



Rizzetta & Company

# The Verandahs Community Development District

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**Board of Supervisors Meeting  
March 7, 2023**

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

[www.theverandahscdd.org](http://www.theverandahscdd.org)

## **THE VERANDAHS COMMUNITY DEVELOPMENT DISTRICT**

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

<b>Board of Supervisors</b>	Stanley Haupt	Chair
	Thomas May	Vice Chair
	Tracy Mayle	Assistant Secretary
	Sara Henk	Assistant Secretary
	Sarah Nesheiwat	Assistant Secretary
<b>District Manager</b>	Lynn Hayes	Rizzetta & Company, Inc.
<b>District Counsel</b>	Vivek Babbar	Straley Robin & Vericker
<b>District Engineer</b>	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.

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

February 28, 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, March 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. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors Meeting Held February 7, 2023 ..... Tab 1
  - B. Consideration of the Operations and Maintenance Expenditures for January 2023 ..... Tab 2
- 4. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer ..... Tab 3
    1. **Revised Quote from WREC for Three (3) Clubhouse Streetlights**
  - C. Presentation of Landscape Specialist Inspection Report and Yellowstone Landscaper Comments ..... Tab 4
  - D. Presentation of High-Trim Report ..... Tab 5
  - E. **Presentation of Solitude Waterway Inspection Report** ..... Tab 6
    1. Solitude Aquatics Service Reports
  - F. Clubhouse Manager's Report ..... Tab 7
  - G. District Manager's Report ..... Tab 8
- 5. BUSINESS ITEMS**
  - A. Presentation of the MPLC Umbrella License Application Quote ..... Tab 9
  - B. Discussion of Streaming Options vs Frontier ..... Tab 10
- 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, February 7, 2023 at 6:30 p.m.** at the Verandahs Amenity Center, 12375 Chenwood Avenue, Hudson, Florida 34669.

**Present and Constituting a Quorum:**

Stanley Haupt	<b>Board Supervisor, Chair</b>
Thomas May	<b>Board Supervisor, Vice Chair</b>
Tracy Mayle	<b>Board Supervisor, Assistant Secretary</b>
Sara Henk	<b>Board Supervisor, Assistant Secretary</b>
Sarah Nesheiwat	<b>Board Supervisor, Assistant Secretary</b>

**Also Present Were:**

Lynn Hayes	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Vivek Babbar	<b>District Counsel, Straley Robin Vericker (via conference call)</b>
Giacomo Licari	<b>District Engineer, Dewberry Engineering</b>
Jason Liggett	<b>Landscape Inspection Specialist, Rizzetta &amp; Company</b>
Josh Hamilton	<b>Representative, Yellowstone Landscape</b>
Wesley Elias	<b>Manager, The Verandahs Clubhouse</b>
Brooks McNicols	<b>Owner, High-Trim</b>
Audience	<b>None Present</b>

**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 at approximately 6:30 p.m.

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**SECOND ORDER OF BUSINESS**

**Consideration of the Minutes of the Board  
of Supervisors Meeting held on January 3,  
2023**

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Mr. Lynn Hayes presented the Meeting Minutes from January 3, 2023 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. Sarah Nesheiwat, with all in favor, the Board of Supervisors, approved the Minutes of the Board of Supervisors Regular Meeting held on January 3, 2023, as presented, for The Verandahs Community Development District.

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**THIRD ORDER OF BUSINESS**

**Consideration of the Operations and  
Maintenance Expenditures for December  
2022 and January 2023**

On a motion by Mr. Thomas May and seconded by Ms. Sara Henk, with all in favor the Board of Supervisors ratified the Operations and Maintenance Expenditures for December 2022 (\$54,070.13) and January 2023 (\$46,679.46), as presented, for The Verandahs Community Development District.

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**FOURTH ORDER OF BUSINESS**

**Consideration of Community Sidewalk/  
Gutter Pressure Washing Quote**

On a motion by Ms. Sara Henk and seconded by Ms. Tracy Mayle, with all in favor the Board of Supervisors, approved the Under Pressure Quote (\$3,850.00) for Community Sidewalk/Gutter Pressure Washing to include street leading to SR52 as presented, for The Verandahs Community Development District.

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**FIFTH ORDER OF BUSINESS**

**Consideration of the MPLC Umbrella  
License Application**

Mr. Vivek Babbar stated that he has no issues with the Agreement.

On a motion by Mr. Thomas May and seconded by Ms. Tracy Mayle, with all in favor, the Board of Supervisors, authorized the District Staff to get a revised MPLC Umbrella License Quote from the Director of Community Services and authorize District Counsel to review the Quote and MPLC Umbrellas License Application , as presented, for The Verandahs Community Development District.

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**SIXTH ORDER OF BUSINESS**

**Consideration of the Clubhouse Streetlights  
Photometric Designs and Install Quotes**

Mr. Giacomo Licari reviewed the quotes with the Board of Supervisors. Mr. Giacomo Licari will request a revised quote from WREC showing three (3) light poles.

On a motion by Mr. Thomas May and seconded by Mr. Stanley Haupt, with all in favor, the Board of Supervisors, authorized the District Engineer to get a revised WREC quote for three (3) street light poles, for The Verandahs Community Development District.

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**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

- A. District Counsel**
- B. District Engineer**
- 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. Mr. Stanley Haupt asked Mr. Josh Hamilton about the maple trees around the pond banks.

On a motion by Mr. Stanley Haupt and seconded by Ms. Sarah Nesheiwat, with all in favor, the Board of Supervisors, to approve the Yellowstone Quote to trim all maple trees along the pond banks and clean property of debris. To also authorize the Chair to sign quote when received, as presented, for The Verandahs Community Development District.

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**D. Presentation of High Trim Report**

On a motion by Mr. Thomas May and seconded by Ms. Tracy Mayle, with all in favor, the Board of Supervisors, approved the High Trim Quote #3420 for monthly Bush Hogging for entire community in the amount of \$76,800.00 for 24 months after District Counsel prepares the Final Form Agreement and authorizes the Chair to execute the Agreement, as presented, for The Verandahs Community Development District.

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**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 March 7, 2023 at 6:30 p.m. at The Verandahs Clubhouse, located at 12375 Chenwood Avenue, Hudson, Florida 34669.

Mr. Lynn Hayes reviewed with the Board of Supervisors The Verandahs 4<sup>th</sup> Quarter ADA Website Compliance Audit Report. Mr. Lynn Hayes told the Board of Supervisors that they passed all ADA Website Accessibility and Florida Statute 189.069 requirements.

**EIGHTH ORDER OF BUSINESS Supervisor Requests**

Ms. Sara Nesheiwat requested consideration of streaming options vs Frontier be put on the next agenda. Mr. Thomas May would like to discuss Community Development District support for events in Fiscal Year 2023/2024 Budget. Ms. Sara Henk would like to acquire the gates codes from the Homeowners Association.

**NINTH 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 Ms. Tracy Mayle and seconded by Mr. Stanley Haupt, with all in favor, the Board of Supervisors, adjourned the meeting at 7:53 p.m., for The Verandahs Community Development District.

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Secretary/Assistant Secretary

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Chair/Vice Chair

## **Tab 2**

# The Verandahs Community Development District

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District Office · Wesley Chapel, Florida · (813) 993-5571  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.verandahscdd.org](http://www.verandahscdd.org)

## 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.

The total items being presented:     **\$46,679.46**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_Chairperson

\_\_\_\_\_Vice Chairperson

\_\_\_\_\_Assistant Secretary

# The Verandahs Community Development District

## Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
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

# The Verandahs Community Development District

## Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
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

# The Verandahs Community Development District

## Paid Operation & Maintenance Expenditures

January 1, 2023 Through January 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
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 Cooperative, Inc.	ACH	10365384.55	Summary Billing 12/22	\$ 4,004.01
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	<u>\$ 9,724.00</u>
<b>Report Totals</b>				<b><u>\$ 46,679.46</u></b>

## **Tab 3**

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: February 28, 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 Three Lights and Poles \$94.50**

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**Additional One Time Fees**

Connection Charge: \$65.00

Deposit: \$3,861.00

**Total Fees: \$3,926.00**

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

**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

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whose address is

3434 COLWELL AVE STE 200 , TAMPA FL 33614

("Customer").

**WITNESSETH:**

**WHEREAS**, Customer is in possession of the real property located at

PUBLIC LIGHTING

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and more particularly described in Exhibit A attached hereto (the "Property"); and

**WHEREAS**, Customer desires WREC to maintain and operate a street lighting system as more particularly described in Exhibit B 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. SYSTEM MALFUNCTIONS

(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. DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

(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 hereunder 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. ASSIGNMENT

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. SUCCESSORS

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. SURVIVAL

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 hereto shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles.

10. SEVERABILITY

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. HEADINGS

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. COUNTERPARTS

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. ENTIRETY OF AGREEMENT

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**

**WITHLACOOCHIE 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**

<b>Type</b>	<b>Description</b>	<b>Quantity</b>
212	CLASSIC - POST TOP 175W	3
960	ALUMINUM - 12' WADSWORTH	3

**EXHIBIT C**

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

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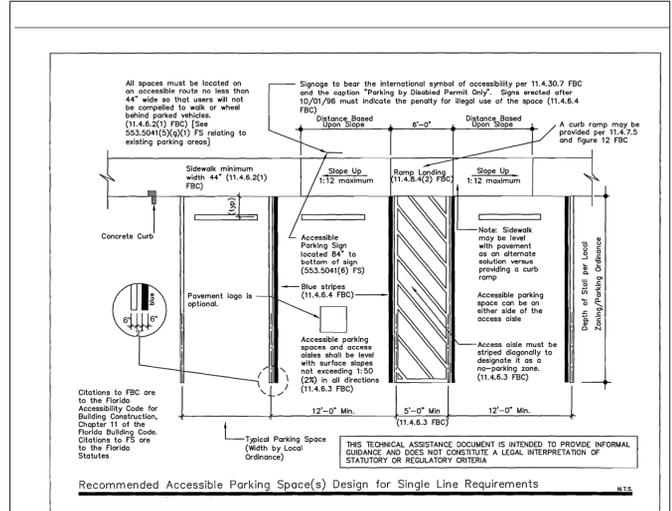
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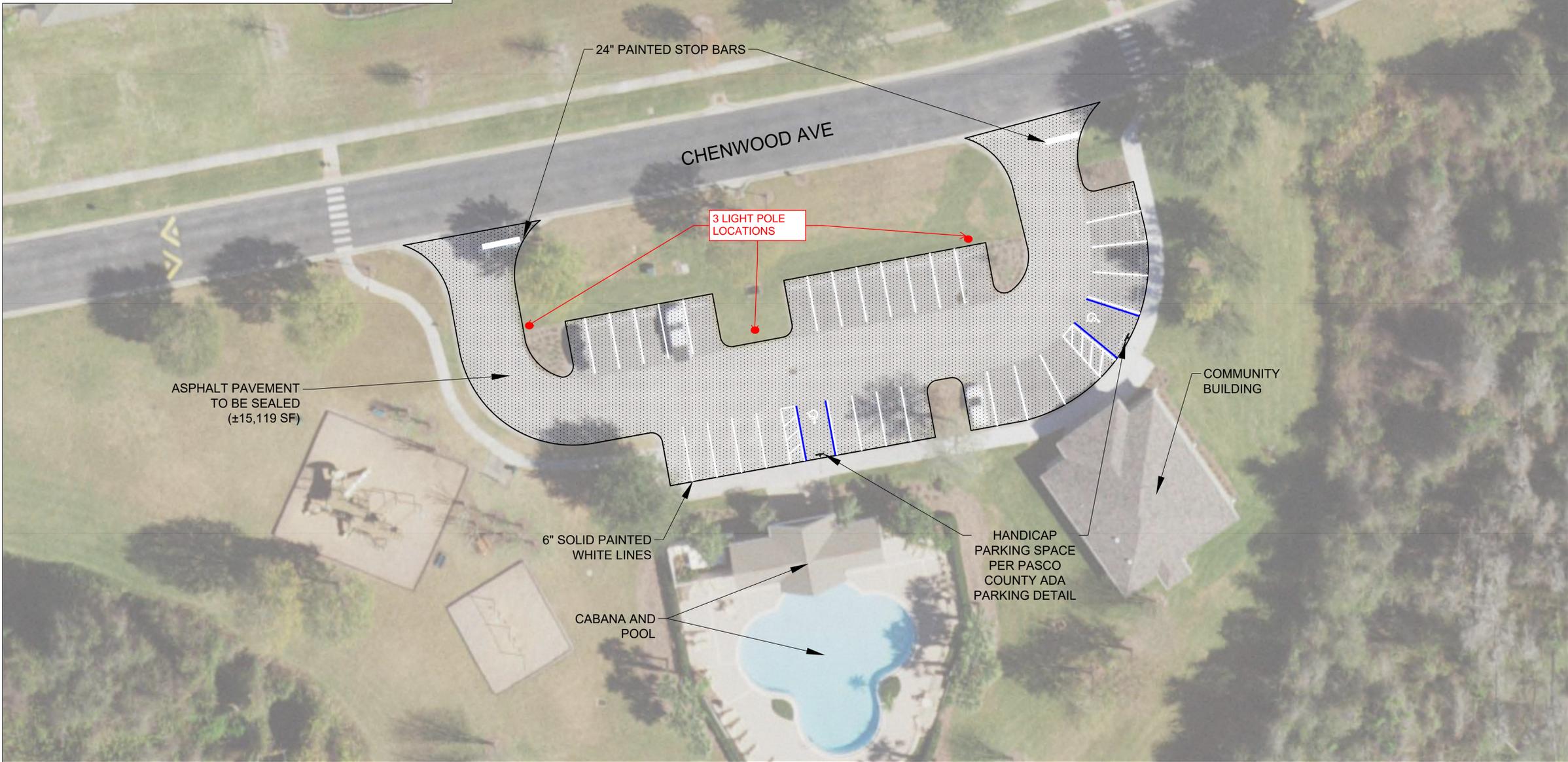
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PASCO COUNTY ADA PARKING DETAIL

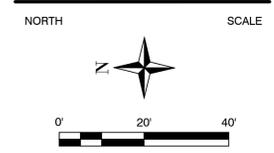


Dewberry Engineers Inc.  
 1000 N ASHLEY DRIVE  
 SUITE 801  
 TAMPA, FL 33602  
 PHONE: 813.225.1325  
 FL CA - 8794

VERANDAHS  
 COMMUNITY  
 DEVELOPMENT  
 DISTRICT

12321 CHENWOOD AVENUE, HUDSON FL 34669  
 PASCO COUNTY FL

SEAL



No.	DATE	BY	Description

REVISIONS			
No.	DATE	BY	Description

COMMUNITY BUILDING  
 RESTRIPIING PLAN

PROJECT NO. 50148918

EX-2

SHEET NO.

## **Tab 4**

# THE VERANDAHS

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## FIELD INSPECTION REPORT



February 9, 2023  
Rizzetta & Company  
Jason Liggett – Field Services Manager



Rizzetta & Company  
Professionals in Community Management

# SUMMARY & CHENWOOD AVENUE

## General Updates, Recent & Upcoming Maintenance Events

- ❖ Going into march continue to monitor recovery of frost damaged plant material at the main entrance.
- ❖ Make sure the Crape myrtle pencil pruning is being completed before April.

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. Spray out the weeds in the drain gutters inside of the pool area. **Note to staff this is usually due to excess debris and dirt in the drains this is something that should be addressed before swimming season.**

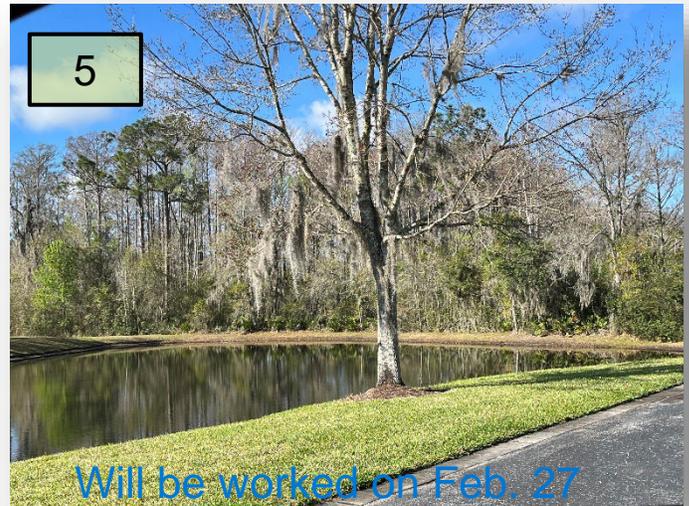
(Pic 1)



Chenwood Ave across from Saulston Place.

**Will be treated Feb. 27**

5. Throughout the district work on moss removal up to 15 feet. This needs to be completed before spring comes.



2. During visits make sure the crews are policing the pool area beds for palm boots.
3. Treat the turf weeds on Lakemont drive across from the clubhouse between the sidewalk and the road. In the areas where we have had damage due to the irrigation going down make sure the weeds are not taking it over.  
**Will be treated beginning of March**
4. Treat the bed weeds in the lift station on
6. Make sure that we are treating turf areas that are irrigated for turf weeds I haven't seen much treatment in the district in the last few months.  
**Will be treated beginning of March**
7. Provide the district a price to lift the Sycamore trees we have counted 63 that need to be done.
8. Treat the turf weeds in the irrigated common area on Southbridge Terrace.  
**Will be treated beginning of March**



## **Tab 5**

# HIGH TRIM

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

To Whom it May Concern:

High Trim performed the monthly trimming of the conservation in the Purple areas below on Feb 14th.



Thank you,  
Kristina Nordman

# Tab 6

# SOLITUDE

LAKE MANAGEMENT



## The Verandahs Waterway Inspection Report

---

**Reason for Inspection:** Scheduled-recurring

**Inspection Date:** 2023-02-13

**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**

Pg

**SITE ASSESSMENTS**

PONDS 140,130,80 \_\_\_\_\_ 3

PONDS 90,100,F100 \_\_\_\_\_ 4

PONDS F120,150,F16 \_\_\_\_\_ 5

PONDS F160b \_\_\_\_\_ 6

**MANAGEMENT/COMMENTS SUMMARY** \_\_\_\_\_ 6, 7

**SITE MAP** \_\_\_\_\_ 8

140

**Comments:**

Treatment in progress  
Recent treatment for algae and submersed weeds was successful. Less than 10% remains at the time of inspection.



**Action Required:**

Routine maintenance next visit

**Target:**

Submersed vegetation

130

**Comments:**

Treatment in progress  
Site was treated for submersed Slender Spikerush Roughly 2 weeks prior to inspection. Expect full results in 4-6 weeks.



**Action Required:**

Routine maintenance next visit

**Target:**

Submersed vegetation

80

**Comments:**

Normal growth observed  
Site contains very minor Pennywort along the perimeter(left). Recent Treatment for submersed Hydrilla was a success. <5% remains



**Action Required:**

Routine maintenance next visit

**Target:**

Pennywort

90

**Comments:**

Normal growth observed  
Very minor sub-surface algae developing along the shallow perimeter. Treatment will be applied during next maintenance.



**Action Required:**

Routine maintenance next visit

**Target:**

Sub-surface algae

100

**Comments:**

Normal growth observed  
Minor shoreline weeds present.  
Open water and pond bottom look good.



**Action Required:**

Routine maintenance next visit

**Target:**

Shoreline weeds

F100

**Comments:**

Site looks good  
No issues observed at the time of inspection.



**Action Required:**

Routine maintenance next visit

**Target:**

**Site:** F120

**Comments:**

Site looks good  
No issues observed at the time of inspection.



**Action Required:**

Routine maintenance next visit

**Target:**

**Site:** 150

**Comments:**

Site looks good  
No issues observed at the time of inspection.



**Action Required:**

Routine maintenance next visit

**Target:**

**Site:** F160a

**Comments:**

Normal growth observed  
Very minor sub-surface algae clinging to dead vegetation along the perimeter. Treatment will be applied during next scheduled maintenance.



**Action Required:**

Routine maintenance next visit

**Target:**

Sub-surface algae

**Site:** F160b

**Comments:**

Normal growth observed

Minor sub-surface algae along the shallow perimeter. Treatment will be applied during next scheduled maintenance. Expect 7-10 days for results.



**Action Required:**

Routine maintenance next visit

**Target:**

Sub-surface algae

## Management Summary

This month's inspection included sites in the back half of the community. As a whole they are doing very well. We've spent a good portion of the winter months getting all the submersed vegetation under control. All have responded excellent to the treatments. Sites 130 and 140 still have a few more weeks to go before we see the final result.

There was very little algae to report, but we can expect to see activity increase over the next month. This time of year tends to coincide with spring fertilizer schedules and when you add in the rising temperatures and dropping water levels, it creates the perfect environment for algae. We'll continue our treatment plan and do our best to keep these blooms to a minimum.

Don't hesitate to reach out with questions or concerns: [jason.diogo@solitudelake.com](mailto:jason.diogo@solitudelake.com)

Thanks for choosing Solitude Lake Management!

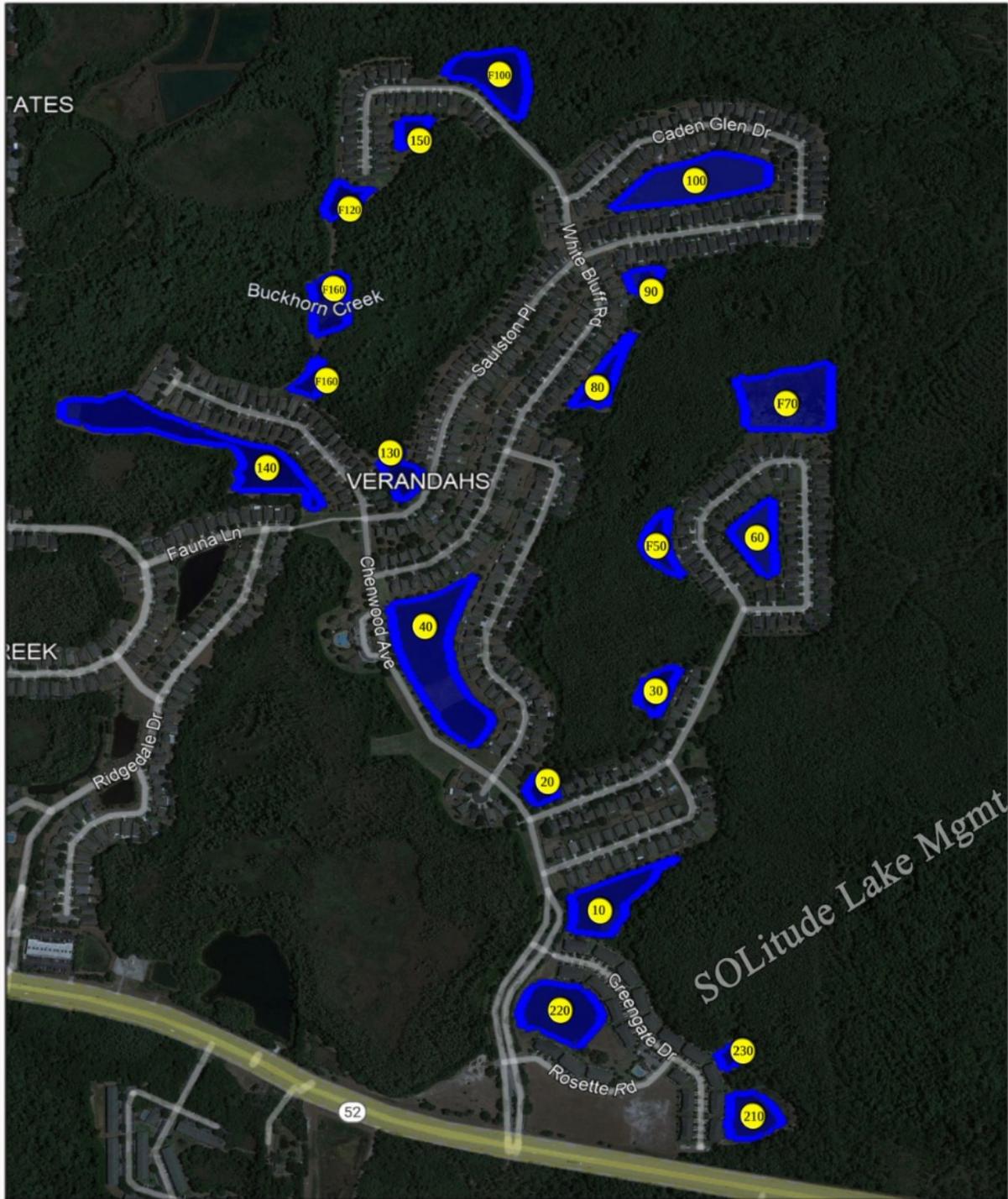
Site	Comments	Target	Action Required
140	Treatment in progress	Submersed vegetation	Routine maintenance next visit
130	Treatment in progress	Submersed vegetation	Routine maintenance next visit
80	Normal growth observed	Pennywort	Routine maintenance next visit
90	Normal growth observed	Sub-surface algae	Routine maintenance next visit
100	Normal growth observed	Shoreline weeds	Routine maintenance next visit
F100	Site looks good		Routine maintenance next visit
F120	Site looks good		Routine maintenance next visit
150	Site looks good		Routine maintenance next visit
F160a	Normal growth observed	Sub-surface algae	Routine maintenance next visit
F160b	Normal growth observed	Sub-surface algae	Routine maintenance next visit



# The Verandahs CDD

Hudson, FL

1-888-480-5253



NPM 04/2022

Service Report



Work Order  
Work Order Number 00126870  
Created Date 2/6/2023

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 Number 00135335  
 Created Date 2/13/2023

Account The Verandahs CDD  
 Contact Michele Lamberti  
 Address 13705 Rosette Road  
 Hudson, FL 34669

Work Details

Specialist Comments to Customer Treated all sites for grasses and submersed weeds.  
 Assigned Resource JASON R. DIOGO

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 7

## Operations Report – February 2023

# *The Verandahs*

COMMUNITY DEVELOPMENT DISTRICT

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**

- 2/4/2023: Nordyke Bridal Shower
- 2/07/2023: CDD MEETING
- 2/23/2023: TH HOA MEETING
- 2/27/2023: Womens Church Group
- 2/28/2023: SFH HOA MEETING

### **Resident Payment Log**

- **Danielle Buono (bday party 3/11/23)**
- **Womens re- occurring Church group (2/27- 3/20\_**
- **Danielle Pellegrino(bday party 4/15/23)**



Rizzetta & Company

### **Debit Card Reimbursement log**

- Amazon Monthly Subscription: 14.99

### **Suggestions/Concerns**

- **Gearing up for Easter Event**
- **Gym Door ( will contact door company)**



Rizzetta & Company

# Tab 8



Rizzetta & Company

**UPCOMING DATES TO REMEMBER**

- **Next Meeting:** April 4, 2023 @ 6:30 PM

**District  
Manager's  
Report**

March 7

**2023**

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<u>FINANCIAL SUMMARY</u>	<u>1/31/2023</u>
General Fund Cash & Investment Balance:	\$569,308
Reserve Fund Cash & Investment Balance:	\$211,916
Debt Service Fund Investment Balance:	\$367,381
<b>Total Cash and Investment Balances:</b>	<b>\$1,148,605</b>
<b>General Fund Expense Variance: \$3,178</b>	<b>Under Budget</b>

# Tab 9



**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 programming 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?



[Download the complete rights holder list here.](#)



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

## Umbrella License Application

\_\_\_\_\_  
Name of Organization ("LICENSEE")

\_\_\_\_\_  
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 Umbrella License, subject to the terms and conditions provided herein.

\_\_\_\_\_  
Authorized Signer (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

### PAYMENT OPTION:

- Send Invoice (fee due in 30 days)
- Bill Credit Card:  Visa  Mastercard  AMEX  Discover

\_\_\_\_\_  
Card Number

\_\_\_\_\_  
Expiration

\_\_\_\_\_  
CVV

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11. Tax Liability. 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. Notice. Any notice provided for herein shall be given in person; by first class air mail, postage prepaid; or by reputable overnight 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. Termination. 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.
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16. Guarantees. 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. Jurisdiction. 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 10

# CDD Amenity Internet and TV

We currently have Frontier Fiber service, and the average cost is \$320.00 per month.

- Includes 200mg internet speed w/ static IP address, 2 set top boxes with HD channels

We could dump the Frontier TV and increase the internet speed.

- 500mg Internet speed w/ static IP address would be approximately \$99.00

We could then add YouTube TV for \$64.99 per month.

- Will work on both tv's via an installed app
- Includes approximately 100 channels, including all locals, news and sports.

Approximately \$155.00 per month savings

## Tampa/Saint Petersburg Area: 34669

