

***The VERANDAH'S
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

***Board of Supervisors
Continued Meeting***

***Wednesday
July 9, 2014***

8:00 a.m.

At:

***Florida Design Consultants
3030 Starkey Boulevard
New Port Richey, Florida***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

The Verandahs Community Development District

Development Planning and Financing Group
15310 Amberly Drive, Suite 175, Tampa, Florida 33647
Phone: 813-374-9105
Fax: 813-374-9106

July 8, 2014

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

Dear Board Members:

The Continued Meeting of the Board of Supervisors of The Verandahs CDD is scheduled for Wednesday, July 9, 2014 at **8:00 a.m.** in the offices of Florida Design Consultants, 3030 Starkey Boulevard, New Port Richey, Florida.

The advanced copy of the agenda for the meeting is attached along with associated documentation for your consideration. Any additional support material will be forward to you under separate cover or distributed at the meeting.

The balance of the agenda is routine in nature and staff will present their reports at the meeting. In the meantime if you have any questions, please contact me.

Sincerely,

Bruce St. Denis

Bruce St. Denis
District Manager

Enclosure

CC: Attorney
Engineer
District Records
HOA Manager

District: VERANDAHS COMMUNITY DEVELOPMENT DISTRICT
Date of Meeting: **Wednesday, July 8, 2014**
Time: **8:00 a.m.**
Location: Florida Design Consultants
3030 Starkey Boulevard
New Port Richey, Florida

[Continued from 7/2/2014]

Conference Call In No.: 712.432.1500
Code: 434537#

Agenda

- I.** Roll Call
- II.** Audience Comments on Agenda Items
- III.** Business Matters:
 - A. Discussion of District Management Services
 - B. Consideration of Florida Design Agreement for Mapping Updates Exhibit 1
 - C. Additional Matters
- IV.** Staff Reports
- V.** Audience Comments
- VI.** Supervisors Requests
- VII.** Adjournment

EXHIBIT 1.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 1st day of **July**, 2014 by and between FLORIDA DESIGN CONSULTANTS, INC., 3030 Starkey Boulevard, New Port Richey, FL 34655 (727) 849-7588 Fax: (727) 848-3648 and **Verandahs Community Development District, 15310 Amberly Drive, Suite 175, Tampa, FL 33647 Phone: 813-374-9104** ("CLIENT") on the terms and conditions listed below and Page 2 of 2 of this Agreement for Professional Services.

PROJECT NAME The Verandahs

FDC Project No. 595-0001

FDC Agreement No. 14-059A

Name and Address of Record Owner of Property (if not CLIENT): _____

Legal Description of Property: Single-family subdivision located on north side of SR 52, east of Moon Lake Road

Section 3 & 4 Township 25 South Range 17 East

Description of Services to be Performed: See Attachment "A" – Scope of Services

I. FEE:

The fee for providing the requested service shall be: (A) (B) (C)

(A) A Lump Sum Charge of See Attachment "B" – Method of Compensation

(B) An Upset Limit Amount of _____

(C) A Time and Material Charge utilizing current hourly rates (attached).

Note: Hourly rates outlined in this Agreement are subject to change on January 1st of each year.

In addition, the CLIENT will be responsible for out-of-pocket expenses attributable to the project, which will be charged at cost plus a 15% administrative charge. Typical out-of-pocket expenses include travel, long distance toll calls, printing and reproduction costs, permit and processing fees, costs associated with outside consultants and other similar costs.

CLIENT: VERANDAHS COMMUNITY DEVELOPMENT DISTRICT

FLORIDA DESIGN CONSULTANTS, INC.

SIGNED: _____

SIGNED: 

PRINTED NAME: _____

TYPED NAME: **Paul E. Skidmore, P.E.**

TITLE: _____

TITLE: **Senior Project Manager**

DATE: _____

DATE: **7-1-14**

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PROVISIONS

1. **ACCEPTANCE:**

Execution of this Agreement indicates that the CLIENT understands and agrees that payment for the services outlined in this Agreement will be made within thirty (30) calendar days from the invoice date for any portion of the work. If payment is not made in this manner, the CLIENT understands and agrees that, at the sole discretion of FDC, work covered in this Agreement may be suspended or terminated. The CLIENT hereby agrees that invoices not paid after they have been outstanding for thirty (30) calendar days shall accrue interest at 1-1/2% per month, and the CLIENT agrees to pay all collection costs, including reasonable attorneys' fees, whether legal action is brought or not.

2. **AUTHORIZATION TO PROCEED:**

Unless stated otherwise in the Agreement, CLIENT'S execution of this Agreement will constitute authorization for FDC to proceed with the work.

3. **INDIVIDUAL LIABILITY:**

**PURSUANT TO FLORIDA
STATUTES SECTION 558.0035
(2013) INDIVIDUAL EMPLOYEES
OR AGENTS OF FDC MAY NOT
BE HELD INDIVIDUALLY LIABLE
FOR NEGLIGENCE.**

4. **LIMITS OF LIABILITY:**

FDC's liability for damages to the CLIENT shall not exceed, to the maximum extent permitted by law, the compensation received by FDC in accordance with this Agreement. The limitations of liability apply whether liability arises due to breach of contract or warranty; tort, including negligence, statutory liability, or any other cause of action. Per paragraph 3 and as per Florida Statute §558.0035, no individual employees or agents of FDC may be held individually liable for negligence. Client's sole legal remedy for said negligence is against FDC and subject to the limitations of liability provided herein.

5. **THIRD PARTY BENEFICIARIES:**

This Agreement gives no rights, benefits, etc. to anyone other than the CLIENT and FDC and both parties agree

that there are no third party beneficiaries. However, to the extent that the professional services FDC is tasked to perform are for the benefit, in whole or in part, of a third party said third party shall be bound by the limitations of liability identified in paragraphs 3 and 4 of this Agreement.

6. **INTERPRETATION:**

This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this Agreement shall be instituted and maintained in Pasco County, Florida.

7. **CLIENT SUPPLIED INFORMATION:**

The Client understands and agrees that unless stated otherwise within this Agreement, all information, plans, reports, data, etc. provided by the CLIENT or the CLIENT'S consultants, agents, etc. will be relied upon by FDC as being correct and accurate. FDC will not be held responsible for errors, corrections, re-work, etc. that may be required as a result of FDC's reliance upon these documents.

8. **SEVERABILITY AND SURVIVAL:**

In the event that any provisions of this Agreement are found to be invalid, illegal or unenforceable, the enforceability of all remaining provisions shall not be thereby impaired. Termination of this Agreement, regardless of the cause, shall have no effect on the individual or corporate limitations of liabilities outlined in this Agreement.

9. **OWNERSHIP OF DOCUMENTS:**

Any plans, reports or other documents prepared by FDC as a result of this Agreement are the property of FDC. The CLIENT can obtain paper copies of any documents by paying the appropriate copying costs.

10. **ASSIGNABILITY:**

This Agreement is not assignable by the CLIENT without the written authorization of FDC.

11. **MERGER:**

This Agreement is the final negotiated Agreement between FDC and Client and it supersedes and replaces any and all prior oral or written Agreements. This Agreement may only be modified in writing signed by the parties.

**ATTACHMENT "A" – SCOPE OF SERVICES
THE VERANDAHS - MAPPING UPDATES
FDC PROJECT 595-0001
FDC PROPOSAL #14-059A**

PROJECT UNDERSTANDING

At the request of the District Manager's office, Florida Design Consultants, Inc. (FDC) has been asked to update the existing Verandahs Community Development District Map showing the updated ownership of the various tracts of land located within the overall development. FDC has also been asked to update the Lawn Care Map showing the entity responsible for maintaining the various landscape areas and which areas that are presently irrigated.

A. OWNERSHIP MAP

FDC will review the Pasco County Property Appraiser's website to determine ownership of the various tracts within the development. This information will then be updated on the Ownership Map.

B. LAWN CARE MAP

FDC will review and update this map showing the entity that is responsible for maintaining the landscape areas. FDC will also do a field review to determine which landscape areas have an irrigation system installed. This does not include any surveying to locate lines, sprinkler heads or meters.

C. REIMBURSABLE EXPENSES

Reimbursable expenses will only include printing, mailings and mileage during the design and permitting of the project. Application and permit fees will be paid by the Client.

SERVICES NOT INCLUDED

The following services, if necessary, are to be provided by the Client, other design professionals, or by FDC under separate cover.

1. Environmental services
2. Bidding assistance, construction survey stakeout, as-built survey services, and review of contractor pay applications
3. Boundary survey
4. Site structural engineering (retaining walls, etc.)
5. Design of electrical power and telecommunication systems
6. Design of site fencing, walls and signage
7. Quantity take-off or opinions of construction costs
8. Reclaimed water line design
9. Landscaping beyond code minimum
10. Irrigation design
11. Easement preparation and processing
12. Technical specifications booklet. Technical specs necessary for permitting and construction will be provided on the plans.
13. Application, permitting, impact, recording, inspection fees
14. Site photometric lighting design
15. Underground utility locate services

**ATTACHMENT "B" – METHOD OF COMPENSATION
THE VERANDAHS - MAPPING UPDATES
FDC PROJECT 595-0001
FDC PROPOSAL #14-059A**

METHOD OF COMPENSATION

Lump Sum Fee

The Client agrees to compensate the Consultant for the professional services called for under Attachment "A", Tasks A. through C. to this Agreement at the Lump Sum Fee as specified below.

<u>Services</u>	<u>Lump Sum Fee</u>
A. OWNERSHIP MAP	\$ 750.00
B. LAWN CARE MAP	\$ 1,500.00
C. REIMBURSABLE EXPENSES	<u>\$ 100.00</u>
TOTAL LUMP SUM FEE	\$ 2,350.00



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