

Board of Supervisors Meeting February 7, 2023

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 Vice Chair

Tracy Mayle Assistant Secretary
Sara Henk Assistant Secretary
Sarah Nesheiwat Assistant Secretary

District Manager Lynn Hayes Rizzetta & Company, Inc.

District Counsel Vivek Babbar 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 decision the person who to appeal any made at meeting/hearing/workshop with respect to the any matter considered 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

<u>DISTRICT OFFICE • 5844 OLD PASCO ROAD, SUITE 100 • WESLEY CHAPEL, FL 33544</u>

<u>MAILING ADDRESS · 3434 COLWELL AVENUE · SUITE 200 · TAMPA, FLORIDA 33614</u>

<u>www.theverandahscdd.org</u>

January 31, 2023

Board of Supervisors The Verandahs Community Development District

REVISED FINAL AGENDA

Dear Board Members:

The Regular Meeting of the Board of Supervisors of The Verandahs Community Development District will be held on **Tuesday**, **February 7**, **2023**, at **6:30 p.m.** at the Verandahs Amenity Center, 12375 Chenwood Avenue, Hudson, Florida 34669. The following is the Revised Final Agenda for this meeting:

1. 2.	AUDIE	TO ORDER/ROLL CALL ENCE COMMENTS ON AGENDA ITEMS									
3.		INESS ADMINISTRATION									
	A.	Consideration of Minutes of the Board of Supervisors Meeting									
		held January 3, 2023	Tab 1								
	В.	Consideration of Operations & Maintenance Expenditures									
		for December 2022 and <mark>January 2023</mark>	Tab 2								
4.	BUSIN	IESS ITEMS									
	A.	Consideration of Community Sidewalk/Gutter Pressure Washing Quotes	Tab 3								
	В.										
	C.	Consideration of the Clubhouse Streetlights Photometric Designs and									
		Install Quotes	Tab 5								
5.	STAFF	REPORTS									
	Α.	District Counsel									
	B.	District Engineer									
	C.	Presentation of Landscape Specialist Inspection Report and									
	О.	Landscaper Comments	Tab 6								
	D.	Presentation of High-Trim Report									
	- .	1. Consideration of High-Trim Quote 3420	i ab i								
	E.	Presentation of Aquatics Report	Tah 8								
	F.	Clubhouse Manager's Report									
	G.	District Manager's Report									
	G.										
	C	1. The Verandahs 4 th Quarter ADA Website Compliance Audit Repor	ι								
	6. -	SUPERVISOR REQUESTS									
	7.	ADJOURNMENT									

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

Sincerely,

Lynn Hayes

District Manager

Tab 1

MINUTES OF MEETING

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

THE VERANDAHS COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of The Verandahs Community Development District was held on **Tuesday**, **January 3**, **2023 at 6:30 p.m.** at the Verandahs Amenity Center, 12375 Chenwood Avenue, Hudson, Florida 34669.

Present and Constituting a Quorum:

Stanley Haupt Board Supervisor, Chair Thomas May Board Supervisor, Vice Chair

Tracy Mayle
Sara Henk
Sarah Nesheiwat
Board Supervisor, Assistant Secretary
Board Supervisor, Assistant Secretary
Board Supervisor, Assistant Secretary

Also Present Were:

Lynn Hayes District Manager, Rizzetta & Company, Inc.
Vanessa Steinerts District Counsel, Straley Robin Vericker

(via conference call)

Josh Hamilton Landscaper, Yellowstone Landscape
Wesley Elias The Verandahs 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

A homeowner asked the Board of Supervisors about the WREC lighting quote/project at the Amenities Center.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors Regular Meeting held on December 6, 2022

Mr. Lynn Hayes presented the Meeting Minutes from December 6, 2022 and inquired if there were any amendments; the Board of Supervisors responded there were none.

On a motion by Mr. Stanley Haupt and seconded by Ms. Tracy Mayle, with all in favor, the Board of Supervisors, approved the Minutes of the Board of Supervisors Regular Meeting held on December 6, 2022, as presented, for The Verandahs Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of the Operations and Maintenance Expenditures for October 2022 and November 2022

On a motion by Mr. Thomas May and seconded by Mr. Stanley Haupt, with all in favor, the Board of Supervisors ratified the Operations and Maintenance Expenditures for October 2022 (\$28,922.25) and November 2022 (\$43,262.03), as presented, for The Verandahs Community Development District.

FIFTH ORDER OF BUSINESS

Ratification of the Tri-Party Succession
Agreement dated December 14, 2022 between
The Verandahs Community Development
District, U.S. Bank National Association, and
U.S. Bank Trust Company National Association

On a motion by Mr. Thomas May and seconded by Ms. Sara Henk, with all in favor, the Board of Supervisors ratified the Tri-Party Succession Agreement dated December 14, 2022 between the The Verandahs Community Development District, U.S. Bank National Association, and U.S. Bank Trust Company National Association, as presented, for The Verandahs Community Development District.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Vanessa Steinerts explained any litigation and/or claims with regard to the Square terminal usage and the terms of service are to held in California. The Board of Supervisors decided to revisit the subject at a later date for consideration.

- B. District Engineer No Report
- C. Presentation of Landscape and Irrigation Report

Mr. Jason Liggett gave his report. Mr. Josh Hamilton responded to comments on Mr. Jason Liggett's report.

D. Presentation of High Trim Report Mr. Lynn Hayes presented report

E. Presentation of Aquatics Report Mr. Lynn Hayes presented report

F. Clubhouse Manager Report Mr. Wesley Elias presented his report

G. District Manager Report

Mr. Lynn Hayes presented his report to the Board of Supervisors and announced the next regularly scheduled meeting will be held on February 7, 2023 at 6:30 p.m. at The Verandahs Clubhouse, located at 12375 Chenwood Avenue, Hudson, Florida 34669.

SEVENTH ORDER OF BUSINESS

Supervisor Requests

EIGHTH ORDER OF BUSINESS

Adjournment

Mr. Lynn Hayes stated that if there was no further business to come before the Board of Supervisors, then a motion to adjourn would be in order.

On a motion by Mr. Stanley Haupt and seconded by Ms. Sara Henk, with all in favor, the Board of Supervisors, adjourned the meeting at 7:39 p.m., for The Verandahs Community Development District.

Secretary/Assistant Secretary	Chair/Vice Chair	

Tab 2

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

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

<u>www.verandahscdd.org</u>

Operations and Maintenance Expenditures December 2022 For Board Approval

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

\$54,070.13

Approval of Expenditures:	
Chairperson	
Vice Chairperson	
Assistant Secretary	

The total items being presented:

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	ice Amount
Brad Morrissey	121622	12162022	Morrissey Clubhouse Rental Dep. Refund 12/22	\$	250.00
Dewberry Engineers, Inc.	100105	2201834	Engineering Services 10/22	\$	340.00
Dewberry Engineers, Inc.	100119	2214979	Engineering Services 11/22	\$	510.00
Digital South Communications,	100106	593517023	Monthly Phone Service 12/22	\$	39.50
Florida Department of Revenue	100109	61-8018399263-2 11/22	Sales & Use Tax 11/22	\$	3.92
Frontier Florida, LLC	ACH	727-856-7773-073119- 5 12/22	Clubhouse Internet & TV 12/22	\$	319.81
High Trim, LLC	100121	4477	Tree Maintenance (Chenwood Ave) 11/22	\$	2,200.00
Meredith Valk	121622	12162022	Valk Clubhouse Rental Deposit Refund 12/22	\$	250.00
Pathward, National Association	ACH	166435	Lease 193024-VF000 11/22	\$	323.75
Pathward, National Association	ACH	174487	Lease 193024-VF000 12/22	\$	323.75
Rizzetta & Company, Inc.	100110	INV0000073370	Out of pocket expenses 11/22	\$	174.00
Rizzetta & Company, Inc.	100098	INV0000073336	Personnel Reimbursement 11/25/22	\$	1,214.96

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	oice Amount
Rizzetta & Company, Inc.	100111	INV0000073395	Amenity Management & Oversight Personnel 12/22	\$	1,832.93
Rizzetta & Company, Inc.	100099	INV0000073221	District Management Fees 12/22	\$	4,668.17
Sara Henk	100112	SH120622	Board of Supervisors Meeting 12/06/22	\$	200.00
Sarah Nesheiwat	100113	SN120622	Board of Supervisors Meeting 12/06/22	\$	200.00
Securiteam, Inc.	100100	16111	Quarterly Monitoring 11/22	\$	150.00
Solitude Lake Management, LLC	C 100101	PSI-29305	Pond Maintenance 11/22	\$	1,288.00
Solitude Lake Management, LLC	C 100114	PSI-30992	Pond Maintenance 12/22	\$	1,288.00
Stanley Haupt	100115	SH120622	Board of Supervisors Meeting 12/06/22	\$	200.00
Straley Robin Vericker	100107	22426	Legal Services 11/22	\$	1,425.00
Suncoast Rust Control, Inc.	100116	5228	Chemicals for Rust Prevention 11/22	\$	1,250.00
Suncoast Sparkling Cleaning Service, Inc	100102	335	Clubhouse Cleaning 11/22	\$	375.00
The Verandahs CDD	CDJ 3074	CDJ 3074	Debit Card Replenishment 11/22/2022	\$	233.37

Paid Operation & Maintenance Expenditures

December 1, 2022 Through December 31, 2022

Vendor Name	Check Number	er Invoice Number	Invoice Description	Invo	oice Amount
The Verandahs CDD	CDJ 3075	CDJ 3075	Debit Card Replenishment 12/05/2022	\$	990.42
Thomas M. May	100117	TM120622	Board of Supervisors Meeting 12/06/22	\$	200.00
Tracy E. Mayle	100118	TM120622	Board of Supervisors Meeting 12/06/22	\$	200.00
Withlacoochee River Electric Cooperative, Inc.	100103	10365384	Summary Billing 11/22	\$	4,041.43
Yellowstone Landscape	100108	TM 458668	Tree crown cleanout 11/22	\$	3,883.67
Yellowstone Landscape	100120	TM 461470	Monthly Landscape Maintenance 12/22	\$	7,903.07
Yellowstone Landscape	100104	TM 446978	Monthly landscape 11/22	\$	8,153.08
Yellowstone Landscape	100108	TM 457691	Well Pump System Repair 11/22	\$	9,638.30
Report Totals				<u>\$</u>	54,070.13

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Operations and Maintenance Expenditures January 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2023 through January 31, 2023. This does not include expenditures previously approved by the Board.

\$46.679.46

Approval of Expenditures:	,
Chairperson	
Vice Chairperson	
Assistant Secretary	

The total items being presented:

Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	ice Amount
Brad Morrissey	100124	121622 Morrissey	121622 Morrissey Deposit Refund	\$	250.00
Brittany Varrichio	100135	011722 Varrichio	Rental Deposit Refund 01/23	\$	250.00
Digital South Communications, Inc.	100137	593517316	Monthly Phone Service 01/23	\$	41.50
FitRev, Inc.	100132	25634	New Fitness Equipment 09/22	\$	3,908.00
Florida Department of Revenue	100125	61-8018399263-2 12/22	Sales & Use Tax 12/22	\$	3.92
Frontier Florida, LLC	ACH	727-856-7773-073119- 5 01/23	Clubhouse Internet & TV 01/23 ACH	\$	326.42
High Trim, LLC	100136	4514	Tree Maintenance (Chenwood Ave) 01/23	\$	2,200.00
High Trim, LLC	100146	4530	Tree Removal 01/23	\$	3,300.00
High Trim, LLC	100146	4533	Tree Maintenance 01/23	\$	4,500.00
Maryann Herring	100141	011722 Herring	Rental Deposit 01/23	\$	250.00
Meredith Valk	100123	Valk121622	Refund Deposit for Private event 12/22	\$	250.00
Pasco County Utilities	100140	17762688	12375 Chenwood Avenue 12/22	\$	69.01

Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

Vendor Name	Check Numbe	r Invoice Number	Invoice Description	Invo	oice Amount
Pathward, National Association	ACH	174487	Lease 193024-VF000 12/22	\$	323.75
Rizzetta & Company, Inc.	100139	INV0000075248	Personnel Reimbursement 01/23	\$	1,003.76
Rizzetta & Company, Inc.	100122	INV0000074767	Personnel Reimbursement 12/22	\$	1,097.49
Rizzetta & Company, Inc.	100134	INV0000074931	Amenity Management & Oversight Personnel 01/23	\$	1,801.35
Sara Henk	100126	SH010323	Board of Supervisor Meeting 01/03/23	\$	200.00
Sarah Nesheiwat	100127	SN010323	Board of Supervisor Meeting 01/03/23	\$	200.00
Stanley Haupt	100128	SH010323	Board of Supervisor Meeting 01/03/23	\$	200.00
Straley Robin Vericker	100138	22560	Legal Services 12/22	\$	1,168.50
Suncoast Rust Control, Inc.	100143	5335	Chemicals for Rust Prevention 01/23	\$	1,250.00
Suncoast Sparkling Cleaning Service, Inc	100144	340	Clubhouse Cleaning 12/22	\$	375.00
The Verandahs CDD	CDJ 3070	CDJ 3070	Debit Card Replenishment 10/05/22	\$	195.92
The Verandahs CDD	CDJ 3071	CDJ 3071	Debit Card Replenishment 10/27/22	\$	230.26

Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

Vendor Name	Check Number	er Invoice Number	Invoice Description	Inv	oice Amount
The Verandahs CDD	CDJ 3073	CDJ 3073	Debit Card Replenishment 11/14/22	\$	369.91
Thomas M. May	100129	TM010323	Board of Supervisor Meeting 01/03/23	\$	200.00
Tracy E. Mayle	100130	TM010323	Board of Supervisor Meeting 01/03/23	\$	200.00
Withlacoochee River Electric	ACH	10365384.55	Summary Billing 12/22	\$	4,004.01
Cooperative, Inc. Yellowstone Landscape	100142	TM 473344	Winter Annual Installation 12/22	\$	883.59
Yellowstone Landscape	100145	TM 473418	Monthly Landscape Maintenance 01/23	\$	7,903.07
Yellowstone Landscape	100131	TM 470594	Mulch 12/22	\$	9,724.00
Report Totals				<u>\$</u>	46,679.46

Tab 3

Under Pressure LLC

4037 Orient Dr Hernando Beach FL, 34607 3526671314 tyler@upcfl.com upcfl.com



Estimate

Estimate No: 312

Date: 01/17/2023

For: The Verandahs CDD C/O Rizzetta &

Company To:

LHayes@rizzetta.com, MLamberti@rizzetta.com 3434 Colwell Ave, Suite 200 Tampa, FL 33614 Ship 3434 Colwell Ave, Suite 200

Tampa, FL 33614

Tracking No: Ship Via: Free Shipping

\$3,850.00

Description	Quantity	Rate	Amount
Power wash sidewalks and street gutters for common areas throughout The Verandahs. Including streets: Chenwood Avenue, Royston Bend, Luftburrow Ln, Jillian Cir, S.Bridge Terrace, White Bluff Road, Caden Glen Drive, Saulston Place. Both lift stations on Chenwood Avenue. Approximately .75 miles of sidewalks 1.5 miles of Street gutters Does not include homeowners driveways, sidewalk or street gutters.	1	\$3,850.00	\$3,850.00
Subtotal Shipping Total			\$3,850.00 \$0.00 \$3,850.00

Comments

Thank you for your business.

Under Pressure LLC

Client's signature

Total



Craig Baddorf 13042 Terrace Springs dr Temple Terrace, Fl 33637 813-957-5243 downanddirtypressurewashing19@yahoo.com

Date 01/19/2023

Quote # 112003

The Verandahs CDD C/O Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, fl 33614

Pressure wash all common area sidewalks and gutters from main gate starting on Chenwood ave, Royston bend, Luftburrow Ln, Jillian cir, S. Bridge Terrace, White bluff rd, Caden glen dr, Saulston pl, and both lift stations

Water is to be supplied on site by CDD

Any area to be cleaned if vehicals are parked blocking area it will be skipped if return is required there will be additional fee

Fee \$ 10,510.00 Deposit \$ 4,204.00 Final fee \$ 6,306.00

^{**}Disclaimer: 1.) Estimates are valid for 60 days unless otherwise agreed upon in writing. 2.) Upon acceptance of estimate any additional services requested by you that are not covered by the original estimate shall incur additional charges, unless otherwise agreed upon in writing. 3.) Unless explicitly agreed prior to commencement of work, payment will be due in full upon completion of the work or services provided. 4.) Unless notified in writing of a 30 day payment option payment will be due within 10 day's of completion and invoice received or a 10% late fee of balance owed will be applied each month until payment is received. 5.) All deposits are non refundable . 6.) If legal action is required customer is responsible for all legal fee's. **

^{***}Down and Dirty Pressure Washing shall not be held responsible for any loss or damage to property, materials or individuals caused by the personal actions of the customer or other household members or guests before, during or after such work has been carried out.***

Tab 4



Contact: Joe Payne Phone: 213-342-5472 Email: jpayne@mplc.com

Who We Are

MPLC was founded in 1986 with the goal of providing an affordable way for the public to enjoy movies, TV, and other audiovisual content outside of the home with the assurance of copyright compliance. Since the introduction of MPLC's pioneering Umbrella License*, we have come a long way, now representing more than 1,000 rights holders and licensing in more than 40 countries around the world.

Do I Need an Umbrella License for My Community?

Does your community offer broadcast, cable, or satellite TV in amenity spaces like a clubhouse, media room, fitness center, or any other common area? Are TVs available for residents, guests, or staff members to view movies or TV shows within your community? Do resident groups ever coordinate movie screenings for residents? If the answer is YES to any of the above questions, you are required by copyright law to have a license.

How It Works: It's This Simple!

With the Umbrella License you can show unlimited movies, TV programing and other audiovisual content from MPLC member licensors with the assurance of copyright compliance. You can obtain content on your own in any legal format including, but not limited to, broadcast, cable or satellite television, DVD, Blu-ray, download, casting or streaming services. There is no reporting required by your team, as MPLC reports the License back to the Studio Compliance Committee on your behalf.

More Than 1,000 Rights Holders! Operate Your Amenity TVs, Worry-Free, 24-7

Under the Umbrella License, you will find content from every genre. MPLC provides annual copyright coverage for more than 1,000 rights holders, ranging from major Hollywood studios to children's, independent, television, special interest, and international producers.

Benefits

- Annual fee
- Affordable
- Unlimited exhibitions (indoors & outdoors)
- · Covers all on-site facilities with TVs
- Copyright Protection & coverage for 1,000s of rights holders

Pricing

The cost is \$2,289 per HOA community and \$1,389 per non-HOA community per year. For applications received in 2023, the new rate will be \$1,549 per non-HOA community per year.

What's Covered?





Motion Picture Licensing Corporation 5140 W. Goldleaf Circle, Suite 103 Los Angeles, CA 90056 United States

Umbrella License Application

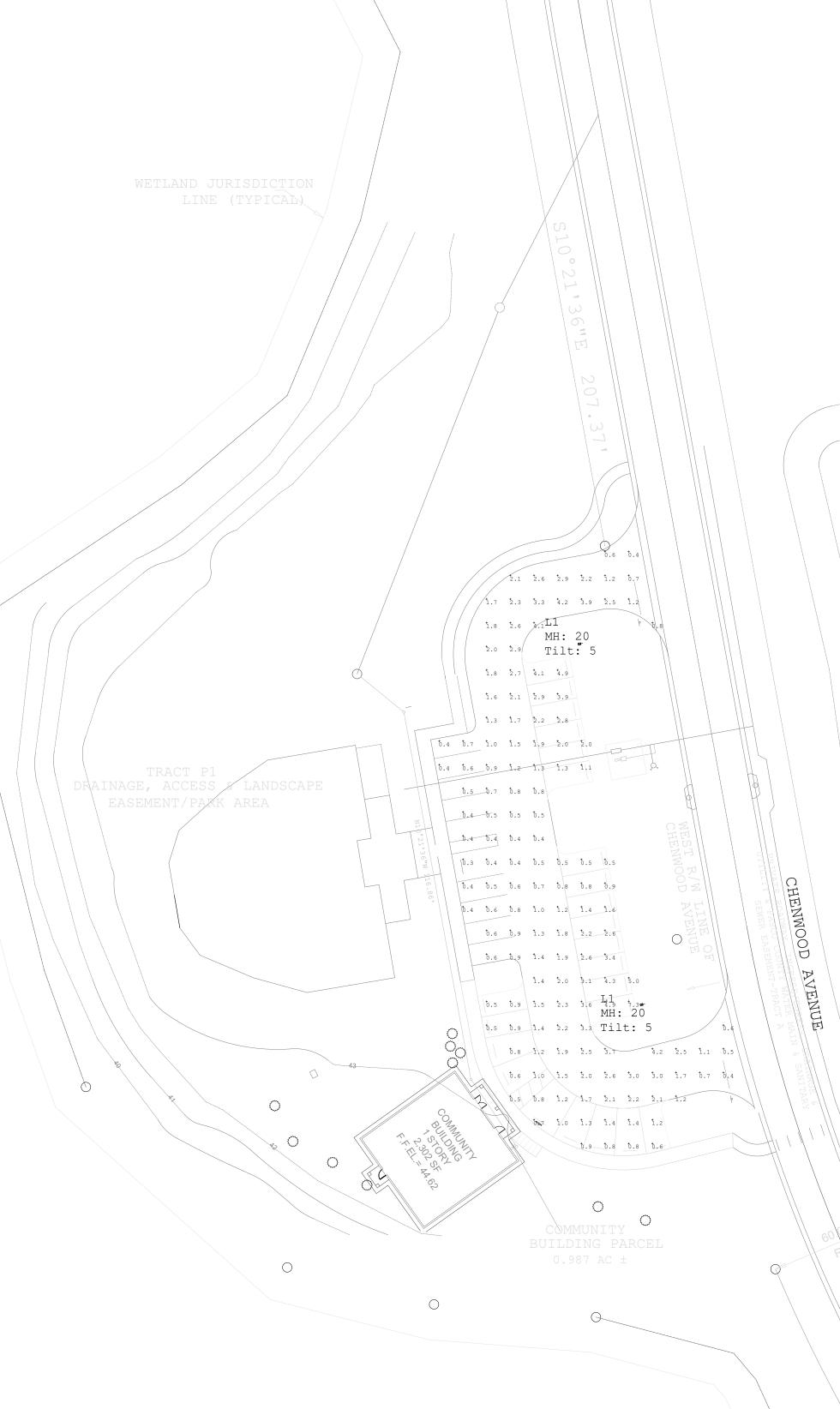
Name of Organization ("LICENSE	E")
Contact Name	Position
Facility Address	
City, State, Zip	
Mailing Address (If different from	above)
City, State, Zip	
Telephone	Fax
Email Address	Website
License Fee	Start Date
I hereby request an MPLC Umbre	ella License, subject to the terms and conditions provided herein.
Authorized Signer (Printed)	
Signature	
Title	
PAYMENT OPTION: o Send Invoice (fee due in 30 d	ays)
	Mastercard AMEX Discover
Card Number	Expiration CVV

UMBRELLA LICENSE® AGREEMENT TERMS AND CONDITIONS

- 1. <u>Purpose</u>. Motion Picture Licensing Corporation ("MPLC") grants licensee ("Licensee") a non-exclusive license ("License") to publicly perform copyrighted "Works" defined below, under the Terms and Conditions specified in this Umbrella License Agreement ("Agreement").
- 2. <u>Law. MPLC warrants and represents that it has secured the appropriate rights, under the federal Copyright Act, Title 17, U.S.C. §101 and §106, to grant this License.</u>
- 3. <u>Term.</u> "Term" shall mean the period beginning on the "Start Date" listed on the Umbrella License Application ("Application") and shall continue thereafter for periods of one (1) year each, unless cancelled by either party giving sixty (60) days advance written notice before the end of said period or any subsequent period. Each one (1) year period during the Term is referred to herein as a "Contract Year." If Licensee does not timely notify MPLC of intent to terminate, this Agreement will remain in effect for the entire Contract Year, and Licensee will be responsible for the entire annual fee due to MPLC hereunder. No refunds or credits will be made by MPLC in the event of early termination by Licensee.
- 4. Rights. The public performances authorized by this Agreement shall take place in the Facility(ies) identified in the Application or as Licensee otherwise notifies and shall be via any means originally intended for personal use only including but not limited to DVD, streaming, download and broadcast. The primary purpose of such performances is to entertain and/or educate authorized viewers and the audience must be limited accordingly. No specific titles, or any characters from such titles, or producers' names will be advertised or publicized to the general public, and no admission or other fee will be charged to the audience. The exhibitions cannot be used to endorse any goods or services. Works are defined as films, television programs and other audio-visual content originally intended for personal use only to which MPLC has received the rights to license under the parameters set forth herein and excludes premium home theatre exhibitions. Licensee grants MPLC the permission to use Licensee's name and logo in promoting MPLC's services.
- 5. Fee. The agreed license fee for the first Contract Year of this Agreement is specified on the Application, which amount is payable to MPLC. Subsequent Contract Years may include adjustments and fees based on various factors, including, but not limited to adjustments which: (i) reflect any change from the previous year's Consumer Price Index (CPI), and/or (ii) reflect an increase in the number of Facilities or other factors used to determine the license fee. On an annual basis, or upon request by MPLC, Licensee shall furnish MPLC with the information MPLC may require to determine the license fee for subsequent Contract Years. Following such a request, if Licensee does not furnish the requested information within thirty (30) days prior to expiration, MPLC may independently determine the license fee for that Contract Year based on its reasonable estimation. The license fee for each subsequent Contract Year shall be due and payable no later than each anniversary date of the applicable Contract Year. Late payments for subsequent Contract Years will be subject to a charge of one and one-half percent (1.5%) of the license fee per month.
- Restrictions. The specific titles which may be publicly performed by Licensee under this Agreement are Works produced and/or distributed by MPLC-affiliated rights holder companies only. MPLC represents that it or its rights holders may not possess the appropriate rights to certain individual titles, or, due to the expiration of those rights during the term of this Agreement, MPLC may send Licensee at any time during the term of this Agreement binding notices that certain titles cannot be or may no longer be publicly performed under this Agreement. Such notices shall be binding and effective upon Licensee when received.
- 7. <u>Legally Obtained Works Only</u>. Licensee may publicly perform only legally obtained Works covered by this Agreement. The responsibility for obtaining the Works is that of Licensee, and the costs of acquiring the Works are to be borne solely by Licensee and are separate and distinct from the agreed public performance license fee.
- 8. No Other Rights. Licensee may not unlawfully duplicate, edit or otherwise modify the Works obtained for public performance purposes under this Agreement. Any and all rights not granted to Licensee in this Agreement are expressly reserved to MPLC and/or its rights holders.

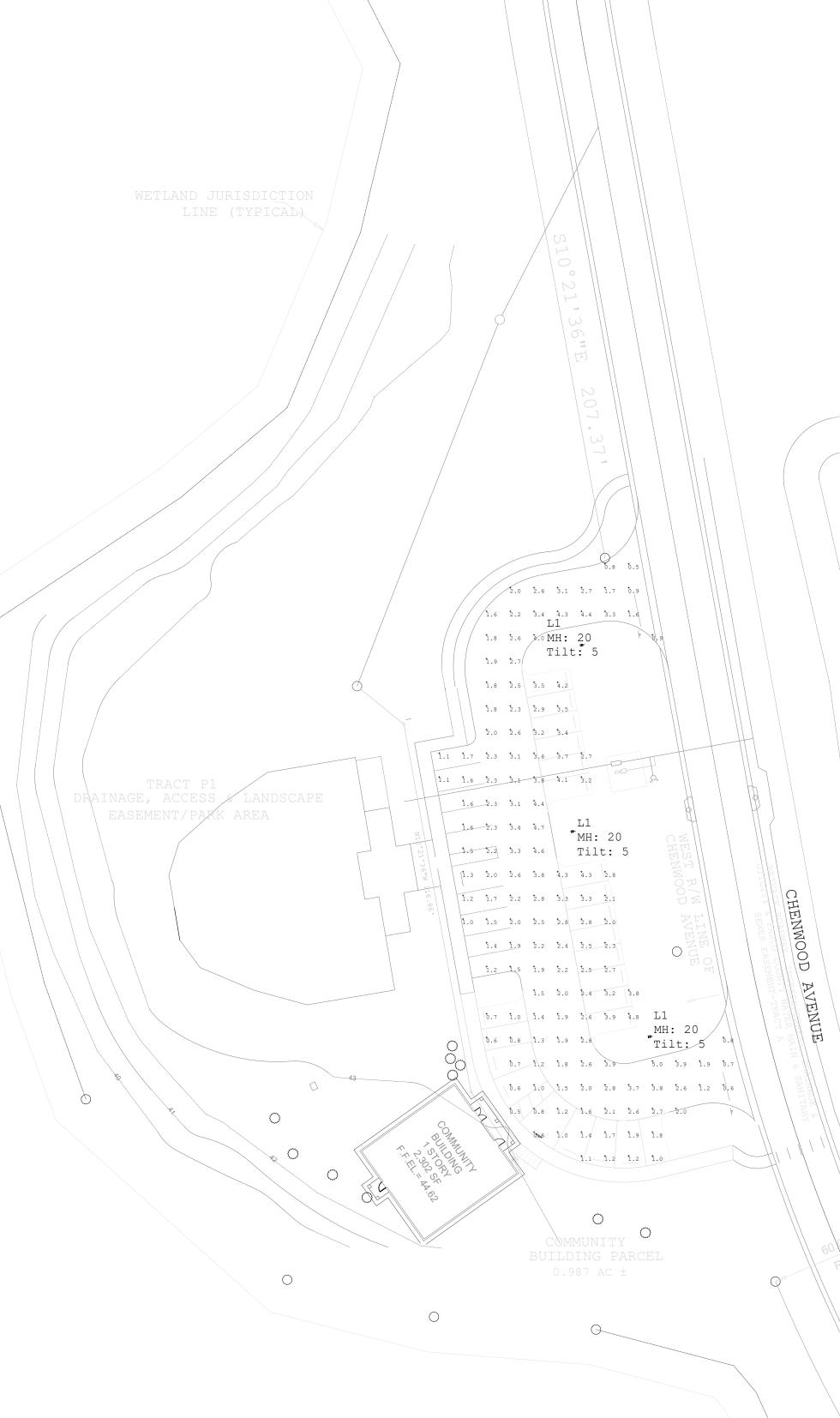
- 9. <u>Separate Fees</u>. Any separate fees which may be due to music publishers, or collection societies for music publishers, for the right to publicly perform the music contained in any of the Works covered by this Agreement are solely Licensee's responsibility and are not the responsibility of MPLC. To the best of MPLC's knowledge, no such separate fees for motion pictures are presently in effect.
- 10. <u>Assignment</u>. This Agreement may not be assigned by Licensee, without the prior written consent of MPLC, except that Licensee shall (a) assign this Agreement in connection with a merger, consolidation or sale of its assets and business, (b) provide MPLC with immediate notice of the assignment including contact information for the assignee, and (c) guarantee assignee's performance of all obligations of Licensee under this Agreement. This Agreement may be assigned by MPLC.
- 11. <u>Tax Liability</u>. In the event that a determination is made by a taxing authority or court of any state in which Licensee conducts business that the activity licensed herein renders MPLC liable for the payment of a gross receipts, sales, business use or other tax which is based on the amount of MPLC's receipts from Licensee, then Licensee shall reimburse and indemnify MPLC within thirty (30) days of notification therefore for Licensee's pro rata share of any such tax derived from receipts received from Licensee.
- 12. <u>Notice</u>. Any notice provided for herein shall be given in person; by first class air mail, postage prepaid; or by reputable ovemight carrier, addressed to the party to be notified as listed on the Application. The date of personal service or mailing of any such notice shall constitute the date of service.
- 13. <u>Termination</u>. MPLC reserves the right to terminate this Agreement on account of any breach by Licensee of its Terms and Conditions. In the event of such termination, there shall be no refund of the license fee. A waiver by MPLC or by Licensee of any specific breach by the other shall not constitute a waiver of any prior, continuing or subsequent breach of the same, or any other provision of this Agreement. If any part of this Agreement shall be determined unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 14. <u>Legal Fees</u>. In the event MPLC engages a lawyer to enforce its rights under this Agreement by virtue of the breach on the part of Licensee, of any term of this Agreement, Licensee agrees to pay the reasonable costs and legal fees incurred by MPLC.
- 15. <u>Collection Fees</u>. In the event that MPLC incurs any costs or fees in connection with the collection of any amounts past due to MPLC hereunder, then Licensee shall be responsible for paying such amounts to MPLC upon demand, with interest at the rate of nine percent (9%) per annum calculated from date of demand.
- 16. <u>Guarantees</u>. Licensee guarantees that the information provided by Licensee is true, correct and complete in all respects. This Agreement constitutes a legal, valid and binding obligation upon Licensee and is enforceable by its Terms and Conditions which may be updated by MPLC. Acceptance of this Agreement can be made via electronic consent, handwritten signature, or payment of license fee.
- 17. Warranty. To the extent that, prior to the commencement date of this Agreement, Licensee may have infringed upon rights held by MPLC, MPLC hereby agrees that it will not seek legal recourse or assert any claim for any and all such possible infringements which would have been licensed under this Agreement. MPLC makes this warranty only with respect to rights held by it and is not empowered or authorized to make any such representation or warranty with respect to rights held by others.
- 18. <u>Jurisdiction</u>. The Application and these Terms and Conditions contain the full and complete agreement between MPLC and Licensee and shall be construed in accordance with the laws of the United States and the State of California and the parties submit to the nonexclusive jurisdiction of the U.S. Courts as regards to any claim or matter arising in relation to this Agreement.

Tab 5



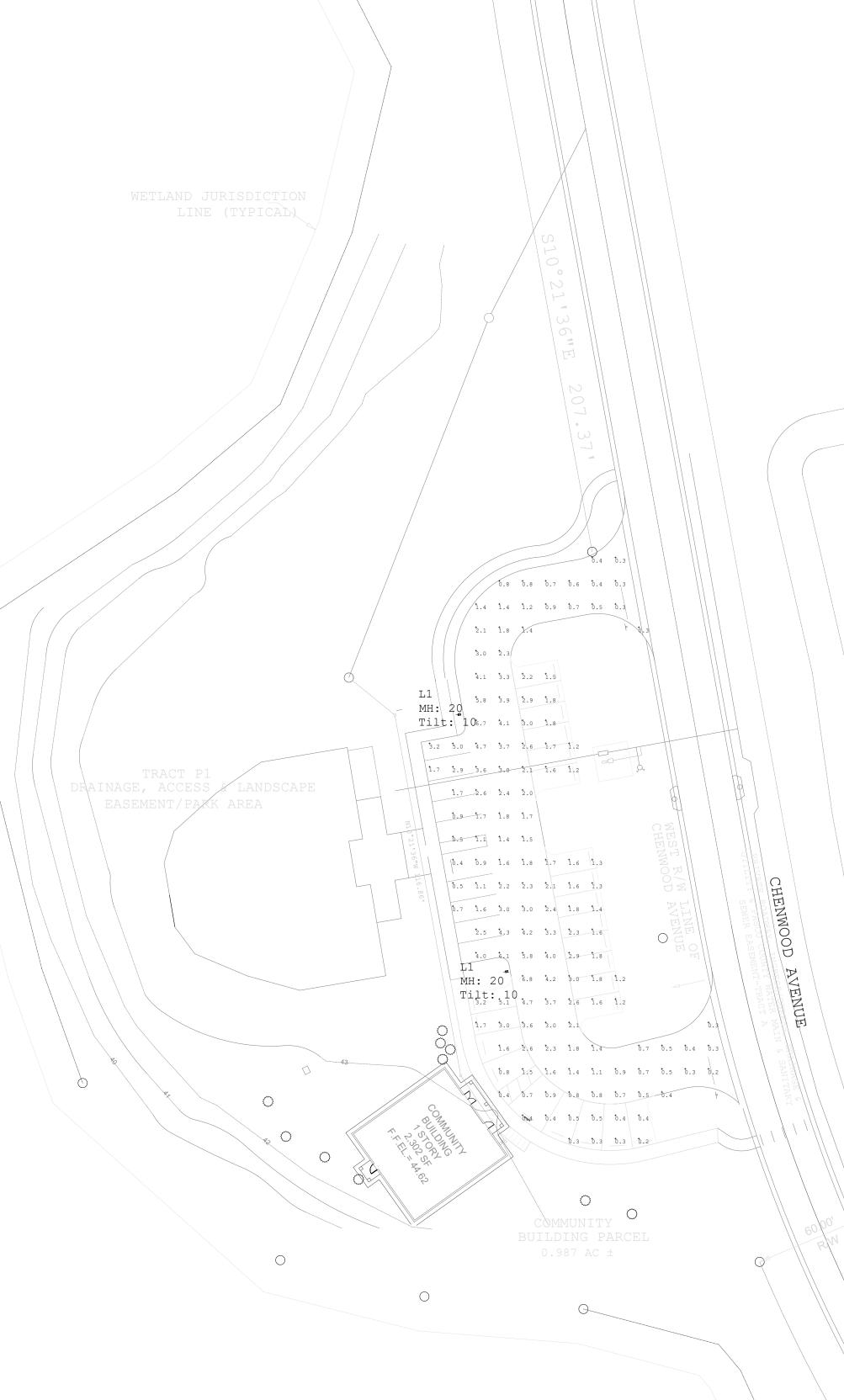
Project: VERANDAHS CDD PARKING OPT 2 1-10-2023										
Symbol	Qty	Label	Description	Luminaire Watts	[MANUFAC]	Arm	LLF			
	2	L1		208	Visionaire Lighting LLC	1.4	0.950			

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING	Illuminance	FC	1.6	7.3	0.3	5.4	24.3



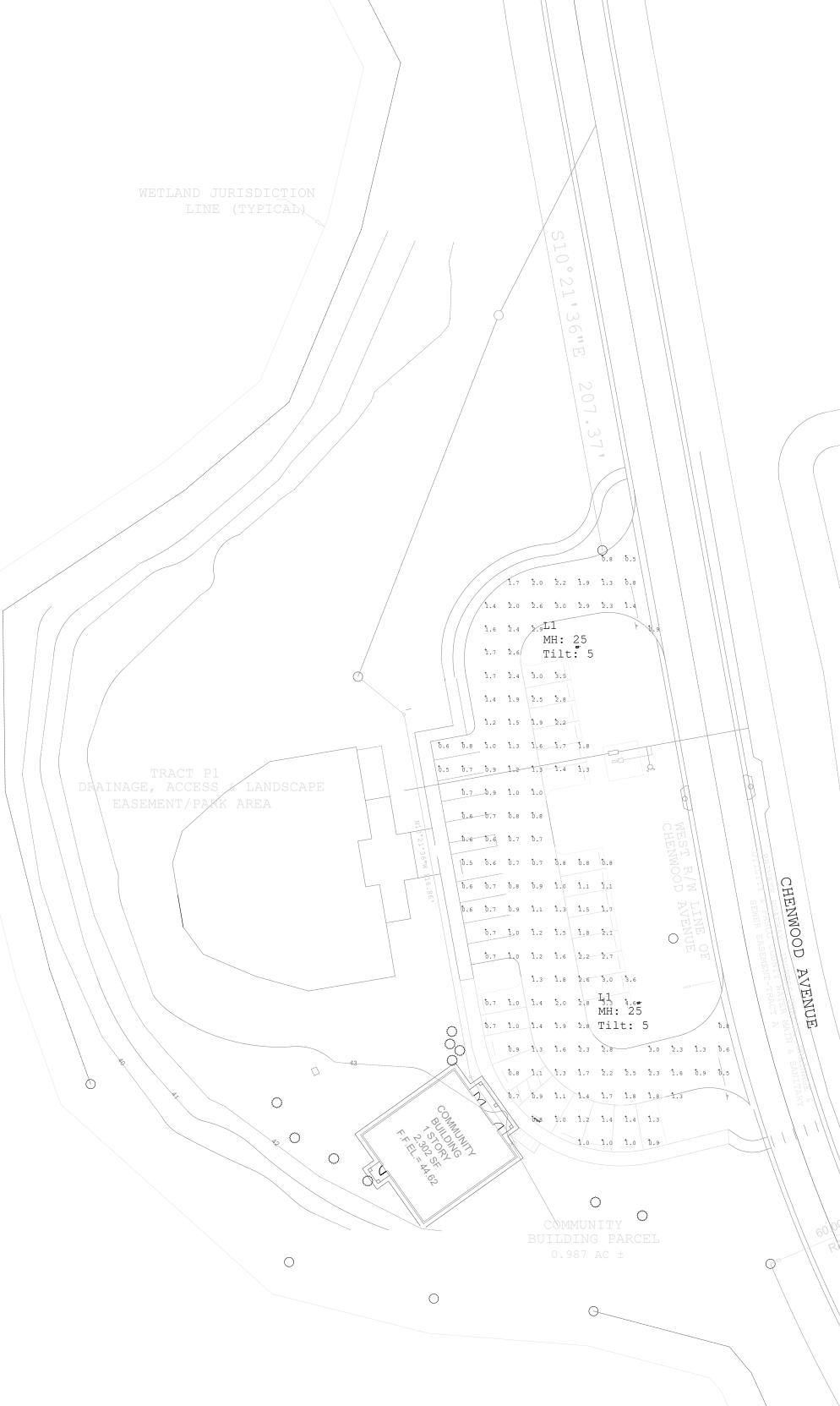
Luminaire Schedule										
Project: VERANDAHS CDD PARKING OPT 3 1-10-2023										
Symbol	Qty	Label	Description	Luminaire Watts	[MANUFAC]	Arm	LLF			
	3	L1		172	Visionaire Lighting LLC	1.4	1.000			

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING	Illuminance	FC	2.3	5.0	0.5	4.6	10.0



Luminaire Schedule									
Project: VERANDAHS CDD PARKING OPT 4 1-11-2023									
Symbol	Qty	Label	Description	Luminaire Watts	[MANUFAC]	Arm	LLF		
	2	L1		208	Visionaire Lighting LLC	1.4	0.950		

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING	Illuminance	FC	1.9	6.8	0.2	9.5	34.0



Luminaire Schedule										
Project: VERANDAHS CDD PARKING OPT 1-10-2023										
Symbol	Qty	Label	Description	Luminaire Watts	[MANUFAC]	Arm	LLF			
-	2	L1		208	Visionaire Lighting LLC	1.4	0.950			

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING	Illuminance	FC	1.5	4.6	0.5	2.9	9.2

6.9 b.9 b.7 b.6 b.5 b.4 1.4 1.2 1.1 5.8 5.7 5.5 5.4 2.4 2.0 3.0 2.4 2.0 1.4 L1 MH: 25 Tilt: 104.4 3.0 2.4 1.8 2.8 3.7 3.3 2.7 2.2 1.6 1.2 1.8 2.6 2.8 2.5 2.0 1.5 1.2 TRACT P1
DRAINAGE, ACCESS & LANDSCAPE
EASEMENT/PAKK AREA 1.7 2.2 2.1 1.8 1.1 1.8 1.9 1.8 0.7 1.3 1.9 1.9 1.8 1.6 1.3 0.7 1.4 2.1 2.1 1.9 1.5 1.2
 5.9
 1.7
 2.5
 2.6
 2.2
 1.8
 1.3
 1.4 3.2 3.1 2.5 2.1 1.5

3.2 4.2 4.0 2.9 2.3 1.7

L1

MH: 25 4.4 3.0 2.4 1.7 1.2

Tilt: 10
2.8 3.7 3.4 2.7 2.2 1.6 1.1 1.8 2.6 2.8 2.4 1.9 1.6 2.0 1.9 1.5 1.2 5.7 5.5 5.4 5.3 1.0 1.5 1.5 1.3 1.1 5.9 5.7 5.5 5.4 5.3 0.6 1.0 1.1 1.0 0.9 0.7 0.6 0.5 **5.5** 5.7 5.6 5.6 5.5 5.5 E O O A to.4 to.4 to.3 COMMUNITY
BUILDING PARCEL
0.987 AC ±

Luminaire Schedule									
Project: VERANDAHS CDD PARKING 1-10-2023									
Symbol	Qty	Label	Description	Luminaire Watts	[MANUFAC]	Arm	LLF		
	2	L1		208	Visionaire Lighting LLC	1.4	0.950		

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING	Illuminance	Fc	1.7	4.4	0.3	5.5	14.7



TAMPA

6202 Benjamin Rd Ste 106 Tampa FL 33634 P 813-289-1600 | F: 813-287-0899

"If there is a problem with a SESCO product that you specified or we supplied, we will fix it... PERIOD"

DEWBERRY ENGINEERING 1000 N. Ashley Dr Suite 801 **Tampa FL 33602**

Job/Project Name: VERANDAHS CDD PARKING

Contra	actor:		Bid Date:	Location:	
				WESLEY CHAPEL, FL	
Specif	fiers:		Contact Name:	Type:	
DEWB	ERRY ENGINE	ERING		Electrical Engineer	
Rema	rks:				
Otv	Type	Mfa	Description	Dric	Δ.

Щty	ı ype	iviig	Description	FIICE
3		VISION	VMX-II-T4L-25L-4K-UNV-KM-FINISH	
3		SESCO	20' MH ALUMINUM POLE, WITH 2-3/8" TENON	
1		SESCO	CONTRACTOR LABOR ESTIMATE	
			FREIGHT AND ANCHOR BOLTS ARE INCLUDED	
			FLORIDA SALES TAX IS INCLUDED	
			PRICING FOR BUDGETARY PURPOSES ONLY	
			PRICING VALID FOR 30 DAYS FROM QUOTATION DATE	
			TOTAL ·	\$22 570 00

Prices Firm for Entry By: Lead Time: 30 Days Varies by Mfg **Printed By:** Email: Date: Morgan, Vanessa vmorgan@sescolighting.com 1/27/2023

- > Price per BOM only
- > Complete quote must be used; no partials
- Spare material, allowances, dimmers and sales tax NOT included unless noted
- Prices include standard finishes only unless noted
- > Lamps are not included unless noted (This does not apply to fixtures with internal LED diodes)
- Pole wind load calculations do not include structural base engineering
- Project may include SESCO start-up services which consist of programming, testing, end user training and system configuration back up. These services are required for manufacturers warranty. To ensure this warranty, SESCO start-up costs are non-refundable
- > All warranties as per manufacturers terms
- > All shipments FOB origin
- Deposits may be required as noted at time of breakdown
- > Quotation valid 30 days
- > Hold for Release orders do not secure project pricing but may be required for factory drawings
- > Additional costs will be charged to ship the Anchor Bolts and Template out ahead of time

Your Touchstone Energy® Partner





To: Verandahs CDD

C/O Rizzetta & Company 3434 Colwell Ave., Suite 200

Tampa, FL., 33614

From: Withlacoochee River Electric Cooperative, Inc.

Bayonet Point District Office

Date: January 1, 2023

Subject: Three Additional Street Lights for the Clubhouse

Description

Location: Verandahs, 12321 Chenwood Ave.

Description: Type 212 \$21.50 Monthly Unit Cost

70Watt Classic Post Top LED Fixture

Type 960 \$ 10.00 Monthly Unit Cost

12, Aluminum Wadsworth Pole

Total \$31.50 Monthly Unit Cost

Total Monthly Cost: For Two Lights and Poles \$63.00

Additional One Time Fees

Connection Charge: \$65.00

Deposit: \$2,547.00

Directional Bores \$3,454.60

Total Fees: \$2,966.60

For any questions regarding the above, please contact:

Richard Lovett
District Engineering Services Supervisor
(727) 868-9465, Ext. 2130
RLovett@wrec.net

Bayonet Point District Office 12013 Hays Road Shady Hills, FL 34610 Main (727) 868-9465 Fax (727) 869-3652 Tampa Exchange: (813) 972-9233

Account No. 1573431

STREET/OUTDOOR LIGHTING AGREEMENT

(Existing Lights)

THIS STREET/OUTDOOR LIGHTING AGREEMENT (together with any and all appendices, addenda, exhibits and schedules attached hereto, this "Agreement"), effective as of the 2nd day of February, 2023, by and between Withlacoochee River Electric Cooperative, Inc., a non-profit Florida corporation, with a principal place of business at PO Box 278, Dade City, Florida 33526-0278 ("WREC"), and

VERANDAHS CDD	
whose address is	
3434 COLWELL AVE STE 200 , TAMPA FL 33614	("Customer").
WITNESSETH:	
WHEREAS, Customer is in possession of the real property located at	
DUDLICTICITING	

and more particularly described in $\underline{Exhibit\ A}$ attached hereto (the "Property"); and

WHEREAS, Customer desires WREC to maintain and operate a street lighting system as more particularly described in <u>Exhibit B</u> attached hereto (the "System") on the Property.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES

- (a) Pursuant to the terms of this Agreement and WREC's current rules and regulations, WREC shall maintain, and operate the System as shown on the maps, drawings and specifications attached hereto in Exhibit B and furnish all of the electric power and energy necessary for the operation of the System on the Property.
- (b) WREC, whenever it shall find it necessary for the purpose of making repairs upon or improvements in any part of its electric transmission or distribution lines or equipment, shall have the right to suspend temporarily service to the System, but in all such cases reasonable notice thereof shall be given to the Customer, if circumstances permit, and the making of repairs and improvements shall be prosecuted as rapidly as may be practicable.
- (c) The Customer shall grant to WREC all permits, franchises, or authority including a free and continuous right-of-way, necessary to construct, operate, and maintain the System in the streets of or upon the Property.
- (d) The Customer shall become a member of WREC, shall pay the membership fee and be bound by the provisions of the Articles of Incorporation and By-laws of WREC and by such rules and regulations as may from time to time be adopted by WREC. In the event there is a conflict between the terms and conditions of this Agreement and WREC's By-laws or any rule or regulation adopted by WREC, the term and conditions of this Agreement shall prevail.

2. TERM; TERMINATION

- (a) This agreement shall become effective on the date first written above and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other twelve (12) months' notice in writing. In addition, WREC shall have the right to terminate this Agreement pursuant to WREC's Service Rules and Regulations and WREC's Articles of Organization and By-laws.
- (b) Upon termination of this Agreement in any manner, WREC shall have the right to remove from the Property and equipment which WREC may have installed to provide service hereunder.

3. <u>SYSTEM MALFUNCTIONS</u>

- (a) It shall be the Customer's responsibility to notify WREC in the event of failure of a lighting unit within the System. WREC assumes no responsibility to inspect any lighting units within the System to determine whether they were properly functioning until after such time that WREC has been notified that a unit has malfunctioned. Moreover, if an alleged outage notification is not logged into WREC's reporting registry, it is presumed that no call was ever placed by the Customer and that no outage report was received by WREC.
- (b) WREC will normally repair a malfunctioning or inoperative streetlight or lighting unit within 60 days of receiving notification that the light has malfunctioned. However, the repair may take up to 180 days, and may take longer than 180 days if the customer causes a delay. Further, WREC may require 365 days or longer to repair or to replace the light in the event of a declared state of emergency or natural disaster.

4. <u>DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION</u>

- (a) WREC shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of WREC, WREC shall not be liable for damages caused thereby.
- (b) The Customer is responsible for all aspects of the design of the System's lighting plan. WREC has not conducted any study regarding the application of a particular lighting unit for the Customer's lighting needs and WREC assumes no responsibility for the adequacy or appropriateness of the System's lighting unit. Furthermore, WREC makes no warranties as to the adequacy, sufficiency, or appropriateness of the System's lighting for purposes of safety, security or other illumination. It is the Customer's responsibility to select the size, style and location of the lighting units and to monitor whether the lighting units that they have requested from WREC are adequate for the Customer's particular needs. It also is the Customer's responsibility to request that WREC change any aspect of the lighting unit within the System if the unit is not adequate for the Customer's needs. The Customer must pay for any appropriate charges and fees for any requested changes.
- (c) WREC does not guarantee continuous lighting within the System and will not be liable to any person or entity for damages related to any interruption, deficiency or failure of a light. WREC will use normal industry practices to attempt to furnish reliable electrical energy to the System and will repair the System after notification, but WREC does not and cannot guarantee 100% reliability. WREC reserves the right to interrupt service to the System or a lighting unit within the System at any time for necessary repairs to lines or equipment.
- (d) Customer herewith indemnifies and holds harmless WREC from any and all liability or damage that WREC or any other person or entity may suffer as a result of, or in any way relating to or arising out of, the design or operation of the System, including, but not limited to, the appropriateness of the System or the illumination of any lighting unit within the System to provide safety or security to third parties.

5. TERMS OF PAYMENT

- (a) The Customer shall pay WREC pursuant to WREC's current rules and regulations adopted by WREC for the System and all electricity furnished hereunder. If the Customer shall fail to make any such payment within the time period provided in WREC's current rules and regulations, WREC may discontinue service to the Customer upon giving ten (10) days' written notice to the Customer of its intention so to do, provided, however, that nothing herein contained shall relieve the Customer of its obligation to receive electrical service in accordance with the provisions of this Agreement.
- (b) The Customer agrees that the rates charged for street lighting shall be those rates specified in the WREC's Rate Schedule "AL" attached hereto as Exhibit C, which may be adjusted from time to time in WREC's sole and absolute discretion. Such adjusted rate schedule shall be on file with the Florida Public Service Commission. In the event that Customer has been operating the system for more than five years, any request specified in WREC's rate schedule requiring Customer to pay to WREC the remaining total amount of fixture and pole charges shall not apply to Customer.
- (c) Transfer of fixtures from one location to another on the Property at the request of the Customer shall be at the expense of the Customer. All charges hererunder are subject to Florida State Sales Tax unless Customer is exempt therefrom. Replacement of lamps, glassware and accessory equipment willfully or maliciously broken by persons unknown shall be paid for by the Customer at WREC's replacement cost.

6. <u>ASSIGNMENT</u>

No party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other party; any such attempted assignment shall be null and void.

7. <u>SUCCESSORS</u>

This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants hererin, and cannot be changed except by written agreement signed by both parties.

8. <u>SURVIVAL</u>

The provisions of this Agreement which by their nature are intended to survive, shall survive completion, expiration, recession or termination of this Agreement.

9. GOVERNING LAW

The validity of this Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the parties hererto shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles.

10. <u>SEVERABILITY</u>

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

11. <u>HEADINGS</u>

The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

12. <u>COUNTERPARTS</u>

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

13. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

- (a) No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.
- (b) A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

14. <u>ENTIRETY OF AGREEMENT</u>

This Agreement together with all appendices, exhibits, schedules, attachments and addenda attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth above.

CUSTOMER	WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.
Signature	Signature
Printed Name of Customer	Printed Name and Title
Title	
Date	

EXHIBIT A

[Insert legal description of the Property]

NOT - USED

EXHIBIT B

Type	Description	Quantity
212	CLASSIC - POST TOP 175W	2
960	ALUMINUM - 12' WADSWORTH	2

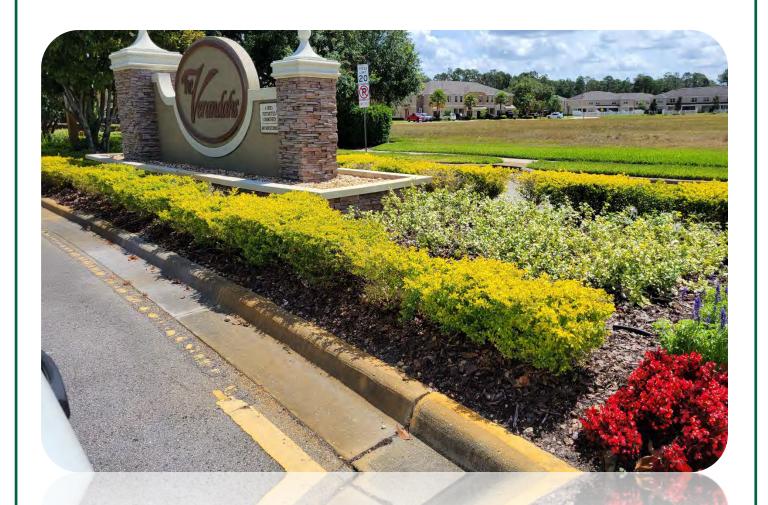
EXHIBIT C

Type	Description	Rate
212	LED CLASSIC - POST TOP 52W	\$21.50
960	ALUMINUM - 12' WADSWORTH	\$ 10.00

Tab 6

THE VERANDAHS

FIELD INSPECTION REPORT



January 11, 2023
Rizzetta & Company
Jason Liggett – Field Services Manager



SUMMARY & CHENWOOD AVENUE

General Updates, Recent & Upcoming Maintenance Events

Correct the trimming on the Viburnum on Chenwod Ave

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.

1. Again, during my inspection, I don't feel that the Viburnum Odos are being maintained at the level that they need to be. They have not changed from last month. See below on what was said last month about them and they are still in need of trimming. During my inspection, the Viburnum Odos were starting to get very hairy. This is something that I bring up quite often it seems we trim the bottom material but not the viburnum this needs to be more consistent. (Pic 1)

This has been in progress. We should have them trimmed before end of the week.

like removal of moss from the trees around the ponds banks up to 15 feet specially the cypress trees.

We will start this next visit.



2. Remove the sucker growth in the Ligustrum trees in the center island on Chennwood Ave.

This has been taken care of .

Currently with the turf being dormant let's work on the items that we can't in the summer



Tab 7



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 red areas below on Jan 10th.



Thank you, Kristina Nordman



		110	400
IJU	OI	#.3	420

SENT	ON:

RECIPIENT:

The Verandahs CDD, c/o Rizzetta & Company

3434 Colwell Ave. Suite 200 Tampa, FL 33614

SERVICE ADDRESS:

Chenwood Ave 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 Trimming	2 year Maintenance for Conservation Cutback starting 2/1/2023, with no height restrictions. Including any branches or limbs that come over and affects the safety and access of property, as well as any dead limbs that can pose a potential hazard to homes or individuals. Any trees that are affecting properties behind 198 will be addressed accordingly for safety concerns. Trees will be properly pruned back to collar cuts where possible, there are some dead trees that are in the preserve, these will not be touched unless they fall onto the property line and in which case we will cut up and remove the portion off the property line. Larger debris will be hauled off site, smaller clippings and rakings will be mulched on site. This contract does not include storm clean up, that will be billed at \$50.00 per man hour.	24	\$2,200.00	\$52,800.00 *
Bush Hogging	Monthly Bush hogging on needed areas throughout entire property around the conservation to bring the encroachment back further.	24	\$1,000.00	\$24,000.00
Misc	This contract would void the previous one.	1	\$0.00	\$0.00 *

Total

\$76,800.00

This quote is valid for the next 30 days.

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.

^{*} Non-taxable

^{**} 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.



QUOTE #3420

SENT ON:			

	_		
Notes	Con	tinu	ed

Signature: _____ Date: ____

Tab 8





The Verandahs Waterway Inspection Report

Reason for Inspection: Scheduled-recurring

Inspection Date: 2023-01-09

Prepared for:

District Manager Rizzetta & Company

Prepared by:

Jason Diogo, Aquatic Biologist

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

TABLE OF CONTENTS

SITE ASSESSMENTS	
Ponds210,230,220	3
PONDS10,20,30	4
PONDSF50,F70,60	5
PONDS 40	6
Management/Comments Summary	
SITE MAD	

210

Comments:

Normal growth observed

Minor sub-surface algae present. Treatment was applied at the time of inspection. Expect 7-14 days for results.

Action Required:

Routine maintenance next visit

Target:

Sub-surface algae





230

Comments:

Normal growth observed

Very minor Planktonic Algae noted on the surface. Treatment was applied at the time of inspection. Expect 7-10 days for results.

Action Required:

Routine maintenance next visit

Target:

Planktonic algae





220

Comments:

Site looks good

Site has seen significant algae reduction following repeated treatments.

Action Required:

Routine maintenance next visit

Target:





10

Comments:

Site looks good

No issues observed at the time of inspection.



Routine maintenance next visit

Target:





20

Comments:

Normal growth observed

Very minor submersed Slender Spikerush present along the shallow perimeter. Treatment was applied during inspection to keep this nuisance managed.

Action Required:

Routine maintenance next visit

Target:

Submersed vegetation





30

Comments:

Site looks good

No issues observed at the time of inspection. Native Arrowhead looks healthy.

Action Required:

Routine maintenance next visit

Target:





Site: F50

Comments:

Normal growth observed

Site has responded well to previous treatments for submersed vegetation. Very minor algae along the perimeter will be addressed during next scheduled maintenance.

Action Required:

Routine maintenance next visit



Sub-surface algae





Site: F70

Comments:

Site looks good

Minor regrowth of Spadderdock Lillies. No other issues noted.

Action Required:

Routine maintenance next visit

Target:





Site: 60

Comments:

Site looks good

No issues observed at the time of inspection.

Action Required:

Routine maintenance next visit

Target:





Site: 40

Comments:

Site looks good

No issues observed at the time of inspection. Nuisance grass in the littoral shelf in the process of decomposition following recent treatment(right).

Action Required:

Routine maintenance next visit

Target:





Management Summary

Overall, the sites in this month's inspection look very good. There was only very minor nuisance growth and barely any trash noted on the ponds. We can expect to see this trend continue through the cooler winter months. During this time we will focus on detail work within the native vegetation and controlling all submersed weeds before moving into Springtime.

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

Thanks for choosing Solitude Lake Management!

The Verandahs Waterway Inspection Report

2023-01-09

Site	Comments	Target	Action Required
210	Normal growth observed	Sub-surface algae	Routine maintenance next visit
230	Normal growth observed	Planktonic algae	Routine maintenance next visit
220	Site looks good		Routine maintenance next visit
10	Site looks good		Routine maintenance next visit
20	Normal growth observed	Submersed vegetation	Routine maintenance next visit
30	Site looks good		Routine maintenance next visit
F50	Normal growth observed	Sub-surface algae	Routine maintenance next visit
F70	Site looks good		Routine maintenance next visit
60	Site looks good		Routine maintenance next visit
40	Site looks good		Routine maintenance next visit



Service Report



Work Order

Work Order 00111945

Number

Created Date 1/10/2023

Account

The Verandahs CDD

Contact

Lynn Hayes

Address

13705 Rosette Road

Hudson, FL 34669

Work Details

Specialist Comments to Customer

Assigned Resource

Work Order Assets

Asset	Status	Product Work Type
The Verandahs CDD - LAKE ALL	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
The Verandahs CDD - LAKE ALL	TRASH / DEBRIS COLLECTION (IN HOUSE)	
The Verandahs CDD - LAKE ALL	LITTORAL SHELF	
The Verandahs CDD - LAKE ALL	INSPECTION	
The Verandahs CDD - LAKE ALL	DYE APPLICATION	
The Verandahs CDD - LAKE ALL	SHORELINE WEED CONTROL	
The Verandahs CDD - LAKE ALL	LAKE WEED CONTROL	
The Verandahs CDD - LAKE ALL	ALGAE CONTROL	
The Verandahs CDD - LAKE ALL		

Service Report



Work Order

Work Order 00117829

Number

Created Date 1/17/2023

Account

The Verandahs CDD

Contact

Lynn Hayes

Address

13705 Rosette Road

Hudson, FL 34669

Work Details

Specialist Comments to Customer

Assigned Resource

Work Order Assets

Asset	Status	Product Work Type
The Verandahs CDD - LAKE ALL	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
The Verandahs CDD - LAKE ALL	TRASH / DEBRIS COLLECTION (IN HOUSE)	
The Verandahs CDD - LAKE ALL	LITTORAL SHELF	
The Verandahs CDD - LAKE ALL	INSPECTION	
The Verandahs CDD - LAKE ALL	DYE APPLICATION	
The Verandahs CDD - LAKE ALL	SHORELINE WEED CONTROL	
The Verandahs CDD - LAKE ALL	LAKE WEED CONTROL	
The Verandahs CDD - LAKE ALL	ALGAE CONTROL	
The Verandahs CDD - LAKE ALL		

Tab 9

Operations Report – January 2023



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

- 1/3/2023: CDD MEETING
- 1/08/2023: Johnson Bday party
- 1/10/2023: Paint Committee meeting
- 1/13/2023: Maryann Bday Party
- 1/14/2023: Varrichio bday party
- 1/24/2023: SFH HOA MEETING
- 1/26/2023: TH HOA MEETING

Resident Payment Log

No payments received for the month of January

Debit Card Reimbursement log

Amazon Monthly Subscription: 14.99

• Home Depot: 59.55

Suggestions/Concerns

Please see attached information for Square



Tab 10



UPCOMING DATES TO REMEMBER

• Next Meeting: March 7, 2023 @ 6:30 PM

District Manager's Report February 7

2023

FINANCIAL SUMMARY	11/30/2022
General Fund Cash & Investment Balance:	\$233,400
Reserve Fund Cash & Investment Balance:	\$216,578
Debt Service Fund Investment Balance:	\$119,466
Total Cash and Investment Balances:	\$569,444
General Fund Expense Variance: \$1,804	Over Budget
FINANCIAL SUMMARY	12/31/2022
FINANCIAL SUMMARY General Fund Cash & Investment Balance:	12/31/2022 \$606,818
General Fund Cash & Investment Balance:	\$606,818
General Fund Cash & Investment Balance: Reserve Fund Cash & Investment Balance:	\$606,818 \$211,666



Quarterly Compliance Audit Report

The Verandahs

Date: January 2023 - 4th Quarter **Prepared for:** Scott Brizendine

Developer: Rizzetta **Insurance agency:**



Preparer:

Jason Morgan - Campus Suite Compliance ADA Website Accessibility and Florida F.S. 189.069 Requirements



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Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in <u>Florida Statute Chapter</u> 189.069.



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – WCAG 2.1, which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. <u>189.069</u>, every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the <u>WCAG 2.1</u> levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* NOTE: Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. PDF remediation and ongoing auditing is critical to maintaining compliance.



Accessibility Grading Criteria

Passed	Description
Passed	Website errors* O WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

^{*}Errors represent less than 5% of the page count are considered passing

^{**}Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements Result: PASSED

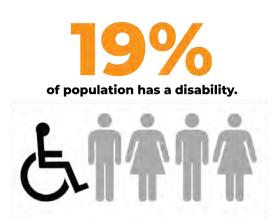
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



Sight, hearing, physical, cognitive.

The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: http://webaim.org/resources/contrastchecker



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This 'friendlier' language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: http://webaim.org/techniques/alttext



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A "skip navigation" option is also required. Consider using WAI-ARIA for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: http://webaim.org/techniques/skipnav



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no 'click here' please) are just some ways to help everyone find what they're searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: http://webaim.org/techniques/sitetools/



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: http://webaim.org/techniques/tables/data



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: http://webaim.org/techniques/acrobat/acrobat



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: http://webaim.org/techniques/captions



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: http://webaim.org/techniques/forms



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (eg., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web