

The Verandahs Community Development District

Board of Supervisors' Meeting November 1, 2022

District Office: 5844 Old Pasco Road, Suite 100 Wesley Chapel, Florida 33544 813.994.1615

www.theverandahscdd.org

THE VERANDAHS COMMUNITY DEVELOPMENT DISTRICT

The Verandahs Clubhouse, 12375 Chenwood Ave., Hudson, FL 34669

Board of Supervisors Stanley Haupt Chair

Thomas May
Tracy Mayle
Sara Henk
Vice Chair
Asst. Secretary
Asst. Secretary

Sarah Nesheiwat Asst. Secretary

District Manager Lynn Hayes Rizzetta & Company, Inc.

District Counsel Vanessa Steinerts Straley Robin & Vericker

District Engineer Giacomo Licari Dewberry Engineering, Inc.

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

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. 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 (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

decides to decision made the person who appeal any at meeting/hearing/workshop with respect to any matter considered the at 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.

THE VERANDAHS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 5844 OLD PASCO ROAD, SUITE 100 • WESLEY CHAPEL, FL 33544 MAILING ADDRESS · 3434 COLWELL AVENUE · SUITE 200 · TAMPA, FLORIDA 33614 www.theverandahscdd.org

October 24, 2022

Board of Supervisors The Verandahs Community **Development District**

Final Agenda

Dear Board Members:

The public hearing meeting of the Board of Supervisors of The Verandahs Community Development District will be held on Tuesday, November 1, 2022, at 6:30 p.m. at the Verandahs Amenity Center, 12375 Chenwood Avenue, Hudson, Florida 34669. The following is the Final Agenda for this meeting:

| 1. 2. | | LL TO ORDER/ROLL CALL DIENCE COMMENTS ON AGENDA ITEMS | |
|------------|------------|---|--------|
| 2. 3. | | ISINESS ITEMS | |
| J . | | Public Hearing on Rule Making for Proposed Revisions to Clubhouse Amenity Policies | |
| | | Consideration of District Facilities and Clubhouse Amenity Policies Consideration of Resolution 2023-01; Adopting Updated District | |
| | | Facilities and Amenity Policies for All Users of District Facilities | Tab 2 |
| | В. | Consideration of Resolution 2023-02; Amending Fiscal Year 2021-2022 | |
| | _ | Final Budget | Tab 3 |
| | C . | Consideration of Community Mulch Quote | |
| | D. | Consideration of Yellowstone Well Pump Repair Replacement Quote | Tab 5 |
| | E. | Consideration of High Trim Tree Removal Quote for Trees Along | |
| | _ | Preserve Area | Tab 6 |
| _ | F. | Discussion of CDD Board Communications with The Verandahs Community | |
| 4. | | AFF REPORTS | |
| | Α. | District Counsel | |
| | В. | District Engineer | |
| | C. | Presentation of Landscape Specialist Inspection Report and Landscaper | |
| | _ | Comments | |
| | D. | High Trim Report | |
| | E. | Presentation of Aquatics Report | Tab 9 |
| | | 1. Consideration of Aquatic Management Agreement for Fiscal Year. | |
| | | 2022-2023 | Tab 10 |
| | | 2. Exhibit A to Aquatic Management Agreement for Fiscal Year | |
| | _ | 2022-2023 | |
| | F. | Clubhouse Manager's Report | |
| | G. | District Manager Report | Tab 13 |

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| 5. | E | BUSINESS ADMINISTRATION | |
|----|-----|--|--------|
| | A. | Consideration of Minutes of the Board of Supervisors Meeting | |
| | | held October 4, 2022 | Tab 14 |
| | B. | Consideration of Operations & Maintenance Expenditures | |
| | | for August, 2022 | Tab 15 |
| 6. | AUD | IENCE COMMENTS | |
| 7. | SUP | ERVISOR REQUESTS | |
| 8. | ADJ | OURNMENT | |

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,

Lynn Hayes

District Manager

Tab 1

THE VERANDAHS COMMUNITY DEVELOPMENT DISTRICT

District Facilities and Clubhouse Amenity Policies

Revised November 1, 2022

DEFINITIONS

- "Annual User Fee" shall mean the fee established by the District for any person that is not a Property Owner or Renter and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action at a noticed public meeting.
 - "Board" shall mean the Board of Supervisors of the District.
- "Clubhouse Amenity" shall mean the property, otherwise known as the clubhouse owned by the District and intended for recreational use and shall include, but not specifically be limited to, the clubhouse, fitness center, and adjacent parking lot together with their appurtenant facilities and areas. It specifically excludes the pool and playgrounds adjacent to the clubhouse, which are owned and managed by The Verandahs At Pasco Community Association, Inc., a Florida not for profit corporation.
- "Clubhouse Amenity Manager" shall mean the person or firm so designated by the Board, including their employees.
- "Clubhouse Amenity Staff" shall mean the Clubhouse Amenity Manager, or such other individuals so designated by the Board to manage or operate the Clubhouse Amenity Facilities.
 - "District" shall mean The Verandahs Community Development District.
- "District Facilities" shall mean any property, building, parking lot, pond and pond easement, including the Clubhouse Amenity as defined above, and any other property owned and/or leased by the District. District Facilities locations are highlighted in red in Attachment 1.
- "District Manager" shall mean the professional management company with which the District has contracted to provide management services to the District.
 - "District's website" shall mean http://theverandahscdd.org
- "Guest" shall mean any person or persons who are invited and accompanied by a Patron to participate in the use of the Clubhouse Amenity Facilities. However, an individual, that is not an immediate family member residing in the household, may be a guest of a Patron no more than a total of eight (8) times per calendar year.
- **"Key Card"** shall mean an electronic key card distributed by the Clubhouse Amenity Manager to Patrons (one per residential unit) to access the Clubhouse Amenity Facilities. When you use the access card, your name and time of entry are registered.

- "Non-Patron" shall mean any individual that is not a Patron who is renting any portion of the Clubhouse Amenity Facilities pursuant to these Policies.
- "Non-Resident Patron" shall mean any person and his or her immediate family who is: (i) residing within the same residence, (ii) not a Property Owner or Renter, and (iii) and paying the Annual User Fee to the District for use of the Clubhouse Amenity Facilities.
 - "Patron" or "Patrons" shall mean Property Owners, Non-Resident Patrons, and Renters.
- "Policies" shall mean these Clubhouse Amenity Policies of the District, as amended from time to time.
- "Property Owner" shall mean that person or persons, and their immediate family who reside within the same residence, having fee simple ownership of land within the District.
- **"Renter"** shall mean any tenant, and their immediate family who reside within the same residence, residing in a Property Owner's home located within the District and pursuant to a valid rental or lease agreement.

GENERAL PROVISIONS

- (1) The Board reserves the right to amend or modify these Policies when necessary and will notify the Patrons of any changes by posting such changes on the District's website. However, in order to increase rates or fees the Board must hold a duly-noticed public hearing.
- (2) The Board, District Manager, and the Clubhouse Amenity Staff have full authority to enforce these Policies.
- (3) Patrons must use their assigned Key Card to enter the Clubhouse Amenity Facilities.
- (4) At no charge, one (1) facility Key Card will be issued to a Patron. Proof of property ownership or a valid lease may be required annually. All Patrons must use their Key Card for entrance to the Clubhouse Amenity Facilities. The Key Card should not be given out to non-Patrons. A maximum of one (1) Key Card will be issued per residential unit.
- (5) For *Replacement* Key Cards There is a \$30.00 to replace a Key Card. Please contact the Clubhouse Amenity Manager for instructions on how to obtain a replacement Key Card. Any Key Card being replaced will be deactivated.
- (6) All persons renting or leasing a home from persons owning the property in the District will be required to obtain a Key Card from the Clubhouse Amenity Manager.
- (7) Upon the District's insurance carrier's recommendation to ensure that the District mitigates children's exposure to injury, children under sixteen (16) years of age must be accompanied by a parent or adult Patron, eighteen (18) years of age or older. This policy is meant to follow the sound public policy and determination of appropriate age for minors to assume responsibility for their actions in accordance with the State of Florida's

requirements for obtaining a Florida's driver license.

- (8) The Clubhouse Amenity Facilities' hours of operation will be established and published by the District considering the season of the year and other circumstances. The Clubhouse Amenity Facilities will be closed on the following Holidays unless otherwise posted: Christmas Day, Thanksgiving Day and New Year's Day. The Clubhouse Amenity Facilities will also close early at the discretion of the Clubhouse Amenity Manager on Christmas Eve and New Year's Eve.
- (9) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Clubhouse Amenity Facilities' premises, except at pre-approved special events. Approval may only be granted by the Board or the District Chairperson if so authorized by the Board (present request to the District Manager's Office in advance of the meeting) and will be contingent upon providing proof of event insurance with the District named an additional insured. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the District Manager's Office prior to the event.
- (10) Vehicles must be parked in designated paved areas only. Vehicles shall not be driven or parked on grass lawns, sidewalks, pathways, pond easements, any District Facilities not designated as parking areas, or in any manner in which blocks or impedes the normal flow of traffic.
- (11) Fireworks of any kind are not permitted anywhere on the premises or adjacent areas of the Clubhouse Amenity Facilities.
- (12) No Patron or Guest is allowed in the service areas or the facility office of the Clubhouse Amenity Facilities.
- (13) Games are on a first come, first serve basis unless otherwise reserved. Use of equipment is limited to 1 hour to allow other guests their turn.
- (14) Smoking or the use of smokeless tobacco products, e-cigarettes, or vaporizers is not permitted anywhere within or on the grounds of the Clubhouse Amenity Facilities.
- (15) Guests must be registered with the Clubhouse Amenity Staff and accompanied by a Patron upon entering the Clubhouse Amenity Facilities.
- (16) Any person who verbally threatens the physical well-being of another person or who engages in behavior that may be dangerous, create a health or safety problem, create a hostile environment, or otherwise disturb others and cause them to fear for their physical wellbeing while in or around the Clubhouse Amenity Facilities may be reported to the local law enforcement agency, will be asked to leave and may have their access privileges suspended at the discretion of the District Board.
- (17) Clubhouse Amenity Staff and fellow Patrons and Guests are to be treated in a courteous and considerate manner. No staff member shall be reprimanded or harassed in any way by a Patron or Guest. Any cursing, sexual innuendoes, or other behavior which could result in liability for the District, shall automatically be expelled. Any unwarranted (pushing, shoving, grabbing, etc.) physical contact shall automatically be expelled because of the

increased risk of liability to the District, as a result of this type of behavior.

- (18) All Complaints regarding services rendered by any Clubhouse Amenity Staff member must be made to the District Manager and if warranted, law enforcement will be contacted. Patrons shall not engage or direct Clubhouse Amenity Staff on any private business, nor shall any Clubhouse Amenity Staff member be used for the individual benefit of the Patron, nor shall any Patron direct, supervise, or in any manner attempt to assert control over any such Clubhouse Amenity Staff members.
- (19) Disregard for any Policies, or other rules or policies of the District, may result in expulsion from all District Facilities and/or loss of Clubhouse Amenity Facilities privileges and will not relieve Patrons of obligations to pay assessments, rates, or fees incurred.
- (20) Off-road bikes/vehicles, and any unlicensed motor vehicles are prohibited on all property owned, maintained, and operated by the District or the Clubhouse Amenity Facilities. Golf carts may be used on roadways within the District provided such use is in accordance with applicable governmental rules and regulations, including those of Pasco County. Golf carts may not be driven or parked on any lawn areas, sidewalks, or other non-roadway surfaces within the District Facilities.
- (21) The Clubhouse Amenity Facilities does not offer child care services. Patrons or Guests should supervise their children.
- (22) Skateboarding is not allowed on any Clubhouse Amenity Facilities property, this includes but is not limited to: the building, porches, steps, pathways, and sidewalks surrounding this area.
- (23) Fishing is not permitted in any pond owned by the District.
- (24) Loss or destruction of property or instances of personal injury:
 - a. Each Patron and each Guest as a condition of invitation to the premises of the center assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Clubhouse Amenity Facilities, whether in lockers or elsewhere.
 - b. No person shall remove from the room in which it is placed or from the Clubhouse Amenity Facilities' premises any property or furniture belonging to the District or its contractors without proper authorization. Patrons shall be liable for any property damage and/or personal injury at the Clubhouse Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury. The District will utilize video surveillance to monitor compliance with these Policies.
 - c. Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game,

function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Clubhouse Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the District, the Board, Clubhouse Amenity Staff, District representatives, District contractors, and District agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Patron.

- d. Should any party bound by these Policies bring suit against the District, the Board or staff, agents or employees of the District, any Clubhouse Amenity Staff, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Clubhouse Amenity Staff, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).
- (25) For any emergencies, please call 911. Afterwards, all emergencies and injuries must be reported to the Clubhouse Amenity Staff as well as the District Manager via the contact information on the District's website.
- (26) All malfunctioning or broken equipment should immediately be reported to the District Manager via the contact information on the District's website.

PET AND SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of Service Animals- defined below) are not permitted on or within the Clubhouse Amenity Facilities.

A "Service Animal" includes dogs or other pets trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- (1) If the Service Animal is out of control and the handler does not take effective measures to control it:
- (2) If the Service Animal is not housebroken; or
- (3) If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

Where dogs or other pets are permitted on the grounds, they must be leashed. Owners of any pets are responsible for picking up after their pets as a courtesy to residents.

GUESTS

- (1) Patrons who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest on any of these Policies as set forth by the District could result in loss of that Patron's privileges.
- (2) Each Patron may bring no more than four (4) persons per residence as guests to the Amenities at one time unless the Patron has rented a room at the Clubhouse Amenity Facilities in accordance with these Policies.
- (3) All Guests must be accompanied by a Patron at all times with a max of four (4) Guests per visit.

FITNESS CENTER

All Patrons and Guests using areas designed and designated for exercise or fitness use of the within the Clubhouse Amenity Facilities (the "Fitness Center") are expected to conduct themselves in a responsible, courteous and safe manner. Misuse or destruction of Fitness Center equipment may result in the suspension or termination of Clubhouse Amenity Facilities privileges.

Please note the Fitness Center is an unattended facility, persons using the Fitness Center do so at their own risk. Clubhouse Amenity Staff is not present to provide personal training or exercise consultation to Patrons or Guests. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

All Patrons will need to visit the Clubhouse Amenity Office during normal operating hours to sign the Fitness Center Waiver in order to activate their Fitness Center access.

- (1) Hours: The Fitness Center opens for use by Patrons during normal operating hours to be established and posted by the District. No access will be allowed, by a Patron or any other person, before or after Fitness Center hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Clubhouse Amenity Facilities for the entire household.
- (2) Eligible Users: Patrons sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. Children within the range of twelve (12) years of age and under sixteen (16) years of age are allowed under supervision by a parent or adult Patron, eighteen (18) years of age or older. Upon the District's insurance carrier's recommendation to ensure that the District mitigates children's exposure to injury, no children under the age of twelve (12) are allowed in the Fitness Center at any time. Guests may use the Fitness Center if accompanied by an adult Patron, eighteen (18) years of age or older. Patrons and Guests use this facility at their own risk.
- (3) Proper Attire: Appropriate clothing and athletic footwear (covering the entire foot) must

be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, shorts, leotards, and/or sweat suits.

- (4) Food and Beverage: Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
- (5) *General Policies for the Fitness Center:*
 - a. Each individual is responsible for wiping off fitness equipment after use.
 - b. Prior to the use of any personal trainer at the Clubhouse Amenity Facilities, the personal trainer must enter into an agreement with the District and provide evidence of acceptable training certificates and insurance.
 - c. Hand chalk is not permitted to be used in the Fitness Center.
 - d. Music and/or digital media players are not permitted unless they are personal units equipped with headphones. However, Clubhouse Amenity Staff is permitted to play music throughout the Clubhouse Amenity Facilities.
 - e. No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment.
 - f. Weights or other fitness equipment may not be removed from the Fitness Center.
 - g. Use of cardiovascular equipment shall be limited to thirty (30) minute periods and individuals shall alternate between multiple sets on weight equipment if other individuals are waiting. Please return weights and other fitness equipment to the proper location after use.
 - h. Any fitness program operated and run by Clubhouse Amenity Staff may have priority over other users of the Fitness Center.

CLUBHOUSE AMENITY FACILITIES USER FEE STRUCTURE

The residents of the District pay both debt assessments and annual operation and maintenance assessments in exchange for the benefits provided by the District's infrastructure and services, including but not limited to the Clubhouse Amenity Facilities. To be fair and equitable to the residents of the District, any non-residents who wish to enjoy the Clubhouse Amenity Facilities will be required to pay a fair and reasonable user fee that covers a proportional share of the District's infrastructure expenses and operation and maintenance expenses of the Clubhouse Amenity Facilities and the requisite supporting infrastructure. The Board may elect to cap the number of non-resident users to account for size and capacity limitations of the Clubhouse Amenity Facilities.

The Annual User Fee for Non-Resident Patrons is \$150 per month or \$1,800 per year.

FACILITY RENTAL POLICIES

The clubhouse and the meeting room portion of the Clubhouse Amenity Facilities may be rented for private events. Only one portion of the Clubhouse Amenity Facilities is available for rental during regular hours of operation. Both the clubhouse and the meeting room may be rented together during non-regular hours. Rentals may be made by both Patrons and Non-Patrons subject to the rates table below. Rentals may not be made by Patrons more than four (4) months prior to the event. Rentals made by Non-Patrons may be made no more than three (3) months in advance of the event. In addition, Patrons and Non-Patrons may rent a portion of the Clubhouse Amenity Facilities no more than six (6) times per calendar year. Persons interested in doing so should contact the Clubhouse Amenity Manager regarding the anticipated date and time of the event to determine availability. Please note that the Clubhouse Amenity Facilities may be unavailable for private events on the following holidays and on surrounding dates:

Easter Sunday Memorial Day Weekend 4th of July
Labor Day Weekend Thanksgiving Christmas Eve
Christmas Day New Year's Eve

The District retains the right to reserve the Clubhouse Amenity Facilities and additional facilities for District use at any time. Since the revocation of access privileges impacts Patrons more than Non-Patrons and since the District may have alternatives to enforce violations of the District's rules and policies against Patrons, the fees associated with renting the space are higher for non-Patrons. These fees are solely intended to ensure that the District is reasonably compensated for renting the space and also are in place to ensure the District can recoup some costs in the event there is damage to the space.

- (1) *Maximum Rental Duration:* Rentals may be made for up to five (5) total hours (including setup and post-event cleanup)
- (2) Rental Fees: A non-refundable room rental fee will be charged according to the schedule below: A final guarantee (number) of guests is to be conveyed to the Clubhouse Amenity Manager in writing (email is acceptable) no later than ten (10) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct.

| Patron Rates | \$0 |
|------------------|---|
| Non-Patron Rates | \$250.00 for up to 25 guests |
| | \$350.00 for 26 to 50 guests |
| | \$450.00 for 50 guests or more, up to the maximum |
| | designated occupancy |

- (3) *Deposit:* A refundable deposit of Two Hundred and Fifty Dollars (\$250.00) is required for any rental.
- (4) *Rental Process:* Individuals interested in renting a room must submit to the Clubhouse Amenity Manager, no later than fourteen (14) days prior to the event, a completed Facility Use Application indicating the nature of the event, the number of guests that will be attending, the hours when the event will be held, and whether alcohol and/or food will be served. The

Clubhouse Amenity Manager will determine if a Special Event Agreement (including evaluating if security services are needed to ensure public safety and any applicable costs will be the responsibility of the individual renting the room) will need to be executed prior to use of the Clubhouse Amenity Facilities. Where determined by the Clubhouse Amenity Manager to be required, a properly executed Special Event Agreement, along with all documentation required therein, must be received by the Clubhouse Amenity Manager no less than ten (10) days prior to the date of the event. The Clubhouse Amenity Manager will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the Board for consideration.

- (5) Payment to the District upon Approval: Upon approval and no later than ten (10) days from the rental date individuals should submit a check or money order (no cash) made payable to The Verandahs Community Development District to the Clubhouse Amenity Manager for the rental fee (if applicable) and for the deposit (should be separate checks or money orders). Failure to submit the applicable payments in time may result in the room not being reserved. Checks will be cashed by the District prior to the event.
- (6) *Refund of Deposit:* The District will issue a refund for the amount of the deposit following the event provided the Clubhouse Amenity Manager determines that there has been no damage to the Clubhouse Amenity Facilities and the premises has been properly cleaned after use. If the premises is not properly cleaned, the deposit will be kept for this purpose. To receive a full refund of the deposit, the following must be completed:
 - a. Ensure that all garbage is removed and placed in the outside receptacles.
 - b. Remove all displays, favors or remnants of the event.
 - c. Restore the furniture and other items to their original position.
 - d. Wipe off counters, table tops and sink area.
 - e. Replace garbage liner.
 - f. Clean out and wipe down the refrigerator, and all cabinets and appliances used. Clean any windows and doors in the rented room. Floor should be swept clean.
 - g. Ensure that no damage has occurred to the Clubhouse Amenity Facilities and its property.

If additional cleaning is required, the individual renting the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, individuals may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Clubhouse Amenity Manager shall determine the amount of deposit to return, if any.

(7) General Policies:

- a. Individuals renting the facilities are responsible for ensuring that their guests adhere to the policies set forth herein.
- b. Please note all Policies remain in force for these special circumstances and the District has final say in these matters.
- c. The volume of live or recorded music must not violate applicable Pasco County noise ordinances.
- d. Additional liability insurance coverage will be required for all events that are approved to serve alcoholic beverages. This policy also pertains to certain events the district feels should require additional liability coverage on a case by case basis to be reviewed

- by the District Manager or Board. The District is to be named on these policies as an additional insured party.
- e. Unless the person renting the facilities is a Patron, they shall not use any other portion of the Clubhouse Amenity Facilities.

RENTER'S PRIVILEGES

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owners' Clubhouse Amenity Facilities privileges. All such designations must be in writing and contain an affirmative statement of the Renter's rights for the use and enjoyment of the Clubhouse Amenity Facilities. A copy of the written designation must be provided to the District Manager before the Renter will be permitted to use the Clubhouse Amenity Facilities.
- (2) A Renter who is designated as the beneficial user of the Property Owner's privileges, as verified by proof of a valid lease on file with the appropriate homeowner's association, shall be entitled to the same rights and privileges to use the Clubhouse Amenity Facilities as the Property Owner and shall assume all liabilities associated with the assignment of such rights and privileges.
- Owner's privilege to use the Clubhouse Amenity Facilities, the Property Owner shall not be entitled to use the Clubhouse Amenity Facilities with respect to that property.
- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the deportment of their respective Renters.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) *Violations*. Privileges at the Clubhouse Amenity Facilities can be subject to suspension or termination by the Board if a Patron or their Guests:
 - a. Submits false information on an application for a Key Card.
 - b. Permits unauthorized use of a Key Card.
 - c. Exhibits unsatisfactory behavior, deportment or appearance.
 - d. Fails to abide by the Policies, or other rules or policies of the District established for the use of Clubhouse Amenity Facilities.
 - e. Fails to pay fees or assessments owed to the District in a proper and timely manner.
 - f. Treats the Board, District Manager, or Clubhouse Amenity Staff in an unreasonable, disrespectful, or abusive manner.
 - g. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the Clubhouse Amenity Facilities or Clubhouse Amenity Staff.

- h. Damages or destroys District property, gate arms, or other common areas.
- (2) Documentation of Violations. The District Manager or Clubhouse Amenity Manager shall record all violations, including repeat violations, on written incident reports and shall include the date, time, name of the parties involved, and nature of the violation. Such report shall be filed with the District Manager's Office within 24 hours of the incident. The District Manager shall maintain all records in accordance with public record laws.

(3) Suspension.

- a. The District Manager or Clubhouse Amenity Manager may at any time restrict or suspend any Patron's privileges to use any or all of the Clubhouse Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's property or Clubhouse Amenity Facilities from damage.
- b. The District Manager or Clubhouse Amenity Manager shall ask the Patron to leave the Clubhouse Amenity Facilities immediately, and shall call local law enforcement for assistance if the Patron fails to comply with the request.
- c. Such suspension shall be for a maximum period of 30 consecutive days.
- d. In determining the length of any suspension, the District Manager or Clubhouse Amenity Manager, shall take into account the nature of the conduct and any prior violations.
- e. Suspension or termination of privileges to use the Clubhouse Amenity Facilities shall not relieve Patrons of the obligation to pay applicable assessments, rates, or fees.

(4) Appeal of Suspension.

- a. A Patron subject to a suspension may appeal the suspension to the Board by filing a written request for an appeal, which written request shall be immediately sent to the District Chairperson with a copy to the District Manager.
- b. The filing of a request for an appeal shall not result in the stay of the suspension.
- c. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered.
- d. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose.
- e. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning or otherwise modifying the suspension, to address the appeal and any violations.
- f. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

- (5) Longer Suspension or Termination of Privileges by the Board.
 - a. The District Manager or Clubhouse Amenity Manager may recommend to the Board, or the Board on its own initiative may elect to consider, a longer suspension or termination of a Patron's privileges for committing any of the violations.
 - b. At least 15 days prior to any Board meeting where a longer suspension or termination is to be considered, the District shall send written notice of the meeting by United States mail to the Patron's last known address.
 - c. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose.
 - d. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations, including imposing a longer suspension or permanent termination of a Patron's privileges to use the Clubhouse Amenity Facilities.
 - e. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.
- (6) *Trespass*. If a Patron subject to a suspension or termination is found on the premises, such Patron may be subject to arrest for trespassing.

ATTACHMENT 1



Tab 2

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANDAHS COMMUNITY DEVELOPMENT DISTRICT ADOPTING UPDATED DISTRICT FACILITIES AND AMENITY POLICIES FOR ALL USERS OF DISTRICT FACILITIES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Verandahs Community Development District (the "**District**") is a local unit of special- purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Hillsborough County, Florida; and

WHEREAS, the District owns, maintains, and operates certain amenity facilities; and

WHEREAS, the Board of Supervisors of the District (the "**Board**") is authorized by Sections 190.011(15) and 190.035, Florida Statutes, to establish rules and policies for use of amenity facilities (the "**Amenity Policies**"); and

WHEREAS, the Board held a public hearing on November 1, 2022, to receive public comment on the proposed amendments to the Amenity Policies; and

WHEREAS, after hearing and considering public comment, the Board has concluded that the proposed amendments to the Amenity Policies shall be adopted.

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

Section 1. The Amenity Policies attached hereto as **Exhibit A** is adopted by the District.

The Verendahe

<u>Section 2</u>. This Resolution shall become effective immediately upon its adoption.

Passed and adopted this 1st day of November, 2022.

| Tittest. | Community Development District | | |
|---------------------|-----------------------------------|--|--|
| | Community Development District | | |
| | | | |
| | | | |
| Assistant Secretary | Name: Stanley Haupt | | |
| • | Chair of the Board of Supervisors | | |

Attact.

Exhibit A

The Verandahs Community Development District District Facilities and Clubhouse Amenity Policies

Tab 3

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANDAHS COMMUNITY DEVELOPMENT DISTRICT AMENDING ITS BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the "**Board**") of the Verandahs Community Development District (the "**District**") previously adopted its budget for fiscal year 2021/2022;

WHEREAS, the Board desires to amend the budget to relocate funds to a new budget category;

WHEREAS, the District is empowered by section 189.016, Florida Statutes, to amend the budget at any time during a fiscal year or within 60 days following the end of the fiscal year based on actual revenues and expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

- 1. **Recitals**. The foregoing recitals are hereby incorporated as the findings of fact of the Board.
- 2. <u>Amending the Budget for Fiscal Year 2021-2022</u>. The Budget for Fiscal Year 2021-2022 is hereby amended as shown in **Exhibit A** attached hereto. The District Manager shall post the amended budget on the District's official website within 5 days after adoption and ensure it remains on the website for at least 2 years.
- 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

Passed and adopted this 1st day of November, 2022.

| Attest: | Verandahs | | | |
|---------------------|---------------------------------------|--|--|--|
| | Community Development District | | | |
| | | | | |
| | | | | |
| | | | | |
| Assistant Secretary | Stanley Haupt | | | |
| | Chair | | | |

Exhibit A: 2021/2022 Amended Budget



The Verandahs Community Development District

verandahscdd.org

Amended Budget for Fiscal Year 2021/2022

Presented by: Rizzetta & Company, Inc.

5844 Old Pasco Road, Suite 100 Wesley Chapel, Florida 33544 Phone: 813-994-1001

rizzetta.com

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| Debt Service Fund Budget for Fiscal Year 2021-2022 | 13 |
| Assessments Charts for Fiscal Year 2021-2022 | 14 |



GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.



Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.



Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.



Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Streetlights: The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.



Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.



Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.



Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



Amended Budget The Verandahs Community Development District General Fund Fiscal Year 2021/2022

| Chart of Accounts Classification | | dget for 21/2022 | Aı | oposed mended Budget |
|---|----------|---------------------|----------|----------------------------|
| REVENUES | | | | |
| Interest Earnings | | | | |
| Interest Earnings | \$ | - | \$ | - |
| Special Assessments | | | | |
| Tax Roll | \$ 4 | 442,210 | \$ | 442,210 |
| Other Miscellaneous Revenues | | | | |
| Miscellaneous Revenues | \$ | - | \$ | - |
| TOTAL REVENUES | \$ 4 | 442,210 | \$ | 442,210 |
| Balance Forward from Prior Year(s) | \$ | - | \$ | 55,000 |
| TOTAL REVENUES AND BALANCE FORWARD | \$ 4 | 442,210 | \$ | 497,210 |
| EXPENDITURES - ADMINISTRATIVE | | | | |
| | | | | |
| Legislative | Ļ | | _ | |
| Supervisor Fees | \$ | 12,000 | \$ | 12,000 |
| Financial & Administrative | Φ. | 2.000 | Φ. | 2.000 |
| Administrative Services | \$ | 3,600 | \$ | 3,600 |
| District Management District Engineer | \$ | 20,000 | \$ | 20,000 |
| Trustees Fees | \$ | 4,500 | \$ | 4,500 |
| Tax Collector /Property Appraiser Fees | \$ | 150 | \$ | 150 |
| Financial & Revenue Collections | \$ | 4,600 | \$ | 4,600 |
| Assessment Roll | \$ | 5,000 | \$ | 5,000 |
| Accounting Services | \$ | 16,144 | \$ | 16,144 |
| Auditing Services | \$ | 3,700 | \$ | 3,700 |
| Arbitrage Rebate Calculation | \$ | - | \$ | - |
| Public Officials Liability Insurance | \$ | 2,785 | \$ | 2,785 |
| Legal Advertising | \$ | 750 | \$ | 750 |
| Dues, Licenses & Fees | \$ | 175 | \$ | 175 |
| Miscellaneous Fees | \$ | 500 | \$ | 500 |
| Website Hosting, Maintenance, Backup (and | \$ | 2,737 | \$ | 2,737 |
| Legal Counsel District Counsel | \$ | 7 000 | \$ | 7,000 |
| | | 7,000 | | |
| Administrative Subtotal | \$ | 93,641 | \$ | 93,641 |
| EXPENDITURES - FIELD OPERATIONS | | | | |
| Electric Utility Services | | | | |
| Utility Services | \$ | 1,500 | \$ | 1,500 |
| Utility - Recreation Facilities | \$ | 6,500 | \$ | 6,500 |
| Street Lights | \$ | 45,000 | \$ | 45,000 |
| Garbage/Solid Waste Control Services | - | | _ | |
| Garbage - Recreation Facility | \$ | 700 | \$ | 700 |
| Solid Waste Assessment Water-Sewer Combination Services | \$ | 349 | \$ | 349 |
| Utility Services - Recreation Facilities | \$ | 5,000 | \$ | 5 000 |
| Stormwater Control | φ | 3,000 | φ | 5,000 |
| Aquatic Maintenance | \$ | 15,000 | \$ | 15,000 |
| Stormwater System Maintenance | \$ | 2,500 | \$ | 2,500 |
| Stormwater Assessment | \$ | 100 | \$ | 100 |
| Other Physical Environment | 7 | | 7 | |
| General Liability Insurance | \$ | 4,023 | \$ | 4,023 |
| · · · · · · · · · · · · · · · · · · · | <u> </u> | · · | <u> </u> | |

Amended Budget The Verandahs Community Development District General Fund Fiscal Year 2021/2022

| | | Budget for 2021/2022 | | Proposed Amended Budget | |
|---|------|-------------------------|------|-------------------------------|--|
| Property Insurance | \$ | 3,946 | \$ | 3,946 | |
| Entry & Walls Maintenance | \$ | 1,000 | \$ | 1,000 | |
| Landscape Maintenance | \$ | 85,500 | \$ | 85,500 | |
| Irrigation Maintenance | \$ | 5,300 | \$ | 5,300 | |
| Irrigation Repairs | \$ | 8,000 | \$ | 8,000 | |
| Rust Prevention | \$ | 15,000 | \$ | 15,000 | |
| Landscape - Annuals | \$ | 5,000 | \$ | 5,000 | |
| Holiday Decorations | \$ | 1,800 | \$ | 1,800 | |
| Tree Trimming Services | \$ | 24,000 | \$ | 24,000 | |
| Landscape Replacement Plants, Shrubs, Trees | \$ | 6,000 | \$ | 6,000 | |
| Landscape - Mulch | \$ | 12,500 | \$ | 12,500 | |
| Landscape Fertilization & Pest | \$ | 15,000 | \$ | 15,000 | |
| Fire Ant Treatment | \$ | 3,800 | \$ | 3,800 | |
| Field Services | \$ | 7,500 | \$ | 7,500 | |
| Turf / Shrubs / Trees Treatment | \$ | 6,000 | \$ | 6,000 | |
| Parks & Recreation | | | | | |
| Clubhouse Staff | \$ | 39,411 | \$ | 39,411 | |
| Maintenance & Repair | \$ | 2,000 | \$ | 2,000 | |
| Telephone Fax, Internet | \$ | 4,641 | \$ | 4,641 | |
| Clubhouse - Facility Janitorial Service | \$ | 7,100 | \$ | 7,100 | |
| Pest Control | \$ | 1,600 | \$ | 1,600 | |
| Computer Support, Maintenance & Repair | \$ | 250 | \$ | 250 | |
| Facility A/C & Heating Maintenance & Repair | \$ | 500 | \$ | 500 | |
| Security System Monitoring & Maintenance | \$ | 700 | \$ | 700 | |
| Fitness Equipment Lease | \$ | 3,960 | \$ | 3,960 | |
| Fitness Equipment Maintenance & Repairs | \$ | 1,500 | \$ | 1,500 | |
| Office Supplies | \$ | 300 | \$ | 300 | |
| Facility Supplies | \$ | 2,000 | \$ | 2,000 | |
| Contingency | | | | | |
| Miscellaneous Contingency | \$ | 3,589 | \$ | 58,589 | |
| Field Operations Subtotal | \$: | 348,569 | \$ 4 | 403,569 | |
| TOTAL EXPENDITURES | \$ 4 | 442,210 | \$ 4 | 497,210 | |
| EXCESS OF REVENUES OVER | \$ | - | \$ | - | |

Fiscal Year 2021/2022 The Verandahs Community Development District Debt Service Fiscal Year 2021/2022

| Chart of Accounts Classification | Series 2016 | Budget for 2021/2022 |
|--------------------------------------|--------------|----------------------|
| | | |
| REVENUES | | |
| Special Assessments | | |
| Net Special Assessments (1) | \$310,438.86 | \$310,438.86 |
| TOTAL REVENUES | \$310,438.86 | \$310,438.86 |
| | | |
| EXPENDITURES | | |
| Administrative | | |
| Financial & Administrative | | |
| Debt Service Obligation | \$310,438.86 | \$310,438.86 |
| Administrative Subtotal | \$310,438.86 | \$310,438.86 |
| TOTAL EXPENDITURES | \$310,438.86 | \$310,438.86 |
| EXCESS OF REVENUES OVER EXPENDITURES | \$0.00 | \$0.00 |

Pasco County Collection Costs (2%) and Early Payment Discounts (4%):

6.0%

Gross assessments \$329,973.28

Notes:

Tax Roll Collection Costs (2%) and EPD (4%) for Pasco County together are a total 6.0% of Tax Roll.

⁽¹⁾ Maximum Annual Debt Service less Prepaid Assessments received.

The Verandahs Community Development District

FISCAL YEAR 2021/2022 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

 2021/2022 O&M Budget
 \$442,210.00

 Pasco County Collection Cost:
 2%
 \$9,408.72

 Early Payment Discounts:
 4%
 \$18,817.45

 2021/2022 Total:
 \$470,436.17

 2020/2021 O&M Budget
 \$442,210.00

 2021/2022 O&M Budget
 \$442,210.00

 Total Difference:
 \$0.00

| | PER UNIT ANNUAL ASSESSMENT | | Proposed Incre | ase / Decrease |
|--|----------------------------|------------|----------------|----------------|
| | 2020/2021 | 2021/2022 | \$ | % |
| Series 2016 Debt Service - Single Family | \$593.10 | \$593.10 | \$0.00 | 0.00% |
| Operations/Maintenance - Single Family | \$850.70 | \$850.70 | \$0.00 | 0.00% |
| Total | \$1,443.80 | \$1,443.80 | \$0.00 | 0.00% |
| Series 2016 Debt Service - Single Family (prepaid) | \$48.39 | \$48.39 | \$0.00 | 0.00% |
| Operations/Maintenance - Single Family | \$850.70 | \$850.70 | \$0.00 | 0.00% |
| Total | \$899.09 | \$899.09 | \$0.00 | 0.00% |
| Series 2016 Debt Service - Townhome | \$320.74 | \$320.74 | \$0.00 | 0.00% |
| Operations/Maintenance - Townhome | \$425.35 | \$425.35 | \$0.00 | 0.00% |
| Total | \$746.09 | \$746.09 | \$0.00 | 0.00% |
| Series 2016 Debt Service - Townhome (prepaid) | \$48.39 | \$48.39 | \$0.00 | 0.00% |
| Operations/Maintenance - Townhome | \$425.35 | \$425.35 | \$0.00 | 0.00% |
| Total | \$473.74 | \$473.74 | \$0.00 | 0.00% |

THE VERANDAHS COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021/2022 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

 TOTAL O&M BUDGET
 \$442,210.00

 COLLECTION COSTS @
 2.0%
 \$9,408.72

 EARLY PAYMENT DISCOUNTS @
 4.0%
 \$18,817.45

 TOTAL O&M ASSESSMENT
 \$470,436.17

UNITS ASSESSED

| | | SERIES 2016 | 016 ALLOCATION OF O&M ASSESSMENT | | | ENT |
|-------------------------|----------------|-----------------|----------------------------------|--------|---------|--------------|
| | | DEBT | | TOTAL | % TOTAL | TOTAL |
| LOT SIZE | <u>0&M</u> | SERVICE (1) (2) | EAU FACTOR | EAU's | EAU's | O&M BUDGET |
| Single Family | 494 | 494 | 1.00 | 494.00 | 89.33% | \$420,244.97 |
| Single Family (prepaid) | 1 | 1 | 1.00 | 1.00 | 0.18% | \$850.70 |
| Town Home | 115 | 115 | 0.50 | 57.50 | 10.40% | \$48,915.15 |
| Town Home (prepaid) | 1 | 1 | 0.50 | 0.50 | 0.09% | \$425.35 |
| | 611 | 611 | _ | 553.00 | 100.00% | \$470,436.17 |

| OT ANNUAL ASSE | SSMENT |
|----------------|--|
| DEBT | |
| SERVICE (3) | TOTAL (4) |
| \$593.10 | \$1,443.80 |
| \$48.39 | \$899.09 |
| \$320.74 | \$746.09 |
| \$48.39 | \$473.74 |
| | DEBT SERVICE (3) \$593.10 \$48.39 \$320.74 |

LESS: Pasco County Collection Costs (2%) and Early Payment Discounts (4%):

(\$28,226.17)

Net Revenue to be Collected

\$442,210.00

⁽¹⁾ Reflects previous 1 (one) Single Family and 1 (one) Townhome previous Series 2006A Prepayment. However, these lots are subject to the 2016 Project Assessments.

⁽²⁾ Reflects the number of total lots with Series 2016 debt outstanding.

⁽³⁾ Annual debt service assessment per lot adopted in connection with the Series 2016 bond issue. Annual assessment includes principal, interest, Pasco County collection costs and early t di t

⁽⁴⁾ Annual assessment that will appear on November 2021 Pasco County property tax bill. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).



Proposal #256859 Date: 10/20/2022

From: Josh Hamilton

| Proposal For | | Location | | |
|--|--|---|--|------------|
| The Verandahs CDD c/o | main: mobile: | 13729 Royst Hudson , FL 34 | | |
| Property Name: The Verandahs CDI | 0 | | | |
| Property Mulching | | Terms: Net 3 | 30 | |
| We Propose to Install Coco Brown M main roads. Once completed we will | | | | |
| DESCRIPTION | | QUANTITY | UNIT PRICE | AMOUNT |
| Mulch (Sub) | | 187.00 | \$52.00 | \$9,724.00 |
| Client Notes | | | | |
| | | | | |
| | | SUBTOTAL | | \$9,724.00 |
| Signature | | SALES TAX | | \$0.00 |
| x | | TOTAL | | \$9,724.00 |
| Signature above authorizes Yellowstone specifications are hereby accepted. All overclimited Warranty: All plant material is under dies due to conditions out of Yellowstone restrictions, etc.) shall not be included in the | due balances will be charge a 1.5% a month r a limited warranty for one year. Transplan Landscape's control (i.e. Acts of God, var | n, 18% annual per Ited plant materia | rcentage rate. I and/or plant mater | ial that |
| Contact | Assigned To | | | |
| Print Name: | Josh Hamilton Office: | | | |
| Title: | jhamilton@yellowstonelandscape ——— | .com | | |
| Date: | | | | |



Proposal #254099

Date: 10/20/2022 From: Josiah Ball

Proposal For Location

The Verandahs CDD

c/o main:

13729 Royston Bend Hudson , FL 34669

mobile:

Property Name: The Verandahs CDD

Well Pump System Repair Terms: Net 30

DESCRIPTION AMOUNT

Irrigation Pump/Well Specialist \$9,638.30

Client Notes

Well Pump repair needed on the pump near the intersection of Luftburrow Lane and Chenwood Drive. Notes from the Pump Specialist Technician are as follows:

"Locked motor amps verified after power was established. Recommend replacement of pump and motor."

Please note: Due to the continued interruption in the supply chain, our costs are changing weekly. *Therefore, this quote is only good for 1 week from date on quote.*

This proposal includes the following:

- 7.5 HP Grundfos 208/230V/460V 3 PHMotor
- 7.5 HP Grundfos 77S7515 SSSubmersible Pump
- 10-3 W/G- DJ Submersible Pump WireW/ Ground (Per Ft)
- Well Seal 4"x2"
- Misc Fittings

| | SUBTOTAL | \$9,638.30 |
|-----------|-----------|------------|
| Signature | SALES TAX | \$0.00 |
| x | TOTAL | \$9,638.30 |

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate. Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

| Contact | Assigned To |
|-------------|--------------------------------|
| Print Name: | Josiah Ball Office: |
| Title: | jball@yellowstonelandscape.com |
| Date: | |



QUOTE #3314

SENT ON:

10/18/2022

RECIPIENT:

The Verandahs CDD, c/o Rizzetta & Company

3434 Colwell Ave. Suite 200 Tampa, FL 33614

SERVICE ADDRESS:

South Bridge Terrace Hudson, Florida 34669 SENDER:

High Trim LLC

9425 Osceola Dr. New Port Richey, FL 34654

Phone: 727-514-3889

Email: hightrim4jesus@gmail.com

| PRODUCT / SERVICE | DESCRIPTION | QTY. | UNIT PRICE | TOTAL |
|-------------------|--|------|---------------|---------------------|
| Tree Removal | Remove 3 dead hazardous trees along preserve area that threaten home at 12510 South Bridge Terrace (2) 6" trees (1) 10" tree | 1 | \$1,600.00 | \$1,600.00 * |

Total

\$1,600.00

* Non-taxable

This quote is valid for the next 30 days.

** High Trim assumes no liability for any underground utilities, sewer, irrigation, gas, cables, lighting, etc. Homeowner assumes responsibility of moving valuables out of work area prior to commencement of scheduled work.

Late payment Warning: If we do not receive your payment within 30 days, You will have to pay a late fee of 15%. A 15% late fee will be added every 30 days you are late.



QUOTE #3314

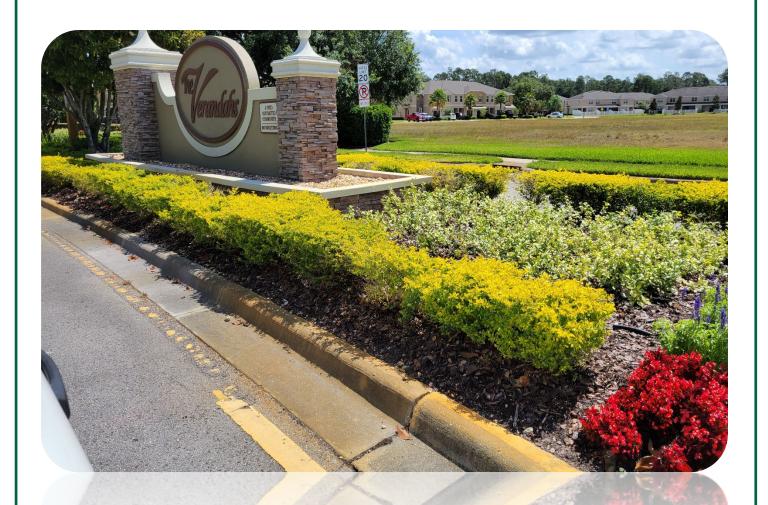
SENT ON:

10/18/2022

| Notes Continued | |
|-----------------|-------|
| Signature: | Date: |

THE VERANDAHS

FIELD INSPECTION REPORT



October 13, 2022
Rizzetta & Company
Jason Liggett – Field Services Manager



SUMMARY & CHENWOOD AVENUE

General Updates, Recent & Upcoming Maintenance Events

- Saint Augustine turf to receive an application of 24-2-11 in the month of October at 1lb per 1000 Sq. Ft.
- ❖ Ornamentals to receive an application of 8-0-10 in the month of October at 1lb per 1000 Sq Ft.

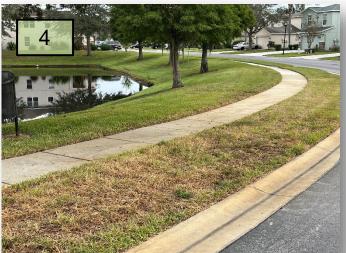
The following are action items for Yellowstone to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red text indicates deficient from previous report. Bold Red text indicates deficient for more than a month. Green text indicates a proposal has been requested. Blue indicates irrigation. I have added Orange for continuing services.

- During my inspection, the trimming in the front entrance viburnum was completed and looked good. Make sure crews are doing there best to remove debris from the top of the shrubs after trimming.

 We will be sure to clean Debris
- Center island shrubs were not completed and are starting to grow into the canopy of the magnolia please have this completed. This will be completed 10/31
- 3. Diagnose and treat the browning across from the clubhouse I did reach out to Yellowstone and was notified of a breaker issue at the pump.(Pic 3)Pump is being replaced Mon. 10/31 or Tues. 11/01



 Diagnose and treat the decline in the Saint Augustine at the Saulston Place common area.(Pic 4)



- Diagnose and treat the decline in the Gold Mound Duranta in the front entrance center island to the community Looks to me like white fly activity. This will be treated this week 10/31
- 6. Monitor recovery of turf from heat stress. Throughout the district common areas.

As soon as Irrigation is back up and running Irrigation will be turned up to help in Turf Recovery.





9425 Osceola Dr. New Port Richey, FL 34654 727-514-3889

To Whom it May Concern:

High Trim performed the monthly trimming of the conservation in the purple areas below on October 11th, 2022. The crew also met with Jason and Stan to go over problem areas.



Thank you, Kristina Nordman Office Assistant





The Verandahs Waterway Inspection Report

Reason for Inspection: Scheduled-recurring

Inspection Date: 2022-10-13

Prepared for:

District Manager Rizzetta & Company

Prepared by:

Jason Diogo, Aquatic Biologist

Wesley Chapel Field Office SOLITUDELAKEMANAGEMENT.COM 888.480.LAKE (5253)

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| PONDS 160b | 6 |
| Management/Comments Summary | |
| SITE MAP | |

140

Comments:

Site looks good

No issues observed at the time of inspection.

Action Required:

Routine maintenance next visit

Target:



October, 2022



October, 2022

130

Comments:

Site looks good

No issues observed at the time of inspection.

Action Required:

Routine maintenance next visit

Target:



October, 2022



October, 2022

80

Comments:

Site looks good

No issues observed with the pond. The pine trees along the perimeter are a bit overgrown making it difficult to fit the treatment UTV through. Lower limb trimming recommended.

Action Required:

Routine maintenance next visit

Target:



October, 2022



October, 2022

90

Comments:

Site looks good

No issues observed at the time of inspection.

Action Required:

Routine maintenance next visit

Target:







October, 2022

100

Comments:

Treatment in progress

Easement has been widened further, allowing plenty of room for access. Shoreline grasses well into decomposition following previous treatment.

Action Required:

Routine maintenance next visit

Target:



October, 2022



October, 2022

F100

Comments:

Normal growth observed

Very minor algae developing throughout pond. Treatment was applied at the time of inspection. Allow 7-14 days for results.

Action Required:

Routine maintenance next visit

Target:

Surface algae



October, 2022



October, 2022

SOLITUDE LAKE MANAGEMENT

888.480.LAKE (5253)

Site: F120

Comments:

Site looks good

No issues observed at the time of inspection.

Action Required:

Routine maintenance next visit

Target:





October, 2022

Site: 150

Comments:

Requires attention

Heavy Planktonic algae noted throughout the pond. Treatment was applied at the time of inspection. Allow 7-14 days for results.

Action Required:

Treat within 7 days

Target:

Planktonic algae





Site: F160a

Comments:

Site looks good

Previously treated Primrose and Carolina Willow skeletons remain along the perimeter. Open water looks good.

Action Required:

Routine maintenance next visit

Target:





October, 2022

October, 2022

Site: F160b

Comments:

Normal growth observed

Minor algae developing throughout the pond. Treatment was applied at the time of inspection. Allow 7-14 days for complete results.

Action Required:

Routine maintenance next visit

Target:

Surface algae





October, 2022

Management Summary

Overall, the ponds in this month's inspection look very good and have all responded well to previous treatments. Site 150 was the only pond that exhibited above average growth. It had some heavy Planktonic algae which was treated at the time of inspection. We should see it clear up in 7-14 days.

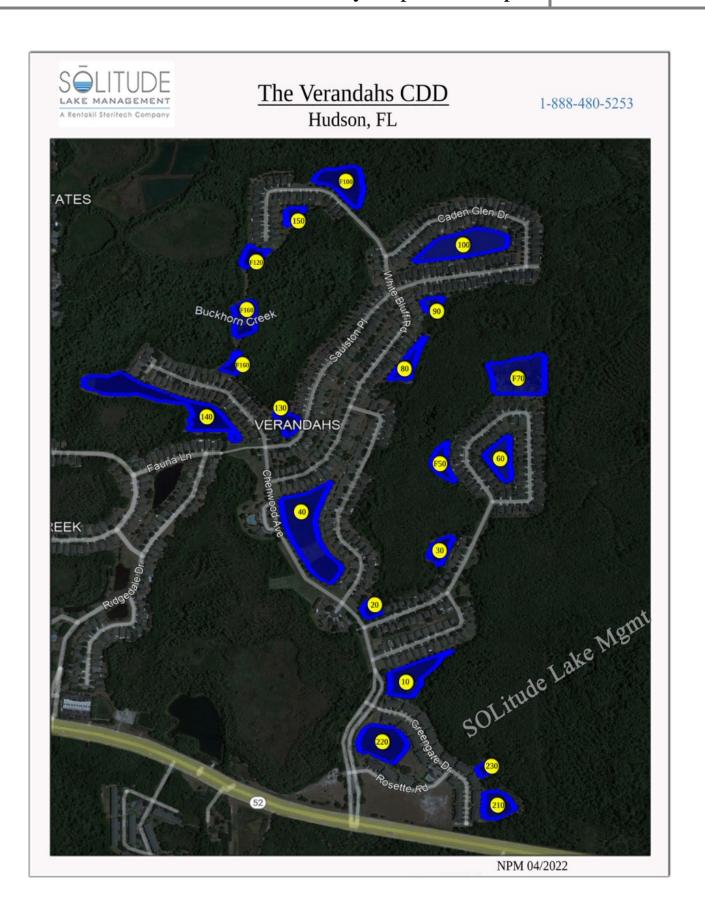
Feel free to reach out with any questions: jason.diogo@solitudelake.com

Thanks for choosing Solitude Lake Management!

The Verandahs Waterway Inspection Report

2022-10-13

| Site | Comments | Target | Action Required |
|-------|------------------------|------------------|--------------------------------|
| 140 | Site looks good | | Routine maintenance next visit |
| 130 | Site looks good | | Routine maintenance next visit |
| 80 | Site looks good | | Routine maintenance next visit |
| 90 | Site looks good | | Routine maintenance next visit |
| 100 | Treatment in progress | | Routine maintenance next visit |
| F100 | Normal growth observed | Surface algae | Routine maintenance next visit |
| F120 | Site looks good | | Routine maintenance next visit |
| 150 | Requires attention | Planktonic algae | Treat within 7 days |
| F160a | Site looks good | | Routine maintenance next visit |
| F160b | Normal growth observed | Surface algae | Routine maintenance next visit |



Aquatic Management Agreement

This Aquatic Management Agreement (this "Agreement") is entered into as of November ______, 2022, between the **The Verandahs Community Development District**, whose mailing address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (the "**District**") and **Solitude Lake Management, LLC**, a Virginia limited liability company registered to do business in the State of Florida, whose mailing address is 5869 Enterprise Parkway, Fort Myers, Florida 33905 (the "**Contractor**").

Background Information:

The District is responsible for the operation and maintenance of the ponds within the boundaries of the District. The Contractor provides pond monitoring and maintenance services and the District desires to retain the Contractor to provide pond monitoring and maintenance services as described in this Agreement.

Operative Provisions:

- **1.** <u>Incorporation of Background Information</u>. The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
- 2. <u>Scope of Services</u>. The Contractor shall perform the specific water management services described in **Exhibit "A"** for the District's ponds and wetlands.
- 3. Manner of Performance and Care of the Property.
 - a. The work shall be done, furnished, and performed in a workmanlike manner to the satisfaction of the District and shall be in accordance with the best management practices in the industry.
 - b. Contractor agrees to keep property clean and orderly during the course of the work and to remove all materials, debris, equipment, and machinery at the completion of each work day.
 - c. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within 24 hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages or the District may elect to deduct the costs of the repair from the payment to Contractor for the work under this Agreement.
- **4.** <u>Compensation</u>. The District agrees to compensate the Contractor for the work described above in the amount of \$1,288.00 per month, for a total annual amount of \$15,456.00. Each month the Contractor shall submit an invoice for the work performed the previous month. The District shall pay the Contractor within 45 days of receipt of the invoice.
- **5.** <u>Additional Services</u>. When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above.
- **6.** <u>Term of this Agreement</u>. The initial term of this Agreement shall be for one year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for the same term and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
- 7. <u>Termination</u>. Either party may terminate this Agreement without cause with 30 days written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment

for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

- **8.** <u>Notice</u>. Any notice, request, demand or other communication given by either party to the other shall be deemed to have been properly sent or given when delivered by U.S. mail, by hand delivery, when sent by certified mail, return receipt requested, by overnight courier service, to the addresses above. In the event that the Contractor or the District undergoes a change in address, notification to the other party shall be made by first class mail or email.
- **9.** Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
- 10. Compliance with Governmental Regulation. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- **11.** <u>Insurance.</u> The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - c. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
 - d. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective

within 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.

- 12. <u>Indemnification</u>. Contractor agrees to indemnify and hold the District and its officers, agents and employees harmless from any and all liability, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorney's fees and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.
- 13. <u>Limitations on Governmental Liability</u>. 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.
- **14.** <u>Responsibilities of the District</u>. The District shall inform Contractor of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. The District agrees to provide Contractor with copies of mitigation permits, site plans, and plant species relating to contracted work areas.
- **15.** Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

- **16.** <u>Scrutinized Companies</u>. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.
- **17.** <u>Public Records</u>. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to

perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the contract and 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 the information technology systems of the District.

- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 789-8729, OR BY EMAIL AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FLORIDA 33544.
- 18. E-Verification. Pursuant to Section 448.095(2), Florida Statutes, Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.
- **19.** Controlling Law and Venue. This Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.
- **20.** Enforcement of Agreement. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fire, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
- **21.** <u>Severability</u>. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- **22.** <u>Amendment</u>. 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 of the parties hereto.

- **23.** <u>Assignment</u>. This Agreement is not transferrable or assignable by either party without the written approval of both parties.
- **24.** <u>Arm's Length Transaction</u>. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- **25.** <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- **26.** <u>Authorization</u>. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
- **27.** Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

| Solitude Lake Management, LLC, a Virginia limited liability company | The Verandahs Community Development District |
|---|--|
| | |
| Name: | Stanley Haupt |
| Title: | Chair of the Board of Supervisors |



Exhibit "A"

SERVICES CONTRACT

CUSTOMER NAME: The Verandahs CDD

SUBMITTED TO: The Verandahs CDD - Attn: Lynn Hayes

CONTRACT EFFECTIVE DATE: November 1, 2022 through October 31, 2023

SUBMITTED BY: Daniel Benitez, Inside Sales Manager

SPECIFICATIONS: Annual Lake Management Services Renewal Agreement.

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- PAYMENT TERMS. The Annual Contract Price is \$15,456.00. SOLitude shall invoice Customer \$1,288.00 per month for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.
- 3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives

Services Contract The Verandahs CDD - DJB Page 2 of 8



written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

- 4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
- 5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
- 6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
- 7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
- 8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
- 10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
- 11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

Services Contract The Verandahs CDD - DJB Page 3 of 8



- 12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
- 13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
- 14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

Services Contract The Verandahs CDD - DJB Page 4 of 8

Virginia Beach, VA 23453



16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

| ACCEPTED AND APPROVED: | |
|---------------------------------|--|
| SOLITUDE LAKE MANAGEMENT, LLC. | The Verandahs CDD |
| Ву: | Ву: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |
| Please Remit All Payments to: | Customer's Address for Notice Purposes: |
| 1320 Brookwood Drive Suite H | The Verandahs Community Development District |
| Little Rock AR 72202 | C/O Rizzetta & Company 3434 Colwell Ave, Suite 200 |
| Please Mail All Contracts to: | Tampa, FL 33614 |
| 2844 Crusader Circle. Suite 450 | |



SCHEDULE A - ANNUAL POND MANAGEMENT SERVICES

Visual Inspections:

- 1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
 - Frosion
 - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
 - Forebays and inflowing or outflowing swales, ditches, and stream channels
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
- 2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
- 3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
- 4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

<u>Aquatic Weed Control</u>:

- 1. Pond(s) will be inspected on a **two (2) time per month** basis.
- 2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides



- and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
- 3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

- 1. Shoreline areas will be inspected on a **two (2) time per month** basis.
- 2. Any growth of cattails, torpedograss, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
- 3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

- 1. Pond(s) will be inspected on a two (2) time per month basis.
- 2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Littoral Shelf Control:

- 1. Littoral areas will be inspected and treated on an **as needed** basis to maintain compliance with governing agencies for the management of all nuisance and exotic species.
- 2. Maintenance of future littoral plantings may necessitate an increased service level at an additional cost.
- 3. All Species will be killed in place with an approved herbicide,
- 4. This proposal does not include debris removal or disposal.

Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on an **as needed** basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Trash Removal:

 Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reportina:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permittina:

- 1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

- 1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

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Services Contract The Verandahs CDD - DJB Page 8 of 8



- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- Company will continue to maintain all appropriate training and licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
- 7. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.

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Operations Report – October 2022



12375 Chenwood Avenue Hudson, Florida 34669 (727) 933-5050 ~ verandahsclubhouse@outlook.com

Clubhouse Operations/Maintenance Updates

Ongoing Covid Disinfectant cleaning of Gym

Vendor Services Performed and/or Site Visits

Cleaning Service every Monday

Facility Usage

- 10/5/2022: TH HOA meeting
- 10/06/2022: SINGLE FAMILY HOA MEETING
- 10/11/2022: TH HOA MEETING
- 10/18/2022: ACC MEETING
- 10/22/2022: Arts & Crafts gathering
- 10/22/2022: Humberto Ocondo Bday Party
- 10/25/2022: Single Family HOA meeting

Resident Payment Log

• 10/20/2022: Clubhouse Rental Fee(Valk for 11/26/2022)

Debit Card Reimbursement log

Amazon Monthly Subscription: 14.99

• Amazon Order: : 180.93

Suggestions/Concerns

- Halloween Update
- Pre planning for Christmas





UPCOMING DATES TO REMEMBER

• Next Meeting: December 6, 2022 @ 6:30 PM

District Manager's Report November 1

2022

| FINANCIAL SUMMARY | 7/31/2022 |
|---|--------------|
| General Fund Cash & Investment Balance: | \$362,922 |
| Reserve Fund Cash & Investment Balance: | \$200,169 |
| Debt Service Fund Investment Balance: | \$143,844 |
| Total Cash and Investment Balances: | \$706,935 |
| General Fund Expense Variance: \$205 | Under Budget |

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.

THE VERANDAHS COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of The Verandahs Community Development District was held on **Tuesday, October 4, 2022**, at 6:30 p.m. at the Verandahs Amenity Center, 12375 Chenwood Avenue, Hudson, Florida 34669.

Present and constituting a quorum:

Stanley Haupt
Thomas May
Tracy Mayle
Sarah Nesheiwat
Sara Henk

Board Supervisor, Vice Chair
Board Supervisor, Assistant Secretary
Board Supervisor, Assistant Secretary
Board Supervisor, Assistant Secretary
Board Supervisor, Assistant Secretary

Also present were:

Lynn Hayes
Vanessa Steinerts

District Manager, Rizzetta & Company, Inc.
District Counsel, Straley Robin Vericker
(via conference call)

Giacomo Licari

Jason Liggett

District Engineer, Dewberry Engineering

Landscape Inspection Services, Rizzetta &

Company, Inc

Josh Hamilton Representative, Yellowstone Landscape

Wesley Elias RASI- Clubhouse Manager

Audience Present

FIRST ORDER OF BUSINESS Call to Order

Mr. Lynn Hayes called the meeting to order and conducted the roll call, confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS Audience Comments

During audience comments there was a discussion with the Board of Supervisors about a fence blocking pond access at Saulston & Caden Glen for aquatics vendor to provide service.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors Meeting held on September 6, 2022.

Mr. Lynn Hayes presented the September 6, 2022, meeting minutes and asked if there are any amendments necessary. The Board of Supervisors requested two edits.

On a Motion by Ms. Sara Henk, and seconded by Mr. Thomas May, with all in favor, the Board of Supervisors approved the September 6, 2022 Minutes, as amended, for the Verandahs Community Development District.

FOURTH ORDER OF BUSINESS

Ratification of the EGIS Insurance Proposal for Fiscal Year 2022-2023

Mr. Lynn Hayes presented Fiscal Year 2022-2023 EGIS Insurance Proposal to the Board of Supervisors for ratification.

On a Motion by Mr. Thomas May, and seconded by Mr. Stanley Haupt, with all in favor, the Board of Supervisors ratified the EGIS Insurance Proposal for Fiscal Year 2022-2023, as presented, for the Verandahs Community Development District.

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel No report.

B. District Engineer

Mr. Giacomo Licari provided his written summary report and explained the density/psi testing additional work performed and the ACPLM invoice to the Board of Supervisors.

Mr. Lynn Hayes requested a motion to ratify the ACPLM Invoice for further PSI Testing for an additional \$1,293.00.

On a Motion by Mr. Thomas May, and seconded by Ms. Tracy Mayle, with all in favor, the Board of Supervisors ratified the ACPLM Invoice of \$1,293.00 for the density/psi testing additional work performed, as presented, for the Verandahs Community Development District.

THE VERANDAHS COMMUNITY DEVELOPMENT DISTRICT October 4, 2022 Minutes of Meeting Page 3

| 96 | | | | | | |
|------------|--|--|---|--|--|--|
| 97 | C. | Clubhouse Manager's Report | | | | |
| 98 99 | | Mr. Wesley Elias presented his report to the Board of Supervisors. | | | | |
| 100 | D. | | ction Services Report and Landscaper | | | |
| 101 | | Comments Mr. Josephiagott presented the Lon | decens Inspection Conjuga Depart dated | | | |
| 102 103 | | | dscape Inspection Services Report dated nilton provided responses to the Landscape | | | |
| 104 | | Inspection Services Report. | | | | |
| 105 106 | Ε. | Presentation of Aquatics Report | | | | |
| 107 | ⊑ . | | ptember 23, 2022 aquatics report that was not | | | |
| 108 | | included in The Verandahs Commun | | | | |
| 109 110 | D. | High Trim Monthly Report | | | | |
| 111 | Δ. | | High Trim Monthly Report to the Board of | | | |
| 112 | | Supervisors. | | | | |
| 113 114 | E. | District Manager | | | | |
| 115 | | Mr. Lynn Hayes presented his rep | port to the Board and announced that the next | | | |
| 116 117 | | | be held on November 1, 2022, at 6:30 p.m. at the dat 12375 Chenwood Avenue, Hudson, Florida | | | |
| 118 | | 34669. | at 12373 Chenwood Avenue, Hudson, Honda | | | |
| 119 | | Man I was a law a say i awa da wida dha | Donal of Companies and the Website Commission | | | |
| 120 121 | | Audit Report. | Board of Supervisors the Website Compliance | | | |
| 122 | | | | | | |
| 123 124 | SIXTH ORDE | R OF BUSINESS | Supervisor Requests | | | |
| 125 | | | | | | |
| 126 127 | Sarah | Nesheiwat | Asked the Board of Supervisors how the CDD can best communicate with the | | | |
| 128 | | | homeowners on issues facing the District. | | | |
| 129 130 | SEVENTH OF | RDER OF BUSINESS | Adjournment | | | |
| 131 | SEVERITION | NDER OF BOSINESS | Adjournment | | | |
| 132 | Mr. Lynn Hayes stated that if there was no further business to come before the Board of | | | | | |
| 133 134 | Supervisors, then a motion to adjourn would be in order. | | | | | |
| 135 | On a Motion by Mr. Stanley Haupt, and seconded by Ms. Tracy Mayle, with all in favor, the Board of | | | | | |
| 136 137 | Supervisors, adjourned the meeting at 7:46 p.m., for the Verandahs Community Development District. | | | | | |
| 138 | 2104106 | | | | | |
| 139 | | | | | | |
| 140 141 | Chair/ Vice Ch | nair | Secretary/Assistant Secretary | | | |
| 142 | 311dii, V100 O1 | | 233. July 11 tolotain 330 otal y | | | |

<u>District Office · Wesley Chapel, Florida · (813) 993-5571</u>

<u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

www.verandahscdd.org

Operations and Maintenance Expenditures August 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2022 through August 31, 2022. This does not include expenditures previously approved by the Board.

\$36,613.84

| Approval of Expenditures: | | | | | |
|---------------------------|--|--|--|--|--|
| Chairperson | | | | | |
| Vice Chairperson | | | | | |
| Assistant Secretary | | | | | |

The total items being presented:

Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

| Vendor Name | Check Number | Invoice Number | Invoice Description | Invoic | e Amount |
|-------------------------------|--------------|----------------------|---|--------|----------|
| Angela Guy | 100017 | 081322 Guy | Clubhouse Rental Deposit Refund 08/22 | \$ | 250.00 |
| Crestmark Vendor Finance | EFT | 130946 | Lease 193024-VF000 07/22 | \$ | 323.75 |
| Crestmark Vendor Finance | EFT | 131306 | 2020 Personal Property Tax 07/22 | \$ | 86.90 |
| Dewberry Engineers, Inc. | 100018 | 2161568 | Engineering Services 07/22 | \$ | 410.00 |
| Dewberry Engineers, Inc. | 100018 | 2161570 | Engineering Services Storm Water | \$ | 170.00 |
| Digital South Communications, | 100000 | 593515910 | Report 07/22 Monthly Phone Service 08/22 | \$ | 39.99 |
| Inc. FitRev, Inc. | 100009 | 26039 | Quarterly Preventative Maintenance | \$ | 185.00 |
| Frontier Florida, LLC | EFT | 727-856-7773-073119- | 08/22 Clubhouse Internet & TV 08/22 | \$ | 320.50 |
| High Trim, LLC | 100010 | 5 08/22 4230 | Tree Maintenance 08/22 | \$ | 2,200.00 |
| Johnny Cool, Inc. | 100011 | 5647 | Service Call for AC 07/22 | \$ | 191.50 |
| Pasco County Utilities | 100012 | 17037602 | 12375 Chenwood Avenue 07/22 | \$ | 75.34 |
| Rizzetta & Company, Inc. | 100002 | INV0000070130 | District Management Fees 08/22 | \$ | 4,420.33 |
| Rizzetta & Company, Inc. | 100001 | INV0000070221 | Personnel Reimbursement 07/22/22 | \$ | 1,442.68 |

Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

| Vendor Name | Check Number | Invoice Number | Invoice Description | Invoid | e Amount |
|-----------------------------------|--------------|----------------|--|--------|----------|
| Rizzetta & Company, Inc. | 100008 | INV0000070293 | Amenity Management & Oversight Personnel 08/22 | \$ | 1,551.23 |
| Rizzetta & Company, Inc. | 100007 | INV0000070317 | Out of Pocket Expenses 07/22 | \$ | 366.53 |
| Rizzetta & Company, Inc. | 100019 | INV0000070744 | Personnel Reimbursement 08/19/22 | \$ | 1,420.45 |
| Romaner Graphics | 100013 | 21274 | No Outlet sign 07/22 | \$ | 355.00 |
| Sarah Nesheiwat | 100003 | SN080222 | Board of Supervisors Meeting 08/02/22 | \$ | 200.00 |
| Securiteam, Inc. | 100020 | 15764 | Quarterly Monitoring 08/22 | \$ | 150.00 |
| Stanley Haupt | 100004 | SH080222 | Board of Supervisors Meeting 08/02/22 | \$ | 200.00 |
| Staples | 100021 | 3515782236 | Office Supplies 08/22 | \$ | 265.39 |
| Straley Robin Vericker | 100014 | 21884 | Legal Services 07/22 | \$ | 1,653.00 |
| Suncoast Rust Control, Inc. | 100015 | 04839 | Chemicals for Rust Prevention 07/22 | \$ | 1,250.00 |
| Suncoast Sparkling Cleaning | 100016 | 320 | Clubhouse Cleaning 07/22 | \$ | 375.00 |
| Service, Inc The Verandahs CDD | CDJ3067 | CDJ3067 | Debit Card Replenishment 08/05/22 | \$ | 142.94 |
| Thomas M. May | 100005 | TM-080222 | Board of Supervisors Meeting 008/02/22 | \$ | 200.00 |

Paid Operation & Maintenance Expenditures

August 1, 2022 Through August 31, 2022

| Vendor Name | Check Numbe | r Invoice Number | Invoice Description | Invo | ice Amount |
|----------------------------------|-------------|------------------|--|------|------------|
| Tracy E. Mayle | 100006 | TM080222 | Board of Supervisors Meeting 08/02/22 | \$ | 200.00 |
| Waste Management Inc. of | 100022 | 0777255-1568-6 | Waste Removal Clubhouse 09/01/22- | \$ | 50.43 |
| Florida Yellowstone Landscape | 100023 | TM 404456 | 11/30/22 Crown clean/Crown Rise 07/22 | \$ | 5,940.00 |
| Yellowstone Landscape | 100023 | TM 404457 | Irrigation Repair 07/22 | \$ | 1,461.24 |
| Yellowstone Landscape | 100023 | TM 404903 | Monthly Landscape Maintenance 08/22 | \$ | 10,716.64 |
| | | | | | |
| Report Total | | | | \$ | 36,613.84 |