D, A REPLAT OF TRACTS "F-1" AND "F-2", VERDANA VILLAGE PHASE 1B, RECORDED IN INSTRUMENT NUMBER 2021000198492 AND A REPLAT OF TRACT "F", VERDANA VILLAGE PHASE 2A/2B, RECORDED IN INSTRUMENT NUMBER 2022#####, BOTH OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECT AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART I, OF THE FLORIDA STATUTES.

I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THIS PLAT.
DONE THIS ____ DAY OF _____, 20____.

SCOTT A. WHEELER (FOR THE FIRM-LB 6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949

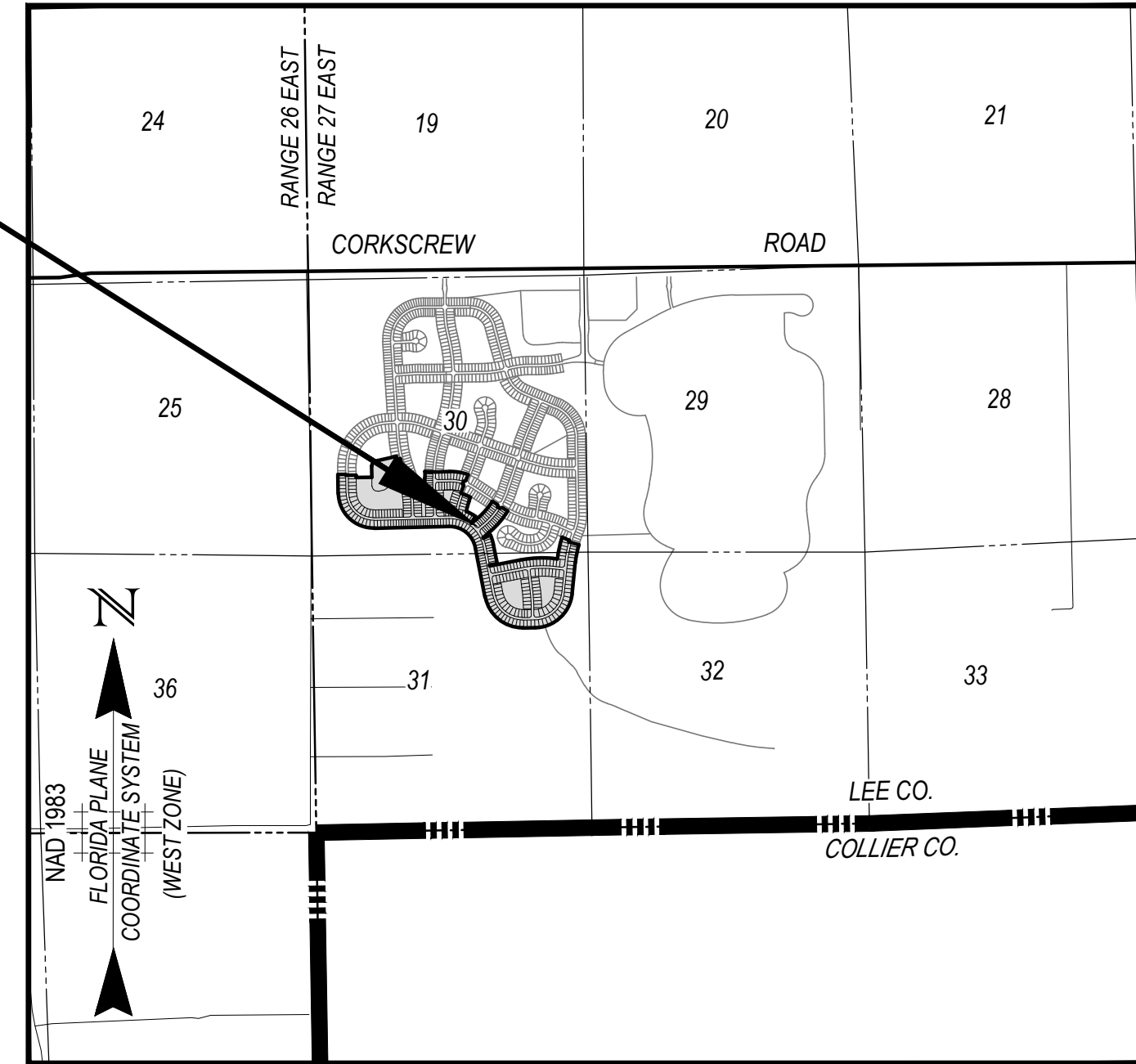
BARRACO AND ASSOCIATES, INC.
2271 MCGREGOR BLVD., SUITE 100, FORT MYERS, FLORIDA 33901
FLORIDA CERTIFICATE OF AUTHORIZATION - LB-6940

CLERK'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF VERDANA VILLAGE PHASE 2C/2D, A REPLAT OF TRACTS "F-1" AND "F-2", VERDANA VILLAGE PHASE 1B, RECORDED IN INSTRUMENT NUMBER 2021000198492 AND A REPLAT OF TRACT "F", VERDANA VILLAGE PHASE 2A/2B, RECORDED IN INSTRUMENT NUMBER 2022#####, BOTH OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, WAS FILED FOR RECORD AT _____ M., THIS ____ DAY OF _____, 20____ AND DULY RECORDED AS INSTRUMENT NUMBER _____ IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

KEVIN C. KARNES
CLERK OF COURT

PROJECT
LOCATION



VICINITY MAP

SCALE: 1" = 3000'

0 1500 3000 6000

SCALE IN FEET

NOTICE:
LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE, OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

APPROVALS

THIS PLAT IS ACCEPTED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA THIS ____ DAY OF _____, 20____.

CECIL PENDERGRASS
BOARD CHAIR

KEVIN C. KARNES
CLERK OF COURT

DAVID HALVERSON
ASSISTANT COUNTY ATTORNEY

JESSICA SULZER, P.E.
MANAGER, DEVELOPMENT SERVICES

DAVID LOVELAND
DIRECTOR, DEPARTMENT OF
COMMUNITY DEVELOPMENT

REVIEW BY THE DESIGNATED COUNTY P.S.M. DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF CHAPTER 177, PART I OF THE FLORIDA STATUTES.

GARY W. RASHFORD, PSM LS6305
LEE COUNTY DESIGNATED P.S.M.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT TPL-LAND-SUB, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE LAND HEREIN DESCRIBED HAVE CAUSED THIS PLAT OF VERDANA VILLAGE PHASE 2C/2D, A REPLAT OF TRACTS "F-1" AND "F-2", VERDANA VILLAGE PHASE 1B, RECORDED IN INSTRUMENT NUMBER 2021000198492 AND A REPLAT OF TRACT "F", VERDANA VILLAGE PHASE 2A/2B, RECORDED IN INSTRUMENT NUMBER 2022#####, BOTH OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, A SUBDIVISION LYING IN SECTIONS 30 AND 31, TOWNSHIP 46 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, TO BE MADE, AND DOES HEREBY:

1. RESERVE TO TPL-LAND-SUB, LLC, A FLORIDA LIMITED LIABILITY COMPANY:
 - A) TRACT "F" FOR FUTURE DEVELOPMENT PURPOSES.
 - B) TRACT "R" FOR RIGHT OF WAY, DRAINAGE EASEMENT (D.E.), IRRIGATION EASEMENT (I.E.) AND PUBLIC UTILITY EASEMENT (P.U.E.) PURPOSES.
 - C) TRACTS "L-1", "L-4" AND "L-5" FOR LAKE, LAKE ACCESS EASEMENT (L.A.E.), LAKE MAINTENANCE EASEMENT (L.M.E.), DRAINAGE EASEMENT (D.E.) AND IRRIGATION EASEMENT (I.E.) PURPOSES.
 - D) TRACTS "L-2" AND "L-3" FOR WATER MANAGEMENT, OPEN SPACE, DRAINAGE EASEMENT (D.E.) AND IRRIGATION EASEMENT (I.E.) PURPOSES.
 - E) ALL DRAINAGE EASEMENTS (D.E.) FOR DRAINAGE PURPOSES.
 - F) ALL IRRIGATION EASEMENTS (I.E.) FOR IRRIGATION PURPOSES.
2. DEDICATE TO THE V-DANA COMMUNITY DEVELOPMENT DISTRICT WITH RESPONSIBILITY FOR MAINTENANCE:
 - A) TRACT "R" FOR RIGHT OF WAY PURPOSES.
 - B) TRACTS "L-1", "L-4" AND "L-5" FOR LAKE AND DRAINAGE EASEMENT (D.E.) PURPOSES.
 - C) TRACTS "L-2" AND "L-3" FOR WATER MANAGEMENT, OPEN SPACE AND DRAINAGE EASEMENT (D.E.) PURPOSES.
 - D) DEDICATE TO THE VERDANA VILLAGE NEIGHBORHOOD 1 ASSOCIATION, INC. WITH RESPONSIBILITY FOR MAINTENANCE.
 - E) TRACT "A" FOR AMENITY CENTER DEVELOPMENT PURPOSES.
3. DEDICATE TO THE VERDANA VILLAGE MASTER ASSOCIATION WITHOUT RESPONSIBILITY FOR MAINTENANCE:
 - A) TRACT "R" FOR RIGHT OF WAY PURPOSES.
 - B) TRACTS "L-1", "L-4" AND "L-5" FOR LAKE AND DRAINAGE EASEMENT (D.E.) PURPOSES.
 - C) TRACTS "L-2" AND "L-3" FOR WATER MANAGEMENT, OPEN SPACE AND DRAINAGE EASEMENT (D.E.) PURPOSES.
 - D) DEDICATE TO THE VERDANA VILLAGE NEIGHBORHOOD 1 ASSOCIATION, INC. WITH RESPONSIBILITY FOR MAINTENANCE.
 - E) TRACT "A" FOR AMENITY CENTER DEVELOPMENT PURPOSES.
4. DEDICATE TO THE VERDANA VILLAGE NEIGHBORHOOD 1 ASSOCIATION, INC. WITH RESPONSIBILITY FOR MAINTENANCE:
 - A) TRACT "A" FOR AMENITY CENTER DEVELOPMENT PURPOSES.
5. DEDICATE TO LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (LEE COUNTY):
 - A) THOSE NON-EXCLUSIVE LEE COUNTY UTILITY EASEMENTS (L. C. U. E.) AS SHOWN AND/OR NOTED HEREIN FOR THE PURPOSES OF PERFORMING AND DISCHARGING ITS DUTIES AND OBLIGATIONS TO PROVIDE POTABLE WATER DISTRIBUTION SERVICES AND SANITARY SEWER COLLECTION SERVICES.
 - B) DEDICATE TO FEDERAL, STATE AND LOCAL GOVERNMENT AGENCIES AND DEPARTMENTS AND TO ALL PUBLIC UTILITIES AS DEFINED BY FLORIDA LAW AS MAY BE AMENDED FROM TIME TO TIME, WHETHER PRIVATELY OR GOVERNMENTALLY OWNED, FOR USE IN PERFORMING AND DISCHARGING OF THEIR RESPECTIVE OFFICIAL DUTIES AND OBLIGATIONS TO PROVIDE UTILITY AND OTHER GOVERNMENTAL SERVICES, INCLUDING INGRESS AND EGRESS BY POLICE, FIRE AND OTHER EMERGENCY SERVICES.
 - C) ALL PUBLIC UTILITY EASEMENTS (P.U.E.) SHOWN ON PLAT.

IN WITNESS WHEREOF, JOSEPH CAMERATTA, AS MANAGER OF CAM VILLAGE DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE SOLE MEMBER OF TPL-LAND-SUB, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANIES, HAS CAUSED THIS DEDICATION TO BE MADE AND SIGNED THIS ____ DAY OF _____, 20____.

WITNESS:

PRINT NAME:

WITNESS:

PRINT NAME:

TPL-LAND-SUB, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

BY: CAM VILLAGE DEVELOPMENT, LLC
A FLORIDA LIMITED LIABILITY COMPANY
ITS: SOLE MEMBER

BY:
JOSEPH CAMERATTA
MANAGER, CAM VILLAGE DEVELOPMENT, LLC
A FLORIDA LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS ____ DAY OF _____, 20____, BY JOSEPH CAMERATTA, AS MANAGER OF CAM VILLAGE DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE SOLE MEMBER OF TPL-LAND-SUB, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANIES, WHO [] IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC - STATE OF FLORIDA

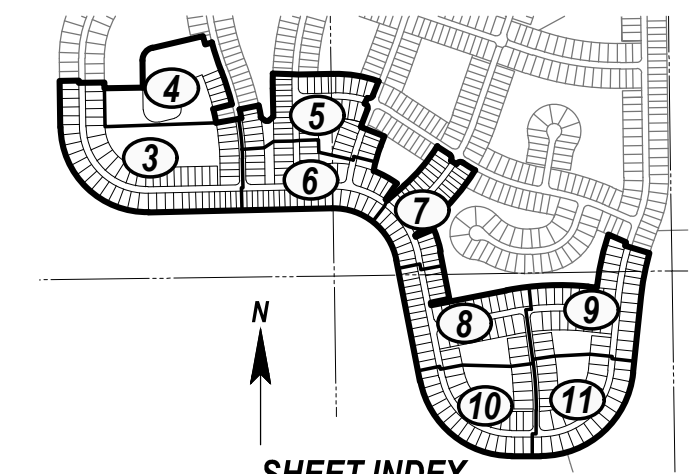
NAME - PRINTED

COMMISSION # _____ MY COMMISSION EXPIRES _____

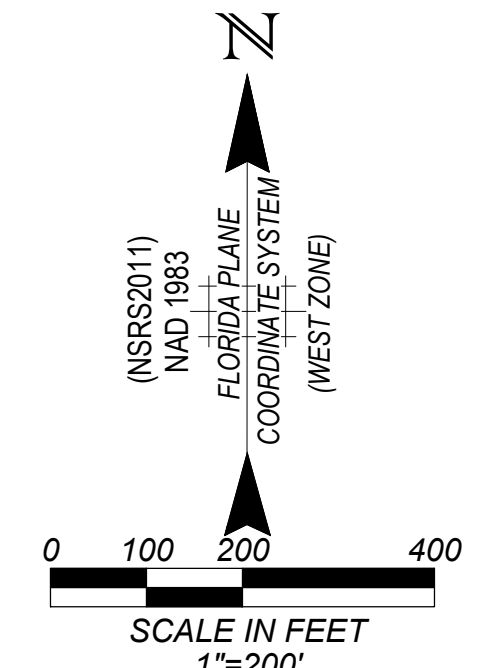
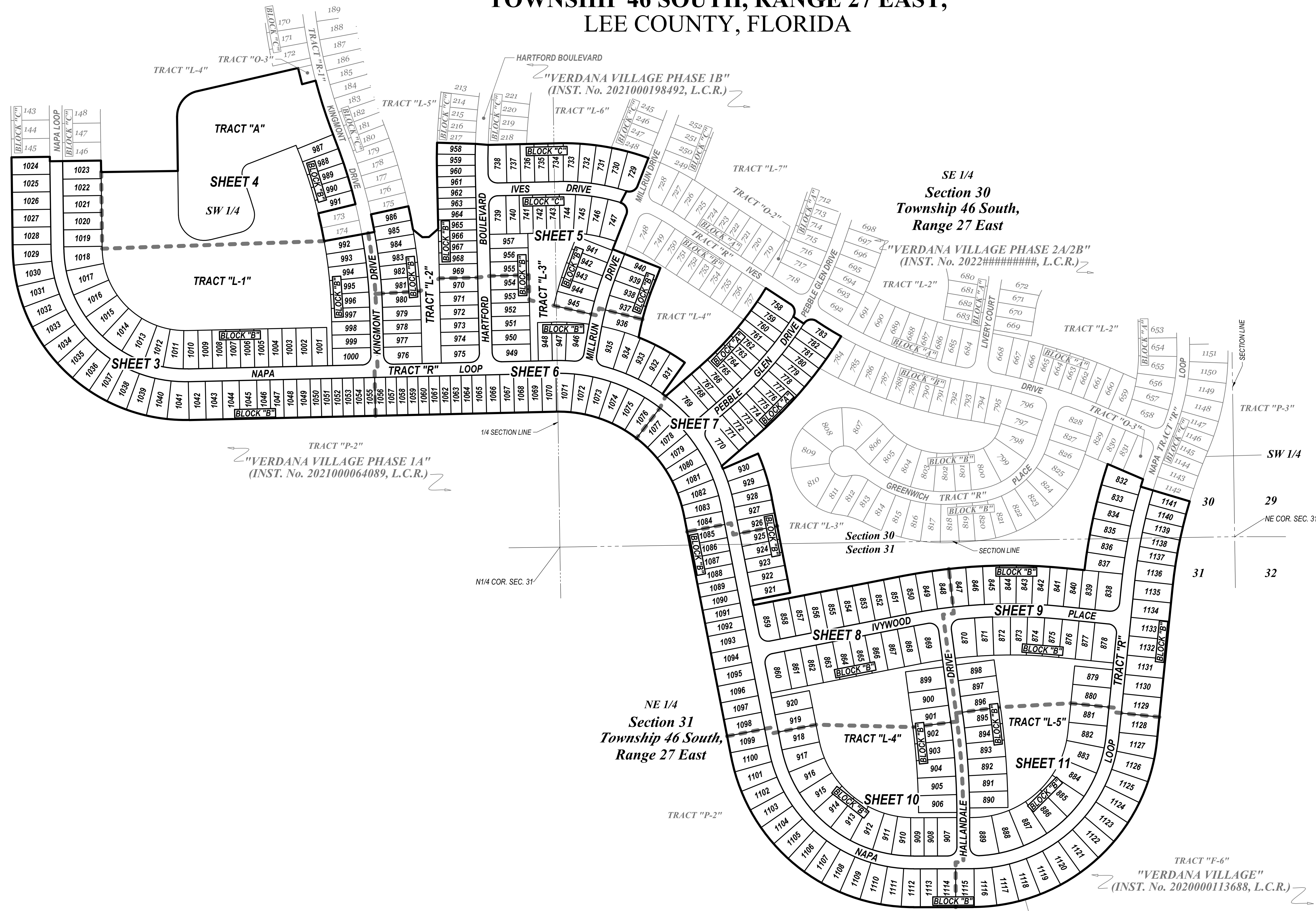
DOS2021-00021\PLT2021-00007

VERDANA VILLAGE PHASE 2C/2D

A REPLAT OF TRACTS "F-1" AND "F-2", VERDANA VILLAGE PHASE 1B,
(INSTRUMENT No. 2021000198492, LEE COUNTY RECORDS)
A REPLAT OF TRACT "F", VERDANA VILLAGE PHASE 2A/2B,
(INSTRUMENT No. 2022#####, LEE COUNTY RECORDS)
A SUBDIVISION LYING IN SECTIONS 30 AND 31,
TOWNSHIP 46 SOUTH, RANGE 27 EAST,
LEE COUNTY, FLORIDA



SHEET INDEX
SCALE 1"=1500'



NOTES

1. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
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KEY MAP SHEET

DOS2021-00021/PLT2021-00007

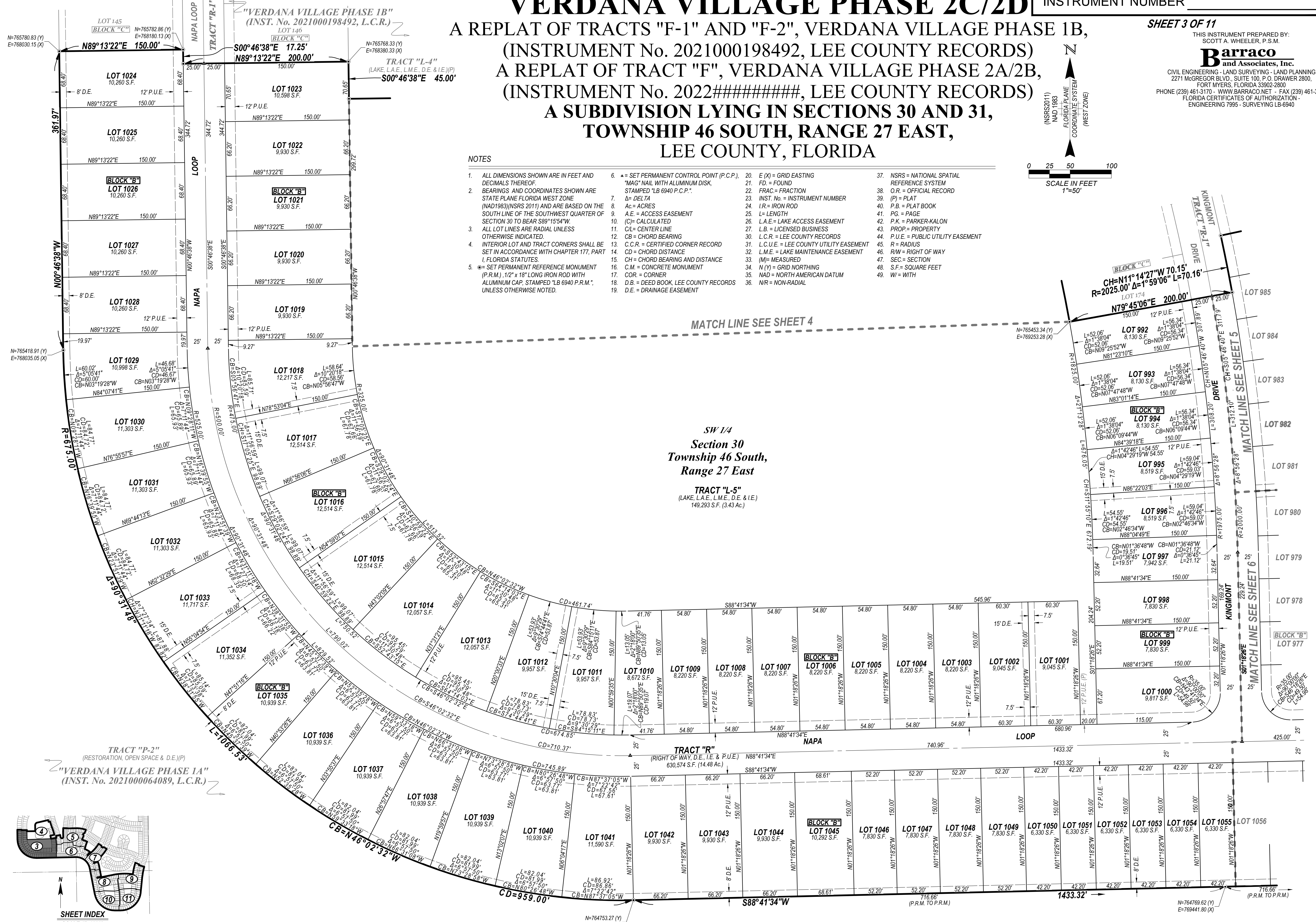
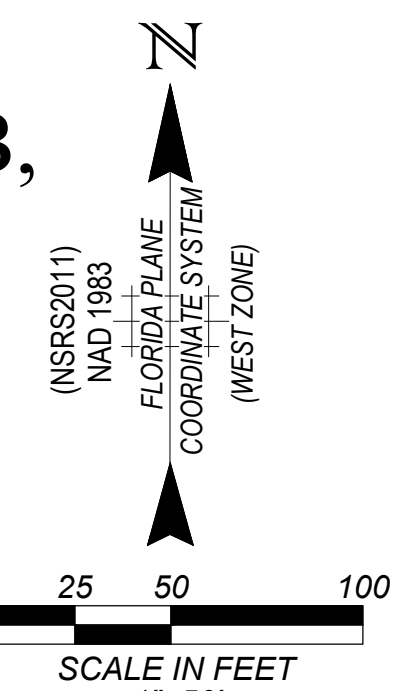
VERDANA VILLAGE PHASE 2C/2D

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SHEET 3 OF 11

THIS INSTRUMENT PREPARED BY:
 SCOTT A. WHEELER, P.S.M.
Barraco
 and Associates, Inc.
 CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
 2271 MCGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
 FORT MYERS, FLORIDA 33902-2800
 PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
 FLORIDA CERTIFICATES OF AUTHORIZATION -
 ENGINEERING 7995 - SURVEYING LB-6940



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SW 1/4
 Section 30
 Township 46 South,
 Range 27 East

TRACT "L-5"
 (LAKE, L.A.E., L.M.E., D.E. & I.E.)
 149,293 S.F. (3.43 Ac.)

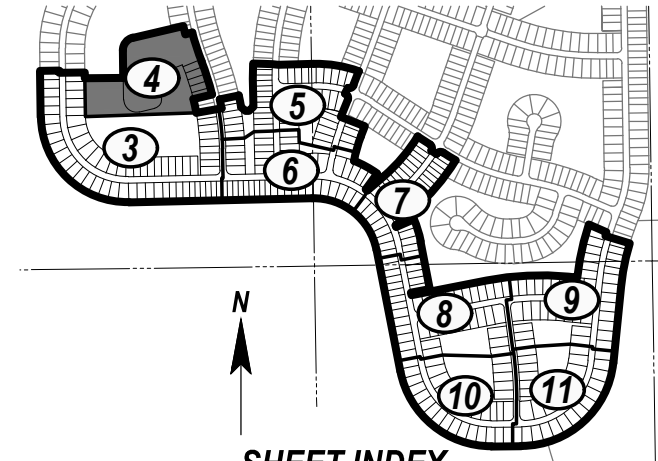


SHEET INDEX
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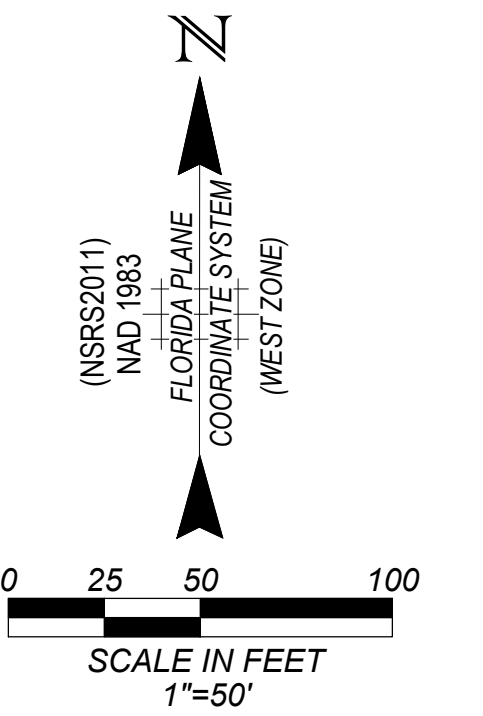
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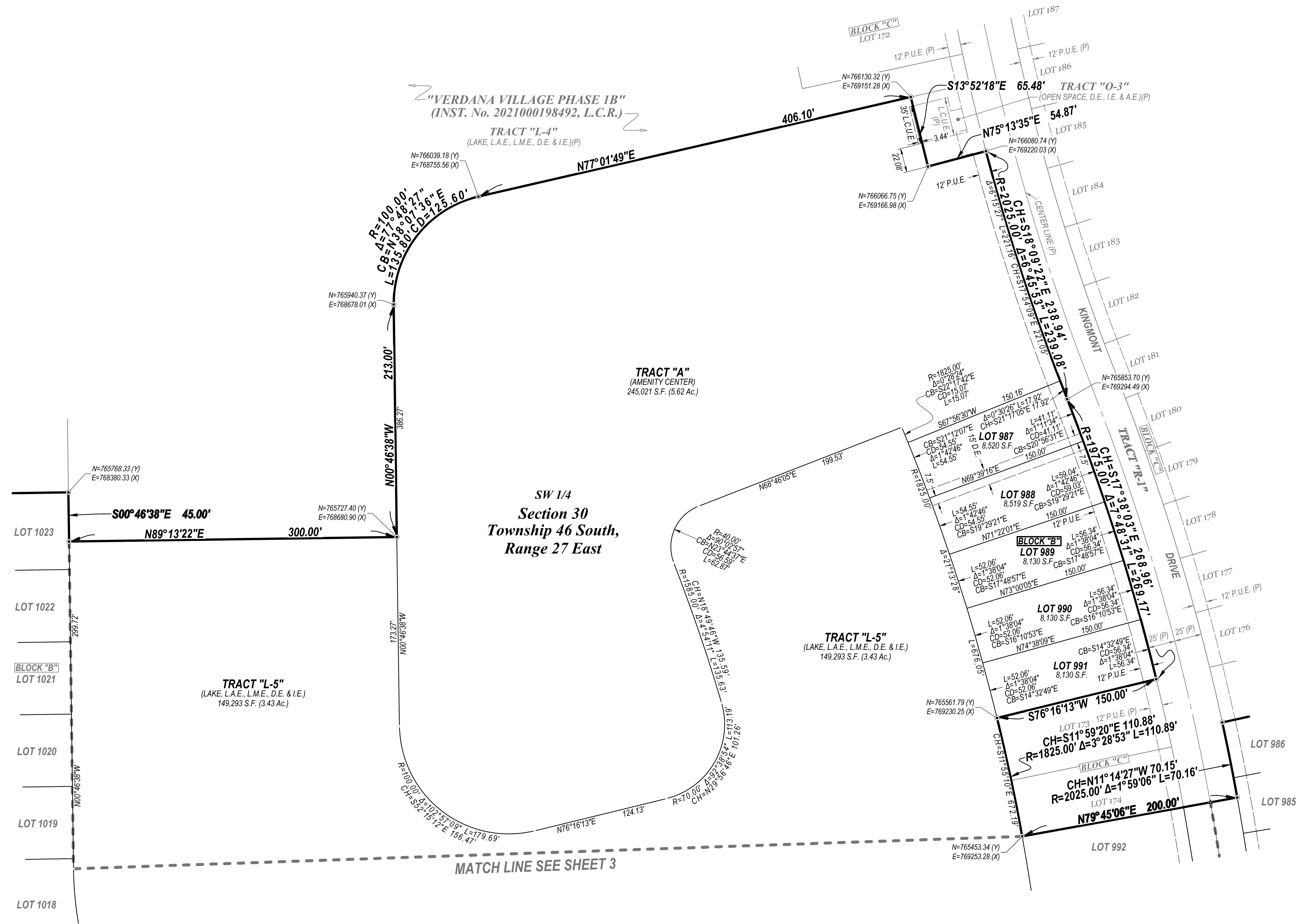


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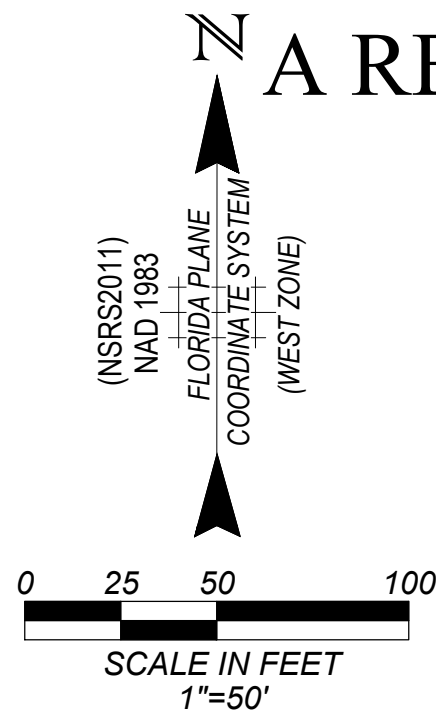
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- COURSE INFORMATION
- ① R=2025.00' Δ=3°07'09" L=110.24' CH=N00°15'09"E 110.23'
 - ② R=2000.00' Δ=3°05'10" L=107.73' CH=N00°14'09"E 107.72'
 - ③ R=1975.00' Δ=3°03'08" L=105.21' CH=S00°13'08"W 105.20'

VERDANA VILLAGE PHASE 2C/2D

INSTRUMENT NUMBER

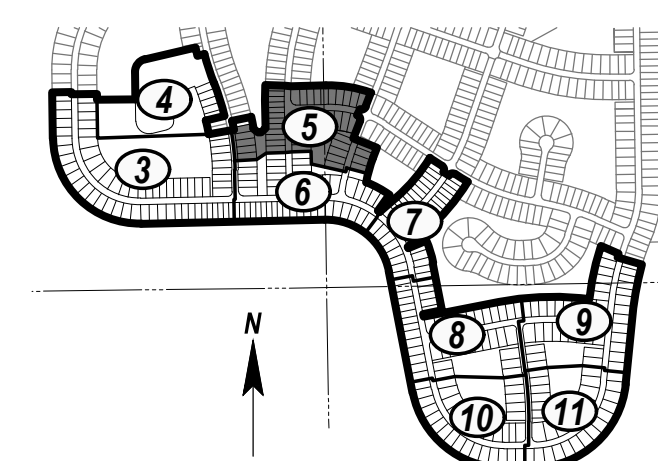
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SHEET 5 OF 11

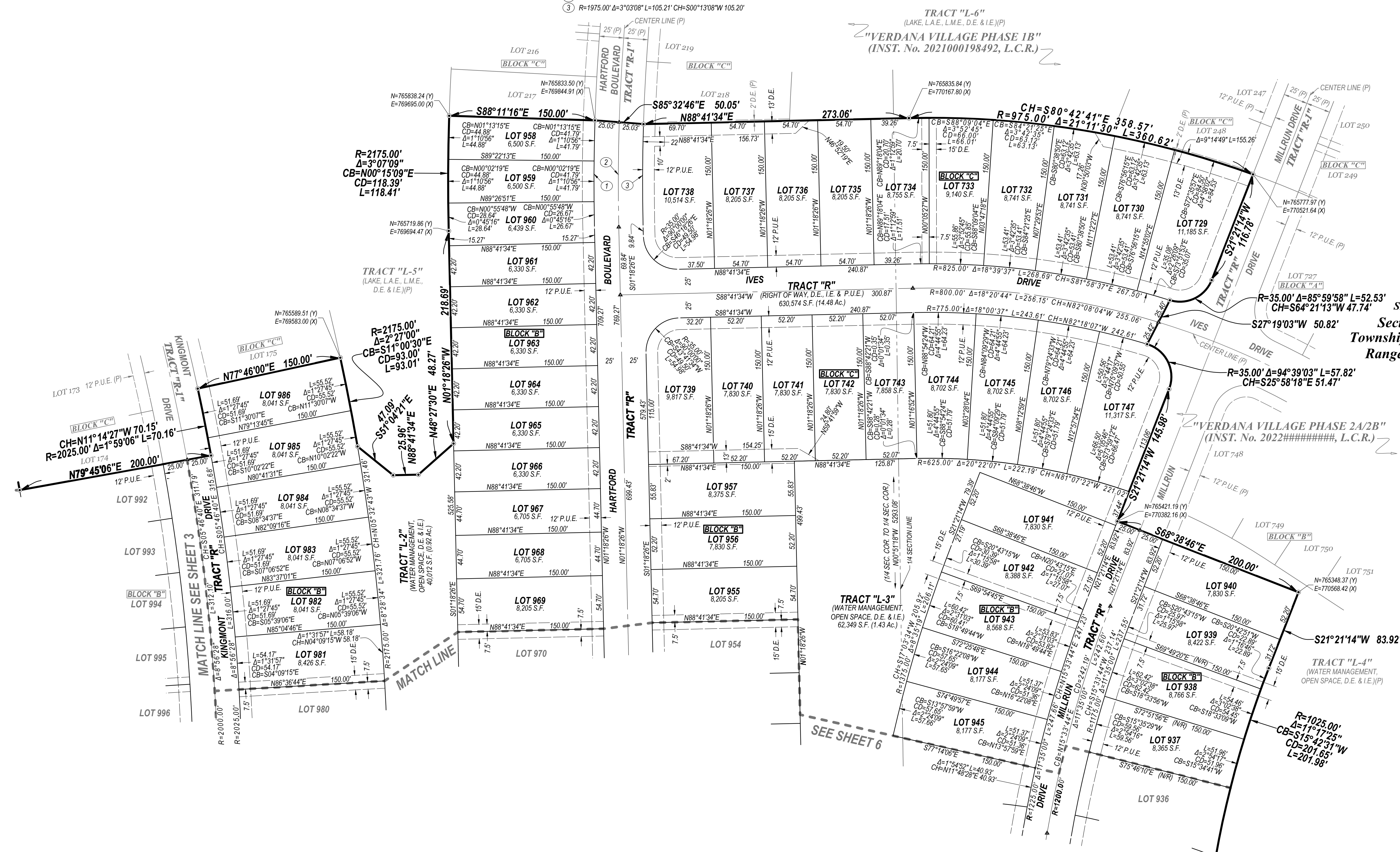
THIS INSTRUMENT PREPARED BY:
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CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
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SHEET INDEX
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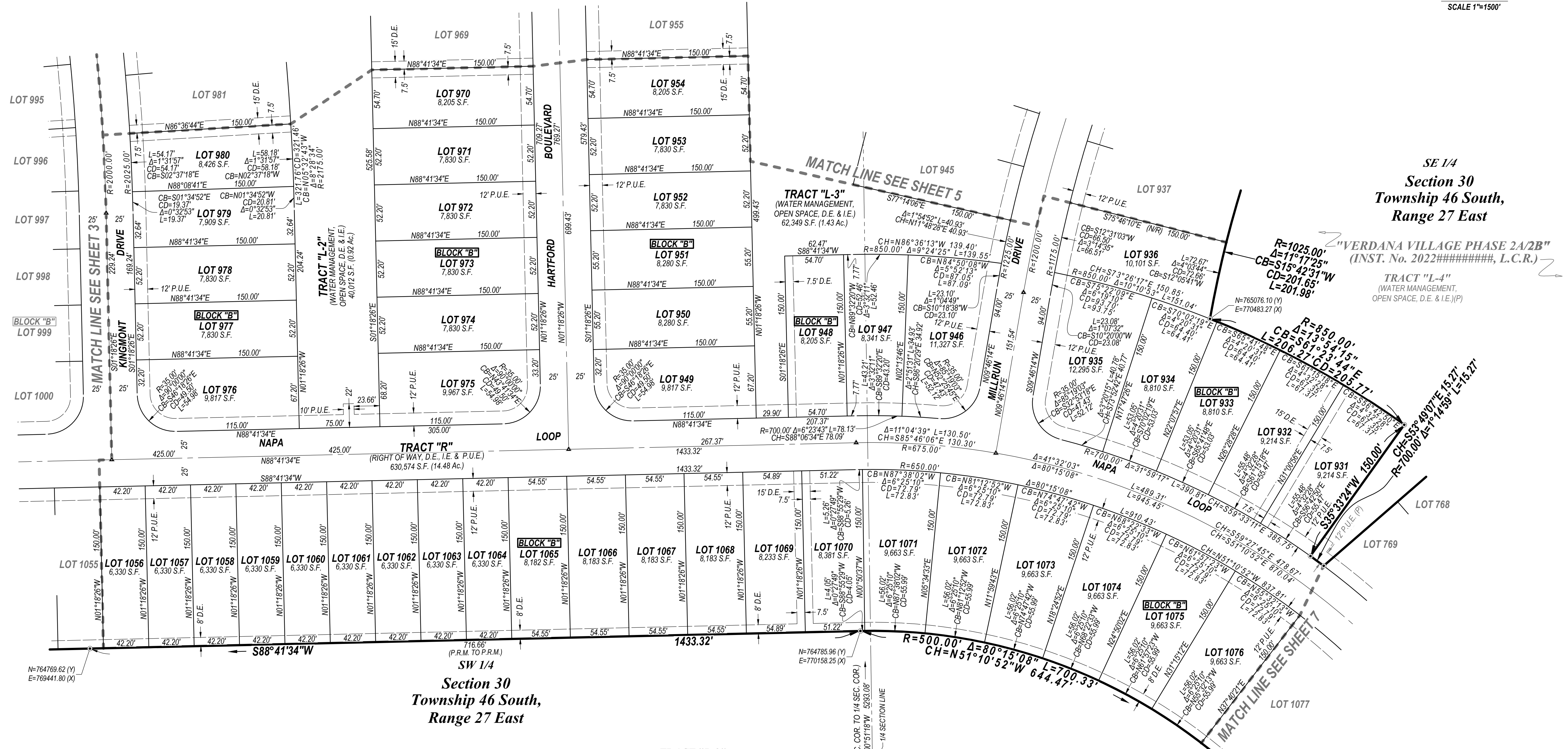
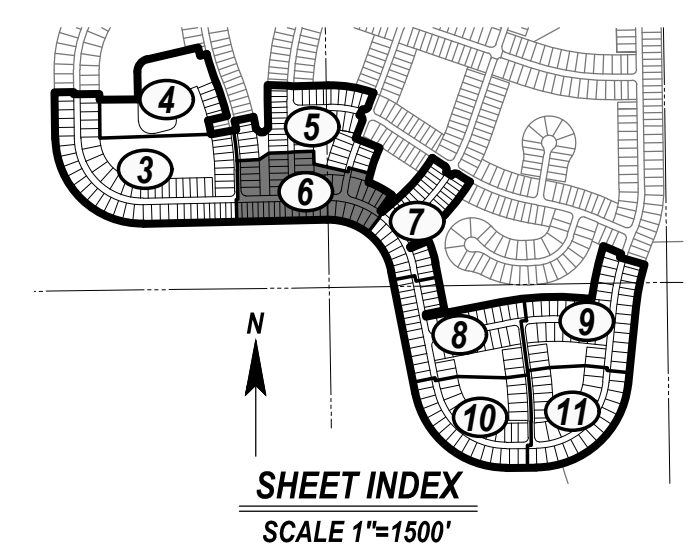
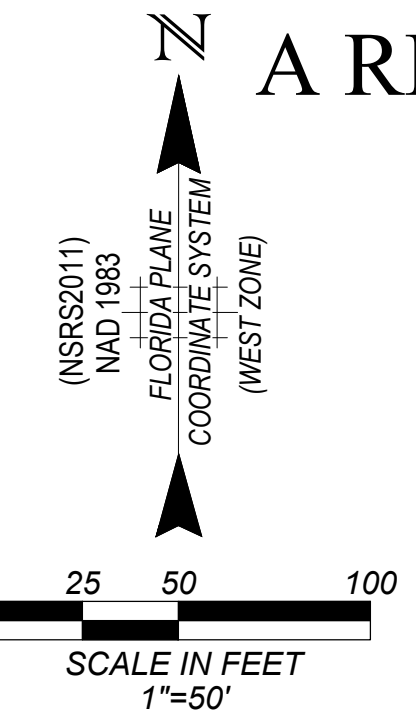
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SHEET 6 OF 11
THIS INSTRUMENT PREPARED BY:
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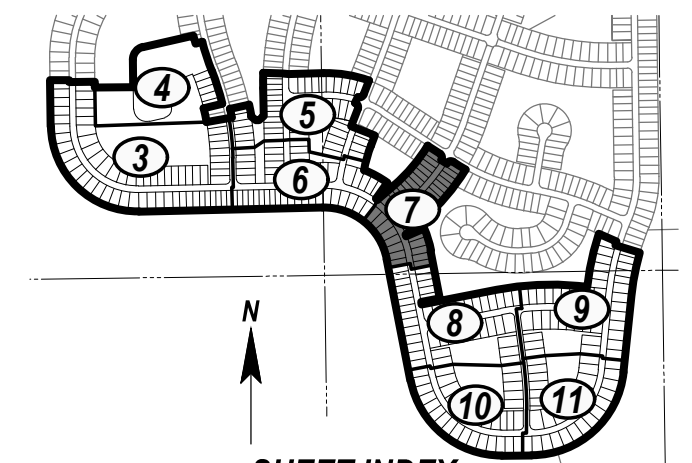


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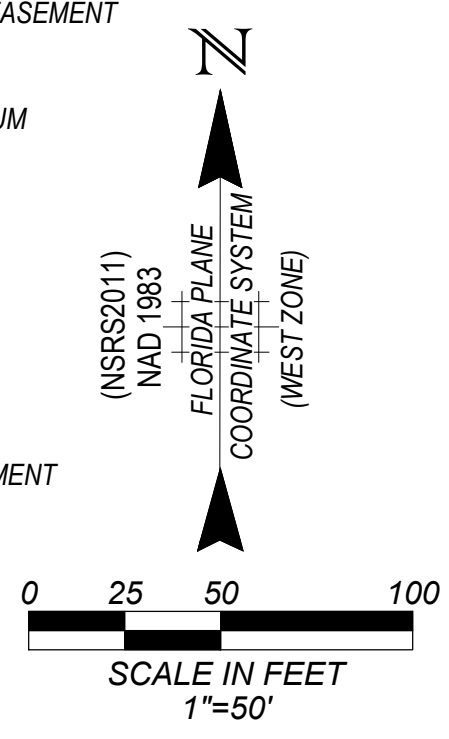
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SHEET INDEX
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COURSE INFORMATION

- ④ R=35.00' Δ=89°43'40" L=54.81' CH=S11°55'24"E 49.38'
- ⑤ S56°29'31"E 50.00'
- ⑥ R=35.00' Δ=90°46'13" L=55.45' CH=N78°20'39"E 49.83'

SE 1/4
Section 30
Township 46 South,
Range 27 East

TRACT "L-3"
(WATER MANAGEMENT,
OPEN SPACE, D.E. & I.E.) (P)

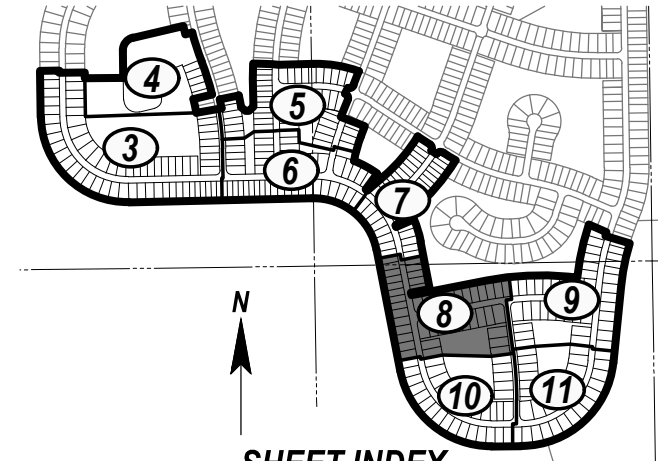
"VERDANA VILLAGE PHASE 2A/2B"
(INST. No. 2022#####, L.C.R.)

VERDANA VILLAGE PHASE 2C/2D

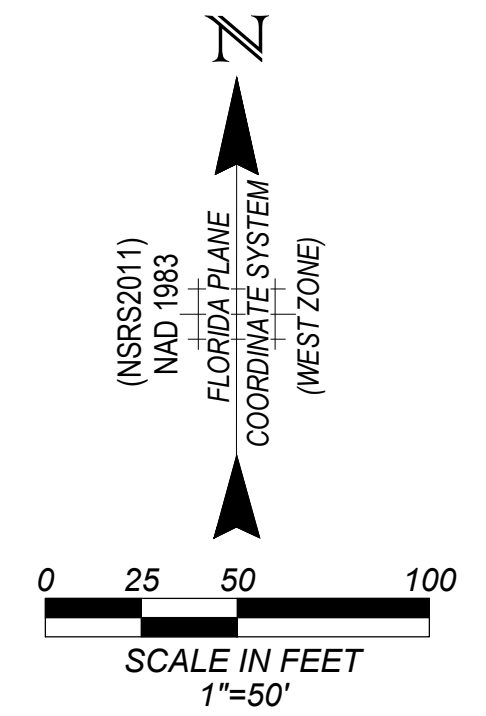
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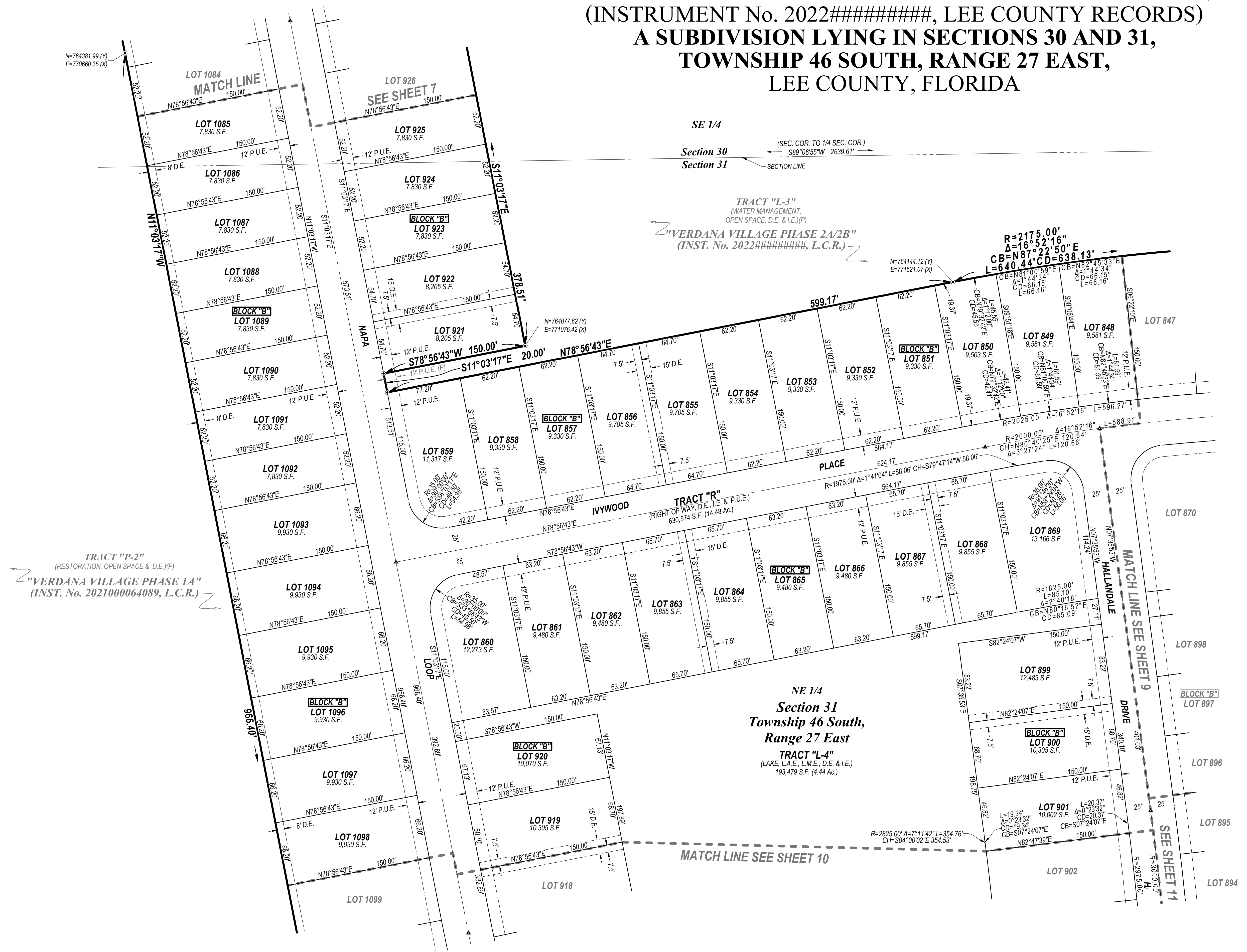


SHEET INDEX
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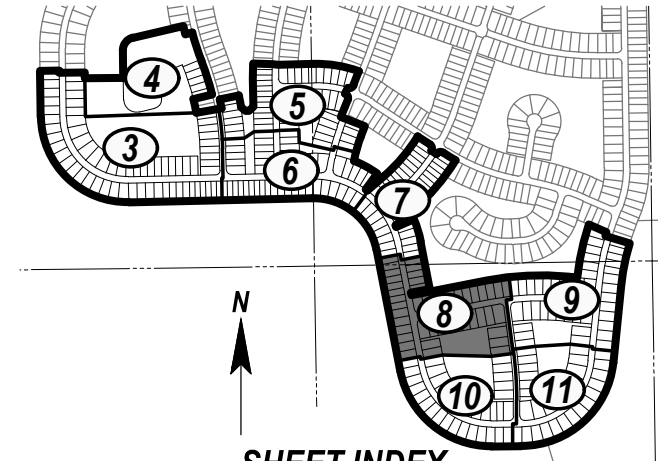
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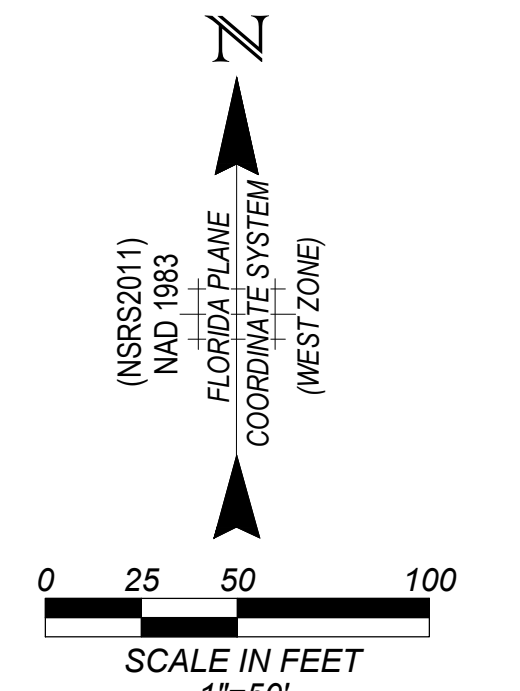
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 LEE COUNTY, FLORIDA

SHEET 9 OF 11

THIS INSTRUMENT PREPARED BY:
 SCOTT A. WHEELER, P.S.M.
Barraco
 and Associates, Inc.
 CIVIL ENGINEERING - LAND SURVEYING - LAND PLANNING
 2271 MCGREGOR BLVD., SUITE 100, P.O. DRAWER 2800,
 FORT MYERS, FLORIDA 33902-2800
 PHONE (239) 461-3170 - WWW.BARRACO.NET - FAX (239) 461-3169
 FLORIDA CERTIFICATES OF AUTHORIZATION -
 ENGINEERING 7995 - SURVEYING LB-6940

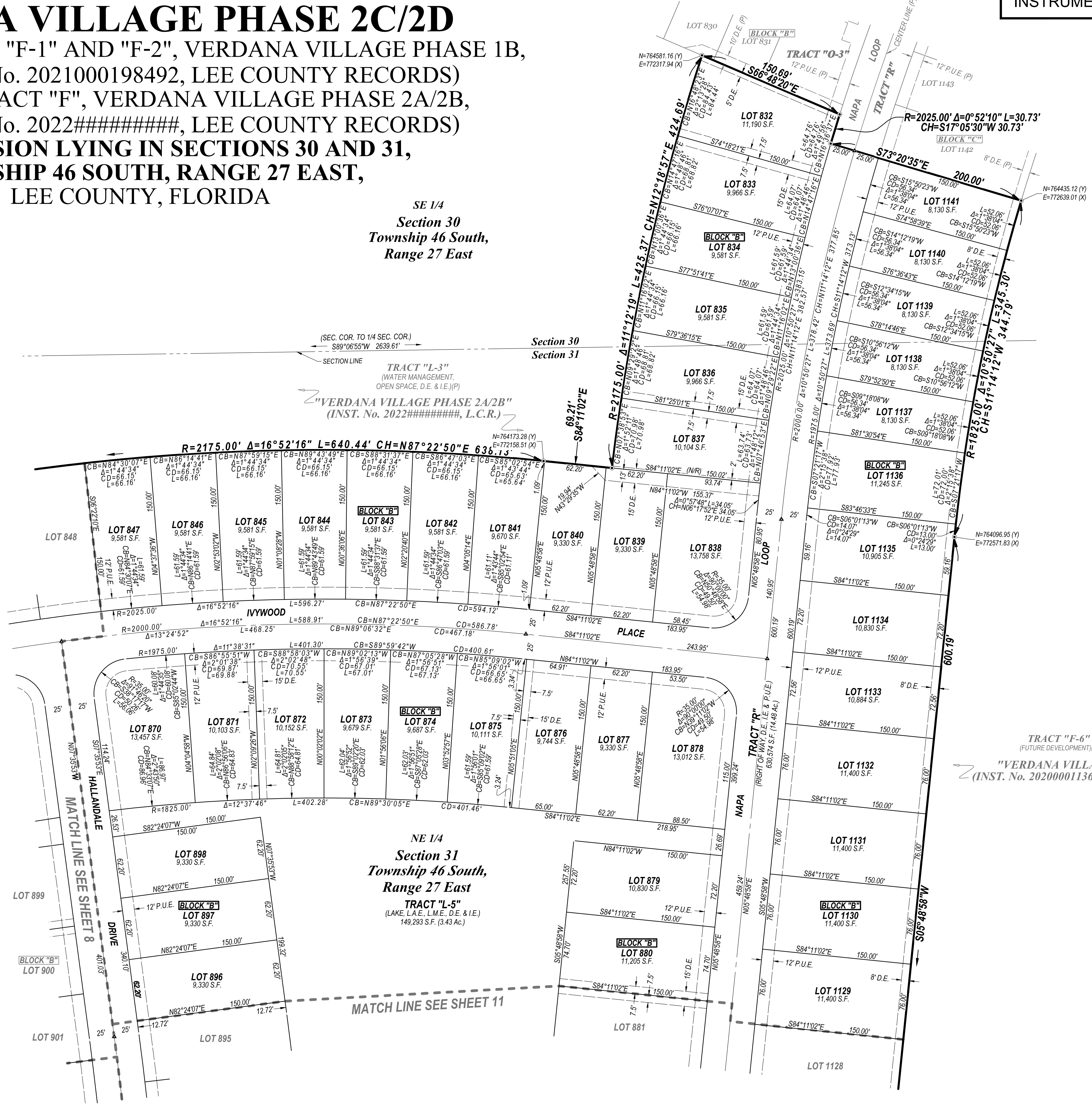


SCALE 1"=1500'



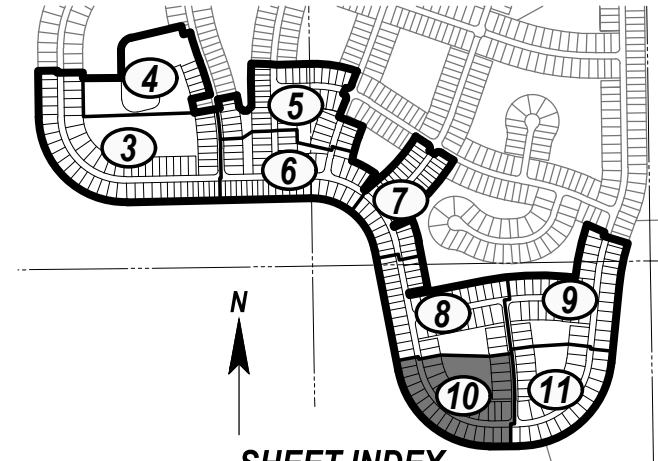
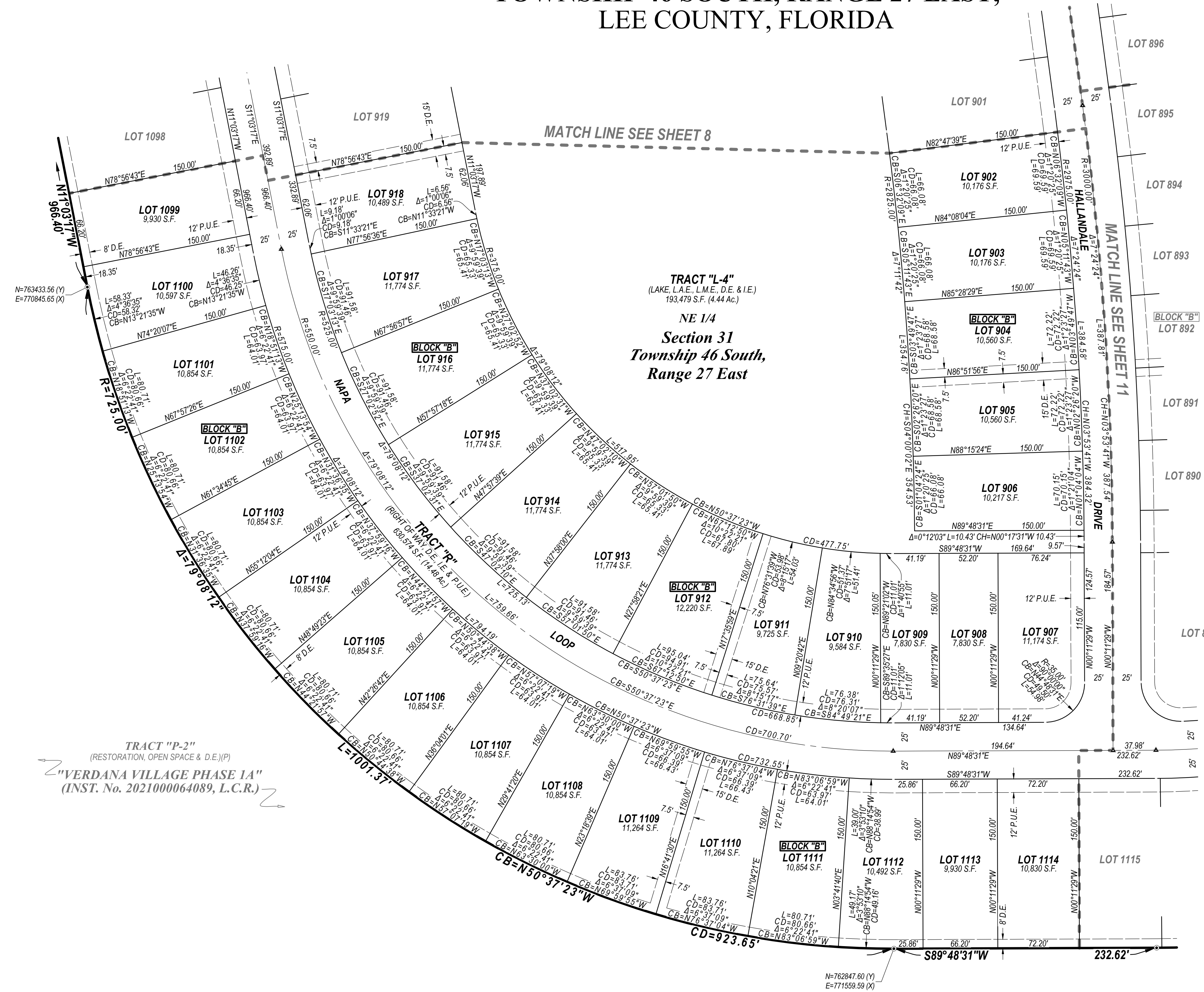
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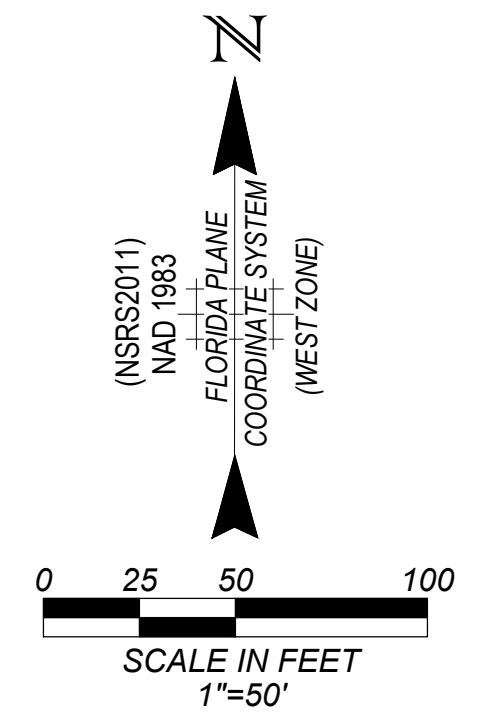


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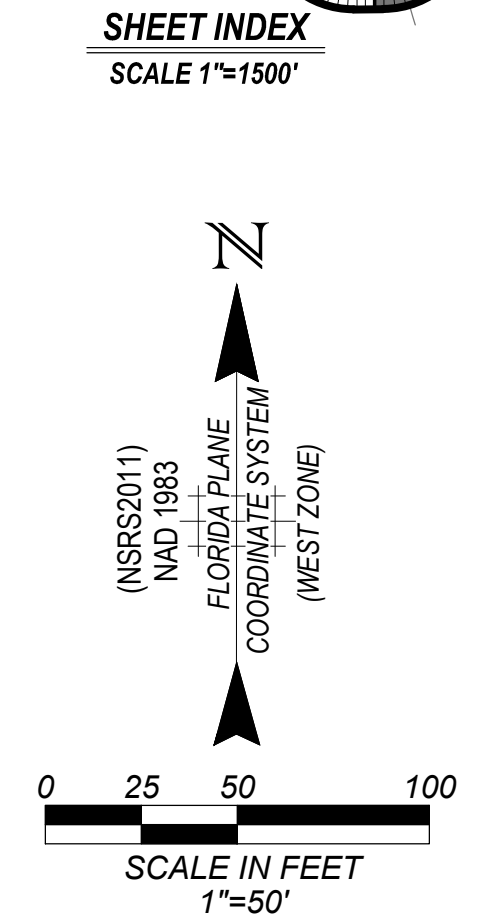
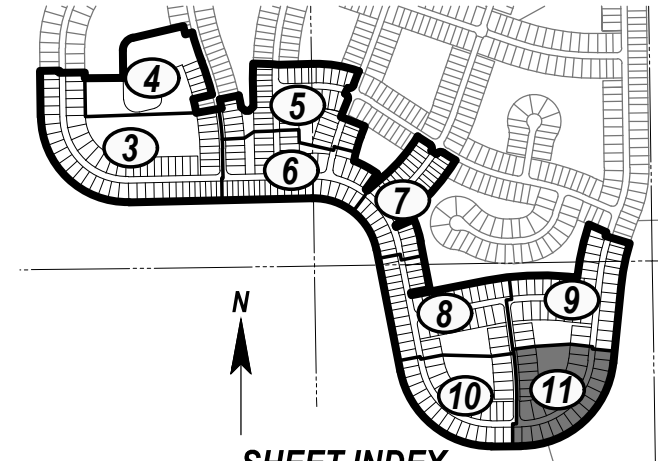
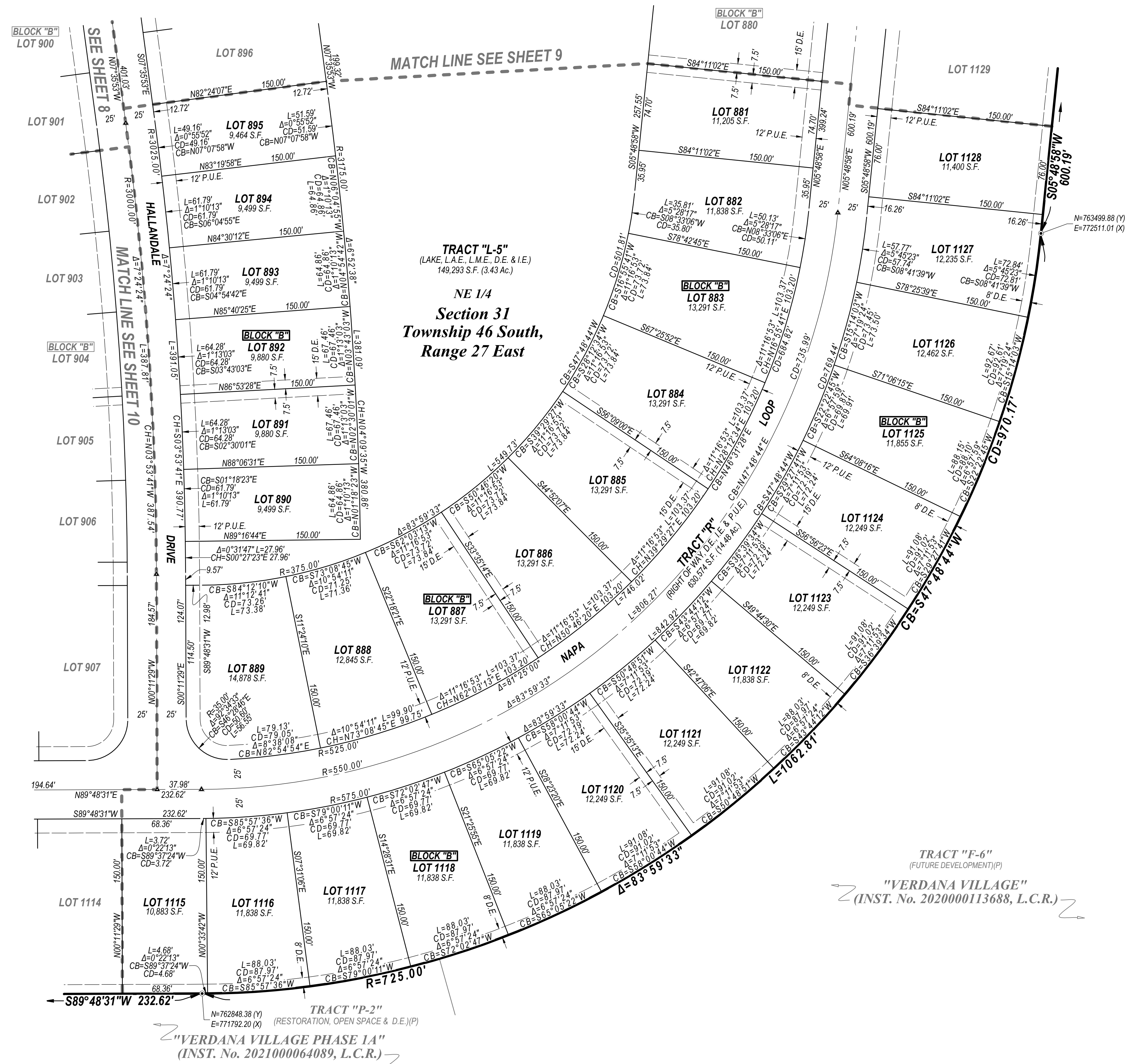
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D:\2021-00021\PLT\2021-00007

**V-DANA
COMMUNITY DEVELOPMENT DISTRICT**

August 17, 2022, Minutes of the Public Hearing and Regular Meeting

MINUTES OF THE PUBLIC HEARING AND REGULAR MEETING

The Public Hearing and Regular Meetings of the Board of Supervisors for the V-Dana Community Development District was held on **Wednesday, August 17, 2022, at 1:30 p.m.** at the Offices of Cameratta Companies located at 21101 Design Parc Ln., Suite #103, Estero, FL 33928.

1. CALL TO ORDER

Brian Lamb called the Public Hearing and Regular Meetings of the Board of Supervisors of the V-Dana Community Development District to order on **Wednesday, August 17, 2022, at 1:45 p.m.**

Board Members Present and Constituting a Quorum:

Anthony Cameratta	Vice-Chair
Joseph Cameratta	Chairman
Cheryl Smith	Supervisor

Staff Members Present:

Brian Lamb	District Manager, Inframark
Greg Urbancic	District Counsel, Coleman Yovanovich & Koester (via conference call)
Carl Barraco	District Engineer, Barraco & Associates
Ray Blacksmith	Cam Village Development, LLC

There were no other members of the public in attendance.

2. PUBLIC COMMENT ON AGENDA ITEMS

There were no public comments.

3. RECESS TO PUBLIC HEARING

Brian Lamb directed the Board to recess to Public Hearing.

4. PUBLIC HEARING ON ADOPTING FINAL FISCAL YEAR 2023 BUDGET

A. Open the Public Hearing on Adopting Final Fiscal Year 2023 Budget

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MOTION TO:	Open the Public Hearing.
MADE BY:	Supervisor Cameratta
SECONDED BY:	Supervisor Smith
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

55
56
57

B. Staff Presentation

58 Mr. Lamb made a presentation to the Board.

59

C. Public Comment

60

61 There were no public comments.

62

D. Consideration of Resolution 2022-03; Adopting Final Fiscal Year 2023 Budget

63

64 The Board reviewed and discussed the resolution.

65

66

67

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73

MOTION TO:	Approve Resolution 2022-03.
MADE BY:	Supervisor J. Cameratta
SECONDED BY:	Supervisor A. Cameratta
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

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E. Close the Public Hearing on Adopting Final Fiscal Year 2023 Budget

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MOTION TO:	Close the Public Hearing.
MADE BY:	Supervisor Cameratta
SECONDED BY:	Supervisor Smith
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

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88

5. RETURN AND PROCEED TO THE REGULAR MEETING

Mr. Lamb directed the Board to proceed to the regular meeting.

89 **6. BUSINESS ITEMS**
90 **A. Consideration of Resolution 2022-04; Acceptance of Responsibility for**
91 **Ownership Operation and Maintenance of Verdana Village Phase 2A/2B Plat**
92

93 Mr. Lamb discussed the resolution 2022-04 with the Board.
94

MOTION TO:	Approve the Resolution 2022-04.
MADE BY:	Supervisor A. Cameratta
SECONDED BY:	Supervisor Smith
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

101
102
103 **B. Acceptance of Warranty Deed - TPL-LAND-SUB, LLC**
104

105 Mr. Lamb discussed the acceptance of warranty deed with the Board.
106

MOTION TO:	Approve the Acceptance of Warranty Deed – TPL- LAND-SUB, LLC.
MADE BY:	Supervisor A. Cameratta
SECONDED BY:	Supervisor Smith
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

114
115
116 **C. Discussion on Construction Completion Certification (CCC) Partial Acceptance –**
117 **SFWMD**
118

119 Mr. Barraco discuss important information to the Board and explained that when the system was
120 completed the developer engineered the inspection and certified it to the South Water
121 Management District as complete and instructed for plan. The South Florida Water Management
122 District did review and issued a letter dated February 10th, 2022, accepting certification. Mr.
123 Barraco did a review of the system and found minor issue that were addressed by the developer.
124 Therefore, Mr. Barraco suggested the District to accept formal operation maintenance.
125

126 In acceptance of the certification by the Board, Mr. Barraco stated the next step on behalf of the
127 Board will be to go to South Florida Water Management District and process the proper forms.
128 Then transfer the operations of maintenance to the CDD and out of the developer possession.
129
130
131

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MOTION TO:	Approve and accept the Construction Completion Certification (CCC) Partial Acceptance – SFWMD
MADE BY:	Supervisor A. Cameratta
SECONDED BY:	Supervisor Smith
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

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D. Acceptance of Financial Report for Year Ended September 30, 2021

Mr. Lamb discussed the financial report for year-end of September 30, 2021, with the Board.

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MOTION TO:	Adopt the report and authorize the Chairman to sign and have management send associated documents.
MADE BY:	Supervisor A. Cameratta
SECONDED BY:	Supervisor Smith
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

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E. Consideration of Resolution 2022-05; Setting Fiscal Year 2023 Meeting Schedule

Mr. Lamb suggested that the Board decide for the October meeting to be changed to 12:30 P.M. due to conflicted time with other meetings.

157
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MOTION TO:	Approve Resolution 2022-05 amending to change the start time for meeting held on October to 12:30 pm as opposed to 1:30 pm.
MADE BY:	Supervisor A. Cameratta
SECONDED BY:	Supervisor Smith
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

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172

F. General Matters of the District

There were no discussions on general matters currently.

173 **7. CONSENT AGENDA**

- 174
175 **A. Consideration of Board of Supervisors Meeting Minutes June 03, 2022**
176 **B. Consideration of Operations and Maintenance Expenditures May 2022**
177 **B. Consideration of Operations and Maintenance Expenditures June 2022**
178 **B. Consideration of Operations and Maintenance Expenditures July 2022**
179 **C. Review of Financial Statements Month Ending July 31, 2022**

180
181 The Board reviewed the Consent Agenda items.
182

183	MOTION TO:	Approve the Consent Agenda A-C.
184	MADE BY:	Supervisor J. Cameratta
185	SECONDED BY:	Supervisor A. Cameratta
186	DISCUSSION:	None further
187	RESULT:	Called to Vote: Motion PASSED
188		3/0 - Motion Passed Unanimously

189
190 **8. VENDOR AND STAFF REPORTS**

191 **A. District Engineer**

192
193 There were no reports on behalf of the District Engineer at this time.
194

195 **B. District Counsel**

196
197 Mr. Urbancic stated that the deed that was previously approved on the agenda has been recorded
198 and management has a copy of it.
199

200 **C. District Manager**

201
202 There were no reports on behalf of the District Manager at this time.
203

204 **9. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**

205
206 There were no supervisor requests or audience comments.
207

208 **10. ADJOURNMENT**

210	MOTION TO:	Adjourn.
211	MADE BY:	Supervisor A. Cameratta
212	SECONDED BY:	Supervisor Smith
213	DISCUSSION:	None further
214	RESULT:	Called to Vote: Motion PASSED
215		3/0 - Motion Passed Unanimously

216
217 **Please note the entire meeting is available on disc.*

218
219 **These minutes were done in summary format.*

220
221 **Each person who decides to appeal any decision made by the Board with respect to any matter*
222 *considered at the meeting is advised that person may need to ensure that a verbatim record of*
223 *the proceedings is made, including the testimony and evidence upon which such appeal is to be*
224 *based.*

225
226 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly**
227 **noticed meeting held on _____.**

228
229
230 _____

231 **Signature**

231 **Signature**

232
233 _____

234 **Printed Name**

234 **Printed Name**

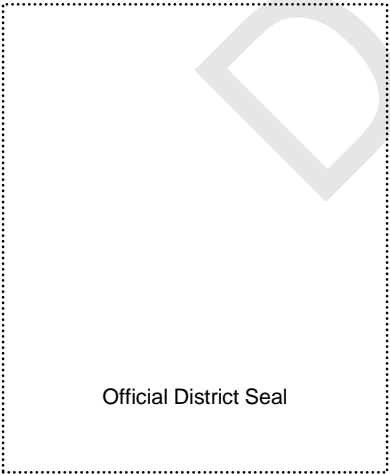
235
236 **Title:**
237 **Secretary**
238 **Assistant Secretary**

235
236 **Title:**
237 **Chairman**
238 **Vice Chairman**

239
240
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242
243 *Recorded by Records Administrator*

244
245
246
247 _____
248 *Signature*

249
250 _____
Date



Official District Seal

**VDana Community Development District
Summary of Operations and Maintenance Invoices**

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Monthly Contract Sub-Total		\$ 0.00		
Variable Contract				
Variable Contract Sub-Total		\$ 0.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Barraco & Associates	24311	\$ 6,912.50		Miscellaneous Professional Services - 07/20/22
Coleman, Yovanovich & Koester, P.A.	16510 001M 19	420.00		Professional Service - Thru 07/26/22
Coleman, Yovanovich & Koester, P.A.	16510 001M 20	927.50	\$ 1,347.50	Professional Service - Thru 08/10/22
Grau & Associates	23055	0.00		Audit FYE 09/30/2021
The News-Press	4819002	680.96		Advertising Services - 07/20/22-07/27/22
Regular Services Sub-Total		\$ 8,940.96		
Additional Services				
Additional Services Sub-Total		\$ 0.00		
TOTAL:		\$ 8,940.96		

Approved (with any necessary revisions noted):

**VDana Community Development District
Summary of Operations and Maintenance Invoices**

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
---------------	-----------------------------------	---------------	-------------------------	-----------------------------

Signature

Printed Name

Title (check one):

Chairman Vice Chairman Assistant Secretary

Barraco & Associates, Inc.
 2271 McGregor Boulevard, Suite 100
 Fort Myers, FL 33901

Meritus Corp
 2005 Pan Am Circle, Suite 120
 Tampa, FL 33607

Invoice number 24311
 Date 07/20/2022

Project 23889 V Dana CDD

Description	Contract Amount	Percent Complete	Billed To Date	Less Previous Billing	Amount Due This Billing
01 Miscellaneous Professional Services	0.00	0.00	27,550.00	25,137.50	2,412.50
02 Board of Supervisors Meetings	0.00	0.00	860.00	860.00	0.00
03 Legal Description AA3	0.00	0.00	1,305.00	1,305.00	0.00
04 Engineer's Report Supplement 1	0.00	0.00	10,592.50	10,592.50	0.00
05 Reimbursables	0.00	0.00	8.59	8.59	0.00
06 Cost of Issuance	6,500.00	6.62	430.00	430.00	0.00
07 Engineer's Report Supplement 2	0.00	0.00	7,080.00	7,080.00	0.00
WO 1 Stormwater Needs Analysis Assistance	6,000.00	75.00	4,500.00	0.00	4,500.00
Total	12,500.00	418.61	52,326.09	45,413.59	6,912.50

303
 51300
 VM

01 Miscellaneous Professional Services

	Hours	Rate	Billed Amount
Project Manager	10.00	130.00	1,300.00
<i>Pay Req AA1-2021-11</i>			
<i>Pay Req AA1-2021-12</i>			
Senior Professional Engineer	0.50	225.00	112.50
<i>Prepare for and attend June BOS meeting.</i>			
Principal Professional Engineer	4.00	250.00	1,000.00
<i>Pay Req AA1-2021-11</i>			
<i>Review and process PR AA1 2021-12</i>			
subtotal	14.50		2,412.50
Phase subtotal			2,412.50
Invoice total			6,912.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
24109	05/31/2022	2,967.50		2,967.50			
24311	07/20/2022	6,912.50	6,912.50				
Total		9,880.00	6,912.50	2,967.50	0.00	0.00	0.00

REC
 07/25/2022

Coleman, Yovanovich & Koester, P.A.
 Northern Trust Bank Building
 4001 Tamiami Trail North, Suite 300
 Naples, Florida 34103-3556
 Telephone: (239) 435-3535
 Fax: (239) 435-1218

Page: 1
 July 26, 2022

File No: 16510-001M
 Statement No: 19

V-Dana CDD
 c/o Meritus Corp.
 Brian Lamb, District Manager
 2005 Pan Am Circle, Suite 120
 Tampa FL 33607

Attn: Teresa Farlow

Gen Rep

Handwritten signature: 2/27 5/14/20 [unclear]

SENT VIA EMAIL TO: teresa.farlow@merituscorp.com and
Alexandra.wolfe@merituscorp.com

	Previous Balance		\$122.50
		<u>Fees</u>	
06/03/2022	GLU	Review agenda and prepare for Board of Supervisors meeting; Participation in Board of Supervisors meeting	175.00
06/13/2022	GLU	Review email correspondence from Vinnette Hall on audit response request; Review letter; Internal review; Draft audit response letter	210.00
06/20/2022	GLU	Review and respond to email correspondence from Alyssa Altenhofen on cost-sharing agreement; Draft email correspondence to Manager for records	<u>35.00</u>
		Professional Fees through 07/26/2022	420.00
		Total Current Work	420.00
		Balance Due (includes previous balance, if any)	<u>\$542.50</u>

Coleman, Yovanovich & Koester, P.A.
 Northern Trust Bank Building
 4001 Tamiami Trail North, Suite 300
 Naples, Florida 34103-3556
 Telephone: (239) 435-3535
 Fax: (239) 435-1218

Page: 1
 August 11, 2022

File No: 16510-001M
 Statement No: 20

V-Dana CDD
 c/o Meritus Corp.
 Brian Lamb, District Manager
 2005 Pan Am Circle, Suite 120
 Tampa FL 33607

Attn: Teresa Farlow

Gen Rep

Handwritten notes:
 3107
 3103
 6120
 [Signature]

SENT VIA EMAIL TO: teresa.farlow@merituscorp.com and
Alexandra.wolfe@merituscorp.com

	Previous Balance		\$542.50
		<u>Fees</u>	
07/08/2022	GLU	Review and respond to email correspondence from Ray Blacksmith on land transfer; Initial review of back-up; Exchange email correspondence with Brian Lamb; Draft email correspondence to Carl Baracco	105.00
07/11/2022	GLU	Review and respond to email correspondence from Vinnette Hall on request from auditor on update	70.00
07/16/2022	GLU	Review and respond to email correspondence from Carl Barraco regarding parcel transfer; Review back-up from Ray Blacksmith on transfer; Review and revise proposed deed.	262.50
07/18/2022	GLU	Review and respond to email correspondence from Brittany Crutchfield on notice for budget meeting; Review and revise same; Review and respond to email correspondence from Ray Blacksmith on Phase 2A/2B Resolution; Review and comment on resolution and update same; Brief review of plat; Draft email correspondence to Brittany Crutchfield on items for the agenda	437.50
07/19/2022	GLU	Review email correspondence from Carl Barraco on permits for SFWMD; Draft email correspondence to Brittany Crutchfield on same.	70.00
07/26/2022	GLU	Review email correspondence from Tony Cameratta and Brian Lamb on permitting; Draft email correspondence to Brittany Crutchfield; Review email correspondence from Ray Blacksmith on recorded documents	105.00
		Professional Fees through 08/11/2022	1,050.00
		Total Current Work	1,050.00
		<u>Payments</u>	
		Total Payments Through 08/10/2022	-665.00

V-Dana CDD

Gen Rep

Page: 2
August 11, 2022
File No: 16510-001M
Statement No: 20

Balance Due (includes previous balance, if any)

\$927.50

Grau and Associates

951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

*V-Dana Community Development District
2005 Pan Am Circle, Suite 300
Tampa, FL 33607*

Invoice No. 23055
Date 08/03/2022


SERVICE	AMOUNT
Audit FYE 09/30/2021	\$ <u>0.00</u>
Current Amount Due	\$ <u>0.00</u>

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
0.00	0.00	0.00	0.00	0.00	0.00

Payment due upon receipt.



The News-Press
Media Group

ACCOUNT NAME		ACCOUNT #	PAGE #
V-Dana Community Development District		434366	1 of 1
INVOICE #	BILLING PERIOD	PAYMENT DUE DATE	
0004819002	Jul 1- Jul 31, 2022	August 20, 2022	
PREPAY (Memo Info)	UNAPPLIED (Included in amt due)	TOTAL AMOUNT DUE	
\$0.00	\$0.00	\$904.36	
BILLING ACCOUNT NAME AND ADDRESS		BILLING INQUIRIES/ADDRESS CHANGES	FEDERAL ID
V-Dana Community Development District 2005 Pan Am Cir. Ste. 300 Tampa, FL 33607-6008 		1-877-736-7612 or smb@ccc.gannett.com	47-2493274
<p>Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited. All funds payable in US dollars.</p>			

00004343660000000000000048190020009043610269

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number: 0000002702.

Date	Description	Amount
7/1/22	Balance Forward	\$223.40

Package Advertising:

Start-End Date	Description	PO Number	Package Cost
7/20/22-7/27/22	0005341673 V-DANA COMMUNITY DE		\$680.96

4801 6130 H 2022 3 8 2022

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT



The News-Press
Media Group

ACCOUNT NAME		PAYMENT DUE DATE		AMOUNT PAID		
V-Dana Community Development District		August 20, 2022				
ACCOUNT NUMBER		INVOICE NUMBER				
434366		0004819002				
CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL AMOUNT DUE
\$680.96	\$0.00	\$223.40	\$0.00	\$0.00	\$0.00	\$904.36

REMITTANCE ADDRESS (Include Account# & Invoice# on check)

News-Press Media Group
P O Box 677583
Dallas, TX 75267-7583

TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:

VISA MASTERCARD DISCOVER AMEX

Card Number _____

Exp Date ____/____/____ CWV Code _____

Signature _____ Date _____

00004343660000000000000048190020009043610269

**VDana Community Development District
Summary of Operations and Maintenance Invoices**

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Monthly Contract Sub-Total		\$ 0.00		
Variable Contract				
Variable Contract Sub-Total		\$ 0.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Coleman, Yovanovich & Koester, P.A.	16510 001M 21	\$ 297.50		Professional Service - Thru 09/12/22
Coleman, Yovanovich & Koester, P.A.	16510 004M 18	1,050.00	\$ 1,347.50	Professional Service - Thru 09/12/22
The News-Press	4894636	680.96		Ad Service - 08/01/22
Regular Services Sub-Total		\$ 2,028.46		
Additional Services				
Barraco & Associates	24708	\$ 9,180.00		Professional Engineer - 09/02/22
Additional Services Sub-Total		\$ 9,180.00		
TOTAL:		\$ 11,208.46		

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

**VDana Community Development District
Summary of Operations and Maintenance Invoices**

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
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Chairman Vice Chairman Assistant Secretary

Coleman, Yovanovich & Koester, P.A.
Northern Trust Bank Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103-3556
Telephone: (239) 435-3535
Fax: (239) 435-1218

V-Dana CDD
c/o Meritus Corp.
Brian Lamb, District Manager
2005 Pan Am Circle, Suite 120
Tampa FL 33607

Attn: Teresa Farlow

Gen Rep

Page: 1
September 12, 2022
File No: 16510-001M
Statement No: 21

SENT VIA EMAIL TO: teresa.farlow@merituscorp.com and
Alexandra.wolfe@merituscorp.com

	Previous Balance		\$927.50
		<u>Fees</u>	
08/05/2022	GLU	Review email correspondence from Ray Blacksmith on conveyance documents	35.00
08/17/2022	GLU	Review agenda for Board of Supervisors meeting; Participation in Board of Supervisors meeting; Conference call with staff upcoming District issues	<u>262.50</u>
		Professional Fees through 09/12/2022	297.50
		Total Current Work	297.50
		<u>Payments</u>	
		Total Payments Through 09/12/2022	-927.50
		Balance Due (includes previous balance, if any)	<u>\$297.50</u>

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3107

Coleman, Yovanovich & Koester, P.A.
Northern Trust Bank Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103-3556
Telephone: (239) 435-3535
Fax: (239) 435-1218

V-Dana CDD
c/o Meritus Corp.
Brian Lamb, District Manager
2005 Pan Am Circle, Suite 120
Tampa FL 33607

Page: 1
September 12, 2022
File No: 16510-004M
Statement No: 18

Attn: Teresa Farlow

Requisition

SENT VIA EMAIL TO: teresa.farlow@merituscorp.com and
Alexandra.wolfe@merituscorp.com

	Previous Balance		\$2,100.00
		<u>Fees</u>	
08/27/2022	GLU	Review email correspondence from Erik Peterson; Initial work on requisitions	175.00
08/28/2022	GLU	Review back-up and work on requisition documents for 2020-16, 2021-13 and 2021-14	875.00
		Professional Fees through 09/12/2022	1,050.00
		Total Current Work	1,050.00
		Balance Due (includes previous balance, if any)	<u>\$3,150.00</u>


51400
3107


77 9/13/22



The News-Press
Media Group

Received
SEP 16 2022

ACCOUNT NAME V-Dana Community Development District		ACCOUNT # 434366	PAGE # 1 of 1
STATEMENT # 0004894636	BILLING PERIOD Aug 1- Aug 31, 2022	PAYMENT DUE DATE September 20, 2022	
PREPAY (Memo Info) \$0.00	UNAPPLIED (included in amt due) \$0.00	TOTAL AMOUNT DUE \$680.96	
BILLING ACCOUNT NAME AND ADDRESS		BILLING INQUIRIES/ADDRESS CHANGES	FEDERAL ID
V-Dana Community Development District 2005 Pan Am Cir. Ste. 300 Tampa, FL 33607-6008 		1-877-736-7612 or smb@ccc.gannett.com	47-2493274
		Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited. All funds payable in US dollars.	

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To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number: 0000002702.

Date	Description	Amount
8/1/22	Balance Forward	\$904.36
8/3/22	PAYMENT - THANK YOU	-\$223.40

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT



ACCOUNT NAME V-Dana Community Development District		PAYMENT DUE DATE September 20, 2022		AMOUNT PAID		
ACCOUNT NUMBER 434366		STATEMENT NUMBER 0004894636				
CURRENT DUE \$0.00	30 DAYS PAST DUE \$680.96	60 DAYS PAST DUE \$0.00	90 DAYS PAST DUE \$0.00	120+ DAYS PAST DUE \$0.00	UNAPPLIED PAYMENTS \$0.00	TOTAL AMOUNT DUE \$680.96

REMITTANCE ADDRESS (Include Account# & Invoice# on check)

News-Press Media Group
P O Box 677583
Dallas, TX 75267-7583

TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:

VISA MASTERCARD DISCOVER AMEX

Card Number _____

Exp Date ____/____/____ CVV Code _____

Signature _____ Date _____

0000434366000000000000000048946360006809610263

Barraco & Associates, Inc.
 2271 McGregor Boulevard, Suite 100
 Fort Myers, FL 33901

Received
 SEP 06 2022

51300
 3103

Meritus Corp
 2005 Pan Am Circle, Suite 120
 Tampa, FL 33607

Invoice number 24708
 Date 09/02/2022

Project 23889 V Dana CDD

Description	Contract Amount	Percent Complete	Billed To Date	Less Previous Billing	Amount Due This Billing
01 Miscellaneous Professional Services	0.00	0.00	35,980.00	27,550.00	8,430.00
02 Board of Superviors Meetings	0.00	0.00	1,610.00	860.00	750.00
03 Legal Description AA3	0.00	0.00	1,305.00	1,305.00	0.00
04 Engineer's Report Supplement 1	0.00	0.00	10,592.50	10,592.50	0.00
05 Reimbursables	0.00	0.00	8.59	8.59	0.00
06 Cost of Issuance	6,500.00	6.62	430.00	430.00	0.00
07 Engineer's Report Supplement 2	0.00	0.00	7,080.00	7,080.00	0.00
WO 1 Stormwater Needs Analysis Assistance	6,000.00	75.00	4,500.00	4,500.00	0.00
Total	12,500.00	492.05	61,506.09	52,326.09	9,180.00

01 Miscellaneous Professional Services

	Hours	Rate	Billed Amount
Project Manager	52.00	130.00	6,760.00
<i>Pay Req AA1-2020-16 and Retainage Pay Req</i>			
<i>Pay Req AA1-2020-13</i>			
<i>Pay Req AA1-2020-16</i>			
<i>ERP Transfer</i>			
<i>Pay Req AA1-2021-14</i>			
Senior Construction Observer	3.50	120.00	420.00
<i>Final review of surface water management system for transfer to CDD.</i>			
Principal Professional Engineer	5.00	250.00	1,250.00
<i>Prepare to recommend CDD acceptance of a portion of the SWMS.</i>			
<i>Review and process Pay Requisitions AA1-2020 13, 14 and 16.</i>			
subtotal	60.50		8,430.00
Phase subtotal			8,430.00

02 Board of Superviors Meetings

	Hours	Rate	Billed Amount
Principal Professional Engineer	3.00	250.00	750.00
<i>Prepare for and attend BOS meeting.</i>			

Invoice total **9,180.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
24708	09/02/2022	9,180.00	9,180.00				

9/16/20

V-Dana Community Development District

Financial Statements
(Unaudited)

Period Ending
September 30, 2022



Inframark LLC
2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

V-Dana CDD
Balance Sheet
As of 9/30/2022

(In Whole Numbers)

	General Fund	Debt Service Fund - Series 2020	Debt Service Fund - Series 2021	Capital Projects Fund - Series 2020	Capital Projects Fund - Series 2021	General Fixed Assets	General Long- Term Debt	Total
Assets								
Cash-Operating Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cash-Busey Operating Account	4,442.00	0.00	0.00	0.00	0.00	0.00	0.00	4,442.00
Investment - Revenue 2020 (2000)	0.00	344,800.00	0.00	0.00	0.00	0.00	0.00	344,800.00
Investment - Interest 2020 (2001)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Investment - Reserve 2020 (2003)	0.00	480,500.00	0.00	0.00	0.00	0.00	0.00	480,500.00
Investment - Acquisition & Construction 2020 (2005)	0.00	0.00	0.00	(1,240,458.00)	0.00	0.00	0.00	(1,240,458.00)
Investment - Cost of Issuance 2020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Investment - Sinking Fund Series 2020 (2002)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Investment - Revenue 2021 (1000)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Investment - Interest 2021 (1001)	0.00	0.00	307,389.00	0.00	0.00	0.00	0.00	307,389.00
Investment - Reserve 2021 (1003)	0.00	0.00	467,703.00	0.00	0.00	0.00	0.00	467,703.00
Investment - Acq & Const 2021 (1005)	0.00	0.00	0.00	(1,479,253.00)	4,455,361.00	0.00	0.00	2,976,108.00
Investment - Cost of Issuance 2021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Due From Developer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Equipment & Furniture	0.00	0.00	0.00	0.00	0.00	3,610.00	0.00	3,610.00
Construction Work in Progress	0.00	0.00	0.00	0.00	0.00	28,114,338.00	0.00	28,114,338.00
Amount To Be Provided-Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	32,549,973.00	32,549,973.00
Total Assets	4,442.00	825,300.00	775,092.00	(2,719,711.00)	4,455,361.00	28,117,948.00	32,549,973.00	64,008,406.00
Liabilities								
Accounts Payable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounts Payable-Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Due To Debt Service Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accrued Expenses Payable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue Bonds Payable - Series 2020	0.00	0.00	0.00	0.00	0.00	0.00	16,210,438.00	16,210,438.00
Revenue Bonds Payable - Series 2021	0.00	0.00	0.00	0.00	0.00	0.00	16,339,536.00	16,339,536.00
Total Liabilities	0.00	0.00	0.00	0.00	0.00	0.00	32,549,973.00	32,549,973.00
Fund Equity & Other Credits								
Fund Balance - All Other Reserves	0.00	807,538.00	1,400,342.00	1,754,857.00	10,202,851.00	0.00	0.00	14,165,589.00
Fund Balance-Unreserved	(3,144.00)	0.00	0.00	0.00	0.00	0.00	0.00	(3,144.00)

(In Whole Numbers)

	General Fund	Debt Service Fund - Series 2020	Debt Service Fund - Series 2021	Capital Projects Fund - Series 2020	Capital Projects Fund - Series 2021	General Fixed Assets	General Long- Term Debt	Total
Investment in General Fixed Assets	0.00	0.00	0.00	0.00	0.00	28,117,948.00	0.00	28,117,948.00
Other	7,586.00	17,762.00	(625,250.00)	(4,474,568.00)	(5,747,490.00)	0.00	0.00	(10,821,961.00)
Total Fund Equity & Other Credits	4,442.00	825,300.00	775,092.00	(2,719,711.00)	4,455,361.00	28,117,948.00	0.00	31,458,433.00
Total Liabilities & Fund Equity	4,442.00	825,300.00	775,092.00	(2,719,711.00)	4,455,361.00	28,117,948.00	32,549,973.00	64,008,406.00

V-Dana CDD
Statement of Revenues Expenditures
From 10/1/2021 Through 9/30/2022

001 - General Fund
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Service Charges				
Operations & Maintenance Assmts-Tax Roll	0.00	42,858.00	42,858.00	0 %
Operations & Maintenance Assmts-Off Roll	424,128.00	910.00	(423,218.00)	(100)%
Discounts & Collection Fees	(256,128.00)	0.00	256,128.00	(100)%
Contributions & Donations From Private Sources				
Developer Contributions	0.00	55,999.00	55,999.00	0 %
Other Miscellaneous Revenues				
Miscellaneous	0.00	300.00	300.00	0 %
Total Revenues	<u>168,000.00</u>	<u>100,067.00</u>	<u>(67,933.00)</u>	<u>(40)%</u>
Expenditures				
Financial & Administrative				
District Manager	45,000.00	34,050.00	10,950.00	24 %
District Engineer	14,000.00	27,079.00	(13,079.00)	(93)%
Disclosure Report	8,400.00	300.00	8,100.00	96 %
Trustee Fees	20,000.00	6,667.00	13,333.00	67 %
Auditing Services	7,500.00	5,958.00	1,542.00	21 %
Postage, Phone, Faxes, Copies	400.00	26.00	374.00	94 %
Public Officials Insurance	2,500.00	2,329.00	171.00	7 %
Legal Advertising	3,500.00	1,868.00	1,632.00	47 %
Bank Fees	360.00	2.00	358.00	99 %
Dues, Licenses, & Fees	260.00	775.00	(515.00)	(198)%
Web Administration	1,500.00	0.00	1,500.00	100 %
ADA Website Compliance	1,500.00	1,500.00	0.00	0 %
Legal Counsel				
District Counsel	17,000.00	9,083.00	7,918.00	47 %
Other Physical Environment				
Property & Casualty Insurance	44,080.00	2,846.00	41,234.00	94 %
Reserves				
Undesignated Reserve	2,000.00	0.00	2,000.00	100 %
Total Expenditures	<u>168,000.00</u>	<u>92,482.00</u>	<u>75,518.00</u>	<u>45 %</u>
Excess of Revenues Over (Under) Expenditures	<u>0.00</u>	<u>7,586.00</u>	<u>7,586.00</u>	<u>0 %</u>
Fund Balance Beginning of Period	0.00	(3,144.00)	(3,144.00)	0 %
Fund Balance. End of Period	<u>0.00</u>	<u>4,442.00</u>	<u>4,442.00</u>	<u>0 %</u>
	<u>0.00</u>	<u>4,442.00</u>	<u>4,442.00</u>	<u>0 %</u>

V-Dana CDD
Statement of Revenues Expenditures
From 10/1/2021 Through 9/30/2022

200 - Debt Service Fund - Series 2020
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Capital Improvements				
Debt Service Assmts-Tax Roll	0.00	980,715.00	980,715.00	0 %
Debt Service Assmts-Off Roll	959,400.00	0.00	(959,400.00)	(100)%
Interest Earnings				
Interest Earnings	<u>0.00</u>	<u>2,095.00</u>	<u>2,095.00</u>	<u>0 %</u>
Total Revenues	<u>959,400.00</u>	<u>982,809.00</u>	<u>23,409.00</u>	<u>2 %</u>
Expenditures				
Debt Service Payments				
Interest	644,400.00	649,125.00	(4,725.00)	(1)%
Principal	<u>315,000.00</u>	<u>315,000.00</u>	<u>0.00</u>	<u>0 %</u>
Total Expenditures	<u>959,400.00</u>	<u>964,125.00</u>	<u>(4,725.00)</u>	<u>(0)%</u>
Other Financing Sources				
Interfund Transfer				
Interfund Transfer	<u>0.00</u>	<u>(922.00)</u>	<u>(922.00)</u>	<u>0 %</u>
Total Other Financing Sources	<u>0.00</u>	<u>(922.00)</u>	<u>(922.00)</u>	<u>0 %</u>
Excess of Revenues Over (Under) Expenditures	<u>0.00</u>	<u>17,762.00</u>	<u>17,762.00</u>	<u>0 %</u>
Fund Balance Beginning of Period				
	0.00	809,289.00	809,289.00	0 %
Interfund Transfer	<u>0.00</u>	<u>(1,751.00)</u>	<u>(1,751.00)</u>	<u>0 %</u>
Total Fund Balance Beginning of Period	<u>0.00</u>	<u>807,538.00</u>	<u>807,538.00</u>	<u>0 %</u>
Fund Balance. End of Period				
	<u>0.00</u>	<u>825,300.00</u>	<u>825,300.00</u>	<u>0 %</u>
	<u>0.00</u>	<u>825,300.00</u>	<u>825,300.00</u>	<u>0 %</u>

V-Dana CDD
Statement of Revenues Expenditures
From 10/1/2021 Through 9/30/2022

201 - Debt Service Fund - Series 2021
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Capital Improvements				
Debt Service Assmts-Off Roll	610,929.00	0.00	(610,929.00)	(100)%
Interest Earnings				
Interest Earnings	<u>0.00</u>	<u>1,849.00</u>	<u>1,849.00</u>	<u>0 %</u>
Total Revenues	<u>610,929.00</u>	<u>1,849.00</u>	<u>(609,079.00)</u>	<u>(100)%</u>
Expenditures				
Debt Service Payments				
Interest	<u>610,929.00</u>	<u>626,202.00</u>	<u>(15,273.00)</u>	<u>(2)%</u>
Total Expenditures	<u>610,929.00</u>	<u>626,202.00</u>	<u>(15,273.00)</u>	<u>(2)%</u>
Other Financing Sources				
Interfund Transfer				
Interfund Transfer	0.00	(58.00)	(58.00)	0 %
Interfund Transfer				
Interfund Transfer	<u>0.00</u>	<u>(840.00)</u>	<u>(840.00)</u>	<u>0 %</u>
Total Other Financing Sources	<u>0.00</u>	<u>(898.00)</u>	<u>(898.00)</u>	<u>0 %</u>
Excess of Revenues Over (Under) Expenditures	<u>0.00</u>	<u>(625,250.00)</u>	<u>(625,250.00)</u>	<u>0 %</u>
Fund Balance Beginning of Period				
	0.00	1,400,656.00	1,400,656.00	0 %
Interfund Transfer	<u>0.00</u>	<u>(314.00)</u>	<u>(314.00)</u>	<u>0 %</u>
Total Fund Balance Beginning of Period	<u>0.00</u>	<u>1,400,342.00</u>	<u>1,400,342.00</u>	<u>0 %</u>
Fund Balance. End of Period				
	<u>0.00</u>	<u>775,092.00</u>	<u>775,092.00</u>	<u>0 %</u>
	<u>0.00</u>	<u>775,092.00</u>	<u>775,092.00</u>	<u>0 %</u>

V-Dana CDD
Statement of Revenues Expenditures
From 10/1/2021 Through 9/30/2022

300 - Capital Projects Fund - Series 2020
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Interest Earnings				
Interest Earnings	0.00	1,883.00	1,883.00	0 %
Total Revenues	0.00	1,883.00	1,883.00	0 %
Expenditures				
Other Physical Environment				
Improvements Other Than Buildings	0.00	4,477,374.00	(4,477,374.00)	0 %
Total Expenditures	0.00	4,477,374.00	(4,477,374.00)	0 %
Other Financing Sources				
Interfund Transfer				
Interfund Transfer	0.00	922.00	922.00	0 %
Total Other Financing Sources	0.00	922.00	922.00	0 %
Excess of Revenues Over (Under) Expenditures	0.00	(4,474,568.00)	(4,474,568.00)	0 %
Fund Balance Beginning of Period				
	0.00	1,753,106.00	1,753,106.00	0 %
Interfund Transfer	0.00	1,751.00	1,751.00	0 %
Total Fund Balance Beginning of Period	0.00	1,754,857.00	1,754,857.00	0 %
Fund Balance. End of Period	0.00	(2,719,711.00)	(2,719,711.00)	0 %
	0.00	(2,719,711.00)	(2,719,711.00)	0 %

V-Dana CDD
Statement of Revenues Expenditures
From 10/1/2021 Through 9/30/2022

301 - Capital Projects Fund - Series 2021
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Interest Earnings				
Interest Earnings	0.00	14,554.00	14,554.00	0 %
Total Revenues	0.00	14,554.00	14,554.00	0 %
Expenditures				
Other Physical Environment				
Improvements Other Than Buildings	0.00	5,762,942.00	(5,762,942.00)	0 %
Total Expenditures	0.00	5,762,942.00	(5,762,942.00)	0 %
Other Financing Sources				
Interfund Transfer				
Interfund Transfer	0.00	840.00	840.00	0 %
Interfund Transfer	0.00	58.00	58.00	0 %
Total Other Financing Sources	0.00	898.00	898.00	0 %
Excess of Revenues Over (Under) Expenditures	0.00	(5,747,490.00)	(5,747,490.00)	0 %
Fund Balance Beginning of Period				
	0.00	10,202,537.00	10,202,537.00	0 %
Interfund Transfer	0.00	314.00	314.00	0 %
Total Fund Balance Beginning of Period	0.00	10,202,851.00	10,202,851.00	0 %
Fund Balance. End of Period				
	0.00	4,455,361.00	4,455,361.00	0 %
	0.00	4,455,361.00	4,455,361.00	0 %

V-Dana CDD
Reconcile Cash Accounts

Summary
Cash Account: 10102 Cash-Busey Operating Account
Reconciliation ID: 09/30/2022
Reconciliation Date: 9/30/2022
Status: Locked

Bank Balance	4,441.90
Less Outstanding Checks/Vouchers	0.00
Plus Deposits in Transit	0.03
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	4,441.93
Balance Per Books	<u>4,441.93</u>
Unreconciled Difference	<u>0.00</u>

Click the Next Page toolbar button to view details.

V-Dana CDD
Reconcile Cash Accounts

Detail
Cash Account: 10102 Cash-Busey Operating Account
Reconciliation ID: 09/30/2022
Reconciliation Date: 9/30/2022
Status: Locked
Outstanding Deposits

Document Number	Document Date	Document Description	Document Amount	Deposit Number
001	12/4/2020	Closing Synovus Account	<u>0.03</u>	
Outstanding Deposits			<u>0.03</u>	

V-Dana CDD
Reconcile Cash Accounts

Detail
Cash Account: 10102 Cash-Busey Operating Account
Reconciliation ID: 09/30/2022
Reconciliation Date: 9/30/2022
Status: Locked
Cleared Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
1071	8/28/2022	System Generated Check/Voucher	927.50	Coleman, Yovanovich & Koester, P. A.
1072	8/28/2022	System Generated Check/Voucher	680.96	The News-Press Media Group
1073	9/8/2022	System Generated Check/Voucher	9,180.00	Barraco & Associates, Inc.
1074	9/15/2022	System Generated Check/Voucher	1,347.50	Coleman, Yovanovich & Koester, P. A.
1075	9/21/2022	System Generated Check/Voucher	<u>680.96</u>	The News-Press Media Group
Cleared Checks/Vouchers			<u>12,816.92</u>	