Rizzetta & Company

Veranda Community Development District II

Board of Supervisors' Meeting
June 9, 2020

District Office:
2806 N. Fifth Street
Unit 403
St. Augustine, FL 32084

VERANDA
COMMUNITY DEVELOPMENT DISTRICT II

Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St Augustine, FL 32085

Board of Supervisors	Grady Miars	Chairman
	John Lynch	Vice Chairman
	Austin Burr	Assistant Secretary
	Robert Nelson	Assistant Secretary
	Ellen Johnson	Assistant Secretary
District Manager	Melissa Dobbins	Rizzetta & Company, Inc.
District Counsel	Jonathan Johnson	Hopping Green & Sams P.A.
District Engineer	James Terpening	Culpepper & Terpening, Inc.

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

The first section of the meeting is called Public Comments, which is the portion of the agenda where individuals may make comments. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/ workshop by contacting the District Manager at (904) 436-6270. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or
1-800-955-8771 (TTY)
1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

DISTRICT OFFICE • 2806 North 5th Street Suite 403 •St. Augustine, Fl. 32084 • 904-436-6270

June 2, 2020

Board of Supervisors
Veranda Community
Development District II

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Veranda Community Development District II will be held on **June 9, 2020 at 11:00 a.m**. by phone teleconference at 1-813-658-6070 guest code 109329. The following is the agenda for the meeting.

1. CALL TO ORDER/ROLL CALL
2. PUBLIC COMMENTS
3. BUSINESS ADMINISTRATION
- A. Consideration of the Minutes of Meeting from the Regular Board Meeting held on April 14, 2020.....Tab 1
  Ratification of Operation and Maintenance Expenditures for March 2020 and April 2020.....Tab 2
- B. Ratification of Requisitions, Series 2018, CR156 to CR172...Tab 3
- C. Consideration of Resolution 2020-06, Setting Landowner Election.....Tab 4
- D. Consideration of Resolution 2020-07, Re-Designating Secretary.....Tab 5
- E. Consideration of Resolution 2020-08, Amending Bank Signatories.....Tab 6
- F. Acceptance of Annual Audit Report, Period Ending September 30, 2019.....Tab 7

4. STAFF REPORTS
- A. District Counsel
- B. District Engineer
- C. District Manager
  1.) Presentation of Registered Voter Count.....Tab 8

5. BUSINESS ITEMS
- A. Ratification of Guettler Brothers Construction, Change Order No. 4, Becker Road, Phase 2.....Tab 9
- B. Ratification of Firethorn, Inc Change Order No. 1, Veranda Preserve West, Phase 2.....Tab 10
- C. Consideration of First Amendment to Agreement for Signage and Design with Veranda CDD II and David Harber, LTD.....Tab 11
- D. Consideration of Resolution 2020-09, Approving Fiscal Year 2020-2021 Proposed Budget and Setting Public Hearing.....Tab 12

6. SUPERVISOR REQUESTS
7. ADJOURNMENT

CALL TO ORDER / ROLL CALL

PUBLIC COMMENTS

BUSINESS ADMINISTRATION

Tab 1

MINUTES OF MEETING

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

VERANDA
COMMUNITY DEVELOPMENT DISTRICT II

The regular meeting of the Board of Supervisors of the Veranda Community Development District II was held on **Tuesday, April 14, 2020 at 11:00 a.m.** by phone teleconference at 1-813-658-6070 guest code 109329, pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, respectively, and pursuant to Section 120.54(5)(b)2. Following is the agenda for the meeting.

John Lynch	**Board Supervisor, Vice Chairman**
Robert Nelson	**Board Supervisor, Assistant Secretary**
Austin Burr	**Board Supervisor, Assistant Secretary**
Ellen Johnson	**Board Supervisor, Assistant Secretary**

Also present were:

Melissa Dobbins	**Regional District Manager, Rizzetta & Company, Inc.**
Jonathan Johnson	**District Counsel, Hopping Green & Sams**

There were no audience members present.

FIRST ORDER OF BUSINESS **Call to Order**

Ms. Dobbins called the meeting to order at 11:02 a.m.

SECOND ORDER OF BUSINESS **Consideration of the Minutes of the Board of Supervisors' Regular Meeting held on January 14, 2020**

> On a motion by Mr. Burr, seconded by Mr. Lynch, with all in favor, the Board approved the minutes from the Board of Supervisors' Regular Meeting held on January 14, 2020 for Veranda Community Development District II.

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THIRD ORDER OF BUSINESS **Ratification of Operation and Maintenance Expenditures December 2019, January 2020 and February 2020**

On a motion by Mr. Lynch, seconded by Mr. Burr, with all in favor, the Board ratified the Operation and Maintenance Expenditures for December 2019 in the amount of $9,284.04, January 2020 in the amount of $13,377.33 and February 2020 in the amount of $21,269.61 for Veranda Community Development District II.

FOURTH ORDER OF BUSINESS **Ratification of Requisitions Series 2018, CR89 AA2 – CR155 AA345**

CR89 AA2	MJC LAND DEVELOPMENT	$ 171,048.04
CR90 AA2	KIMLEY-HORN AND ASSOCIATES	$ 22,484.17
CR91 AA1	GUETTLER BROTHERS CONSTRUCTION	$ 29,563.08
CR92 AA2	GUETTLER BROTHERS CONSTRUCTION	$ 27,834.24
CR93 AA345	GUETTLER BROTHERS CONSTRUCTION	$ 81,341.70
CR94 AA1	CULPEPPER & TERPENING	$ 6,710.87
CR95 AA2	CULPEPPER & TERPENING	$ 6,318.42
CR96 AA345	CULPEPPER & TERPENING	$ 18,464.72
CR97 AA1	GUETTLER BROTHERS CONSTRUCTION	$ 28,940.91
CR98 AA2	GUETTLER BROTHERS CONSTRUCTION	$ 27,248.45
CR99 AA345	GUETTLER BROTHERS CONSTRUCTION	$ 79,629.82
CR100 AA2	EW CONSULTANTS	$ 15,400.00
CR101 AA2	WELLS BROTHERS CONSTRUCTION	$ 47,970.00
CR102 AA1	CULPEPPER & TERPENING	$ 419,32
CR103 AA2	CULPEPPER & TERPENING	$ 394.80
CR104 AA345	CULPEPPER & TERPENING	$ 1,153.73
CR105 AA1	MJC LAND DEVELOPMENT, LLC	$94,060.80
CR108 AA2	MJC LAND DEVELOPMENT, LLC	$257,892.70
CR109 AA2	MJC LAND DEVELOPMENT, LLC	$11,886.19
CR110 AA2	KIMLEY-HORN AND ASSOCIATES, INC	$23,134.71
CR111 AA345	KIMLEY-HORN AND ASSOCIATES, INC	$38,173.18
CR117 AA1	MJC LAND DEVELOPMENT	$229,427.46
CR118AA1	GUETTLER BROTHERS	$35,089.69
CR119 AA2	GUETTLER BROTHERS	$33,037.66
CR120 AA345	GUETTLER BROTHERS	$96,547.96
CR106 AA345	LUCIDO & ASSOCIATES	$18,421.27
CR112 AA1	LUCIDO & ASSOCIATES	$6,695.08
CR113 AA2	LUCIDO & ASSOCIATES	$6,303.55
CR107 AA2	EW CONSULTANTS	$6,998.23

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CR114 AA1	CITY OF PORT ST. LUCIE	$1,593.88
CR115 AA2	CITY OF PORT ST. LUCIE	$1,500.66
CR116 AA345	CITY OF PORT ST. LUCIE	$4,385.46
CR121 AA1	CULPEPPER & TERPENING	$2,869.64
CR122 AA2	CULPEPPER & TERPENING	$2,701.82
CR123 AA345	CULPEPPER & TERPENING	$7,895.71
CR124 AA345	HOPPING GREEN & SAMS	$420.00
CR125 AA2	WELLS BROTHERS CONSTRUCTION	$18,400.00
CR126 AA1	CULPEPPER & TERPENING, INC	$ 4,158.23
CR127 AA2	CULPEPPER & TERPENING, INC	$ 3,915.05
CR128 AA345	CULPEPPER & TERPENING, INC	$ 11,441.20
CR129 AA345	EW CONSULTANTS, INC	$ 4,676.65
CR130 AA2	EW CONSULTANTS, INC	$ 210.00
CR131 AA2	WELLS BROTHERS CONSTRUCTION	$ 1,415.34
CR132 AA1	MJC LAND DEVELOPMENT, LLC	$ 33,693.75
CR133 AA1	CULPEPPER & TERPENING, INC	$ 750.23
CR134 AA2	CULPEPPER & TERPENING, INC	$ 706.35
CR135 AA345	CULPEPPER & TERPENING, INC	$ 2,064.22
CR136 AA1	CULPEPPER & TERPENING, INC	$ 2,457.95
CR137 AA2	CULPEPPER & TERPENING, INC	$ 2,314.20
CR138 AA345	CULPEPPER & TERPENING, INC	$ 6,762.94
CR139 AA345	KIMLEY-HORN AND ASSOCIATES, INC	$ 30,845.06
CR140 AA2	KIMLEY-HORN AND ASSOCIATES, INC	$ 7,523.18
CR142 AA345	LUCIDO & ASSOCIATES, LLP	$ 9,300.00
CR143 AA1	LUCIDO & ASSOCIATES, LLP	$ 1,939.53
CR144 AA2	LUCIDO & ASSOCIATES, LLP	$ 1,826.12
CR145 AA345	LUCIDO & ASSOCIATES, LLP	$ 5,336.57
CR141 AA1	MJC LAND DEVELOPMENT, LLC	$ 30,878.96
CR147 AA2	FIRETHORN, INC	$ 150,054.42
CR148 AA345	EW CONSULTANTS, INC.	$ 1,580.05
CR146 AA1	MJC LAND DEVELOPMENT, LLC	$ 60,604.01
CR149 AA345	LUCIDO & ASSOCIATES, LLP	$ 12,400.00
CR150 AA1	CULPEPPER & TERPENING, INC.	$ 2,171.54
CR151 AA2	CULPEPPER & TERPENING, INC.	$ 2,044.55
CR152 AA345	CULPEPPER & TERPENING, INC.	$ 5,974.91
CR153 AA1	GUETTLER BROTHERS CONSTRUCTION	$ 143,213.26
CR154 AA2	GUETTLER BROTHERS CONSTRUCTION	$ 134,838.20
CR155 AA345	GUETTLER BROTHERS CONSTRUCTION	$ 394,045.91

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On a motion by Mr. Lynch, seconded by Mr. Burr, with all in favor, the Board ratified the Requisitions Series 2018, CR89 AA2 – CR155 AA345 for Veranda Community Development District II.

FIFTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel
No report.

B. District Engineer
Not present.

C. District Manager
Ms. Dobbins updated the Board of Supervisors' that the next meeting was scheduled for May 12, 2020 at 11:00 a.m. and also reminded the Board that this meeting will begin the budget process by proposing the Fiscal Year 2021 budget.

SIXTH ORDER OF BUSINESS ***Consideration of Veranda Preserve Entrance and Berm Landscape and Irrigation Install Proposals (Under Separate Cover)***

Mr. Burr reviewed ranking recommendations for the Landscape and Irrigation Install (Exhibit A). He also recommended to hold off on awarding the maintenance portion of the bid due to amounts not being consistent and they are under threshold that would require a public bid.

On a motion by Mr. Lynch, seconded by Mr. Burr, with all in favor, the Board approved recommendation to award the Veranda Preserve Entrance and Berm Landscape and Irrigation Install to Impact Landscape and to reject all maintenance bids at this time, for Veranda Community Development District II.

On a motion by Mr. Burr, seconded by Mr. Nelson, with all in favor, the Board authorized the Chairman or Vice Chairman to review bids and enter a Landscape Maintenance Contract for Veranda Preserve if needed prior to the next meeting for Veranda Community Development District II.

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SEVENTH ORDER OF BUSINESS **Ratification of St. Lucie Land Holdings, LLC Cost Share Agreement for Infrastructure & Improvements**

> On a motion by Mr. Lynch, seconded by Mr. Burr, with all in favor, the Board ratified the St. Lucie Land Holdings, LLC Cost Share Agreement for Infrastructure & Improvements for Veranda Community Development District II.

EIGHTH ORDER OF BUSINESS **Consideration of Resolution 2020-05, Adopting Internal Controls Policy**

> On a motion by Mr. Lynch, seconded by Mr. Burr, with all in favor, the Board adopted Resolution 2020-05, Adopting Internal Controls Policy for Veranda Community Development District II.

NINTH ORDER OF BUSINESS **Ratification of Guettler Brothers Construction, LLC Assignment, Change Order No. 2, Becker Road**

> On a motion by Mr. Lynch, seconded by Mr. Burr, with all in favor, the Board ratified Guettler Brothers Construction, LLC Assignment, Change Order No. 2, Becker Road for Veranda Community Development District II.

TENTH ORDER OF BUSINESS **Ratification of Guettler Brothers Construction, LLC Assignment, Change Order No. 3, Becker Road**

> On a motion by Mr. Lynch, seconded by Mr. Burr, with all in favor, the Board ratified Guettler Brothers Construction, LLC Assignment, Change Order No. 3, Becker Road for Veranda Community Development District II.

ELEVENTH ORDER OF BUSINESS **Ratification of MJC Land Development, Veranda Preserve West, Change Order No. 4**

> On a motion by Mr. Burr, seconded by Mr. Lynch, with all in favor, the Board ratified MJC Land Development, Veranda Preserve West, Change Order No. 4 for Veranda Community Development District II.

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TWELFTH ORDER OF BUSINESS **Ratification of Firethorn, Inc., Veranda Preserve West, Phase 2, Infrastructure Improvements**

> On a motion by Mr. Burr, seconded by Mr. Lynch, with all in favor, the Board ratified Firethorn, Inc., Veranda Preserve West, Phase 2, Infrastructure Improvements for Veranda Community Development District II.

THIRTEENTH ORDER OF BUSINESS **Ratification of EW Consultants General Environmental Consulting Services Agreement**

> On a motion by Mr. Burr, seconded by Mr. Lynch, with all in favor, the Board ratified EW Consultants General Environmental Consulting Services Agreement for Veranda Community Development District II.

FOURTEENTH ORDER OF BUSINESS ***Consideration of Firethorn Deficit Funding Agreement (Under Separate Cover)***

> On a motion by Mr. Burr, seconded by Mr. Nelson, with all in favor, the Board approved Firethorn Deficit Funding Agreement for Veranda Community Development District II.

FIFTEENTH ORDER OF BUSINESS **Supervisor Requests and Audience Comments**

There were no supervisor comments.

There were no audience members present.

SIXTEENTH ORDER OF BUSINESS **Adjournment**

> On a motion by Mr. Lynch, seconded by Mr. Burr, with all in favor, the Board adjourned the Board of Supervisors' Meeting at 11:17 a.m. at for Veranda Community Development District II.

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Secretary / Assistant Secretary

Chairman / Vice Chairman

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Exhibit A

LS and Irr Eval	Impact	Dixie	Florida Innovative	Possible Points
Personnel	5	5	5	5
Experience	15	15	15	15
Understanding Scope	20	18	10	20
Financial Capability	10	10	10	10
Schedule	10	10	10	10
Price	25	14.2	16.3	25
Price Reasonableness	12	12	12	15
Total Points	97	84.2	78.3	100

	LS Bid	IRR Bid	TOTAL	% of Possible Pts	Possible Points	Points Allocated
Impact Landscaping	$289,117.50	$ 28,022.50	$ 317,140.00	100%	25	25
Dixie Landscape	$414,043.25	$ 40,225.00	$ 454,268.25	57%	25	14.2
Florida Innovative Landscape	$394,082.75	$ 33,846.70	$ 427,929.45	65%	25	16.3

Tab 2

VERANDA
COMMUNITY DEVELOPMENT DISTRICT II

District Office · 2806 N. Fifth Street · Suite 403 · St. Augustine, FL 32084

Operation and Maintenance Expenditures
March 2020
For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2020 through March 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **$10,748.42**

Approval of Expenditures:

_____

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Veranda Community Development District II

Paid Operation & Maintenance Expenditures

March 1, 2020 Through March 31, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Hopping Green & Sams	001097	113518	General Legal Services 02/20	1,044.50
Rizzetta & Company, Inc.	001094	INV0000047320	District Management Fees 03/20	3,850.00
Rizzetta Technology Services	001095	INV0000005553	Email/Website Hosting Service 03/20	100.00
Saint Lucie County Property Appraisers Office	001096	2016 987	Fee for District's non-ad valorem Assessemtns 2019 TRIM	5,753.92
Report Total				$ 10,748.42

VERANDA
COMMUNITY DEVELOPMENT DISTRICT II

District Office · 2806 N. Fifth Street · Suite 403 · St. Augustine, FL 32084

Operation and Maintenance Expenditures
April 2020
For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2020 through April 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **$7,262.70**

Approval of Expenditures:

_____

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Veranda Community Development District II

Paid Operation & Maintenance Expenditures

April 1, 2020 Through April 30, 2020

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Campus Suite	001101	18409	Website & Compliance Services - Q3 FY19/20	$ 384.38
Carr, Riggs & Ingram, LLC	001100	16840795	Audited Financial Statements FYE 09/30/19 - Invoice 16840795	$ 2,000.00
Charles Robert Nelson	001104	RN04142020	Board of Supervisor Meeting 04/14/2020	$ 200.00
Ellen Johnson	001102	EJ04142020	Board of Supervisor Meeting 04/14/2020	$ 200.00
John Thomas Lynch III	001103	JL04142020	Board of Supervisor Meeting 04/14/2020	$ 200.00
Rizzetta & Company, Inc.	001098	INV0000048074	District Management Fees 04/20	$ 3,850.00
Rizzetta Technology Services	001099	INV0000005653	Email/Website Hosting Service 04/20	$ 100.00
Treasure Coast Newpapers	001105	0003245169	Legal Advertising Acct #336947 03/20	$ 328.32
Report Total				$ 7,262.70

Tab 3

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

DISTRICT OFFICE – 2806 N FIFTH STREET UNIT 403 – ST AUGUSTINE, FLORIDA 32084

May 08, 2020

U.S. BANK NATIONAL ASSOCIATION
Veranda CDD II Series 2018
Corporate Trust Services
Attention: Barry Knack
60 Livingston Avenue
Saint Paul, MN 55107

RE: **Series 2018 Construction Account**
Requisition for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Accounts.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA AS FOLLOWS:

A) KIMLEY-HORN AND ASSOCIATES, INC VIA UPS
B) LUCIDO & ASSOCIATES, LLP VIA USPS
C) CULPEPPER & TERPENING, INC VIA UPS
D) DAVID HARBER LTD VIA WIRE
E) GUETTLER BROTHERS CONSTRUCTIONS VIA UPS
F) EW CONSULTANTS, INC VIA USPS

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR156 AA345	KIMLEY-HORN AND ASSOCIATES, INC	$ 11,890.00	S2018 B
CR157 AA2	KIMLEY-HORN AND ASSOCIATES, INC	$ 7,438.35	S2018 A2
CR158 AA345	LUCIDO & ASSOCIATES, LLP	$ 2,576.52	S2018 B
CR159 AA345	CULPEPPER & TERPENING, INC	$ 37,282.65	S2018 B
CR160 AA345	KIMLEY-HORN AND ASSOCIATES, INC	$ 17,711.30	S2018 B
CR161 AA2	KIMLEY-HORN AND ASSOCIATES, INC	$ 4,864.74	S2018 A2
CR162 AA345	DAVID HARBER LTD	$ 21,747.00	S2018 B
CR163 AA345	CULPEPPER & TERPENING, INC	$ 93,616.04	S2018 B
CR169 AA345	GUETTLER BROTHERS CONSTRUCTIONS	$ 53,116.07	S2018 B
CR167 AA2	EW CONSULTANTS, INC	$ 2,835.00	S2018 A2
CR168 AA345	EW CONSULTANTS, INC	$ 2,115.00	S2018 B

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018B
(ASSESSMENT AREAS THREE, FOUR AND FIVE)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Third Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: March 25, 2020

(a) Requisition Number: CR156 AA345

(b) Name of Payee: Kimley-Horn and Associates, Inc.

445 24th Street

Suite 200

Vero Beach, FL 32960

(c) Amount Payable: $ 11,890.00

(d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Invoice 147541006-0220 for Project No. 147541006

(e) Fund or Account from which disbursement to be made:

$ 11,890.00 from the Series 2018B Acquisition and Construction Account.

The undersigned hereby certifies:

1. that obligations in the stated amount set forth above have been incurred by the Issuer;

2. each disbursement set forth above is a proper charge against the Series 2018B Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and

4. each disbursement represents a Cost of the Project which has not previously been paid.

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018A
(ASSESSMENT AREA TWO - PRESERVE WEST PROJECT)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Second Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: March 25, 2020

(a) Requisition Number: CR157 AA2

(b) Name of Payee: Kimley-Horn and Associates, Inc.

445 24th Street

Suite 200

Vero Beach, FL 32960

(c) Amount Payable: $ 7,438.35

(d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Invoice 147541002-0220 for Project No. 147541002

(e) Fund or Account from which disbursement to be made:

$ 7,438.35 from the Assessment Area Two Bonds Acquisition and Construction Account.

The undersigned hereby certifies:

1. that obligations in the stated amount set forth above have been incurred by the Issuer;

2. each disbursement set forth above is a proper charge against the Assessment Area Two Bonds Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and

4. each disbursement represents a Cost of the Project which has not previously been paid.

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018B
(ASSESSMENT AREAS THREE, FOUR AND FIVE)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Third Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: April 23, 2020

(a) Requisition Number: CR158 AA345

(b) Name of Payee: Lucido & Associates, LLP

701 SE Ocean Boulevard

Stuart, FL 34994

(c) Amount Payable: $ 2,576.52

(d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Invoice # 32090 for Professional Services through February 29, 2020 for Project 19-730 Becker Road Phase 2 Roundabout

(e) Fund or Account from which disbursement to be made:

$ 2,576.52 from the Series 2018B Acquisition and Construction Account.

The undersigned hereby certifies:

1. that obligations in the stated amount set forth above have been incurred by the Issuer;

2. each disbursement set forth above is a proper charge against the Series 2018B Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and

4. each disbursement represents a Cost of the Project which has not previously been paid.

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018B
(ASSESSMENT AREAS THREE, FOUR AND FIVE)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Third Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: April 23, 2020

(a) Requisition Number: CR159 AA345

(b) Name of Payee: Culpepper & Terpening, Inc.

2980 South 25th Street

Fort Pierce, FL 34981

(c) Amount Payable: $ 37,282.65

(d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Invoice #'s 87895, 88029, 88030, 88031, 88033 for Professional Services through February 29, 2020 for Projects 17-190.001, 17-145, 17-145.100, 17-180.300, 17-180

(e) Fund or Account from which disbursement to be made:

$ 37,282.65 from the Series 2018B Acquisition and Construction Account.

The undersigned hereby certifies:

1. that obligations in the stated amount set forth above have been incurred by the Issuer;

2. each disbursement set forth above is a proper charge against the Series 2018B Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and

4. each disbursement represents a Cost of the Project which has not previously been paid.

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018B
(ASSESSMENT AREAS THREE, FOUR AND FIVE)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Third Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: April 23, 2020

(a) Requisition Number: CR160 AA345

(b) Name of Payee: Kimley-Horn and Associates, Inc.

445 24th Street

Suite 200

Vero Beach, FL 32960

(c) Amount Payable: $ 17,711.30

(d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Invoice 147541006-0320 for Project No. 147541006

(e) Fund or Account from which disbursement to be made:

$ 17,711.30 from the Series 2018B Acquisition and Construction Account.

The undersigned hereby certifies:

1. that obligations in the stated amount set forth above have been incurred by the Issuer;

2. each disbursement set forth above is a proper charge against the Series 2018B Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and

4. each disbursement represents a Cost of the Project which has not previously been paid.

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018A
(ASSESSMENT AREA TWO - PRESERVE WEST PROJECT)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Second Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: April 23, 2020

(a) Requisition Number: CR161 AA2

(b) Name of Payee: Kimley-Horn and Associates, Inc.

445 24th Street

Suite 200

Vero Beach, FL 32960

(c) Amount Payable: $ 4,864.74

(d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Invoice 147541002-0320 for Project No. 147541002

(e) Fund or Account from which disbursement to be made:

$ 4,864.74 from the Assessment Area Two Bonds Acquisition and Construction Account.

The undersigned hereby certifies:

1. that obligations in the stated amount set forth above have been incurred by the Issuer;

2. each disbursement set forth above is a proper charge against the Assessment Area Two Bonds Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and

4. each disbursement represents a Cost of the Project which has not previously been paid.

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018B
(ASSESSMENT AREAS THREE, FOUR AND FIVE)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Third Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: April 23, 2020

(a) Requisition Number: CR162 AA345

(b) Name of Payee: David Harber Ltd.

Eaton Square Gardens, Eaton Square

London, SW1W 9BD

(c) Amount Payable: $ 21,747.00

(d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Pay Request 2 with Order No 6754-1 for 25% Uplift Deposit.

(e) Fund or Account from which disbursement to be made:

$ 21,747.00 from the Series 2018B Acquisition and Construction Account.

The undersigned hereby certifies:

1. that obligations in the stated amount set forth above have been incurred by the Issuer;

2. each disbursement set forth above is a proper charge against the Series 2018B Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and

4. each disbursement represents a Cost of the Project which has not previously been paid.

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018B
(ASSESSMENT AREAS THREE, FOUR AND FIVE)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Third Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: April 24, 2020

(a) Requisition Number: CR163 AA345

(b) Name of Payee: Culpepper & Terpening, Inc.

2980 South 25th Street

Fort Pierce, FL 34981

(c) Amount Payable: $ 93,616.04

(d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Invoice #'s 88289, 88324, 88340, 88342 and 88343 for Professional Services through March 31, 2020 for Projects 18-093, 17-190.001, 17-180.200, 17-145.100 and 17-180.300

(e) Fund or Account from which disbursement to be made:

$ 93,616.04 from the Series 2018B Acquisition and Construction Account.

The undersigned hereby certifies:

1. that obligations in the stated amount set forth above have been incurred by the Issuer;

2. each disbursement set forth above is a proper charge against the Series 2018B Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and

4. each disbursement represents a Cost of the Project which has not previously been paid.

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018B
(ASSESSMENT AREAS THREE, FOUR AND FIVE)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Third Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: April 24, 2020

(a) Requisition Number: CR169 AA345

(b) Name of Payee: Guettler Brothers Constructions, LLC

4401 Whiteway Dairy Rd.

Ft. Pierce, FL 34947

(c) Amount Payable: $ 53,116.07

(d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Pay Request 7 of App 7 for Becker Road, Phase 2

(e) Fund or Account from which disbursement to be made:

$ 53,116.07 from the Series 2018B Acquisition and Construction Account.

The undersigned hereby certifies:

1. that obligations in the stated amount set forth above have been incurred by the Issuer;

2. each disbursement set forth above is a proper charge against the Series 2018B Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and

4. each disbursement represents a Cost of the Project which has not previously been paid.

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018A
(ASSESSMENT AREA TWO - PRESERVE WEST PROJECT)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Second Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: April 20, 2020

(a) Requisition Number: CR167 AA2

(b) Name of Payee: EW Consultants, Inc.

1000 SE Monterey Common Blvd., Suite 208

Stuart, FL 34996

(c) Amount Payable: $ 2,835.00

(d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Invoice 24163 for Project No. 1613.03 and Invoice 24164 for Project No. 1613.05

(e) Fund or Account from which disbursement to be made:

$ 2,835.00 from the Assessment Area Two Bonds Acquisition and Construction Account.

The undersigned hereby certifies:

1. that obligations in the stated amount set forth above have been incurred by the Issuer;

2. each disbursement set forth above is a proper charge against the Assessment Area Two Bonds Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and

4. each disbursement represents a Cost of the Project which has not previously been paid.

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018B
(ASSESSMENT AREAS THREE, FOUR AND FIVE)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Third Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: April 20, 2020

(a) Requisition Number: CR168 AA345

(b) Name of Payee: EW Consultants, Inc.

1000 SE Monterey Common Blvd, Suite 208

Stuart, FL 34996

(c) Amount Payable: $ 2,115.00

(d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Invoice 24165 for Project No. 1613.09

(e) Fund or Account from which disbursement to be made:

$ 2,115.00 from the Series 2018B Acquisition and Construction Account.

The undersigned hereby certifies:

1. that obligations in the stated amount set forth above have been incurred by the Issuer;

2. each disbursement set forth above is a proper charge against the Series 2018B Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and

4. each disbursement represents a Cost of the Project which has not previously been paid.

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

DISTRICT OFFICE – 2806 N FIFTH STREET UNIT 403 – ST AUGUSTINE, FLORIDA 32084

April 17, 2020

U.S. BANK NATIONAL ASSOCIATION
Veranda CDD II Series 2018
Corporate Trust Services
Attention: Barry Knack
60 Livingston Avenue
Saint Paul, MN 55107

RE: **Series 2018 Construction Account**
Requisition for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Accounts.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA AS FOLLOWS:

A) FIRETHORN, INC VIA WIRE
B) HOPPING GREEN & SAMS. P.A. VIA USPS
C) DON FARESE STUDIOS VIA UPS

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR164 AA2	FIRETHORN, INC	$ 341,918.96	S2018 A2
CR165 AA2	HOPPING GREEN & SAMS	$ 2,457.50	S2018 A2
CR166 AA345	DON FARESE STUDIOS	$ 19,500.00	S2018 B

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

Sincerely,
VERANDA COMMUNITY
DEVELOPMENT DISTRICT II
Melissa Dobbins
Regional District Manager

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018A
(ASSESSMENT AREA TWO - PRESERVE WEST PROJECT)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Second Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: April 14, 2020

(a) Requisition Number: CR164 AA2

(b) Name of Payee: Firethorn, Inc.

609 N. Hepburn Ave. Unit 105

Jupiter, FL 33458

(c) Amount Payable: $ 341,918.96

(d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Pay App 2 for Veranda Preserve West – Phase 2

(e) Fund or Account from which disbursement to be made:

$ 341,918.96 from the Assessment Area Two Bonds Acquisition and Construction Account.

The undersigned hereby certifies:

1. that obligations in the stated amount set forth above have been incurred by the Issuer;

2. each disbursement set forth above is a proper charge against the Assessment Area Two Bonds Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018A
(ASSESSMENT AREA TWO - PRESERVE WEST PROJECT)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Second Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: April 14, 2020

(a) Requisition Number: CR165 AA2

(b) Name of Payee: Hopping Green & Sams

119 S. Monroe Street, Ste 300

P.O Box 6256

(c) Amount Payable: $ 2,457.50

(d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Invoice 113519 for Professional Services through 02/29/2020

(e) Fund or Account from which disbursement to be made:

$ 2,457.50 from the Assessment Area Two Bonds Acquisition and Construction Account.

The undersigned hereby certifies:

1. that obligations in the stated amount set forth above have been incurred by the Issuer;

2. each disbursement set forth above is a proper charge against the Assessment Area Two Bonds Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and

4. each disbursement represents a Cost of the Project which has not previously been paid.

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018B
(ASSESSMENT AREAS THREE, FOUR AND FIVE)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Third Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: April 14, 2020

(a) Requisition Number: CR166 AA345

(b) Name of Payee: Don Farese Studios

9409 South Ocean Drive – Unit 31

Jensen Beach, FL 34957

(c) Amount Payable: $ 19,500.00

(d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Invoice 1 for Veranda Area Three, Four and Five Project

(e) Fund or Account from which disbursement to be made:

$ 19,500.00 from the Series 2018B Acquisition and Construction Account.

The undersigned hereby certifies:

1. that obligations in the stated amount set forth above have been incurred by the Issuer;

2. each disbursement set forth above is a proper charge against the Series 2018B Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

DISTRICT OFFICE – 2806 N FIFTH STREET UNIT 403 – ST AUGUSTINE, FLORIDA 32084

May 18, 2020

U.S. BANK NATIONAL ASSOCIATION
Veranda CDD II Series 2018
Corporate Trust Services
Attention: Barry Knack
60 Livingston Avenue
Saint Paul, MN 55107

RE: **Series 2018 Construction Account**
Requisition for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Accounts.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA UPS:

REQ. NO.	PAYEE	AMOUNT	ACCOUNT
CR170 AA345	HOPPING GREEN & SAMS	$ 5,823.50	S2018 B
CR171 AA2	WELLS BROTHERS CONSTRUCTION CO., INC	$ 29,220.00	S2018 A2
CR172 AA345	GUETTLER BROTHERS CONSTRUCTIONS, LLC	$ 259,002.68	S2018 B

If you have any questions regarding this request, please do not hesitate to call me at (904) 429-0034. Thank you for your prompt attention to this matter.

Sincerely,
VERANDA COMMUNITY
DEVELOPMENT DISTRICT II
Melissa Dobbins
Regional District Manager

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018B
(ASSESSMENT AREAS THREE, FOUR AND FIVE)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Third Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: May 18, 2020

(a) Requisition Number: CR170 AA345

(b) Name of Payee: Hopping Green & Sams

119 S. Monroe Street, Ste 300

P.O Box 6526

Tallahassee, FL 32314

(c) Amount Payable: $ 5,823.50

(d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Invoice# 114400 Professional Services through 03/31/20.

(e) Fund or Account from which disbursement to be made:

$ 5,823.50 from the Series 2018B Acquisition and Construction Account.

The undersigned hereby certifies:

1. that obligations in the stated amount set forth above have been incurred by the Issuer;

2. each disbursement set forth above is a proper charge against the Series 2018B Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and

4. each disbursement represents a Cost of the Project which has not previously been paid.

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018A
(ASSESSMENT AREA TWO - PRESERVE WEST PROJECT)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Second Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: May 17, 2020

(a) Requisition Number: CR171 AA2

(b) Name of Payee: Wells Brothers Construction Co., Inc.

9600 SW Citrus Blvd.

Palm City, FL 34990

(c) Amount Payable: $ 29,220.00

(d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): App 4 for Veranda Preserve Walls

(e) Fund or Account from which disbursement to be made:

$ 29,220.00 from the Assessment Area Two Bonds Acquisition and Construction Account.

The undersigned hereby certifies:

1. that obligations in the stated amount set forth above have been incurred by the Issuer;

2. each disbursement set forth above is a proper charge against the Assessment Area Two Bonds Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and

4. each disbursement represents a Cost of the Project which has not previously been paid.

REQUISITION

VERANDA COMMUNITY DEVELOPMENT DISTRICT II
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018B
(ASSESSMENT AREAS THREE, FOUR AND FIVE)

The undersigned, a Responsible Officer of Veranda Community Development District II (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2018, as supplemented by a Third Supplemental Trust Indenture, dated as of December 1, 2018 (collectively, the "Indenture"; all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

Date: May 18, 2020

(a) Requisition Number: CR172 AA345

(b) Name of Payee: Guettler Brothers Constructions, LLC

4401 Whiteway Dairy Rd.

Ft. Pierce, FL 34947

(c) Amount Payable: $ 259,002.68

(d) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable): Pay App 8 and Pay App 9 for Becker Road, Phase 2 Project 191100

(e) Fund or Account from which disbursement to be made:

$ 259,002.68 from the Series 2018B Acquisition and Construction Account.

The undersigned hereby certifies:

1. that obligations in the stated amount set forth above have been incurred by the Issuer;

2. each disbursement set forth above is a proper charge against the Series 2018B Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and

4. each disbursement represents a Cost of the Project which has not previously been paid.

Tab 4

RESOLUTION 2020-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANDA COMMUNITY DEVELOPMENT DISTRICT II DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Veranda Community Development District II **("District")** is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Port St. Lucie, Florida; and

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VERANDA COMMUNITY DEVELOPMENT DISTRICT II:

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

Seat Number	Supervisor	Term Expiration Date
1	Grady Miars	11/2022
2	Johnny Lynch	11/2022
3	Robert Nelson	11/2020
4	Ellen Johnson	11/2020
5	Austin Burr	11/2020

This year, Seat 3, currently held by Robert Nelson, Seat 4, currently held by Ellen Johnson and Seat 5, currently held by Austin Burr are subject to election by landowners in November 2020. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on November 3, 2020, at _____ a/p.m., and located at _____.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its _____, 2020 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at

such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at _____, or at the office of the District Manager, Rizzetta & Company**,** located at 2806 North Fifth Street, Unit 403, St. Augustine, Florida 32084**.**

5. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 9th DAY OF JUNE, 2020.

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

ATTEST: **CHAIRMAN / VICE CHAIRMAN**

SECRETARY / ASST. SECRETARY

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE VERANDA COMMUNITY DEVELOPMENT DISTRICT II

Notice is hereby given to the public and all landowners within Veranda Community Development District II (**"District"**) the location of which is generally described as comprising a parcel or parcels of land containing approximately 754.747 acres, located south and west of the St. Lucie River, east of the Sunshine State Parkway and north of the St. Lucie County/Martin County line in Port St. Lucie, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District's Board of Supervisors (**"Board"**, and individually, **"Supervisor"**). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 3, 2020
TIME: _____
PLACE: _____
_____
_____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Rizzetta & Company**,** located at 2806 North Fifth Street, Unit 403, St. Augustine, Florida 32084, Ph: (904) 436-6270 (**"District Manager's Office"**). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

Melissa Dobbins
District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF VERANDA COMMUNITY DEVELOPMENT DISTRICT II FOR THE ELECTION OF SUPERVISORS

DATE OF LANDOWNERS' MEETING: **November 3, 2020**

TIME: **_____ _.M.**

LOCATION:

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District **("District")** has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors **("Board")** every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property**.**

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by <u>one</u> of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

VERANDA COMMUNITY DEVELOPMENT DISTRICT II
ST. LUCIE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 3, 2020

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ **("Proxy Holder")** for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Veranda Community Development District II to be held at _____, on November 3, 2020, at _____ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

_____
Printed Name of Legal Owner

_____ _____
Signature of Legal Owner Date

Parcel Description	**Acreage**	**Authorized Votes**
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
VERANDA COMMUNITY DEVELOPMENT DISTRICT II
ST. LUCIE COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER 3, 2020

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Veranda Community Development District II and described as follows:

Description	**Acreage**
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES

Date: _____

Signed: _____
Printed Name: _____

DRAFT

Tab 5

RESOLUTION 2020-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANDA COMMUNITY DEVELOPMENT DISTRICT II REDESIGNATING THE SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS**,** the Veranda Community Development District II(the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within Port St. Lucie County, Florida; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VERANDA COMMUNITY DEVELOPMENT DISTRICT II:

Section 1. Bob Schleifer is appointed Secretary

Section 2. This Resolution and any prior resolutions of the District shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded, and repealed.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 9th DAY OF JUNE, 2020.

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

_____

CHAIRMAN/VICE CHAIRMAN

ATTEST:

_____

ASSISTANT SECRETARY

Tab 6

RESOLUTION 2020-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF VERANDA COMMUNITY DEVELOPMENT DISTRICT II AMENDING RESOLUTION 2018-26 DESIGNATING THE AUTHORIZED SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S), AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Veranda Community Development District II ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within City of Port St. Lucie, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") previously adopted Resolution 2018-26 which designated the authorized signatories for the District's operating bank account(s); and

WHEREAS, the Board desires to amend Resolution 2018-26 include the Assistant Treasurer as an authorized signatory for the operating bank account(s).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VERANDA COMMUNITY DEVELOPMENT DISTRICT II THAT:

Section 1. Resolution 2018-26 is hereby amended to include the Assistant Treasurer as an authorized signatory for the operating bank account(s) of the District.

Section 2. All other provisions of Resolution 2018-26 shall remain unchanged and in full force and effect.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 9TH day of June, 2020.

ATTEST:

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

_____
Secretary/Assistant Secretary

_____
Chairman/Vice Chairman

Tab 7

Veranda Community Development District II

FINANCIAL STATEMENTS

September 30, 2019

Veranda Community Development District II
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September 30, 2019

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CRI CARR RIGGS & INGRAM
CPAs and Advisors

Carr, Riggs & Ingram, LLC
Certified Public Accountants
500 Grand Boulevard
Suite 210
Miramar Beach, Florida 32550

(850) 837-3141
(850) 654-4619 (fax)
CRIcpa.com

INDEPENDENT AUDITORS' REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Veranda Community Development District II (hereinafter referred to as "District"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Veranda Community Development District II as of September 30, 2019, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated May 13, 2020, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
May 13, 2020

Management's Discussion And Analysis

Our discussion and analysis of Veranda Community Development District II's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2019. Please read it in conjunction with the District's financial statements, which begin on page 8.

FINANCIAL HIGHLIGHTS

- At September 30, 2019, the liabilities and deferred inflows of resources of the District exceeded its assets by approximately $1.3 million (deficit net position).

- During the year ended September 30, 2019, the District issued $21,360,000 of Series 2018 Special Assessment Revenue Bonds.

- During the year ended September 30, 2019, the District established infrastructure of approximately $8 million and incurred approximately $394,000 and $635,000 of interest and bond issuance costs expenditures, respectively.

USING THE ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities on pages 8 - 9 provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 10. For governmental activities, these statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most significant funds.

Reporting the District as a Whole

Our analysis of the District as a whole begins on page 4. One of the most important questions asked about the District's finances is, "Is the District as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenditures are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and related changes during the current year. You can think of the District's net position – the difference between assets and liabilities – as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other nonfinancial factors, however, such as changes in the District's assessment base and the condition of the District's infrastructure, to assess the overall health of the District.

Reporting the District's Most Significant Funds

Our analysis of the District's major funds begins on page 6. The fund financial statements begin on page 10 and provide detailed information about the most significant funds – not the District as a whole. Some funds are required to be established by State law and by bond covenants. All of the District's funds are governmental fund-types.

- *Governmental funds* – All of the District's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. The governmental fund statements provide a detailed short-term view of the District's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs.

THE DISTRICT AS A WHOLE

The following table reflects the condensed Statement of Net Position and is compared to the prior year.

September 30,	**2019**	**2018**	**Change**
Assets			
Current and other assets	$ 13,078,858	$ 20,654	$ 13,058,204
Capital assets, net	8,037,554	-	8,037,554
Total assets	$ 21,116,412	$ 20,654	$ 21,095,758
Liabilities			
Current liabilities	$ 1,317,200	$ 5,535	$ 1,311,665
Other liabilities	21,068,015	-	21,068,015
Total liabilities	22,385,215	5,535	22,379,680
Deferred inflows of resources			
Deferred revenue	13,019	15,119	(2,100)
Net position			
Net investment in capital assets	(1,034,878)	-	(1,034,878)
Restricted for:			
Capital projects	28,275	-	28,275
Unrestricted	(275,219)	-	(275,219)
Total net position (deficit)	(1,281,822)	-	(1,281,822)
Total liabilities, deferred inflows of resources and net position	$ 21,116,412	$ 20,654	$ 21,095,758

For more detailed information, see the accompanying Statement of Net Position.

During the fiscal year ended September 30, 2019, total assets and liabilities increased by approximately $21.1 million and $22.4 million, respectively. Deferred inflows of resources remained substantially unchanged from the prior year. The increase in assets and liabilities is primarily due to the issuance of the Series 2018 Special Assessment bonds during the current year, the proceeds of which was partially spent during the year on the construction of infrastructure.

The following schedule compares the Statement of Activities for the current and previous fiscal year.

Year ended September 30,	**2019**	**2018**	**Change**
Revenues			
Program revenues:			
Grants and contributions	$ 109,886	$ 19,881	$ 90,005
General revenues:			
Interest and other revenues	190,312	-	190,312
Total revenues	300,198	19,881	280,317
Expenses			
General government	74,350	19,248	55,102
Maintenance and operations	2,750	633	2,117
Cost of issuance	635,375	-	635,375
Interest	869,545	-	869,545
Total expenses	1,582,020	19,881	1,562,139
Change in net position	(1,281,822)	-	(1,281,822)
Net position, beginning of year	-	-	-
Net position (deficit), end of year	$ (1,281,822)	$ -	$ (1,281,822)

For more detailed information, see the accompanying Statement of Activities.

During the fiscal year ended September 30, 2019, revenues and expenditures increased by approximately $280,000 and $1.6 million, respectively. The increase in revenues is primarily due to an increase in developer contributions, due to an increase in District activity, and stormwater rebate income received in conjunction with the Interlocal Agreement with the city of Port St. Lucie. The increase in expenditures is primarily due to the issuance of the Series 2018 bonds and the related costs of issuance and interest. The overall result was a $1,281,822 decrease in net position for fiscal year 2019.

THE DISTRICT'S FUNDS

As the District completed the year, its governmental funds (as presented in the balance sheet on page 10) reported no combined fund balance. Significant transactions are discussed below.

- During the year ended September 30, 2019, the District issued $21,360,000 of Series 2018 Special Assessment Revenue Bonds.

- During the year ended September 30, 2019, the District established infrastructure of approximately $8 million and incurred approximately $394,000 and $635,000 of interest and bond issuance costs expenditures, respectively.

The overall increase in fund balance for the year ended September 30, 2019 totaled approximately $12.2 million.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2019, the District had approximately $8 million invested in capital assets. This amount represents an increase of approximately $8 million over the fiscal year 2018 total.

A listing of capital assets by major category for the current and prior year follows:

Year ended September 30,	**2019**	**2018**	**Change**
Construction in progress	$ 8,037,554	$ -	$ 8,037,554
Net capital assets	$ 8,037,554	$ -	$ 8,037,554

More information about the District's capital assets is presented in Note 3 to the financial statements.

Debt

At September 30, 2019, the District had approximately $21.4 million of outstanding debt. This amounts represents a net increase of approximately $21.4 million over the fiscal year 2018 total.

A list of debt amounts outstanding for the current and prior year is as follows:

Year ended September 30,	**2019**	**2018**	**Change**
Special Assessment Revenue Bonds:			
Series 2018A	$ 14,450,000	$ -	$ 14,450,000
Series 2018B	6,910,000	-	6,910,000
	$ 21,360,000	$ -	$ 21,360,000

More information about the District's long-term debt is presented in Note 4 to the financial statements.

GOVERNMENTAL FUNDS BUDGETARY HIGHLIGHTS

An Operating budget was established by the governing board for the District pursuant to the requirements of Florida Statutes. The budget to actual comparison for the General Fund, including the original budget and final adopted budget, is shown on page 23.

The District experienced favorable variance in revenues and expenditures in the amount of $27,537 and $162,775, respectively. The variance in revenues is primarily due to stormwater rebate income received from the city of Port St. Lucie. The variance in expenditures occurred primarily due to budgeted general government contingency expenditures which was not needed in the current year.

FUTURE FINANCIAL FACTORS

Veranda Community Development District II is an independent special district that operates under the provisions of Chapter 190, Florida Statutes. The District operates under an elected Board of Supervisors, which establishes policy and sets assessment rates. Developer contributions for fiscal year 2020 are anticipated to provide for the operations of the District.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the District's finances. If you have questions about this report or need additional financial information, contact the Veranda Community Development District II's finance department at 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625.

Basic Financial Statements

Veranda Community Development District II
Statement of Net Position

September 30,		2019
		Governmental Activities
Assets		
Cash and cash equivalents	$	11,916,220
Due from Developer		1,157,513
Prepaid expenses		5,125
Capital assets:		
Not being depreciated		8,037,554
Total assets		21,116,412
Liabilities		
Accounts payable and accrued expenses		592,838
Accrued interest payable		465,531
Retainage payable		258,831
Non-current liabilities:		
Due in more than one year		21,068,015
Total liabilities		22,385,215
Deferred inflows of resources		
Deferred revenue		13,019
Total deferred inflows of resources		13,019
Net position		
Net investment in capital assets		(1,034,878)
Restricted for:		
Capital projects		28,275
Unrestricted		(275,219)
Total net position (deficit)	$	(1,281,822)

The accompanying notes are an integral part of these financial statements.

Veranda Community Development District II
Statement of Activities

Year ended September 30, **2019**

Functions/Programs	Expenses	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities
Primary government:				
Governmental activities:				
General government	$ (74,350)	$ 77,100	$ -	$ 2,750
Maintenance and operations	(2,750)	-	-	(2,750)
Cost of issuance	(635,375)	-	-	(635,375)
Interest	(869,545)	4,511	28,275	(836,759)
Total governmental activities	$ (1,582,020)	$ 81,611	$ 28,275	(1,472,134)
General revenues				
Interest and other revenues				190,312
Change in net position				(1,281,822)
Net position - beginning of year				-
Net position (deficit) - end of year				$ (1,281,822)

The accompanying notes are an integral part of these financial statements.

Veranda Community Development District II
Balance Sheet - Governmental Funds

September 30,	2019			
	General Fund	**Debt Service**	**Capital Project**	**Total Governmental Funds**
Assets				
Cash and cash equivalents	$ 193,324	$ 2,118,655	$ 9,604,241	$ 11,916,220
Due from Developer	17,375	-	1,140,138	1,157,513
Prepaid expenditures	5,125	-	-	5,125
Total assets	$ 215,824	$ 2,118,655	$ 10,744,379	$ 13,078,858
Liabilities and Fund Balances				
Liabilities				
Accounts payable	$ 12,493	$ -	$ 580,345	$ 592,838
Retainage payable	-	-	258,831	258,831
Total liabilities	12,493	-	839,176	851,669
Deferred inflows of resources				
Deferred revenue	13,019	-	-	13,019
Total deferred inflows of resources	13,019	-	-	13,019
Fund balances				
Nonspendable	5,125	-	-	5,125
Restricted for debt service	-	2,118,655	-	2,118,655
Restricted for capital project	-	-	9,905,203	9,905,203
Unassigned	185,187	-	-	185,187
Total fund balances	190,312	2,118,655	9,905,203	12,214,170
Total liabilities, deferred inflows of resources and fund balances	$ 215,824	$ 2,118,655	$ 10,744,379	$ 13,078,858

The accompanying notes are an integral part of these financial statements.

Veranda Community Development District II
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position

September 30,		**2019**
Total fund balances, governmental funds	$	12,214,170
Capital assets used in governmental activities are not financial resources and therefore are not reported in the fund financial statements.		8,037,554
Liabilities not due and payable from current resources, including accrued interest, are not reported in the fund financial statements.		(21,533,546)
Total net position - governmental activities	$	(1,281,822)

The accompanying notes are an integral part of these financial statements.

Veranda Community Development District II
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds

Year ended September 30,	2019			
	General	**Debt Service**	**Capital Project**	**Total Governmental Funds**
Revenues				
Developer contributions	$ 77,100	$ -	$ -	$ 77,100
Interest and other revenues	190,312	4,511	28,275	223,098
Total revenues	267,412	4,511	28,275	300,198
Expenditures				
Current:				
General government	74,350	-	-	74,350
Maintenance and operations	2,750	-		2,750
Debt service:				
Interest	-	394,150	-	394,150
Bond issue costs	-	-	635,375	635,375
Capital outlay	-	-	8,037,554	8,037,554
Total expenditures	77,100	394,150	8,672,929	9,144,179
Excess (deficit) of revenues over expenditures	190,312	(389,639)	(8,644,654)	(8,843,981)
Other Financing Sources (Uses)				
Bond proceeds	-	2,508,294	18,851,706	21,360,000
Original issue discount	-	-	(301,849)	(301,849)
Total other financing sources (uses)	-	2,508,294	18,549,857	21,058,151
Net change in fund balances	190,312	2,118,655	9,905,203	12,214,170
Fund balances, beginning of year	-	-	-	-
Fund balances, end of year	$ 190,312	$ 2,118,655	$ 9,905,203	$ 12,214,170

The accompanying notes are an integral part of these financial statements.

Veranda Community Development District II
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities

Year ended September 30,		**2019**
Net change in fund balances - governmental funds	$	12,214,170
Capital outlay, reported as expenditures in the governmental funds, is shown as capital assets on the Statement of Net Assets.		8,037,554
Bond proceeds which are reported as other financing sources in the governmental funds are recognized as long-term liabilities in the Statement of Net Position.		(21,360,000)
Governmental funds report the effects of the bond issue discount when debt is first issued, whereas these amounts are deferred and amortized in the Statement of Activities.		301,849
Amortization of original issue discounts is not recognized in the governmental fund statements but is reported as an expense in the Statement of Activities.		(9,864)
The change in accrued interest between the current and prior year is recorded on the Statement of Activities but not on the fund financial statements.		(465,531)
Change in net position of governmental activities	$	(1,281,822)

The accompanying notes are an integral part of these financial statements.

NOTE 1: NATURE OF ORGANIZATION

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

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

The District is governed by a Board of Supervisors ("Board"), which is comprised of five members. The Supervisors are elected on an at large basis by qualified electors that reside within the District. All supervisors are affiliated with the Developer of the District, Veranda St. Lucie Land Holdings, LLC. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the final responsibility for:

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

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include or exclude a potential component unit in the reporting entity was made by applying the criteria set forth by Generally Accepted Accounting Principles (GAAP) as defined by the Governmental Accounting Standards Board (GASB). Based on the foregoing criteria, no potential component units were found.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the District conform to GAAP as applicable to governments in accordance with those promulgated by GASB. The following is a summary of the more significant policies:

Government-wide and Fund Financial Statements

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

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all the non-fiduciary activities of the primary government. Governmental activities, which normally are supported by assessments, are reported separately from

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

business-type activities, which rely to a significant extent on fees and charges for support. The business-type activities are reported separately in government-wide financial statements; however, at September 30, 2019, the District did not have any significant business-type activities. Therefore, no business-type activities are reported. Assessments and other items not properly included as program revenues (i.e., charges to customers or applicants who purchase, use, or directly benefit from goods or services) are reported as general revenues.

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting and Basis of Presentation

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

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

Developer contributions and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the following major governmental funds:

General Fund – The General Fund is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in other funds.

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

Capital Projects Fund – The Capital Projects Fund is used to account for the financial resources to be used in the acquisition or construction of major infrastructure within the District.

For the year ended September 30, 2019, the District does not report any proprietary funds.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

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

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed. When committed, assigned, or unassigned resources are available for use in the governmental fund financial statements, it is the government's policy to use committed resources first, followed by assigned resources, then unassigned resources as needed.

Cash, Deposits and Investments

The District maintains deposits with "Qualified Public Depositories" as defined in Chapter 280, Florida Statutes. All Qualified Public Depositories must place with the Treasurer of the State of Florida securities in accordance with collateral requirements determined by the State's Chief Financial Officer. In the event of default by a Qualified Public Depository, the State Treasurer will pay public depositors all losses. Losses in excess of insurance and collateral will be paid through assessments between all Qualified Public Depositories.

Under this method, all the District's deposits are fully insured or collateralized at the highest level of security as defined by GASB Statement Number 40*, Deposits and Investment Disclosures (An Amendment of Governmental Accounting Standards Board Statement Number 3).*

The District is authorized to invest in financial instruments as established by Section 218.415, Florida Statutes. The authorized investments include among others direct obligations of the United States Treasury; the Local Government Surplus Trust Funds as created by Section 218.405, Florida Statutes; SEC registered money market funds with the highest credit quality rating from a nationally recognized rating agency; and interest-bearing time deposits or savings accounts in authorized financial institutions.

Capital Assets

Capital assets, which include primarily infrastructure assets (e.g. roads, sidewalks, water management systems and similar items), are reported in the governmental activities column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial/individual cost of more than $5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost and estimated historical cost if purchased or constructed. Donated assets are recorded at estimated fair market value at the date of donation.

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

Property, plant and equipment of the primary government will be depreciated using the straight-line method over the estimated useful lives.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the U.S. requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position and balance sheet – governmental funds includes a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any of this type of item at September 30, 2019.

In addition to liabilities, the statement of financial position and balance sheet – governmental funds will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District only has one item, deferred revenue, due to excess developer contributions over expenditures, which qualifies for reporting in this category at September 30, 2019.

Fund Equity

Net position in the government-wide financial statements represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources and is categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents assets related to infrastructure and property, plant and equipment, net of any related debt. Restricted net position represents the assets restricted by the District's bond covenants.

Governmental fund equity is classified as fund balance. Fund balance is further classified as nonspendable, restricted, committed, assigned, or unassigned. Nonspendable fund balance cannot be spent because of its form. Restricted fund balance has limitations imposed by creditors, grantors, or contributors or by enabling legislation or constitutional provisions. Committed fund balance is a limitation imposed by the District board through approval of resolutions. Assigned fund balance is a limitation imposed by a designee of the District board. Unassigned fund balance in the General Fund is the net resources in excess of what can be properly classified in one of the above four categories. Negative unassigned fund balance in other governmental funds represents excess expenditures incurred over the amounts restricted, committed, or assigned to those purposes.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Budgets

The District is required to establish a budgetary system and an approved annual budget. Annual budgets are legally adopted on a basis consistent with GAAP for the General Fund. Any revision to the budget must be approved by the District Board. The budgets are compared to actual expenditures. In instances where budget appropriations and estimated revenues have been revised during the year, budget data presented in the financial statements represent final authorization amounts.

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

A. Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
B. A public hearing is conducted to obtain comments.
C. Prior to October 1, the budget is legally adopted by the District Board.
D. All budget changes must be approved by the District Board.
E. Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

NOTE 3: CAPITAL ASSETS

The following is a summary of changes in the capital assets for the year ended September 30, 2019:

	Beginning Balance	Additions	Disposals	Ending Balance
Governmental activities:				
Capital assets, not being depreciated				
Infrastructure under construction	$ -	$ 8,037,554	$ -	$ 8,037,554
Total capital assets not being depreciated	-	8,037,554	-	8,037,554
Governmental activities capital assets, net	$ -	$ 8,037,554	$ -	$ 8,037,554

The District contains approximately 754.75 acres of land, which are being developed as a series of single-family residential developments, in five different assessment areas. The development will be completed in phases and build out is planned for approximately 1,605 single-family homes and associated amenities. The estimated cost of the project is approximately $47 million, which includes approximately $5.2 million of previously funded improvements by the St. Lucie Land Holdings Special Assessment District ("SAD") for the benefit of lands within the SAD, which include the District's lands. During the year ended September 30, 2019, the District issued Series 2018 Special Assessment Revenue Bonds totaling approximately $21.4 million to fund the construction of infrastructure in the five assessment areas. Certain additional costs will be funded by the Developer to complete assessment areas one and two, and the District expects to issue additional bonds in the future to complete assessment areas three, four and five.

NOTE 4: BONDS PAYABLE

In December 2018, the District issued $21,360,000 of Special Assessment Revenue Bonds, Series 2018 consisting of $7,405,000 Series 2018A (Assessment Area One – Gardens East Project), $7,045,000 Series 2018A (Assessment Area Two – Preserve West Project), and $6,910,000 Series 2018B (Assessment Areas Three, Four, and Five). Interest rates for the Series 2018A Bonds are fixed and range from 4.00% to 5.125%, and Series 2018B Bonds have a fixed rate of 5.875%. The Bonds were issued to finance the acquisition and construction of the 2018 projects (see Note 3). Interest is paid semiannually on each May 1 and November 1. Principal payments on the Series 2018A Bonds are made serially commencing on November 1, 2020 through November 1, 2049. Principal is due on the Series 2018B Bonds on November 1, 2032.

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedure to be followed by the District on the assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District is in compliance with the requirements of the Bond Indenture.

The Bond Indenture requires that the District maintain adequate funds in the reserve accounts to meet the debt service reserve requirements as defined in the Indenture. The requirement has been met for the fiscal year ended September 30, 2019.

The balance of the long-term bonds at September 30, 2019 is summarized as follows:

Year Ending September 30,		**2019**
Bond principal balance	$	21,360,000
Less unamortized bond discount		(291,985)
	$	21,068,015

Long-term liability activity for the year ended September 30, 2019 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental Activities					
Bonds Payable:					
Series 2018A	$ -	$ 14,450,000	$ -	$ 14,450,000	$ -
Series 2018B	-	6,910,000	-	6,910,000	-
	$ -	$ 21,360,000	$ -	$ 21,360,000	$ -

NOTE 4: BONDS PAYABLE (Continued)

At September 30, 2019, the scheduled debt service requirements on long-term debt were as follows:

Year Ending September 30,	Principal	Interest	Total Debt Service
2020	$ -	$ 1,117,275	$ 1,117,275
2021	235,000	1,112,575	1,347,575
2022	240,000	1,103,075	1,343,075
2023	250,000	1,093,275	1,343,275
2024	260,000	1,083,075	1,343,075
2025 - 2029	1,470,000	5,235,700	6,705,700
2030 - 2034	8,765,000	4,241,594	13,006,594
2035 - 2039	2,365,000	2,295,813	4,660,813
2040 - 2044	3,020,000	1,620,441	4,640,441
2045 - 2049	3,860,000	743,638	4,603,638
2050	895,000	22,934	917,934
	$ 21,360,000	$ 19,669,395	$ 41,029,395

NOTE 5: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District maintains commercial insurance coverage to mitigate the risk of loss. Coverage may not extend to all situations. Management believes such coverage is sufficient to preclude any significant uninsured losses to the District. The District has not incurred any losses or received any insurance claims exceeding the commercial coverage since inception.

NOTE 6: MANAGEMENT COMPANY

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

NOTE 7: CONCENTRATION

A significant portion of the District's activity going forward is dependent upon the continued involvement of the Developer, Veranda St. Lucie Land Holdings, LLC, which currently owns the majority of the assessable property located within the District's boundaries. The loss of support could potentially have a material adverse effect on the District's operations.

During the year ended September 30, 2019, the District recorded Developer contributions totaling $77,100 and deferred developer contributions revenue totaling $13,019, as reported on the accompanying financial statements. At September 30, 2019, the Developer owed $17,375 to the District for the funding of the general operations of the District, which is included in Due from Developer on the accompanying financial statements. In addition, during the current year, the District entered into cost sharing agreements with the Developer for construction of Phases I and II of Veranda Preserve West and Phase I of Veranda Gardens East. At September 30, 2019, the Developer owed the District $1,140,138 in connection with these agreements (see Note 9), which is also included in Due from Developer on the accompanying financial statements.

NOTE 8: INTERLOCAL AGREEMENT

In July 2018, the District entered into a cost sharing agreement with the City of Port St. Lucie whereby the City will collect fees for stormwater management within the area identified as being within the boundaries of the District platted for urban development and the District will assume the city's responsibility to maintain the stormwater system in exchange for a portion of the City's stormwater fees collected.

In consideration of the District assuming sole responsibility for the maintenance of the stormwater system, the City has agreed to pay the District 75% of stormwater utility fees collected by the City from areas within District boundaries. Payment is to be made monthly, as fees are collected by the City. For the fiscal year ended September 30, 2019, the City remitted $190,104 to the District, which is included in Interest and other revenues on the accompanying financial statements.

NOTE 9: COMMITMENTS

In April 2019, the Developer assigned the District the contract for construction of Veranda Gardens East, Phase I (assessment area one) totaling $1,740,874. The District has approved change orders totaling $732,235, increasing the total contract amount to $2,473,109. Accordingly, at September 30, 2019, there was $739,915 remaining on the contract and work is expected to be completed during 2020. A portion of these costs will be reimbursed by the Developer, and are included in Due from Developer on the accompanying financial statements.

NOTE 9: COMMITMENTS (Continued)

In April 2019, the Developer assigned the District the contract for construction of Veranda Preserve West, Phase I (assessment area two) totaling $3,388,005. The District has approved change orders totaling $409,274, increasing the total contract amount to $3,797,279. Accordingly, at September 30, 2019, there was $1,004,652 remaining on the contract. The project is expected to be completed during 2020. A portion of these costs will be reimbursed by the Developer, and are included in Due from Developer on the accompanying financial statements.

In September 2019, the Developer assigned the District the contract for Becker Road Phase II construction, which was executed in August 2019, totaling $3,515,625. As of September 30, 2019, there was $3,373,807 remaining on the contract and work is expected to be completed during 2020.

In September 2019, the District entered into a contract for the construction of an entry wall and sign totaling $108,940. The entire contract balance was outstanding at September 30, 2019, and work is expected to be completed in 2020. A portion of these costs will be reimbursed by the Developer.

NOTE 10: SUBSEQUENT EVENTS

In November 2019, the District entered into a contract for the development of an entry feature totaling $356,919 after change orders. The project is anticipated to be completed in November 2020.

In January 2020, the District entered into an agreement for landscape architecture services, under which three projects were initiated, totaling $132,000. The projects are anticipated to be completed in fiscal year 2020.

In February 2020, the District entered into a contract for the construction of infrastructure for Veranda Preserves West, Phase II (assessment area two) totaling $2,688,438. Construction commenced in February 2020 and is anticipated to be completed in October 2020. A portion of these costs will be reimbursed by the Developer.

In March 2020, the World Health Organization made the assessment that the outbreak of a novel coronavirus (COVID-19) can be characterized as a pandemic. As a result, uncertainties have arisen that may have a significant negative impact on the operating activities and results of the District. The occurrence and extent of such an impact will depend on future developments, including (i) the duration and spread of the virus, (ii) government quarantine measures, (iii) voluntary and precautionary restrictions on travel or meetings, (iv) the effects on the financial markets, and (v) the effects on the economy overall, all of which are uncertain.

Required Supplemental Information
(Other Than MD&A)

Veranda Community Development District II
Budget to Actual Comparison Schedule - General Fund

Year ended September 30,	2019		
	Original and Final Budget	**Actual Amounts**	**Variance with Final Budget**
Revenues			
Developer contributions	$ 239,875	$ 77,100	$ (162,775)
Interest and other revenues	-	190,312	190,312
Total revenues	239,875	267,412	27,537
Expenditures			
General government	134,875	74,350	60,525
Maintenance and operations	105,000	2,750	102,250
Total expenditures	239,875	77,100	162,775
Excess of revenues over expenditures	$ -	$ 190,312	$ 190,312

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Veranda Community Development District II (hereinafter referred to as the "District"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report dated May 13, 2020.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
May 13, 2020

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MANAGEMENT LETTER

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

Report on the Financial Statements

We have audited the financial statements of the Veranda Community Development District II ("District") as of and for the fiscal year ended September 30, 2019, and have issued our report thereon dated May 13, 2020.

Auditor's Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in these reports, which are dated May 13, 2020, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the proceeding annual audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

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

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
May 13, 2020

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INDEPENDENT ACCOUNTANTS' REPORT

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

We have examined Veranda Community Development District II's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2019. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2019.

This report is intended solely for the information and use of management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
May 13, 2020

STAFF REPORTS

District Counsel

District Engineer

District Manager

Tab 8

Gertrude Walker
Supervisor of Elections
St. Lucie County

4132 Okeechobee Road • Fort Pierce, FL 34947-5412 • (772) 462-1500 • Fax (772) 462-1439

May 12, 2020

Melissa Dobbins
Regional Manager
Rizzetta & Company
2806 N. 5th St., Ste. 403
St. Augustine, FL 32084

Dear Ms. Dobbins,

This letter is in response to your request for the number of registered voters as of April 15, 2020, in the Community Development District listed below. Based on the information provided in your letter of request, our office staff has researched the mapping system and voter record files and found the following:

NAME	VOTERS
Veranda II	0

Please contact Judith Durogene, Candidate Coordinator, at 772-462-1504 if you have any questions or need additional information.

Sincerely,

Gertrude Walker

Gertrude Walker
St. Lucie County Supervisor of Elections

250 NW Country Club Drive • Port St. Lucie, Florida 34986 • (772) 871-5410 • Fax (772) 871-5323
1664 SE Walton Road • Port St. Lucie, Florida 34952 • (772) 337-5323 • Fax (772) 337-5626
10264 SW Village Parkway • Port St. Lucie, Florida 34987 • (772) 448-5172
www.slcelections.com • e-mail: elections@slcelections.com

BUSINESS ITEMS

Tab 9

Becker Road, Phase 2
Change Order No. 4
May 12, 2020

The Agreement between Veranda Community Development District II, and , dated April 5, 2020 is amended to incorporate the following:

ARTICLE 1 - WORK

1.01: The Contract is being amended to incorporate additional items for installation; these include irrigation sleeving, buried fiber optic, drainage, and existing utility abandonment method changes to reduce time. See Article 5 Contract Price, Description.

ARTICLE 5 - CONTRACT PRICE

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
C.O. 4	Buried Fiber Optic	160	LF	$ 5.45	$ 871.20
C.O. 4	8" Class 200 PVC Irrigation Sleeve	120	LF	$ 23.87	$ 2,864.40
C.O. 4	2" Class 200 PVC Irrigation Sleeve	120	LF	$ 11.61	$ 1,392.60
C.O. 4	24" HDPE	-40	LF	$ 59.84	$ (2,393.60)
C.O. 4	Connect to existing pipe	1	EA	$ 5,428.50	$ 5,428.50
C.O. 4	Construction Entrance	1	EA	$ 1,677.50	$ 1,677.50
C.O. 4	IQ ARV Assembly	1	EA	$ 9,432.50	$ 9,432.50
C.O. 4	Grout and Abandon Existing IQ	1	EA	$ 6,880.50	$ 6,880.50
C.O. 4	Grout and Abandon Existing WM	1	EA	$ 7,199.50	$ 7,199.50
C.O. 4	Remove and Dispose WM and IQ	-575	LF	$ 8.36	$ (4,807.00)
	See Attached Revised Pay Application Template			Total Changes:	$28,546.10

ORIGINAL CONTRACT AMOUNT	PREVIOUS CO's AMOUNT	CHANGE ORDER 3 AMOUNT	REVISED CONTRACT AMOUNT	%
$3,515,624.51	$177,761.00	$28,546.10	$3,721,931.61	0.77%

5.01.A: For all Work other than Unit Price Work, a lump sum of: $3,721,931.61

All other provisions of the Agreement and Contract Documents remain unchanged.

Veranda Community Development District II

By: John A. Lynch, Vice Chairman

Date: 5.12.20

Guettler Brothers Construction

By:

Date: 5/19/2020

Tab 10

Veranda Preserve West, Phase 2
Change Order No. 1
April 14, 2020

The Agreement between Veranda Community Development District II and Firethorn, Inc., dated February 11, 2020 is amended to incorporate the following:

ARTICLE 1 - WORK

1.01: The lump sum contract is being amended to incorporate changes between the Bid Construction Plans issued and the updated construction plans as of March 15, 2020: Irrigation main line and conduit revisions, additional clearing, and a sanitary sewer manhole relocation. Please see Article 5 Contract Price, Description.

ARTICLE 4 - CONTRACT TIMES

4.02.A: No change - All work will be completed within the existing Contract Time.

ARTICLE 5 - CONTRACT PRICE

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
IRRIGATION					
C.O. 1	Irrigation - 4" IRR	60	LF	$16.00	$ 960.00
C.O. 1	Irrigation - 6" IRR	-300	LF	$8.50	$ (2,550.00)
C.O. 1	Irrigation - 8" IRR	300	LF	$25.00	$ 7,500.00
C.O. 1	Double IQ Service	3	EA	$1,050.00	$ 3,150.00
C.O. 1	1.5" Conduit	360	LF	$2.55	$ 918.00
C.O. 1	Sweeps	8	EA	$5.00	$ 40.00
C.O. 1	Additonal Service Install	1	EA	$1,050.00	$ 1,050.00
CLEARING					
C.O. 1	Additional Clearing	2.4	AC	$4,500.00	$ 10,800.00
C.O. 1	Additional Silt Fence Install	680	LF	$1.50	$ 1,020.00
SANITARY SEWER					
C.O. 1	Manhole Relocation	1	EA	$500.00	$ 500.00
See Attached Revised Pay Application Template				**Total Changes:**	**$23,388.00**

ORIGINAL CONTRACT AMOUNT	PREVIOUS CO's AMOUNT	CHANGE ORDER 1 AMOUNT	REVISED CONTRACT AMOUNT	%
$2,677,132.15	$0.00	$23,388.00	$2,700,520.15	0.87%

5.01.A: For all Work other than Unit Price Work, a lump sum of: $2,700,520.15

All other provisions of the Agreement and Contract Documents remain unchanged.

Veranda Community Development District II

By: John T. Lynch, Vice Chair

Date: 4.14.20

Firethorn, Inc.

By:

Date: 04/14/2020

Tab 11

FIRST AMENDMENT TO THE AGREEMENT FOR SIGNAGE DESIGN AND CONSTRUCTION SERVICES BETWEEN VERANDA COMMUNITY DEVELOPMENT DISTRICT II AND DAVID HARBER, LTD

This First Amendment ("First Amendment") is made and entered into this ____ day of _____, 2020, by and between:

VERANDA COMMUNITY DEVELOPMENT DISTRICT II, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Port St. Lucie, Florida, and having a mailing address of 2806 North Fifth Street, Unit 403, St. Augustine, Florida 32084 (the "District"), and

DAVID HARBER, LTD, a Bespoke Sculpture Manufacturer, whose address is Blewburton Barns, Hagbourne Road, Aston Upthorpe, Oxfordshire, OX11 9EE ("Contractor" and, together with the District, the "Parties").

RECITALS

WHEREAS, the District and the Contractor entered into an agreement for design and construction services of an artistic signage structure (the "Agreement") attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Section 10 of the Agreement, the parties desire to amend the Agreement as set forth in more detail below and in the Contractor's proposal dated March 27, 2020, attached hereto as **Exhibit B**; and

WHEREAS, each of the parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agree as follows:

SECTION 1. The Agreement is hereby affirmed and the parties hereto agree that it continues to constitute a valid and binding agreement between the parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 2. The Agreement is hereby amended as follows:

A. The Agreement is hereby amended to reflect the correct name and address

of the District throughout the Agreement as follows: Veranda Community Development District II, 2806 North Fifth Street, Unit 403, St. Augustine, Florida 32084. In addition, Section 20 is hereby amended to reflect that the public records custodian for the District is Melissa Dobbins and questions regarding Contractor's duty to provide public records relating to the Agreement be directed to **RIZZETTA & COMPANY, INC., 2806 NORTH FIFTH STREET, UNIT 403, ST. AUGUSTINE, FLORIDA 32084, (904) 436-6270, INFO@RIZZETTA.COM.**

B. The Agreement is hereby amended to reflect the updated scope of services pursuant to Contractor's proposal dated March 27, 2020, which proposal is attached hereto as **Exhibit B**. To the extent that any terms or conditions found in **Exhibit B** conflict with the terms of the Agreement or this Amendment, the Agreement and this Amendment control and shall prevail. Compensation for the services shall be amended in accordance with **Exhibit B**. Such payment shall be due and payable in accordance with the terms of the Agreement.

SECTION 3. All other terms of the Agreement shall remain in full force and effect and are hereby ratified.

IN WITNESS WHEREOF, the parties hereto have signed this First Amendment to the Agreement on the day and year first written above.

ATTEST:	**VERANDA COMMUNITY DEVELOPMENT DISTRICT II**
_____	_____
Secretary/Assistant Secretary	Chairperson, Board of Supervisors
	DAVID HARBER, LTD
_____	By:_____
By:_____	Its:_____

Exhibit A: Agreement
Exhibit B: Proposal

Exhibit A to First Amendment

AGREEMENT FOR SIGNAGE DESIGN AND CONSTRUCTION SERVICES BETWEEN VERANDA COMMUNITY DEVELOPMENT DISTRICT II AND DAVID HARBER, LTD

This Agreement (the "Agreement") is made and entered into this First day of November, 2019, by and between:

VERANDA COMMUNITY DEVELOPMENT DISTRICT II, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Port St. Lucie, Florida, and having a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

DAVID HARBER, LTD, a Bespoke Sculpture Manufacturer, whose address is Blewburton Barns, Hagbourne Road, Aston Upthorpe, Oxfordshire, OX11 9EE (the "Contractor," and together with the District, the "Parties").

RECITALS

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements, including signage improvements; and

WHEREAS, the District desires to retain an independent contractor to provide the labor, materials, and services necessary to design and construct an artistic signage structure to be located at the roundabout on Becker Road as set forth in the attached **Exhibit A,** which is hereby incorporated by reference herein (the "Services"); and

WHEREAS, Contractor represents that it is capable, willing, and able to provide such Services to the District; and

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

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The Contractor agrees to provide the labor, materials and services necessary for the design and construction of the signage improvements as described herein and in the attached **Exhibit A.**

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. The Contractor shall report directly to the District's Designee who shall be the District Engineer.

C. This Agreement grants to Contractor the right to enter, and reasonable ingress and egress to, the District's property for the purpose of facilitating the completion of the Services, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities within twenty-four (24) hours at its sole cost and expense.

SECTION 3. COMPENSATION.

A. In exchange for the Contractor providing the Services, the District shall pay the Contractor in accordance with **Exhibit A** hereto. The District shall remit payment within thirty (30) days of receipt of invoices received by the Contractor, or otherwise in accordance with the Prompt Payment Act or **Exhibit A** hereto, which shall control in the event of any conflicts.

B. If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, as set forth in more detail herein.

SECTION 4. COVENANT. Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

SECTION 5. WARRANTY. The Contractor warrants to the District that all services and materials shall be of good quality, free from faults and defects, and all materials furnished under this Agreement shall be new. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Services, including but not limited to, services and materials, provided by the Contractor pursuant to this Agreement shall be warranted by the Contractor for one (1) year from the date of the final acceptance of the Services by the District. The Contractor further warrants that all material with a manufacturer's warranty will be installed in a manner consistent with any applicable warranty requirements and Contractor's work and installation shall not impair or void the manufacturer's warranty.

SECTION 6. INSURANCE.

A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including contractual)	$1,000,000
Property Damage (including contractual)	$1,000,000
Automobile Liability (if applicable)	
Bodily Injury and Property Damage	$1,000,000

B. Contractor shall name the District, its agents, staff, consultants and supervisors, as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this

Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 8. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 9. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 10. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 11. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 12. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Veranda Community Development District II
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

	With a copy to:	Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301 Attn: District Counsel
B.	**If to the Contractor:**	David Harber Ltd. Blewburton Barns, Hagbourne Road Aston Upthorpe, Oxfordshire, OX11 9EE Attn: _____

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

SECTION 13. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 14. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 16. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State

of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Lucie County, Florida.

SECTION 17. INDEMNIFICATION.

A. Contractor, its employees, agents, designees and subcontractors shall defend, hold harmless and indemnify the District and District's directors, officers, staff, employees, and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees and costs, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the work or services performed hereunder up to the amount of One Million Dollars ($1,000,000). By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 18. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 19. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing ten (10) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide ten (10) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 20. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Michael McElligott** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the

District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, MMCELLIGOTT@SDSINC.ORG, OR 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

SECTION 21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 22. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 23. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

[SIGNATURES ON NEXT PAGE]

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

Attest:

Secretary/Assistant Secretary

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

Vice Chairman, Board of Supervisors

Witness:

Signature of Witness

DAVID HARBER LTD.

By:

Print Name: DAVID JOHN HARBER

Title: MANAGING DIRECTOR

Exhibit A: Scope of Services

Exhibit A

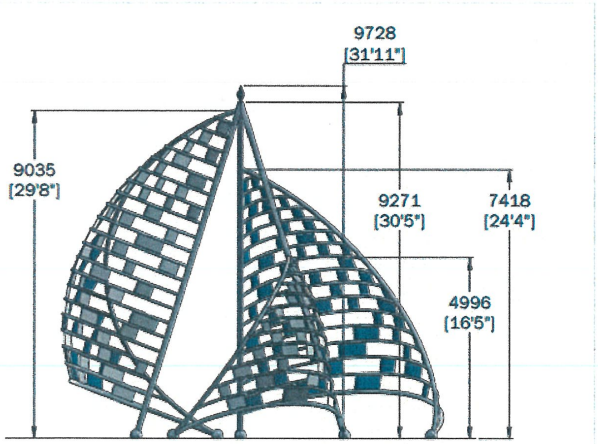
DAVIDHARBER

EXTERIORS | INTERIORS | BIG SPACES

Mr. John T Lynch
Veranda CDD II
2806 N Fifth Street
Suite 403
St Augustine
Florida
32084
United States of America

21/10/2019

Deposit invoice the design, supply, delivery and install of a 3-sail sculpture.

Design and supply of 3 sails made from pre-polished 316 marine grade mirror polished stainless-steel tube sections and polished stainless-steel inserts would that are powder coated a graduating blue colour on their reverse sides. Our work is 0% rated for import duty, but any local tax would need to be settled by you.  	USD258,731
Cost of installation for 2 David Harber installers on site for 5 days.	USD11,200 before flights, hotels and travel time.
Nearer the time of shipping we will get a formal price for crating, shipping and insurance.	To be advised.
Lead times Once a 25% deposit it paid, we would need 3 weeks to produce all the shop/general assembly drawings. Once we have received formal sign off on these via our Drawing Approval Form, we'll then need a further 25 weeks to make the three sails and then a further 3 weeks for shipping/customs clearance and onward deliver. There would then be a week for installation.	

Blewburton Barns, Hagbourne Road,
Aston Upthorpe, Oxon OX11 9EE

Tel +44 (0) 1235 859300 Fax +44 (0) 1235 851125
Email sales@davidharber.com Web www.davidharber.com

DAVIDHARBER

EXTERIORS | INTERIORS | BIG SPACES

Payment Terms 1. 25% to place an order and begin the technical design phase 2. 25% once drawings have been signed off, upon receipt construction will begin 3. 45% prior to shipping. The sails will be evidenced through photography or you would be more than welcome to view the assembled sails here at our workshop here in the UK. 4. Final 5% and all associated shipping, insurance and installation costs on sign off of installation. We ask for payment to be made within 7 days of the date of invoice.	
Items not currently costed or outside of our scope of works. 1. Hotels. 2. Flights and travel time incurred. 3. Packing, shipping and insurance. 4. Handling and lifting equipment (cherry picker, truck mounted crane with drivers etc...) We may also require additional onsite labour to make sure a safe and secure lifting and installation plan is adhered to. 5. 'City' engineering sign off, permitting and all associated 'local' administration. 6. All fixing foundation tubes or plates are to be sent to the client in advance of the main installation so they can be secured in advance by your team. 7. David Harber Ltd's scope of works excludes any surfacing or foundation work, including that stated above as well as making provision for the installation and supply of cabling, conduits, light fittings and final electrical connections.	
TOTAL before the cost of hotels, flights, travel time, crating, shipping and insurance.	USD269,931
DUE NOW - 25% DEPOSIT to place an order and begin the technical design phase.	**USD67,482.75**
25% once drawings have been signed off, upon receipt construction will begin.	USD67,482.75
45% prior to shipping. The sails will be evidenced through photography or you would be more than welcome to view the assembled sails here at our workshop here in the UK.	USD121,468.95
Final 5% and all associated shipping, insurance and installation costs on sign off of installation.	To be advised.

All orders are subject to our standard Terms & Conditions of sale.
Prices quoted are valid for 30 days from date of quotation.

David Harber accepts payment via bank transfer. Any bank charges for international payments must be borne by the customer.

Bank details follow below.

Blewburton Barns, Hagbourne Road,
Aston Upthorpe, Oxon OX11 9EE

Tel +44 (0) 1235 859300 Fax +44 (0) 1235 851125
Email sales@davidharber.com Web www.davidharber.com

DAVIDHARBER

EXTERIORS | INTERIORS | BIG SPACES

Please quote "Veranda CDD II" if paying by bank transfer.

Bank Details

Lloyds Bank PLC, Commercial Banking, 1st Floor, Walton Street, Aylesbury, Bucks, HP21 7QW

Bank Details:	Lloyds Bank PLC
Account Number:	11689991
Sort Code:	30-94-13
Account Name:	David Harber Ltd
BIC/SWIFT Number:	LOYD GB 21355
IBAN Number:	GB62 LOYD 3094 1311 6899 91

Blewburton Barns, Haghourne Road,
Aston Upthorpe, Oxon OX11 9EE

Tel +44 (0) 1235 859300 Fax +44 (0) 1235 851125
Email sales@davidharber.com Web www.davidharber.com

Exhibit B to First Amendment

DAVIDHARBER

UPLIFT DEPOSIT INVOICE

Order no **6754-1**

Order **27/03/2020**
Customer Order No:

Veranda Community Developments
District II
2501A Burns Road, Palm Beach

FL 33410
USA

Site Address if different
Greenpointe Holdings LLC
SW Becker Road
Port Saint Lucie

FL 34953
USA

Deposit Uplift Invoice 25% of $86,988 agreed March 16th 2020		$21,747.00
	Total Price	$21,747.00

Bank Details:	**Lloyds TSB Bank**
Account Number:	**11689991**
Sort Code:	**30-94-13**
Account Name:	**David Harber Ltd**
BIC/SWIFT Number:	**LOYDGB21355**
IBAN Number:	**GB62LOYD30941311689991**

Payment to be made within seven days of the date of each invoice

THE QUEEN'S AWARDS FOR ENTERPRISE: INTERNATIONAL TRADE 2016

David Harber Ltd.,
Blewburton Barns,
Hagbourne Road, Aston Upthorpe,
Oxon OX11 9EE England

Tel +44 (0)1235 859300
Fax +44 (0)1235 851125
Email sales@davidharber.com
Web www.davidharber.com

The Company is registered in England and Wales. Company Registration No: 4018461

Tab 12

RESOLUTION 2020-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANDA COMMUNITY DEVELOPMENT DISTRICT II APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Veranda Community Development District II (**"District"**) prior to June 15, 2020, proposed budgets (**"Proposed Budget"**) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (**"Fiscal Year 2020/2021"**); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VERANDA COMMUNITY DEVELOPMENT DISTRICT II:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2020/2021 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: _____, 2020

HOUR: _____

The hearing may be conducted remotely, pursuant to _____ media technology and/or by telephone pursuant to Executive Orders 20-52, 20-69 and 20-123, issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*. In the event that conditions allow the meeting to be held in person, it will be held at the following location:

LOCATION: _____
_____
_____

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Port St. Lucie and St. Lucie County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 9th DAY OF JUNE, 2020.

ATTEST:

VERANDA COMMUNITY DEVELOPMENT DISTRICT II

_____
Assistant Secretary/Secretary

By:_____
Its:_____

Exhibit A: Proposed FY 2020/2021 Budget

Exhibit A
Will Be Attached as
Fiscal year 2020-2021
Proposed Budget

Supervisor Requests

ADJOURNMENT