

The Verandahs Community Development District

Board of Supervisors Meeting November 2, 2021

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 Asst. Secretary
Allen Adams

Allen Adams Asst. Secretary
Sarah Nesheiwat Asst. Secretary

District Manager Lynn Hayes Rizzetta & Company, Inc.

District Counsel Vanessa Steinerts Straley Robin & Vericker

District Engineer Richard Ellis 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.

who decides decision the person to appeal any made 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

November 1, 2021

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

REVISED FINAL AGENDA

Dear Board Members:

7.

SUPERVISOR REQUESTS

ADJOURNMENT

The regular meeting of the Board of Supervisors of The Verandahs Community Development District will be held on Tuesday, November 2, 2021 immediately following the workshop which begins at 6:30 p.m. at the Verandahs Amenity Center, 12375 Chenwood Avenue, Hudson, Florida 34669. The following is the agenda for this meeting:

1.	CALL	TO ORDER/ROLL CALL									
2.	AUDIE	ENCE COMMENTS ON AGENDA ITEMS									
3.	BUSIN	NESS ITEMS									
	A.	None.									
4.	STAF	F REPORTS									
	A.	District Counsel									
	B.	District Engineer									
	C.										
		i. Field Inspection & Observation ReportsTab 1									
	D.	Presentation of Aquatics ReportTab 2									
	E.	Clubhouse Manager's ReportTab 3									
	F.	District Manager ReportTab 4									
		Discussion of Establishing Reserve Fund									
5.	BUSINESS ADMINISTRATION										
	A.	Consideration of Minutes of the Board of Supervisors									
		Meeting held October 5, 2021Tab 5									
	В.	Consideration of Operations & Maintenance									
		Expenditures for September 2021									
	C.	Consideration of Consent to Assignment to Rizzetta &									
		Company/Rizzetta Technology Contract AgreementTab 7									
	D.	Consideration of Consent to Assignment to Rizzetta &									
		Company/Rizzetta Amenity Services, Inc.									
		Contract AgreementTab 8									
	E.	Consideration of Aquatics Maintenance ProposalsTab 9									
6.	AUDIE	ENCE COMMENTS									

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

Lynn Hayes, District Manager

THE VERANDAHS

FIELD INSPECTION REPORT



September 14, 2021
Rizzetta & Company
Jason Liggett – Field Services Manager



SUMMARY & CHENWOOD AVENUE

General Updates, Recent & Upcoming Maintenance Events

- ❖ Go over the property and make sure that the oak trees are pruned at the Contract Height
- ❖ .Improve the detail around the pool and amenity center.

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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.

 Remove the wood pieces laying under the tree in the Thumbnail Island at the Clubhouse.



- 2. Treat the turf weeds around the side and backside of the pool area.
- During weekly visits we need to remove the palm debris that is falling from the sabal palms around the pool.
- 4. Yellowstone to remove the grass and vines growing in the viburnum hedge around the pool area.
- 5. Treat the crack weeds in the pavers throughout the pool deck.

6. Trim back the Viburnum Suspensum out of the fence around the pool area.







CHENWOOD AVENUE

7. The Luftborrow Lane and Royston Bend stop sign seems to have been hit. It is now leaning. (Pic 7)



- 8. What is the scheduled date for the Turf replacement on the outbound side of Lakemont Drive.
- 9. The oak tree on the inbound side of Chenwood Avenue as you come in the entrance to the Verandahs is still in need of lifting from last months inspection.(Pic 9)



- 10. Treat the weeds in the Confederate Jasmine on Chenwood Avenue before Rossette road with a Selective Herbicide.
- 11. Improve the removal of the Magnolia Leaf drop in the center island of Chenwood Avenue during detailing.

12. Pull the vines growing in the Evergreen trees on Chenwood avenue just pass the entry gate to the community.(Pic 12)



THE VERANDAHS

FIELD INSPECTION REPORT



September 14, 2021
Rizzetta & Company
Jason Liggett – Field Services Manager



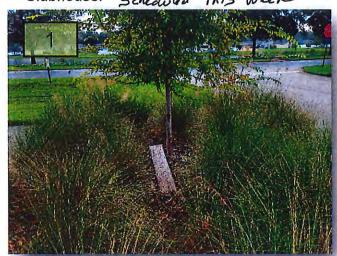
SUMMARY & CHENWOOD AVENUE

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1. Remove the wood pieces laying under the tree in the Thumbnail Island at the Clubhouse. Scheduld this week



Treat the turf weeds around the side and backside of the pool area.

Scheduled with Tech Service

- 3. During weekly visits we need to remove the palm debris that is falling from the sabal palms around the pool.

 Will Follow of w/caw
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- 11. Improve the removal of the Magnolia Leaf drop in the center island of Chenwood Avenue during detailing.



VERANDAHS 10/21/21, 1:56 PM

Thursday, October 21, 2021

9 Issues Identified



ISSUE 1
Flowers where installed this month



ISSUE 2
Flowers by gate a little dry



ISSUE 3
Common and pond areas mowed and trimmed



ISSUE 4With the cooler temperatures and lack of rain the grass is starting to look better



ISSUE 5
Around the pool area crews where able to trim hedges away from fence



ISSUE 6



ISSUE 7
Pond area in Jillian circle

ISSUE 8

Crews still need to work on magnolia seed pods along front entrance

ISSUE 9

Fire bush to be installed next week

AQUAGENIX / DEANGELO BROTHERS, INC.

SERVICE REPORT

CUSTOMER The Woodals
TECHNICIAN MICE
DATE $10-21-21$ ACCOUNT#

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"PRESERVING YOUR LIQUID ASSETS"

- Algae & Aquatic Weed Control Programs
- Restoration of Neglected Sites
- Fish Stocking Programs
- Water Quality Testing
- Wetland Creation, Restoration & Management
- Floating Fountains & Lighting Systems
- Lake Aeration Systems
- Mechanical Weed Removal
- Noxious Tree & Brush Control
- Monitoring & Mitigation Services
- Right-of-way Weed Control

Central Florida Branch Office Orlando, FL (407) 892-0136 Southeast Florida Branch Office Fort Lauderdale, FL (954) 943-5118 West Central Florida Branch Office Sarasota, FL (941) 371-8081 Southwest Florida Branch Office Ft. Myers, FL (239) 561-1420

West Palm/Treasure Coast Office West Palm Beach, FL (561) 881-1291 Tampa Bay Area Branch Office Tampa, FL (813) 627-8710 North Florida Branch Office Jacksonville, FL (904) 262-2001

Operations Report – October 2021



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, Wednesday, and Friday

Facility Usage

- 10/2/2021: Birthday party(Arleen)
- 10/5/2021: CCD MEETING
- 10/09/2021: Birthday Party (Valk)
- 10/10/2021: Birthday Party (Arroyo)
- 10/16/2021: Birthday Party (Harmsen)
- 10/19/2021: TH HOA MEETING
- 10/23/2021: Party (Davida)
- 10/25/2021: CCR MEETING

Resident Payment Log

- Clubhouse Deposit for 11/13/21: \$250.00
- Clubhouse deposit for 12/4/21: \$ 250.00
- Clubhouse deposit for 10/23/21: \$250.00 (kept in safe due to how close the event is)



Debit Card Reimbursement log

- 10/13/2021: LOWES \$113.36 Holiday lights(Stan)
- 10/16/2021: Lowes \$ 88.92 cleaning supplies

Suggestions/Concerns

- Fall/Winter Holiday Activities
- PARKING (DESIGNATED OVER FLOW)





UPCOMING DATES TO REMEMBER

- Next Meeting: December 7, 2021 @ 6:30 PM
- FY 2020-2021 Audit Completion Deadline: June 30, 2022
- Next Election (Seat 1 Tracy M, Seat 4 Stanley H): November 9, 2022

District Manager's Report November 2

FINANCIAL SUMMARY	9/1/2021
General Fund Cash & Investment Balance:	\$455,765
Reserve Fund Cash & Investment Balance:	\$0
Debt Service Fund Investment Balance:	\$192,219
Total Cash and Investment Balances:	\$647,984
General Fund Expense Variance: \$56,555	Under Budget

MINUTES OF MEETING 1 2 3 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 4 5 need to ensure that a verbatim record of the proceedings is made, including the 6 testimony and evidence upon which such appeal is to be based. 7 THE VERANDAHS COMMUNITY DEVELOPMENT DISTRICT 8 9 The meeting of the Board of Supervisors of The Verandahs Community 10 Development District was held on Tuesday, October 5, 2021 at 8:31 a.m. at the 11 Verandahs Amenity Center, 12375 Chenwood Avenue, Hudson, Florida 34669. 12 13 Present and constituting a quorum: 14 15 16 Stanley Haupt **Board Supervisor, Chair Board Supervisor, Vice Chair** Thomas May 17 Tracy Mayle **Board Supervisor, Asst. Secretary** 18 (via conf. call) 19 **Board Supervisor, Asst. Secretary** Allen Adams 20 Sarah Nesheiwat **Board Supervisor, Asst. Secretary** 21 22 23 Also present were: 24 25 Lynn Hayes District Manager, Rizzetta & Company, Inc. Field Services, Rizzetta & Company, Inc. Jason Liggett 26 27 (via conf. call) Vanessa Steinerts **District Counsel, Straley Robin Vericker** 28 (via conf. call) 29 Giacomo Licardi **District Engineer, Dewberry Engineering** 30 31 Kirk Wagner Aquatics Vendor, Aquagenix (joined in person at 8:32 a.m.) 32 Representative, Yellowstone Landscape John Wegner 33 (joined via conf call at 8:54 a.m. and in person at 9:10 34 35 a.m.) Jason Liggett Field Services, Rizzetta & Company, Inc. 36 37 (ioined via conf call at 8:54 a.m.) 38 Audience Present 39 40 FIRST ORDER OF BUSINESS Call to Order 41 42

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

43

45 46 SECOND ORDER OF BUSINESS **Audience Comments** 47 48 Audience members brought up their concerns with the upkeep of pond 90. 49 50 Yellowstone 51 THIRD ORDER OF BUSINESS Consideration of **Landscape Proposals** 52 53 54 Mr. Hayes presented the Yellowstone Landscape Proposals. 55 On a Motion by Mr. Haupt, seconded by Mr. May, with all in favor, the Board of Supervisors approved the Yellowstone removal of loropetalum proposal in the amount of \$4,066.84, for the Verandahs Community Development District. 56 On a Motion by Mr. Haupt, seconded by Ms. Nesheiwat, with all in favor, the Board of Supervisors approved the Yellowstone Community Mulching Proposal for \$9,100 with the requirement that coco brown shredded mulch be used and installed in November, for the Verandahs Community Development District. 57 58 **FOURTH ORDER OF BUSINES** Ratification of **Egis** Insurance **Proposal** 59 60 Mr. Hayes reviewed the coverage included with the Egis Insurance Proposal, 61 noting that the Chairman had previously approved the proposal due to timing constraints. 62 63 On a Motion by Mr. Haupt, seconded by Mr. May, with all in favor, the Board of Supervisors ratified the approval of the Egis Insurance Proposal of \$10,266, for the Verandahs Community Development District. 64 FIFTH ORDER OF BUSINESS **Consideration of the High Trim Quote** 65 66 67 Mr. Hayes presented the High Trim proposal to remove a snapped pine tree behind 12644 Chenwood Ave and informed the Board the cost for this would be \$1,600. The 68 Board tabled this proposal. They requested that all future quotes received for their 69 70 consideration must include pictures and or drawings before they will consider them for approval. 71 72 73 SIXTH ORDER OF BUSINESS Ratification of Fiscal Year 2020-2021 74 Grau Audit Engagement Letter 75

Mr. Hayes reviewed the Grau & Associates Engagement Letter. He informed the

Board the fee for their auditing services will not exceed \$3,600 for the September 30, 2021 audit unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

On a Motion by Mr. May, seconded by Mr. Haupt, with all in favor, the Board of Supervisors ratified the Fiscal Year 2020-2021 Audit Engagement Letter, for the Verandahs Community Development District.

SEVENTH ORDER OF BUSINESS

A. District Counsel No report.

B. District Engineer

 No report. Mr. Giacomo Licari announced that he is back as the District Engineer and he is replacing Richard Ellis of Dewberry.

C. Landscape & Irrigation

I. Field Inspection

 Mr. Hayes began to present the Field Inspection Report dated August 19, 2021 to the Board until Mr. Liggett joined the CDD meeting on the conference call line at 8:54 a.m.

ii. Yellowstone Report

 Mr. Wegner presented the Yellowstone Report to the Board as well as his comments to the Field Inspection Reports.

D. Aquatics Report

Mr. Wagner presented the Aquatics Report. There was a lengthy discussion about invasive plants and littoral shelf maintenance. Mr. Wagner will prepare a proposal for the Boards consideration in budgeting for FY 2022-2023. It was noted that pond 50 should be pond 60 and that pond 60 should be pond 50. Mr. May stated that he will work with the HOA Board to require that the homeowners living at the Jillian Circle pond install fence gates or remove their fences to allow the landscape and aquatics vendors access this pond to completed contracted services

E. Clubhouse Manager's Report

Mr. Hayes presented the August and September Clubhouse Manager's Reports.

F. District Manager

Mr. Hayes presented his newly designed report to the Board and announced that the next regularly scheduled meeting would be held on November 2, 2021 at 6:30 p.m. at the Verandahs Amenity Center located at 12375 Chenwood Avenue, Hudson, Florida 34669. He also told the Board that he will be reviewing the September 2021 financials when they are available to determine the FY 2020/2021 year end totals for the General Fund balance. He further suggested that he would add an agenda item and request a motion from the Board at the November 2, 2021 CDD meeting to authorize District Staff to transfer a suggested amount of money from the General Fund and transfer it to a newly created Reserve Fund Acct after working with accounting team to set this up.

128129 EIGHTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors Meeting held on August 3, 2021

Mr. Hayes presented the August 3, 2021 meeting minutes and asked if there were any amendments necessary. There were none.

On a Motion by Mr. Haupt, seconded by Mr. May, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors meeting held on August 3, 2021, as presented, for the Verandahs Community Development District.

137 NINTH ORDER OF BUSINESS

Consideration of Operations & Maintenance Expenditures for July and August 2021

Mr. Hayes presented the July 2021 and August 2021 Operations & Maintenance Expenditures to the Board.

On a Motion by Mr. May, seconded by Mr. Haupt, with all in favor, the Board of Supervisors ratified the Operation & Maintenance Expenditures for July 2021 (\$46,445.15) and August 2021 (\$27,156.01), for The Verandahs Community Development District.

TENTH ORDER OF BUSINESS

Audience Comments

The Board discussed and established a CDD policy by motion to pay Board members whether they attend CDD meetings in person or by conference call but they have to attend or they will not be paid and that the CDD Board members that attended the September 7, 2021 CDD meeting will be paid retroactive for this meeting. It was

151 152 153	also noted again that three Board members must be present in person at the CDD meetings to establish the required quorum to conduct a CDD meeting.								
	On a Motion by Mr. Haupt, seconded by Ms. Nesheiwat, with all in favor, the Board of Supervisors approved payment for attending meetings whether it be in person or conference call and to include retroactive Board Supervisor pay for the September 7th meeting, for The Verandahs Community Development District.								
154 155	ELEVENTH ORDER OF BUSINESS	Adjournment							
156 157 158 159	Mr. Hayes stated that if there was no further business to come before the Board then a motion to adjourn would be in order.								
	On a Motion by Mr. May, seconded by Mr. Supervisors adjourned the meeting at 10:40 Development District.	•							
160 161 162									
163 164									
165	Secretary/Assistant Secretary	Chair / Vice Chair							

The Verandahs Community Development District

<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 September 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2021 through September 30, 2021. This does not include expenditures previously approved by the Board.

\$45,618.71

Approval of Expenditures:	
Chairperson	
Vice Chairperson	
Assistant Secretary	

The total items being presented:

The Verandahs Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Inv	oice Amount
Aquagenix	002507	4119012	Pond Maintenance 09/21	\$	1,155.00
Crestmark Vendor Finance	002498	46708	Lease 193024-VF000 09/21	\$	323.75
Digital South Communications,	002506	593512857	Monthly Phone Service 09/21	\$	42.88
Inc. Egis Insurance Advisors LLC	002495	13941	Renew Policy 21/22	\$	10,266.00
Florida Department of Revenue	002499	61-8018399263-2	Sales & Use Tax 08/21	\$	1.96
Frontier Communications of	002500	08/21 727-856-7773-073119-	Clubhouse Internet & TV 08/21	\$	319.77
Florida Frontier Communications of	002500	5 08/21 727-856-7773-073119-	Clubhouse Internet & TV 09/21	\$	333.57
Florida High Trim, LLC	002501	5 09/21 3618	Tree Maintenance 09/21	\$	1,625.00
Pasco County Utilities Services	002508	15471067	12375 Chenwood Avenue 08/21	\$	73.23
Branch Rizzetta & Company, Inc.	002497	INV0000061095	District Management Fees 09/21	\$	4,320.33
Rizzetta Amenity Services, Inc.	002502	INV00000000009055	Actual Bi-Weekly Payroll 09/03/21	\$	1,705.52
Rizzetta Amenity Services, Inc.	002502	INV00000000009076	Out of Pocket Expenses 08/21	\$	114.40
Rizzetta Amenity Services, Inc.	002509	INV00000000009100	Actual Bi-Weekly Payroll 09/17/21	\$	893.62

The Verandahs Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

Vendor Name	Check Number	nvoice Number	Invoice Description	Inve	oice Amount
Rizzetta Technology Services, LLC	002496	INV000007869	Website Hosting Services 09/21	\$	100.00
Straley Robin Vericker	002503	20290	Legal Services 08/21	\$	1,998.50
Suncoast Sparkling Cleaning	002504	274	Clubhouse Cleaning 08/21	\$	655.00
Service Inc Verandahs CDD	CD026	CD026	Debit Card Replenishment	\$	29.96
Waste Management Inc. of	002492	0674033-1568-1	Waste Removal Clubhouse 09/21	\$	50.43
Florida Withlacoochee River Electric	002493	10365384 08/21	Summary Billing 08/21	\$	3,810.35
Cooperative, Inc. Yellowstone Landscape	002494	TM 255690	Irrigation Repair 08/21	\$	149.66
Yellowstone Landscape	002505	TM 258206	Tree Trimming 08/21	\$	600.00
Yellowstone Landscape	002510	TM 258255	Monthly Landscape Maintenance 09/21	\$	8,807.58
Yellowstone Landscape	002510	TM 263329	Spring Annuals 09/21	\$	950.40
Yellowstone Landscape	002510	TM 266193	Irrigation Repair 09/21	\$	70.80
Yellowstone Landscape	002510	TM 267267	Plant Installation 09/21	\$	7,221.00
Report Total				\$	45,618.71

CONSENT TO ASSIGNMENT OF THE CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES BY AND BETWEEN THE VERANDAHS COMMUNITY DEVELOPMENT DISTRICT AND RIZZETTA TECHNOLOGY SERVICES, LLC. TO RIZZETTA & COMPANY

THIS ASSIGNMENT AND AMENDMENT ("Assignment") is made and entered into this 2nd day of November, 2021 by and between, Rizzetta Technology Services, LLC. Whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, FL, 33614 ("Assignor"); and Rizzetta & Company, a Florida Corporation, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa FL 33614 ("Assignee"); and The Verandahs Community Development District a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Pasco County Florida, whose address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 (the "District").

RECITALS

WHEREAS, Assignor and the District previously entered into that certain *Professional Technology Services contract*, dated August 14, 2019, (the "**Agreement**"); and

WHEREAS, on January 1, 2022, Assignee will consolidate multiple legal entities with common and exclusive ownership under the single organization (Assignee) and Assignor is one such entity resulting in Assignor being assimilated into Assignee, and such assignment requires written approval from the District to be effective; and

WHEREAS, Assignor and the District hereby recognize and agree that the Assignor's rights and obligations under the Agreement could be assigned to a third party pursuant to Section XIV of the Agreement; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

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

- 1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- **2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignor's assignment of the Agreement to Assignee.



- **3. ASSIGNEE'S ACCEPTANCE OF LIABILITY.** Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.
- **4. NOTICES**. Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

A. If to the District: The Verandahs Community Development District

5844 Old Pasco Road

Suite 100

Wesley Chapel, Florida 33544

Attn: District Manager

With a copy to: Straley, Robin, Vericker

1510 W. Cleveland Street

Tampa, FL 33606 Attn: District Counsel

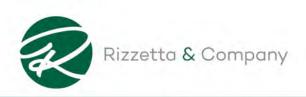
B. If to Assignee: Rizzetta & Company

3434 Colwell Ave, Suite 200

Tampa, Florida 33614 Attn: CDD Legal

5. COUNTERPARTS. This Assignment 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



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

The Verandahs Community Development District

By:	
Print Name:	
Its: Chairman	or Vice Chairman

Assignor: Rizzetta Technology Services, LLC.

Print Name: William J. Rizzetta

Its: President

Assignee: Rizzetta & Company, Inc.

Print Name: William J. Ringetta

Its: President



CONSENT TO ASSIGNMENT OF THE CONTRACT FOR PROFESSIONAL AMENITY SERVICES BY AND BETWEEN THE VERANDAHS COMMUNITY DEVELOPMENT DISTRICT AND RIZZETTA AMENITY SERVICES, INC. TO RIZZETTA & COMPANY, INC.

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WHEREAS, Assignor and the District hereby recognize and agree that the Assignor's rights and obligations under the Agreement could be assigned to a third party pursuant to Section XIV of the Agreement; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

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- 1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- **2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignors' assignment of the Agreement to Assignee.



- 3. ASSIGNEE'S ACCEPTANCE OF LIABILITY. Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.
- **4. NOTICES.** Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

A. If to the District: The Verandahs Community Development District

5844 Old Pasco Road

Suite 100

Wesley Chapel, Florida 33544

Attn: District Manager

With a copy to: Straley Robin Vericker

1510 W. Cleveland Street Tampa, Florida 33606 Attn: District Counsel

B. If to Assignee: Rizzetta & Company

3434 Colwell Ave, Suite 200 Tampa, Florida 33614

Attn: CDD Legal

5. COUNTERPARTS. This Assignment 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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

The Verandahs Community Development District

By:	
Print Name:	
Its: Chairman / Vice Chairman	

Assignor: Rizzetta Amenity Services, Inc.

Print Name: William J. Rizzetta

Its: President

Assignee: Rizzetta & Company, Inc.

Print Name: William J. Rizzetta

Its: President



Tab 9



Aquatic Weed Control, Inc.

Your CLEAR Choice in Waterway Management Since 1992

THIS AGREEMENT made the date set forth below, by and between Aquatic Weed Control, Inc. Hereinafter called "AWC", and

Verandahs CDD c/o Rizzetta & Company 3434 Colwell Ave Suite #200 Tampa, Fl. 33614 Lynn Hayes 813-994-1001 <u>LHayes@rizzetta.com</u>

11/02/2021 - 12/07/2021

Hereinafter called "CUSTOMER". The parties hereto agree as follows:

AWC agrees to maintain the following waterway(s) treatment area(s) in accordance with the terms and conditions of this agreement.

Customer agrees to pay AWC in the following amount and manor:

(20) Waterways associated with Verandahs CDD

\$ n/a

- Initial startup charge

- Shoreline grass and brush control \$1,317.00 (monthly)

- Submersed and floating vegetation control \$ Included

- Trash removal

Additional treatments as required by AWCA monthly report of all waterways treated\$ Included

Total monthly investment \$ 1,367.00

\$ 50.00 (monthly)

Scheduled treatments will be provided monthly (approximately once every 30 days)

* Trash and light debris will be removed from the pond(s) with each service and disposed of 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. 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.

Payments for this service will be due in full within 30 days of the invoice date. Unpaid invoices will accrue interest at 1.5% per month.

Aquatic Weed Control, Inc maintains 2 million dollars general liability, 1 million dollars commercial auto, pollution liability, herbicide/pesticide operations, watercraft liability, workers compensation and 5 million dollars excess umbrella. Certificates will be provided upon request.

ACCEPTANCE OF AGREEMENT

Tad Roman	
Aquatic Weed Control, Inc.	Customer's Signature Title
	Print Signature Date
	Print Company Name



Aquatic Weed Control, Inc.

Your CLEAR Choice in Waterway Management Since 1992

Addendum to Water Management Agreement

- 1. AWC's Water Management Agreement will be conducted in a manner consistent with good water management practice utilizing the following methods and techniques when applicable: Periodic treatments to maintain reasonable control of excessive growth of aquatic vegetation. CUSTOMER understands that some vegetation is required in any body of water to maintain a balanced aquatic ecological system.
- **2.** It is CUSTOMER'S responsibility to notify AWC of all work areas that are required mitigation areas in which desirable plants have been installed. AWC assumes no responsibility for damaged plants where CUSTOMER has failed to notify AWC.
- 3. Price quoted is null and void if signed agreement is not returned to AWC within 30 days of proposal date.
- 4. Water use restrictions after treatment are not often required. When restrictions are required, AWC will notify CUSTOMER in writing of all restrictions that apply. AWC will not be held liable for damages resulting from CUSTOMER'S failure to follow water use restrictions.
- 5. AWC will not be responsible for the manual removal of dead vegetation such as cattails and grass which may take several seasons to decompose.
- 6. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in the performance of any obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or other cause beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
- 7. * Upon the anniversary date, this agreement will be automatically extended for additional twelve (12) month periods unless CUSTOMER provides written notice stating otherwise.
- 8. Either party may cancel this agreement with 30 days prior written notice. Upon cancellation, all outstanding balances will be due in full. CUSTOMER agrees to notify AWC in writing prior to any changes in ownership or property management. Changes in ownership or property management will not constitute termination of this agreement.
- 9. AWC agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of AWC; however, AWC shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause beyond our control.
- 10. CUSTOMER agrees to pay AWC in a timely manner, consistent with the terms and conditions of this agreement. Should CUSTOMER fail to make timely payments, AWC may, at its option, charge interest, impose a collection charge and/or file a mechanics lien for all monies past due plus interest, collection costs and reasonable attorney's fees.
- 11. CUSTOMER agrees to pay any government- imposed tax including sales tax.

Tad Roman		
	Customer's Signature	Date
Aquatic Weed Control, Inc	Customer's Signature	Date

ACCEPTANCE OF ADDENDUM





Aquatic Special Service Agreement

This Agreement, dated for November 1, 2021, is made between Blue Water Aquatics, Inc. (hereinafter "Blue Water Aquatics") located at 6727 Trouble Creek Rd. in New Port Richey, FL 34653, and **The Verandahs CDD** (hereinafter the "Customer"), c/o Rizzetta & Company, 3434 Colwell Ave, Ste 200, Tampa, FL 33614.

Both Blue Water Aquatics and the Customer agree to the following terms and conditions:

General Conditions: Blue Water Aquatics will provide **one month** of aquatic management services on behalf of the Customer in accordance with the term and conditions of this agreement at the following location(s):

(20) Waterways (includes Littoral shelves) 22,475 Linear Feet 29.80 Surface Acres @ NWL

Contract Services: Customer agrees to pay Blue Water Aquatics, Inc. the following amount for these specific water management services:

All Labor & Materials

\$1,800.00

Contract Term: The term of this Agreement shall be for **one month** as provided herein.

Customer is aware that weather conditions such as, but not limited to, rain, cloud cover and wind may cause a delay in service. In which case, Blue Water Aquatics may not service property on a normally scheduled day. It is understood that depending on the length and severity of weather conditions, it may take Blue Water Aquatics varying amounts of time to fulfill all work covered under this Agreement. Blue Water Aquatics will exercise its best judgment for the services needed, based upon growth and existing conditions at that time.

Payment of Services: Customer agrees to pay Blue Water Aquatics within thirty (30) days of invoice for work performed. Accepted forms of payments are Cash, Check, Zelle or Credit Card (credit card payments will incur a 3.5% credit card fee for every credit card transaction). Any account over thirty (30) days past due is subject to suspension of future work under this Agreement. The Customer is responsible for all money owed on the account from the time it was established to the time this Agreement is completed. If the account of Customer is not fully paid within sixty (60) days after the date of any invoice for work performed pursuant to this Agreement, Customer will be charged interest at the rate of one and one-half percent (1 ½%) per month until the account is fully paid.

In the event that Blue Water Aquatics shall institute any collection proceedings against Customer with respect to its delinquent account, then Customer agrees to pay to Blue Water Aquatics on demand, an amount which is equal to all costs, charges and expenses paid or incurred by Blue Water Aquatics in pursuing such collection, including, without limitation, all reasonable attorney's fees, court costs and other litigation expenses in connection therewith.

Insurance: Blue Water Aquatics will maintain the following insurance coverage: Workers' Compensation, General Liability, Automotive Liability and Property and Casualty.

Addenda: See attached map, survey, and report (where applicable).

a. Water chemistry testing shall be conducted at the sole discretion of Blue Water Aquatics, Inc., for the specific purpose of improving the Aquatic Weed Control Program results.



b. Work as requested by Customer such as trash clean-up, physical cutting and / or plant removal and other manual maintenance can be performed by our staff. Extra service work will be invoiced separately at our current hourly equipment and labor rates. (See above)

Aquatics Consulting: Blue Water Aquatics, Inc. management and personnel are available by appointment for Aquatic demonstrations designed to help understand lake and waterway problems and their respective solutions.

Smo St	_	
Virgil, Stoltz, VP/General Manager	Customer	
Blue Water Aquatics, Inc.		
10/27/2021		
Date	Date	

 (λ)



Survey Sheet The Verandahs CDD Site & GEP Surveyed 10-26-2021

Pond #	Linear Ft	Total Surface Acres	Sump Acres	Littoral Shelf Acres
1	900	1.27	0.86	0.41
2	1,195	2.26	2.26	N/A
3	350	0.19	0.19	N/A
10	1,455	1.76	1.50	0.26
20	520	0.44	0.40	0.04
30	720	0.63	0.59	0.04
40	2,420	4.67	4.04	0.63
50	885	0.65	0.65	N/A
60	1,020	1.20	1.20	N/A
70 (compensa	ntion) 1,515	3.21	N/A	3.21
80	1,125	0.86	0.68	0.18
90	525	0.37	0.30	0.07
100	1,780	3.08	2.82	0.26
110	1,325	2.06	2.06	N/A
120	705	0.55	0.55	N/A
130	730	0.66	0.53	0.13
140	3,315	4.21	3.99	0.22
150	545	0.37	0.27	0.10
160N (compo	ensation) 855	1.03	N/A	1.03
160S	590	0.33	0.33	N/A
TOTAL	22,475	29.80	23.22	6.58



The Verandahs CDD Site Map





Aquatic Weed Control, Inc.

Your CLEAR Choice in Waterway Management Since 1992

THIS AGREEMENT made the date set forth below, by and between **Aquatic Weed Control, Inc.** Hereinafter called "**AWC**", and

Verandahs CDD c/o Rizzetta & Company 3434 Colwell Ave Suite #200 Tampa, Fl. 33614 Lynn Hayes 813-994-1001 LHayes@rizzetta.com

12/08/2021 - 12/07/2022

Hereinafter called "CUSTOMER". The parties hereto agree as follows:

AWC agrees to maintain the following waterway(s)treatment area(s) in accordance with the terms and conditions of this agreement.

Customer agrees to pay AWC in the following amount and manor:

(20) Waterways associated with Verandahs CDD

- Initial startup charge \$ n/a

- Shoreline grass and brush control \$ 1,317.00 (monthly)

- Submersed and floating vegetation control \$ Included

- Trash removal \$ 50.00 (monthly)

Additional treatments as required by AWC
 A monthly report of all waterways treated
 \$ Included

Total monthly investment \$ 1,367.00

Scheduled treatments will be provided monthly (approximately once every 30 days)

* Trash and light debris will be removed from the pond(s) with each service and disposed of 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. 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.

Payments for this service will be due in full within 30 days of the invoice date. Unpaid invoices will accrue interest at 1.5% per month.

Aquatic Weed Control, Inc maintains 2 million dollars general liability, 1 million dollars commercial auto, pollution liability, herbicide/pesticide operations, watercraft liability, workers compensation and 5 million dollars excess umbrella. Certificates will be provided upon request.

ACCEPTANCE OF AGREEMENT

Tad Roman	
quatic Weed Control, Inc.	Customer's Signature Title
	Print Signature Date
	Print Company Name



Aquatic Weed Control, Inc.

Your CLEAR Choice in Waterway Management Since 1992

Addendum to Water Management Agreement

- 1. AWC's Water Management Agreement will be conducted in a manner consistent with good water management practice utilizing the following methods and techniques when applicable: Periodic treatments to maintain reasonable control of excessive growth of aquatic vegetation. CUSTOMER understands that some vegetation is required in any body of water to maintain a balanced aquatic ecological system.
- 2. It is CUSTOMER'S responsibility to notify AWC of all work areas that are required mitigation areas in which desirable plants have been installed. AWC assumes no responsibility for damaged plants where CUSTOMER has failed to notify AWC.
- 3. Price quoted is null and void if signed agreement is not returned to AWC within 30 days of proposal date.
- 4. Water use restrictions after treatment are not often required. When restrictions are required, AWC will notify CUSTOMER in writing of all restrictions that apply. AWC will not be held liable for damages resulting from CUSTOMER'S failure to follow water use restrictions.
- 5. AWC will not be responsible for the manual removal of dead vegetation such as cattails and grass which may take several seasons to decompose.
- 6. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in the performance of any obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or other cause beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
- 7. * Upon the anniversary date, this agreement will be automatically extended for additional twelve (12) month periods unless CUSTOMER provides written notice stating otherwise.
- 8. Either party may cancel this agreement with 30 days prior written notice. Upon cancellation, all outstanding balances will be due in full. CUSTOMER agrees to notify AWC in writing prior to any changes in ownership or property management. Changes in ownership or property management will not constitute termination of this agreement.
- 9. AWC agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of AWC; however, AWC shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause beyond our control.
- 10. CUSTOMER agrees to pay AWC in a timely manner, consistent with the terms and conditions of this agreement. Should CUSTOMER fail to make timely payments, AWC may, at its option, charge interest, impose a collection charge and/or file a mechanics lien for all monies past due plus interest, collection costs and reasonable attorney's fees.
- 11. CUSTOMER agrees to pay any government- imposed tax including sales tax.

ACCEPTANCE	OF ADDENDUM

Tad Roman		
Aquatic Weed Control, Inc	Customer's Signature	Date



Aquatic Management Agreement

This Agreement, dated for December 1, 2021, is made between Blue Water Aquatics, Inc. (hereinafter "Blue Water Aquatics") located at 6727 Trouble Creek Rd. in New Port Richey, FL 34653, and **The Verandahs CDD** (hereinafter the "Customer"), c/o Rizzetta & Company, 3434 Colwell Ave, Ste 200, Tampa, FL 33614.

Both Blue Water Aquatics and the Customer agree to the following terms and conditions:

General Conditions: Blue Water Aquatics will provide aquatic management services on behalf of the Customer in accordance with the term and conditions of this agreement at the following location(s):

(20) Waterways (includes Littoral shelves) 22,475 Linear Feet 29.80 Surface Acres @ NWL

Contract Term: The term of this Agreement shall be for twelve (12) consecutive months unless sooner terminated as provided herein.

Contract Services: Customer agrees to pay Blue Water Aquatics, Inc. the following amounts during the term of this Agreement for these specific waterway management services:

\Rightarrow	Monthly Maintenance Program for Aquatic Weeds/Algae	\$1,800.00/month
\Rightarrow	Invasive Non-Native Plant Control	Included
\Rightarrow	Border Grass and Brush Control	Included
\Rightarrow	Algae and Submersed Aquatic Weed Control	Included
\Rightarrow	Pond Dye program (Where Needed)	Included
\Rightarrow	Water Testing (See Addendum)	Included
\Rightarrow	Aquatics Consulting	Included
\Rightarrow	Management Reporting	Included

Total Yearly Contract Amount Pond / Mitigation Maintenance \$21,600.00/year

Pond Maintenance – Eighteen (18) Inspections per Year, with treatments performed as necessary. (12 monthly inspections/treatments plus one additional inspection/treatment per month in in May through October). Additional follow-up treatments performed at no additional cost.

Customer is aware that weather conditions such as, but not limited to, rain, cloud cover and wind may cause a delay in service. In which case, Blue Water Aquatics may not service property on a normally scheduled day. It is understood that depending on the length and severity of weather conditions, it may take Blue Water Aquatics varying amounts of time to fulfill all work covered under this Agreement. Blue Water Aquatics will exercise its best judgment for the services needed, based upon growth and existing conditions at that time.

Payment of Services: Customer agrees to pay Blue Water Aquatics within thirty (30) days of invoice for work performed. Accepted forms of payments are Cash, Check, Zelle or Credit Card (credit card payments will incur a 3.5% credit card fee for every credit card transaction). Any account over thirty (30) days past due is subject to suspension of future work under this Agreement. The Customer is responsible for all money owed on the account from the time it was established to the time Blue Water Aquatics receives a written notice of termination of services under the terms of this Agreement. If the account of Customer is not fully paid within sixty (60) days after the date of any invoice for work performed pursuant to this Agreement, Customer will be charged interest at the rate of one and one-half percent (1 ½%) per month until the account is fully paid.



In the event that Blue Water Aquatics shall institute any collection proceedings against Customer with respect to its delinquent account, then Customer agrees to pay to Blue Water Aquatics on demand, an amount which is equal to all costs, charges and expenses paid or incurred by Blue Water Aquatics in pursuing such collection, including, without limitation, all reasonable attorney's fees, court costs and other litigation expenses in connection therewith.

Early Termination: In the event that either party believes the other party has materially breached any obligations under this Agreement (except for failing to pay an invoice when due), such party shall so notify the breaching party in writing of such breach. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been affected. If the breach is not cured within the stated period, the non-breaching party shall have the right to terminate the Agreement without further notice.

Insurance: Blue Water Aquatics will maintain the following insurance coverage: Workers' Compensation, General Liability, Automotive Liability and Property and Casualty.

Automatic Renewal: This agreement shall automatically renew for a term equal to its original term unless written notice of termination has been received. **Annual Increase:** Beginning on the first anniversary of the contract commencement date and annually thereafter on each anniversary, the contract price shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index for such year, but not to exceed a maximum of 5% per year in the aggregate. The Consumer Price Index (all goods and services, all urban consumers, U.S. City Average) published by the United States Department of Labor Bureau of Labor Statistics ("CPI-U") shall be the index for adjustment.

Written Notice: All written notices under the terms of this Agreement shall be sent Certified U.S. Mail, Return Receipt Requested, to the principal place of business of the party being noticed (as indicated herein above).

Addenda: See attached map, survey, and report (where applicable).

 (λ)

- a. Water chemistry testing shall be conducted at the sole discretion of Blue Water Aquatics, Inc., for the specific purpose of improving the Aquatic Weed Control Program results.
- b. Work as requested by Customer such as trash clean-up, physical cutting and / or plant removal and other manual maintenance can be performed by our staff. Extra service work will be invoiced separately at our current hourly equipment and labor rates.

Aquatics Consulting: Blue Water Aquatics, Inc. management and personnel are available by appointment for Aquatic demonstrations designed to help understand lake and waterway problems and their respective solutions.

San O Six		
Virgil, Stoltz, VP/General Manager	Customer	
Blue Water Aquatics, Inc.		
10/27/2021		
Date	Date	



Survey Sheet The Verandahs CDD Site & GEP Surveyed 10-26-2021

Pond #	Linear Ft	Total Surface Acres	Sump Acres	Littoral Shelf Acres
1	900	1.27	0.86	0.41
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20	520	0.44	0.40	0.04
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40	2,420	4.67	4.04	0.63
50	885	0.65	0.65	N/A
60	1,020	1.20	1.20	N/A
70 (compensa	ation) 1,515	3.21	N/A	3.21
80	1,125	0.86	0.68	0.18
90	525	0.37	0.30	0.07
100	1,780	3.08	2.82	0.26
110	1,325	2.06	2.06	N/A
120	705	0.55	0.55	N/A
130	730	0.66	0.53	0.13
140	3,315	4.21	3.99	0.22
150	545	0.37	0.27	0.10
160N (comp	ensation) 855	1.03	N/A	1.03
160S	590	0.33	0.33	N/A
TOTAL	22,475	29.80	23.22	6.58



The Verandahs CDD Site Map





SERVICES CONTRACT

CUSTOMER NAME: The Verandahs CDD - % Lynn Hayes, Rizzetta & Co.

SUBMITTED TO: The Verandahs CDD - Hudson, FL

CONTRACT EFFECTIVE DATE: November 1, 2021 - October 31, 2022

SUBMITTED BY: Nick Viles

2.

SERVICES: Annual Pond Maintenance

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 \$15,000.00. SOLitude shall invoice Customer

\$1,250.00 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. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. 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. For this reason, should the Customer cancel the contract early, or be in default for any reason, the Customer will be responsible for immediately paying the remaining portion of annual contract work completed 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. <u>TERM AND EXPIRATION.</u> 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 may be canceled by either party with thirty (30) days written notice. Customer shall be responsible for payment in full for the entire portion of the contract work completed up until the date of early termination. Payment for the final remaining balance shall be due immediately upon final termination of this contract under this clause.
- 4. <u>DISCLAIMER.</u> 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 the SOLitude, unless there is willful negligence on the part of SOLitude.

5. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. 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.



- 6. <u>FORCE MAJEURE</u>. 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.
- 7. <u>ANTI-CORRUPTION AND BRIBERY.</u> 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.
- 8. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
- 9. <u>ENTIRE AGREEMENT</u>. 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.
- 10. <u>NOTICE</u>. 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.
- 11. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
- 12. <u>FUEL/TRANSPORTATION SURCHARGE</u>. 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.

Virginia Beach, VA 23453

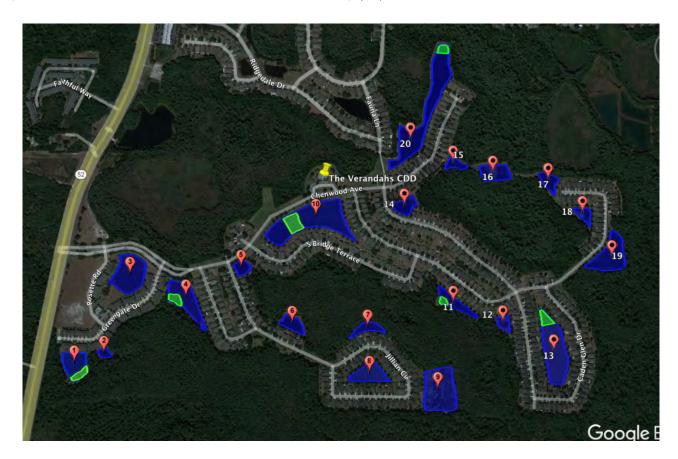


Please Mail All Contracts to: 2844 Crusader Circle, Suite 450	
1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Remit All Payments to:	Customer's Address for Notice Purposes:
Date:	Date:
Title:	Title:
Name:	Name:
Ву:	By:
SOLITUDE LAKE MANAGEMENT, LLC.	The Verandahs CDD
ACCEPTED AND APPROVED:	



SCHEDULE A - ANNUAL POND MANAGEMENT SERVICES

Specifications: Annual Pond Maintenance - Twenty (20) Sites - 30.2 Total Acres - 22,992 Linear Feet



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
 - Erosion



- 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.

Aquatic Weed Control:

- 1. Pond(s) will be inspected on a **two (2) times 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) times per month** basis.
- 2. Any growth of cattails, phragmites, 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.

Littoral Shelf Control:

- 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. All Species will be killed in place with an approved herbicide,
- 3. This proposal does not include debris removal or disposal.

Pond Algae Control:

- 1. Pond(s) will be inspected on a **two (2) times 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.

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. 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.



General Qualifications:

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- 2. 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 prescriptive site-specific water quality management 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.
- 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.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Looking for a good reason to choose SŌLitude? How about three?

As an industry leader, there are a number of advantages that separate SŌLitude Lake Management® from the competition. From our cutting-edge aquatic management solutions, water quality and fisheries expertise, and state-of-the-art equipment and technologies, you can expect the highest quality service and results.



Superior Training = Expert Care

Our team is passionate, highly experienced and well-educated with master's degrees and PhDs in Biology, Ecology, Environmental Science and other natural sciences. Our talented professionals are some of the most well-connected in the industry, boasting certifications and affiliations with respected universities, associations and manufacturers.

Meet your local management team at solitudelakemanagement.com/team



Superior Technology = Innovative Management Strategies

SOLitude's expert team of professionals is equipped with the most advanced technology, tools, products and equipment to deliver sustainable solutions that restore beauty and balance to lakes, stormwater ponds, wetlands and fisheries. We're also at the forefront of exciting research and development in new technologies, both in the field and our in-house labs, which are aimed at making the sustainable restoration of your aquatic ecosystem faster and more long-lasting.

Discover our innovative solutions at solitudelakemanagement.com/services



Superior Service = Unparalleled Customer Experience

When partnering with SOLitude, you can expect to receive prompt and honest communication from the professionals visiting your property. Our communication style is tailored to your unique preferences, and friendly customer service representatives are available each day should you ever need to give us a call. SOLitude encourages clients to stay engaged with the progress of their waterbodies, which is why we make detailed service reports and educational materials available to you throughout the year.

Download educational resources at solitudelakemanagement.com/education

You want the best for your property. You will get the best with SŌLitude. Call 855.976.9569 to get started.





The SŌLitude Mission Preserving and Protecting Ecological Balance

In addition to providing superior service, we've made it our mission at SŌLitude Lake Management to continuously educate our clients and promote sound environmental stewardship. We feel it is important to not only be good stewards of the environment, but also to fulfill our core values which include "take action and be accountable" and "protect and respect nature." Our colleagues actively volunteers to help our local communities in need and follows sustainable practices to help fulfill our overall mission for creating a better world.



The SŌLution is a company-wide program that encourages the company and all employees to strive to "create a better world" through volunteerism, community outreach, sustainability and environmental consciousness. Join us in being part of The SŌLution: solitudelakemanagement.com/solution





Through the *Love Your Lake* program, non-profit charitable organizations and foundations can apply for a free lake makeover if their waterbody is unhealthy and in dire need of ecological restoration, and recreational activities are limited due to nuisance algae and aquatic weeds. Since the inception of the program, we have restored a fishing pond at a home for children in distress and several recreational lakes at camps for children and veterans, many with special needs.

The SŌLitude Sustainability Pledge We hereby pledge...

- To provide sustainable and renewable lake, pond and wetland management solutions.
- To help preserve and, wherever possible, improve the natural ecological balance of our surroundings and the communities we serve.
- To recycle and reuse all non-renewable resources to the greatest extent possible.
- To replace older lake and pond management technology with the latest environmentally friendly solutions.

- To provide our clients with integrated and sustainable lake and pond management strategies that reduce the need for pesticides.
- To utilize the most ecologically friendly herbicides that allow for safe, selective and systemic plant growth control.
- To help restore and maintain ecological balance by providing solutions that work in harmony with nature to achieve lasting results.





Restoring Balance. Enhancing Beauty.

SŌLitude Lake Management® is dedicated to making water a more healthy and beautiful part of our world. In that pursuit, we offer comprehensive lake, stormwater pond, wetland and fisheries management solutions that restore beauty and encourage ecological balance.

SOLitude's highly trained team of biologists, ecologists and aquatic resource management professionals is committed to innovation, technical advancement, and continuous research to provide clients with the best available value on the market. Through extensive knowledge and experience, superior customer service, vast service offerings and close partnerships with manufacturers, SOLitude Lake Management has established itself as the unparalleled leader of the industry.

Annual Management Services

After analyzing the health of your aquatic ecosystems, we will develop a proactive plan to help restore and maintain balance.

Aquatic Weed and Algae Control





We utilize the most advanced technologies, products and practices. Our lake weed control and algae treatment solutions help eliminate toxic algae and undesirable exotic and invasive weeds that would otherwise jeopardize the balance of the aquatic ecosystem.

Fisheries Management



Fisheries management revolves around several factors that influence the productivity of a fishery. Habitat, predatorto-prey ratios, fish species and genetics, water chemistry and available food all play a role in your fishery's success.

Reservoir Management



We work with water managers to assess reservoir conditions and water quality data, then formulate a site specific management program to maintain and restore drinking water quality.

Fountains, Aeration & Nanobubbles

Floating fountains, submersed diffusers and nanobubble treatments help provide circulation and beneficial dissolved oxygen to a waterbody, reducing stratification, improving biological activity, and mitigating the processes that facilitate algae growth.



Biological Augmentation

Our scientists are trained in the practice of biological augmentation: using microbial and enzyme-enriched products that aid in the maintenance of healthy aquatic ecosystems by degrading organic sludge and metabolizing excess nutrients.

Shoreline Erosion Control

Shoreline erosion can create hazardous conditions and reduce the lifespan of your waterbody. Bio-engineered living shorelines help establish a stable shoreline that protects your waterbody from sedimentation over time.



Nutrient Remediation Programs

Reduce phosphorus in your lake or pond with proven phosphorus locking technologies like Phoslock, Alum and Biochar.

Sequestering phosphorus can greatly help improve water quality in lakes and ponds.



The SŌLitude Mission

Preserving and Protecting Ecological Balance

Buffer Management



In many situations, shoreline vegetative buffers are the single most important natural aspect to promoting and maintaining good water quality in your lake or pond.

Invasive Species Management

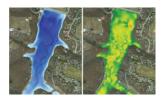


We offer aquatic and upland weed and invasive species management services to help combat harmful intruders. This is essential to promoting and maintaining a biodiverse and healthy natural habitat.

Wetland Management

We practice an integrated approach when working in these fragile habitats, employing both herbicide application and mechanical techniques to maintain and restore these essential areas.

Lake Mapping and Bathymetry



Whether you are planning for dredging, tracking sedimentation, or looking to improve your fishery, we have the lake mapping tools you need to be successful.

Water Quality Testing and Restoration



Water quality monitoring, testing and restoration are the backbone of an integrated lake or pond management program and we are ready to develop a water quality restoration program that is tailored to your needs.

Mosquito and Midge Control

Mosquitoes and midges are not only a nuisance, they can pose a significant risk to public health. It's critical that your lake, pond or wetland management program includes integrated mosquito or midge prevention and control measures for all breeding habitats.



Stormwater BMP Inspections and Repairs

Our professionals are certified to inspect all aspects of your stormwater management facility and to make recommendations for maintenance and repairs when required. We can help you through every step of the repair process from planning to execution.

Mechanical Harvesting

Mechanical cutting/harvesting is a technique used for achieving "area selective" control of nuisance aquatic vegetation, and can be an effective alternative on sites where herbicides are not appropriate.



Hydro-Raking and Sediment Removal

Hydro-raking is an effective technique for area selective removal of nuisance, rooted vegetation as well as accumulations of unconsolidated bottom muck and debris.



Regulatory Compliance and Permitting

It's important to ensure that all aquatic pesticide applications are completed by experienced applicators that are aware of and compliant with new regulations. National, state and local permitting can pose significant challenges. Our compliance team will handle every step of the process to ensure that you remain compliant.



Learn more about our extensive service offerings at solitudelakemanagement.com/services and set up a site visit consultation with one of our experienced biologists or scientists.

Restoring Balance. Enhancing Beauty.

Call 855.976.9569 today to get started.



solitudelakemanagement.com



Customer Reference List Wesley Chapel Office

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Hunter's Green Community Assn.

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