



Rizzetta & Company

Meadow Pointe IV Community Development District

**Board of Supervisors'
Regular Meeting
December 14, 2022**

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

www.meadowpointe4cdd.org

MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT AGENDA

To be held at the Meadow Pointe IV Clubhouse, located at 3902 Meadow Pointe Blvd,
Wesley Chapel, FL 33543.

District Board of Supervisors	Megan McNeil Liane Sholl George Lancos Scott Page Michael Scanlon	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Daryl Adams	Rizzetta & Company, Inc.
District Attorney	Mark Straley/ Vivek Babbar	Straley, Robin & Vericker
District Engineer	Tonja Stewart	Stantec Consulting Services 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 813-933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 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.

**Board of Supervisors
Meadow Pointe IV Community
Development District**

December 7, 2022

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Meadow Pointe IV Community Development District will be held on **Wednesday, December 14, 2022 at 10:00 a.m.** at the Meadow Pointe IV Clubhouse, located at 3902 Meadow Pointe Blvd., Wesley Chapel, FL 33543. The following is the agenda for this meeting:

BOARD OF SUPERVISORS MEETING

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS**
- 4. BUSINESS ITEMS**
 - A. Administer Oath of Office to Newly Appointed Supervisors
 1. Review of Form1 and Sunshine Law Requirements
 - B. Consideration of Resolution 2023-03, Designating Officers of the District.....Tab 1
- 5. STAFF REPORTS**
 - A. Deputy Report
 - B. Amenity Management
 1. Review of November Amenities Report..... Tab 2
 2. Consideration of the CRT Proposal and Maintenance Agreement For Camera Replacements..... Tab 3
 3. Consideration of Pool Resurfacing Proposals..... Tab 4
 - C. Aquatic Maintenance
 1. November Waterway Inspection Tab 5
 2. Consideration of the 2023 Aquatic Services Renewal Tab 6
 - D. Landscape Inspection Services Manager
 1. November Field Inspection Report Tab 7
 2. Juniper Response to the Filed Inspection Report (under separate cover)
 3. Consideration of SYTE Cutback Proposals..... Tab 8
 4. Review of Duke Energy RFP for Tree Install..... Tab 9
 5. Update on Street Trees
 - E. District Counsel
 - F. District Engineer
 - G. District Manager
 1. Review of November District Manager Report Tab 10

6. BUSINESS ADMINISTRATION

- A. Consideration of Minutes of the Board of Supervisors Regular Meeting held on November 9, 2022.....Tab 11
- B. Consideration of Operation and Maintenance Expenditures for October 2022.....Tab 12

7. SUPERVISORS FORUM

8. 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) 933-5571.

Sincerely,

Daryl Adams

Daryl Adams
District Manager

Tab 1

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT DESIGNATING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Meadow Pointe IV Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to designate the officers of the District pursuant to Section 190.006(6), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT:

1. The following persons are elected to the offices shown below:

_____	Chair
_____	Vice-Chair
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
<u>Daryl Adams</u>	Assistant Secretary
<u>Matthew Huber</u>	Assistant Secretary
<u>Lynn Hayes</u>	Assistant Secretary

2. This Resolution shall supersede all prior resolutions designating officers of the District.

3. This Resolution shall become effective immediately upon its adoption.

Passed and adopted on December 14, 2022.

Attest:

**Meadow Pointe IV
Community Development District**

Assistant Secretary

Chair of the Board of Supervisors

Tab 2



MEADOW POINTE IV

COMMUNITY DEVELOPMENT DISTRICT

**3902 Meadow Pointe Blvd
Wesley Chapel, FL 33543**



Operations/Maintenance November 2022

CLEAN SWEEP SUPPLY 11/4/2022 Inv #4875 \$81.75

ROMANER GRAPHICS:

11/4/2022 Reset playground sail shades, Misc. small tasks Inv #21417 \$225.00

11/29/2022 – Make and install signage for dress code at pool and sports courts (6 signs). Est. \$450.00

11/30/2022 – Dumpster (1) gate frame and panels replacement plus parts. Est. \$2375.00. This was damaged by the mulch contractor (playground) and the bill has been submitted to the contractor by Josh Burton.



Rizzetta & Company

FIELD MAINTENANCE

Advanced Aquatic treated ponds on 11/1, 11/9, 11/17, 11/22, 11/28

GATE REPAIRS by Southern Automated:

Hurricane: 11/10/2022 Lock gates open and put back into service: (Meridian and Enclave only) Inv #11998 \$105.00 Inv #11999 \$105.00

Electrical Work: 11/9/2022 Mr. Electric replaced an exterior electrical outlet and cover at Parkmonte. Inv 31954683 \$243.99

Decorating Elves: 11/25/2022 Balance for holiday lights Inv #1231822901 \$6,978.40

Clubhouse Maintenance:

Work In Progress: Replace emergency light fixtures in Clubhouse (9 units), plus 2 smoke detectors. Est. #30889685 \$3909.82

November 2022 Monthly Deputy's Report for Meadow Pointe IV

Conducted 83 Directed Patrols throughout the villages.

Responded to the following calls for service:

3 Missing, Endangered Adults

1 Runaway Juvenile

3 Baker Acts

2 Traffic Crashes

4 Domestic Disturbances

3 Citizens Assist calls

Issued 17 Parking Citations through the villages



Issued 37 Citations for speed related stops.

Due to the increased traffic throughout the holiday season, I have increased my traffic stops in the area. This will help with incoming traffic with visual presence that law enforcement is active in this area; hopefully preventing (porch pirates) from using our area for theft of packages and vehicle burglaries. We normally see an increase in these type of crimes as schools are closed for the holidays.

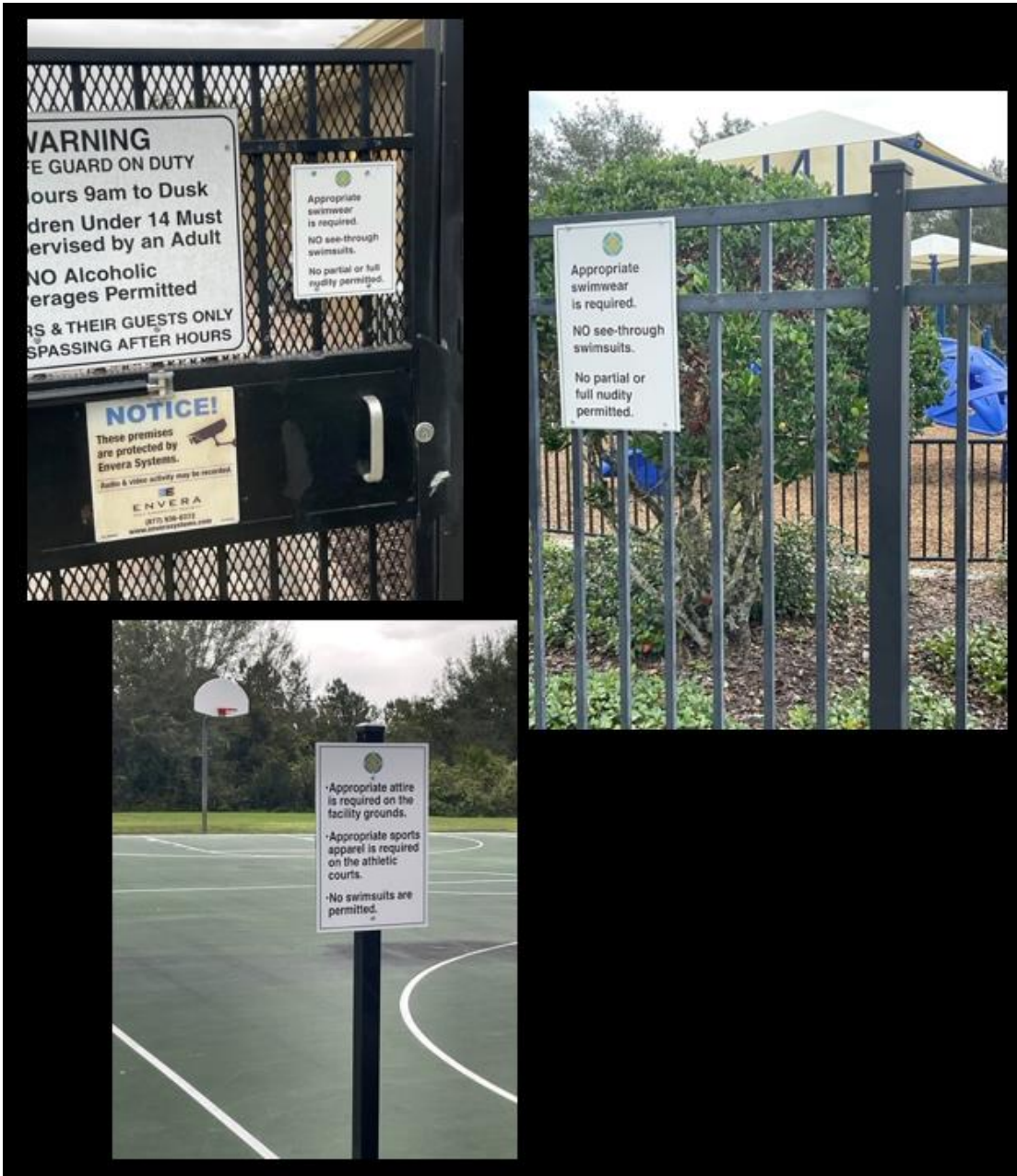
Regards, Buddy

Meadow Pointe IV Payment Log

11/1/2022 through 11/30/2022

Date	Purpose	Event Date	Chk #	Chk Amt	Rm Dep	Rm Amt	Card Amt
11/2/2022	1 tag						\$12.00
11/3/2022	1 tag						\$12.00
11/5/2022	1 tag						\$12.00
11/5/2022	1 tag						\$12.00
11/6/2022	Refund Full Event	11/26/2022			-\$200.00	-\$100.00	-\$300.00
11/7/2022	1 tag						\$12.00
11/8/2022	1 tag						\$12.00
11/8/2022	1 tag						\$12.00
11/8/2022	1 tag						\$12.00
11/8/2022	1 tag						\$12.00
11/8/2022	2 tags						\$24.00
11/13/2022	2 tags						\$24.00
11/15/2022	1 tag						\$12.00
11/16/2022	1 tag						\$12.00
11/17/2022	1 tag						\$12.00
11/19/2022	1 tag						\$12.00
11/20/2022	1 tag						\$12.00
11/22/2022	1 tag						\$12.00
11/22/2022	1 tag						\$12.00
11/29/2022	1 tag						\$12.00
			TOTALS		-\$200.00	-\$100.00	-\$48.00





Respectfully submitted,

Lori Stanger
Clubhouse Manager



Tab 3



CRT Services Inc sent you an estimate

We look forward to working with you.

Customer

Meadow Pointe IV CCD

Meadow Pointe IV CCD

mpivclub@live.com

+1 (813) 973-3003

3902Meadow Pointe Blvd.

Wesley Chapel, FL 33543

Estimate #2130806

November 8, 2022

Hide full details ^

Clubhouse Surveillance Repairs

Cortex Medallion 5MP 2.8mm Bullet Camera	\$610.00
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(\$305.00 ea.) × 2

Cortex Medallion 5 Megapixel w.8mm wide-angle bullet cameras

Cortex Medallion 5MP License Plate Cameras	\$585.00
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Cortex Medallion 5MP License Plate camera

for clubhouse entrance pole

Di-Tek RJ45 In-line Surge Arrester	\$267.00
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(\$89.00 ea.) × 3

RJ45 in-line surge arresters to protect pole cameras

Cabling & Hardware**\$696.00**

(\$232.00 ea.) × 3

*6" Cantex weatherproof enclosure to house camera & power connections on pole**Romex & PVC conduit for pole cabling**150' CAT6 weatherproof burial cable between clubhouse DVR & camera pole**Silicone sealant and mounting fixtures***Installation & Programming****\$1,680.00**

(\$560.00 ea.) × 3

*-Replace existing cabling with CAT6 Weatherproof burial cable between clubhouse and camera poles**-Replace existing LV enclosures housing electrical equipment on (3) poles where cameras are no longer functioning**-Install (3) Di-Tek surge arrestors to enhance protection to pole cameras and segregate surges from spreading to remaining surveillance equipment**-Replace (2) existing faulty clubhouse exterior pole mounted cameras with 5MP IP Cameras. Position for optimal coverage & Program cameras IP addresses specific to clubhouse NVR IP topology**-Replace (1) existing faulty License Plate camera with Cortex Medallion 5MP License Plate cameras and program shutter speeds based on variable mph's. Program NVR to auto-adjust lux levels based on lighting***Subtotal****\$3,838.00****501c Tax Exemption****\$0.00****Total****\$3,838.00****CRT Services Inc**

8635 W. Hillsborough Ave.

Suite 408

Tampa, FL 33615

sales@crtservicesinc.com

+1 (813) 645-4278

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2022 Preventative Maintenance Service Agreement

LIC. 13000520

THIS AGREEMENT ("Agreement") is hereby entered into between (CRT Services Inc.), with offices at (1307 Apollo Beach Blvd. South, Suite 102, Apollo Beach, FL. 33572) ("Contractor") and (_____). with offices at (_____)
("Customer") on the following terms and conditions:

1. General Undertaking.

- a. Scope of Coverage. During the Term, Contractor shall perform the Preventive Maintenance, Remedial Maintenance and On-Call Maintenance described in Section 2 ("System Maintenance Services") with respect to the items of "Covered Software," "Covered Hardware" and associated devices specifically described in the attached Schedule of Covered System Components and located at the site identified therein (the "Covered System") according to the specifications supplied by Contractor or by the applicable vendor or manufacturer ("Specifications").
- b. Changes in Covered System. The Schedule of Covered System Components may from time to time be modified by mutual agreement of the parties and a signed amendment to this Agreement. Such changes may result from additions or deletions of Covered System Components occasioned by Customer's ongoing business requirements or by applicable vendor releases or manufacturer engineering changes. Any change (upgrade) in Covered System Components shall include a price adjustment or other surcharge under Section 5 ("Prices & Payment"), or a notation that no adjustment or surcharge is required.
- c. Exclusions from Covered System. The Covered System subject to this Agreement includes only those items of hardware identified on the Schedule of Covered System Components and such items of hardware and related devices identified by serial number (to the extent so imprinted) or otherwise specifically listed on the Schedule of Covered System Components. Unless so specified, the Covered System does not include any cabling, or any wiring external to the Covered System, telecommunications devices (including modems), peripheral equipment, software (whether applications, network or operating systems, and whether or not "bundled" with the Covered System). In no event shall the Covered System include removable magnetic or optical media, ink ribbons, toner cartridges, paper or other supplies, expendables or services (including telecommunications services).

2. System Maintenance Services. During the Term hereof, and in consideration of the payments set forth in Section 5 ("Prices & Payment"), the Contractor shall provide the following "Maintenance Services" with respect to the Covered System:

- a. Preventive Maintenance Service. The Contractor shall, from time to time during the Term hereof, conduct scheduled Preventive Maintenance Service for the Covered System during the period seven (7) days per week, excluding Contractor holidays, 8 am to 5 pm ("Regular Work Hours"). Unless otherwise agreed, all Preventive Maintenance for Covered Hardware shall be performed on-site at Customer's location identified on the Schedule of Covered System Components at a minimum of (1) site visit per 30 calendar days (Excluding Contractor holidays). Preventive Maintenance Service includes the installation of software updates or releases to Covered Software, and the cleaning, lubricating, inspecting, testing and adjusting of Covered Hardware, the replacement of warranted defective parts and other parts expected by Contractor to fail before the next scheduled Preventive Maintenance Service
- b. On-Site Remedial Maintenance Services. During the Term, Contractor shall be available seven (7) days per week, twenty four (24) hours per day to provide on-site Remedial Maintenance Service in response to "Major Alarms" reported by Customer ("Emergency On-Call Hours"). For these purposes, a Major Alarm means a request for Remedial Maintenance Service prompted by a malfunction in the Covered System preventing it from operating substantially in accordance with the Specifications, and causing an immediate and significant disruption of an important business activity of Customer which cannot reasonably be avoided by relatively minor operational adjustments known to Customer or recommended by Contractor. Problems other than Major Alarms shall be addressed under Subsection (a) ("Preventive Maintenance Service") during Regular Work Hours.
 - i. Notice & Acknowledgment of Major Alarms. Customer shall notify Contractor of Major Alarms by telephone and awaiting Contractor's return telephone call during Emergency On-Call Hours. Contractor shall contact Customer and acknowledge Major Alarms received during Regular Work Hours within one (1) hour after receipt of the Major Alarm and, for Major Alarms received during other times during Emergency On-Call Hours, within one (1) hour after receipt of such notice. At the time of Contractor's acknowledgment, the Customer shall forward or provide information contained on Contractor's standard "trouble report" procedures to assist Contractor in diagnosing the reported problem. Customer shall cooperate with Contractor's reasonable requests for assistance to determine the cause of the reported problem and whether an on-site Remedial Maintenance Service visit is required.

beverages), or otherwise subjected to unusual electrical or physical stress beyond the manufacturer's specified operating capabilities, (viii) Customer removes or takes other precautions to protect all software, data and removable storage media prior to commencement of Maintenance Services, and (ix) Customer periodically makes and stores in a safe place archival copies of all Covered Software and all valuable data and software residing on or affected by the operation or malfunction of Covered System Components.

- b. Failure to Comply. To the extent any Preventive or Remedial Maintenance Service is required because of Customer's failure to comply with the requirements of Subsection (a), the Contractor may refuse to provide Maintenance Service or may treat any such work as Other Billable Maintenance Service under Section 2(c), subject to the prices referenced in Section 5(b)("Surcharges").

5. Prices and Payment.

- a. Annual Maintenance Fee. Subject to Subsection (b), the Annual Maintenance Fee set forth in the Schedule of Service Charges compensates Contractor for providing the Maintenance Services. The Annual Maintenance Fee includes loaner equipment on an (as needed basis). All other work is subject to Subsection (b)("Surcharges"). Unless otherwise agreed, the Contractor shall receive (or shall provide appropriate credit for) the pro-rated amount of any adjustment to the Annual Maintenance Fee on account of changes to the Schedule of Covered System Components implemented in accordance with Section 1(b) ("Changes in Covered System"). Any resulting increase in the Annual Maintenance Fee shall be paid by Customer within thirty (30) days after such equipment is added.
- b. Surcharges. To the extent Contractor provides services subject to a specific surcharge authorized hereunder (including Section 2(c) ("Other Billable Maintenance Service") or provides other services beyond the scope of what is covered by Section 5(a) ("Annual Maintenance Fee"), the Customer shall pay Contractor the "Surcharge Rate" set forth in the Schedule of Service Charges (or Contractor's then prevailing rates if not specified therein).
- c. Price Changes. Unless otherwise agreed in writing, the same Annual Maintenance Fee and Surcharge Rates in effect upon expiration of the Initial Term of this Agreement shall also apply during any Renewal Term.
- d. Out-of-Pocket Costs & Certain Taxes. Except as otherwise specifically set forth herein, prices quoted do not include and Customer shall reimburse Contractor for its cost of travel (air and cab fare, lodging, auto rental or local mileage, per diem, etc.) and out-of-pocket costs for photocopying, regular and expedited shipping, long distance telephone and the like, which shall be invoiced at cost plus ten (10) percent. Customer shall pay, indemnify and hold Contractor harmless from all sales, use, gross receipts, value-added, personal property or other tax or levy (including interest and penalties) imposed on the services, software or spare parts provided hereunder.
- e. Invoices & Payment. The Annual Maintenance Fee shall be invoiced in monthly, upon execution of this Agreement and at the beginning of each month thereafter during the Term. Any other amounts due hereunder, including the applicable Surcharge Rate and any reimbursable out-of-pocket costs, shall be invoiced monthly as services are rendered. Customer shall pay amounts invoiced under the terms of this Agreement within thirty (30) days after receipt of invoice. Customer may not withhold or "setoff" any amounts due hereunder. Contractor reserves the right to stop work without prejudice until all amounts determined by Contractor to be due are paid in full. Any late payment shall be subject to any costs of collection (including reasonable legal fees) and shall bear interest at the rate of one and one-half (1.5) percent per month or fraction thereof until paid.

6. Term, Termination. The term of this Agreement ("Term") shall commence on the date last below written and shall continue in full force and effect for a period of one (1) year or prorated "year to date" if initiated prior or post fiscal calendar year, unless terminated earlier on account of either party's default which remains uncorrected after following the procedures set forth in Section 14 ("Default"). Termination shall have no effect on the parties' rights and obligations under Section 7 ("Proprietary Rights"), Section 8 ("Confidential Information"), Section 9 ("No solicitation") or Section 20 ("Compliance with Export Regulations").

7. Proprietary Rights.

- a. Third Party Software. Any releases, updates or other software provided by third parties and incorporated into or used in conjunction with the Covered System ("Third Party Software") shall be governed by the terms and conditions of the license agreement accompanying or otherwise applicable to such Third Party Software.
- b. Custom Work Product Defined. "Custom Work Product" means, solely with respect to this Agreement, the resulting software updates, releases, corrections and enhancements, if any, (including all functional and technical designs, programs, modules, code, algorithms, flowcharts, data diagrams, documentation and the like) created by Contractor after the effective date of this Agreement on behalf of Customer and in the course of rendering Maintenance Services hereunder. Custom Work Product does not include any Third Party Software, Covered Software, or any pre-existing software owned by Contractor or by any third party and incorporated or "embedded" into the Custom Work Product ("Embedded Software"). The provisions of this Agreement have no bearing on the ownership or use of any Covered Software.

- c. Ownership of Custom Work Product. Customer shall own all right, title and interest to all Custom Work Product. Contractor expressly acknowledges and agrees that all such Custom Work Product constitutes "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) owned exclusively by Customer and, alternatively, hereby irrevocably assigns to Customer all ownership rights and irrevocably waives all other rights (including moral rights) it might have in Custom Work Product. Upon termination hereof, Contractor shall turn over to Customer or destroy all copies of Custom Work Product.
 - d. License to Embedded Software. This Agreement conveys no ownership rights to Customer with respect to Embedded Software, and Customer is granted a paid-up, perpetual, nonexclusive license to use the Embedded Software strictly as an integral part of, and in conjunction with, Customer's use of the Custom Work Product and for no other purpose.
8. Confidential Information.
- a. Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information of the other party including, without limitation, technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.
 - b. Covenant Not to Disclose. With respect to the other party's Confidential Information, the recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any person or entity, except to its own employees having a "need to know" (and who are themselves bound by similar nondisclosure restrictions), and to such other recipients as the other party may approve in writing; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither party nor any recipient may alter or remove from any hardware, software or associated documentation owned or provided by the other party any proprietary, copyright, trademark or trade secret legend. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own confidential information.
9. No solicitation. During the Term and for a period of one (1) year thereafter, Customer agrees not to hire, solicit, nor attempt to solicit, the services of any employee or subcontractor of Contractor without the prior written consent of Contractor. Violation of this provision shall entitle Contractor to assert liquidated damages against the Customer equal to one hundred fifty (150) percent of the solicited person's annual compensation.
10. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of Section 7 ("Proprietary Rights"), Section 8 ("Confidential Information") or Section 9 ("No solicitation") would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.
11. Warranties.
- a. Assignment of Manufacturers' Warranties. With respect to all spare parts and to the extent, if any, that Covered System Components manufactured by a third party was purchased or leased by or through the Contractor, and with respect to all releases or updates to Third Party Software Products provided hereunder, the Contractor hereby assigns to Customer (to the extent assignable) all manufacturers' and vendors' warranties pertaining to the Covered System Components. To the extent coverage under any such assignable warranty exceeds Contractor's obligation to provide Maintenance Services hereunder, the Customer shall look solely to the applicable manufacturer or vendor for performance of such additional service.
 - b. Limited Warranty on Maintenance Services. Subject to the terms and conditions of this Agreement (including Customer's compliance with Section 4 ("Certain Customer Responsibilities")), Contractor represents and warrants during the Term hereof that it will use its best efforts to perform Maintenance Services in a competent and workmanlike manner. Contractor does not warrant that the Covered System, spare parts or loaner equipment (if any) will be entirely free from malfunction or that Maintenance Services will always be successful. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION ("WARRANTIES") THE CONTRACTOR HEREBY DISCLAIMS WITH RESPECT TO ALL SERVICES, SPARE PARTS & COMPONENTS AND LOANER EQUIPMENT (IF ANY) PROVIDED HEREUNDER, ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE.
 - c. Certain Customer Assurances. Except to the extent otherwise disclosed in the Schedule of Covered System Components, Customer represents and warrants that on the effective date of this Agreement the Covered System functions substantially in accordance with the Specifications.
12. Limitation of Remedies & Liabilities. The parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk:

- a. Remedies. Except for certain injunctive relief authorized under Section 10 ("Injunctive Relief"), Customer's sole and exclusive remedies for Contractor's default hereunder shall be (I) to obtain the repair, replacement or correction of the defective services or spare parts to the extent warranted under Section 11 ("Warranties") or, if Contractor reasonably determines that such remedy is not economically or technically feasible, (ii) to obtain an equitable partial or full refund of amounts paid with respect to the defective services or spare parts.
- b. Liabilities. EXCEPT FOR DAMAGES ARISING FROM BODILY INJURY CAUSED SOLELY BY THE NEGLIGENCE OF CONTRACTOR, CONTRACTOR SHALL NOT BE LIABLE FOR ANY AMOUNT EXCEEDING THE TOTAL PORTION OF THE CONTRACT PRICE ACTUALLY PAID BY CUSTOMER. IN NO EVENT SHALL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS, PROFIT OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT.
13. Notices. Legal notices sent to either party shall be effective when delivered in person or transmitted by telecopier ("fax") machine, one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the address set forth above, or at such other address as the parties may from time to time give notice. A facsimile of this Agreement and notices generated in good form by a fax machine (as well as a photocopy thereof) shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.
14. Default. Either party may be declared in default of this Agreement if it breaches any material provision hereof and fails within ten (10) days after receipt of notice of default to correct such default or to commence corrective action reasonably acceptable to the other party and proceed with due diligence to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days.
15. Disputes, Choice of Law. Except for certain emergency judicial relief authorized under Section 10 ("Injunctive Relief") which may be brought at any time, the parties agree that all disputes between them shall first be subject to the procedures in Section 14 ("Default") and then shall be submitted for informal resolution to their respective chief operating officers. Any remaining dispute shall be submitted to a panel of three (3) arbitrators, with each party choosing one (1) panel member and the third member chosen by the first two (2) panel members. The proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award of the arbitrators shall include a written explanation of their decision, shall be limited to remedies otherwise available in court and shall be binding upon the parties and enforceable in any court of competent jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND PENNSYLVANIA, AND ANY ACTION SHALL BE INITIATED AND MAINTAINED IN A FORUM OF COMPETENT JURISDICTION IN SUCH DESIGNATED STATE.
16. Independent Contractor Status. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Each party shall remain responsible, and shall indemnify and hold harmless the other party, for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to themselves and their respective people.
17. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not create any conflict of interest prohibited by the United States government or any other domestic or foreign government and shall promptly notify the other party if any such conflict arises during the Term.
18. Insurance, Indemnity. Each party shall maintain adequate insurance protection covering its workers and their respective activities hereunder, including coverage for statutory workers' compensation, comprehensive general liability for bodily injury and property damage, as well as adequate coverage for vehicles. Each party shall indemnify and hold the other harmless from all liability for bodily injury, death, tangible property damage or other costs and expenses (including attorneys' fees) resulting from the acts or omissions of its own officers, agents, employees or representatives.
19. Government Contract Special Provisions. If this Agreement is in support of a contract with the United States Government, Contractor agrees to provide all services or spare parts in accordance with the following special provisions (check those that apply):

___ Quality Control

___ Certifications and Representations

___ Ethics Certification

___ Supplemental Statement of Work

___ Special Conditions

20. Compliance with Export Regulations. Customer has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; shall indemnify and hold Contractor harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the spare parts or other technology to be developed or provided herein. Customer shall take no action, nor omit to take any required action, which would cause either party to violate the Foreign Corrupt Practices Act of 1977 or the U.S. Export Administration Regulations.
21. Miscellaneous. This document, any applicable provisions under Section 19 ("Government Contract Special Provisions"), and the accompanying Schedules constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred or assigned without the other party's prior written consent and any attempt to the contrary shall be void. Neither party shall be liable for delays caused by events beyond its reasonable control, including the inability of Contractor to secure adequate supplies of spare parts or components. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

(CRT Services Inc.)

(_____)

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Schedule of Covered System Components

A. Street Address of Site for Covered System: (_____)

Description of Covered Systems:

- All internal Surveillance Servers & Workstations
- All internal Monitors & surveillance production systems
- All Network equipment (Purchased & installed by CRT) including routers and switches.
- Security system including DVR, NVR & Cameras
- Alarm System including control boards & Photo Electric Beams
- Surge protection equipment installed by CRT
- CCTV monitors, joysticks, key controllers and viewing / control apparatus

Covered Software Support Description: _____ Operating Platform

- | | |
|---|------------|
| • Cortex / 32 Channel DVR Platform | Linux |
| • Cortex / Hi Definition IP 8MP Cameras | CTZ |
| • All equipment drivers, updates & firmware | Integrated |

Scheduled Preventative Maintenance Service

Scheduled Preventative Maintenance Service visits will begin from the date of signed agreement and continue for (1) year or pro-rated calendar year as described in Section 6. Preventative Maintenance visits will be performed in 90-day increments (4 per year) Each visit will entail the following:

- Clean and maintain existing DVR's / NVR
- Upgrade DVR / NVR firmware if applicable
- Clean all connected camera's lens, inner & outer dome
- Review local logs for device errors
- Verify connectivity from source to term point
- Perform diagnostics on all attached equipment and report fault findings for remediation
- Provide training to authorized staff in applications / process of CCTV systems
- Perform Focus adjustments as needed to connected camera's
- Perform PTZ calibration to applicable PTZ camera's as needed
- Apply DVR IP / DDNS connectivity updates on all remote devices
- Check Systems logs and correct any issues discovered
- Verify Backups – (Optional backup platform)
- Replace damaged equipment as needed (Equipment included in option 1 PMA)

Schedule of Service Charges

Option 1: Annual / Monthly (All inclusive) Maintenance- Complete Infrastructure coverage with Equipment Replacement.
Preventative Maintenance Fee _____ payable in monthly increments of _____
(_____). (Invoices for Preventative Maintenance will be billed in
rears and due 30 days upon receipt of invoice).

Option 2: Annual / Monthly (Ala Carte) Maintenance- Complete Infrastructure coverage without Equipment Replacement.
Preventative Maintenance Fee: \$ _____ (_____) payable in monthly increments
of \$ _____ (_____). (Invoices for Preventative Maintenance will be billed in rears and due 30
days upon receipt of invoice).

Surcharge Rate (any additional work performed outside the scope of this agreement):
\$125.00 Per hour 1st technician / \$65.00 Per hour, per additional technician.

Overtime Rate (any additional work performed outside the scope of this agreement):
\$175.00 Per hour 1st technician / \$95.00 Per hour, per additional technician.

Any additional work performed out of maintenance work scope must be approved by both parties prior to commencement.

Tab 4



State of Florida Pool Contractor, License # CPC1457968

Custom Proposal Prepared For

Meadow Pointe IV CDD

Pool resurface

By Jack Pink
The Pool Works of Florida
October 7, 2022



Commercial Pool Construction, Renovation & Innovation

The Pool Works of Florida, Inc.
9191 130th Avenue North | Largo, FL 33773
Phone 727.938.8389 | Fax 727.938.5594 | www.thepoolworks.com



State of Florida Pool Contractor, License # CPC1457968

Company Profile

The Pool Works is a fully licensed and insured specializing in commercial pool construction, renovation and innovation. We've been in business since 1996. Donald Ball Sr., President & CEO is the State of Florida License holder for the company and has been in the industry since 1986. Our Company has a commitment to quality with every project and we are extremely proud of our reputation. A list of completed projects has been included with your proposal for your review. There are a number of quality companies in our area that we enjoy competing with every day. Unfortunately, there are an equal number of undesirable companies as well.

The Pool Works is one of the industry's finest pool renovation specialists. We continue to be recognized for our quality craftsmanship and design specialties. Customers choose us when they want a partner that offers excellence in quality workmanship, utilizing the best materials available. Our team is staffed with the top consultative experts, tradesmen and support staff, ensuring that your project is safe and professional from start to finish.



Construction | Renovation | Repairs & Service | Pool Furniture

The following resources are available to verify licensing and business practices.

Better Business Bureau



www.bbbwestflorida.org
727-535-5522

Pinellas County Construction Licensing Board



www.pcclb.com
727-536-4720

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PUBLIC SWIMMING POOL RESURFACING CODE REQUIREMENT EXPLANATION

The following survey details the changes that are required for the pool to meet current code. These changes are required when the pool is renovated. This survey is a tool to inform the property owners of the requirements. The Health Dept. will perform an inspection after the work is completed to assure the property owner that current code requirements have been met.

This is very important to ensure the proposal is accurate and prevent expensive change orders later. It is unlawful for a company to begin construction or modification to any public pool without first having received written approval from the Health Dept.

The existing step tile must be replaced with a permanent, continuous, dark color tile to highlight the step area. The tiles must also be NON-SKID.

The existing gutter tile does not meet code. They must be replaced with NON-SKID tile.

The existing depth marker tiles will be replaced.

International "No Diving" tiles are required by code.

The existing gutter grates will be replaced with new fittings, frames and grates. They also need to be made flush with the gutters.

Upon inspection the gutter of the pool does not meet code. Gutter slope from lip of gutter to gutter drain must be increased downward, not to exceed 2 inches. The lip of the gutter must be level, within 1/4" overall.

A new VGB compliant main drain frame and grate will be installed.



State of Florida Pool Contractor, License # CPC1457968

POOL RESURFACING PROPOSAL

Submitted To: Meadow Pointe IV CDD

Date: October 7, 2022

Work to be performed at: 3902 Meadow Pointe Blvd. Wesley Chapel 33544

Point of Contact: Lori Stanger; mpivclub@live.com; 813-973-3003

Pool Size:	Length 75'	Perimeter 288'	Total Square Footage
	Width 55'	Depth 3' to 6'	4855'

We hereby submit specifications and estimates for renovations of a swimming pool. We agree to furnish materials and labor to complete renovation. All work to be completed in compliance with attached specifications.

Perform 24 hour Static Water Test to verify Water Loss		INCLUDED
Refinish pool interior with HYDRAZZO		\$41,268.00
Refinish gutters with HYDRAZZO		\$ 7,200.00
Install gutter fittings, frame & grates	Qty. 30 Grates	\$ 840.00
Install upper tile	288 Lin. Ft.	\$ 7,200.00
Install lower tile	282 Lin. Ft.	\$ 7,050.00
Install NON SKID step tile as per code	85 Lin. Ft.	\$ 2,125.00
Install Belly Band Tile	65 Lin. Ft.	\$ 1,105.00
Install lap lane, T's & targets	276 Lin. Ft.	\$ 4,140.00
Install VGB Compliant main drain frame and grate	Qty. 4	\$ 500.00
Install Depth Markers as per code	Qty. 68 tiles	\$ 3,400.00
Install International "No Diving" tiles	Qty. 14 tiles	\$ 420.00

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POOL RESURFACING PROPOSAL

Submitted To: Meadow Pointe IV CDD

Date: October 7, 2022

Work to be performed at: 3902 Meadow Pointe Blvd. Wesley Chapel 33544

Point of Contact: Lori Stanger; mpivclub@live.com; 813-973-3003

Pool Size:	Length 75'	Perimeter 288'	Total Square Footage
	Width 55'	Depth 3' to 6'	4855'

We hereby submit specifications and estimates for renovations of a swimming pool. We agree to furnish materials and labor to complete renovation. All work to be completed in compliance with attached specifications.

Chemical Start-Up & water balance \$ 2,428.00

Permit Fees \$ 600.00

Note: After the pool is drained it will be inspected for cracks and if more cracks are found, management will be notified. The above cost for crack repair may increase at a cost of \$115.00 per linear foot.

POOL RESURFACING JOB TOTAL \$78,276.00



State of Florida Pool Contractor, License # CPC1457968

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

Submitted To: Meadow Pointe IV CDD

Date: October 7, 2022

1. Payment schedule as follows:

30% will be invoiced 60 days prior to work commencing.	\$23,482.80
50% due upon tile delivery to site.	\$39,138.00
20% due within 7 days of completion	\$15,655.20

2. Balance to be paid in full upon satisfactory completion of work.

3. Unpaid balance will incur service charges to the maximum extent allowable by law, as well as, any cost (s) of collections and attorney fees. Any and all disputes that arise during or after execution of this contract will be settled solely by the FSPA binding arbitration process.

Failure to make timely progress payments could result in delays of the project.

4. Any alterations or deviation from the enclosed specifications involving extra costs will only be executed upon written order and will become an extra charge over and above this contract.

5. The Pool Works includes removing loose plaster and patching as part of its contract however, in the event of severe loose plaster The Pool works will accept the cost of removing and replacing up to 1% of the total square footage of the pool. Any more than 1% of the square footage will be removed and replaced at a rate of up to \$4.00 per square foot and will be added to the price of the contract. Other structural problems such as cracks in the pool shell or unstable substrate may also require additional work and cost. This is an unforeseen problem. The Pool Works will make the customer aware of the problem as soon as the pool is drained and inspected.

6. PRICING GOOD FOR 30 DAYS UNLESS SIGNED AND ACCEPTED.

7. Projects won't begin without a deposit received 60 days prior to the start date.

8. ***Material Selections will need to be made in our Largo Showroom as quickly as possible after the proposal has been signed.***

All work to be in compliance with the Florida Building Code and the County Health Department.

ACCEPTANCE

The prices, specification, terms and conditions contained in this bid package are hereby accepted. We authorize the renovation project to be done.

Signature _____ Date _____

NOTE: The pricing for this proposal may increase due to the ongoing cost increases for materials.

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State of Florida Pool Contractor, License # CPC1457968

LED LIGHT PROPOSAL



Submitted To: Meadow Pointe IV CDD

Date: October 7, 2022

Work to be performed at: 3902 Meadow Pointe Blvd. Wesley Chapel 33544

Point of Contact: Lori Stanger; mpivclub@live.com; 813-973-3003

We hereby submit specifications and estimate for replacing pool lights. We agree to furnish materials and labor to complete renovation. All work to be completed in compliance with attached specifications.

Install (8) Pentair Intellibrite G5 LED Pool Lights



PENTAIR

THE MOST ENERGY-EFFICIENT LED POOL LIGHTING AVAILABLE

- The brightest and most energy-efficient white LED pool light on the market
- Energy efficient, utilizing up to 89% less energy than comparable incandescent lights

The IntelliBrite 5G white lights combine unmatched energy efficiency with superior light intensity and distribution. The exclusive design can be adjusted to create a standard, wider beam or a narrower pattern, depending on your pool's needs.



ENERGY EFFICIENCY:

- Pentair LED pool lights have a 2 year complete replacement warranty on the entire light.
- LED lights provide the equivalent of a 300 watt bulb (same as current lights in pool) while only consuming 45 watts of power. The LED lights are brighter and whiter.
- The (8) existing lights cost \$93.04 per month to operate (8) hours a night.
- LED lights will cost \$3.10 per month to run (8) hours a night.
- To replace lights with same type will cost \$5,000.00 and there is no warranty on the bulb and the fixture has a one year warranty.
- By choosing the LED lights you will save \$80.64 each month and will recoup the expense.
- The led bulbs themselves will last up to 10 years creating more savings by not having to replace bulbs.

TOTAL \$6,800.00

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State of Florida Pool Contractor, License # CPC1457968

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

Submitted To: Meadow Pointe IV CDD

Date: October 7, 2022

We hereby submit specifications and estimate for replacing pool lights. We agree to furnish materials and labor to complete renovation. All work to be completed in compliance with attached specifications.

1. Payment schedule as follows:

50% will be invoiced 60 days prior to work commencing. \$3,400.00

50% due within 7 days of completion \$3,400.00

2. Balance to be paid in full upon satisfactory completion of work.

3. Unpaid balance will incur service charges to the maximum extent allowable by law, as well as, any cost (s) of collections and attorney fees. Any and all disputes that arise during or after execution of this contract will be settled solely by the FSPA binding arbitration process. Failure to make timely progress payments could result in delays of the project.

4. Any alterations or deviation from the enclosed specifications involving extra costs will only be executed upon written order and will become an extra charge over and above this contract.

5. PRICING GOOD FOR 30 DAYS UNLESS SIGNED AND ACCEPTED.

6. Projects won't begin without a deposit received 60 days prior to the start date.

All work to be in compliance with the Florida Building Code and the County Health Department.

ACCEPTANCE

The prices, specification, terms and conditions contained in this bid package are hereby accepted. We authorize the renovation project to be done.

Signature _____ Date _____

NOTE: The pricing for this proposal may increase due to the ongoing cost increases for materials.

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State of Florida Pool Contractor, License # CPC1457968

Construction Specifications for Commercial Pool Resurfacing

JOBSITE

- Will remain as clean as possible during construction
- Will remain locked and secured at all times with no access to area while under construction
- Caution tape and signs will be posted at gates or points of entry
- Safety of workers and people close to the work area will remain the highest concern
- Inspections of any work should be done with the job supervisor present

MATERIALS

- Materials may be stored on jobsite in a neat and orderly manner
- All materials will be used in strict accordance with manufacturer specifications

PREPARATION

- All pool equipment, pool lights will be turned off
- Pool will site for 24 hour Static Water Test
- Pool will be drained with submersible pumps to storm drains or other specified area
- The hydrostatic plug will be removed and precautions taken to control ground water
- Temporary pumps may be installed to control ground water
- Pool surface will be checked for stability and sounded for any loose or delaminated pool finish.
- Fill in all hollow areas to make swimming pool surface smooth.
- The Pool Works includes removing loose plaster and patching as part of its contract, however in the event of severe loose plaster The Pool works will accept the cost of removing and replacing up to 1% of the total square footage of the pool. Any more than 1% of the square footage will be removed and replaced at a rate of up to \$4.00 per square foot and will be added to the price of the contract. This is an unforeseen problem. The Pool Works will make the customer aware of the problem as soon as the pool is drained and inspected.
- All returns will be cut back or replaced if necessary to allow for new pool finish and to ensure a new seal around them
- Install new floor inlets with diffusers and cover plates to diffuse return water into water column. Minimizes staining on pool surface
- If no new tile is being set, existing tile will be undercut for proper seal of the pool finish
- Pool light fixtures will be removed and niches internally inspected for proper sealing
- Light niches will be cut back for proper seal
- Main drain "Pot" will also be inspected for proper sealing around pipe (s)
- Ladders and grab rails will be removed if possible and anchors inspected
- Step tiles will be replaced
- Skimmers will be cut back for proper seal, if applicable
- Gutter grates and frames will be removed and replaced with new frames
- Pipes in gutter fittings will be raised if necessary and sealed
- Entire pool finish will be acid etched with hydrochloric acid
- The acid will also etch marcite to open pores and remove impurities.

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State of Florida Pool Contractor, License # CPC1457968

(Continued) Construction Specifications

- Pool surface may be bleach washed and degreased with tri-sodium phosphate if necessary
- Pool surface will be pressure washed at 3500 psi

INSTALLATION

- Pool surface will be bond coated with an SGM Bondcoat
- New pool surface will be applied at a minimum of 3/8" to 1/2" thickness
- Minimal accelerants will be used
- Pool surface will be mixed according to manufacturer directions
- Pool surface will be troweled into any voids created by cutback and packed to make seal
- Pool surface will be worked to a smooth finish
- Pool surface to be pneumatically applied
- A new VGB compliant main drain frame and grate will be installed
- Pool finish in gutters will be level and flush with grates
- Hydrazzo will be exposed and polished with a diamond pad.
- After installation is complete pool fill will start

TILE

- Existing tile will be removed if necessary or tile will be deglazed and cleaned for acceptance of new tile
- Tile on lip of gutter will be set to relevel pool according to the Florida Building Code requirements
- Tile will be set with polymer-modified thinset approved for underwater applications
- Tile will be grouted with polymer-modified grout approved for pool tile
- All pool tiles will be pool grade
- Code required depth markers would be set in tile line
- Tile at gutters will be set for a 2" drop from front to back of gutters

PERFORM POOL SURFACE START-UP (Per Manufacturer Start-up procedure)

- Pool equipment will be restarted
- The addition of a metal sequestrant will be added to pool
- Pool water chemistry will be completely balanced including Chlorine, PH, Total Alkalinity, Calcium Hardness and Cyanuric Acid

STRUCTURAL PROBLEMS AFTER DRAIN

Structural problems such as cracks in the pool shell or unstable substrate may require additional work and cost. This is an unforeseen problem. The Pool Works will make the customer aware of the problem and additional costs as soon as the pool has been drained and inspected.



State of Florida Pool Contractor, License # CPC1457968

Recent Resurface References

Bahia Del Mar I 6365 Bahia Del Mar Blvd Resource Property Management/Leah Tessler	St. Pete 727-864-0004	33715
Bahia Del Mar 5 6021 Bahia Del Mar Circle Resource Property Management/Tracy Sander	St. Pete 727-864-0004	33715
Bahia Del Mar 6 6350 Bahia Del Mar Circle Resource Property Management/Linda Kiser	St. Pete 727-864-0004	33715
Bahia Vista I 5801 Bahia Del Mar Circle Resource Property Management/Linda Kiser	St. Pete 727-864-0004	33715
Bay Island Ambassador Spa 7300 Sun Island Dr Property Manager/Joyce	S. Pasadena 727-360-2751	33707
Belle Biltmore Villas Oaks 150 Bellview Blvd Progressive Management	Belleair 727-773-9542	33756
Bonaventure Condo 3023 Bonaventure Cir Progressive Management/Simone	Palm Harbor 727-773-9542	34684
Casa Del Mar 5 6276 Sun Blvd. Resource Property Management/Vance Poland	St. Pete 727-864-0004	33715
Cedar Hollow Townhomes Cedar Hollow Lane Jim Nobles Management/Sheron Nichols	Tampa 727-441-14514	33618
Clearwater Yacht Club 803 Bayway Blvd Jack	Clearwater Beach 727-447-5135	33767
Coachman Creek 2625 SR 590 Clara Schultz, Manager	Clearwater 727-797-9701	33759
Country Club Condominium 1200 Country Club Dr. Community Management Concepts, Patricia England	Largo 727-364-4690	33771
Cypress Cove Townhomes 6249 W. Linebaugh Ave Management & Associates/ Joan Fissella	Tampa 813-433-2000	33625

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State of Florida Pool Contractor, License # CPC1457968

Recent Resurface References (Continued)

East Lake Woodlands Condo 5 101 Lakeview Place Rick/Maintenance	Oldsmar 727-773-6902	34667
Edgewater Arms Condo 622 Edgewater Dr Progressive Management/Bob	Dunedin 727-733-1896	34698
Forest Wood 8234 Long branch Drive Creative Property Management/ Marney	Port Richey 727-478-4917	34668
Franklin Square East 1480 Brier Ct Calibre Management/Ray	Palm Harbor 727-796-1996	34683
Glen Eagles Condominium 2600 Cypress Pond Road Citadel Property Management/Jim Ranalo	Palm Harbor 727-938-7730	34683
Glen Ellen MHP 2882 Gulf to Bay Blvd ELS Properties Mike Bowering	Clearwater 727-797-5432	33759
Golden Gate MHP Spa 8201 40 th Street North Robert	Pinellas Park 727-577-9205	33781
Heritage Isles Golf & Country Club 10630 Plantation Bay Dr. John Browne/Manager	Tampa 813-907-7388	33647
Highland Lakes HOA 3300 MacGregor Drive Carl/Maintenance Director	Palm Harbor 727-643-4125	34684
Hillcrest Mobile Home Park 2346 Druid Road Park Manager, Mike	Clearwater 727-535-7906	33764
Imperial Pines 3074 Eastland Blvd Progressive Management/Curt Young	Clearwater 727-773-9542	33756
Mariner Village 1531 Klosterman Road Progressive Property Management/Linda	Tarpon Springs 727-773-9542	34689
Palma Del Mar 2 6218 Palma Del Mar Blvd Qualified Property Management/Tracey	St. Petersburg 727-869-9700	33715

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Recent Resurface References (Continued)

Palma Del Mar 3 6268 Palma Del Mar Blvd Tom Counihan/Board President	St. Petersburg 727-865-0192	33715
Palma Del Mar 4 6322 Palma Del Mar Blvd Del-Mar Property Services/Randy Miller	St. Petersburg 727-656-3791	33715
Palma Del Mar 5 6218 Palma Del Mar Blvd Qualified Property Management/Lydia Mascato	St. Petersburg 727-869-9700	33715
Penthouse Groves 1655 South Highland Ave Progressive Property Management/Tom Reardon	Clearwater 727-773-9542	33756
Philippe Bay Townhomes 2020 Philippe Parkway Resource Property Management/Mary Hadnott	Safety Harbor 727-796-5900	34695
Pine Ridge at Sugar Creek 13212 Slash Pine Dr Creative Management/Lisa Remick	Hudson 727-478-4909	34667
Quiet Waters 19931 Gulf Blvd. Minute Men Property Management/Bill Prout	Indian Shores 727-593-3265	33785
Ranchero Village 7100 Ulmerton Road Property Manager/Deborah	Largo 727-536-5573	33771
Royal Palms 400 Lake Ave Peter Sala/ Plant Operations Director	Largo 727-385-2997	33771
Sandal Cove 1001 Bayshore Blvd. Progressive Property Management/ Katherine Ganglhoff	Safety Harbor 727-773-9542	34695
Sarasota County Arlington Complex 2650 Waldemere St. Jose Duque, Pool Maintenance Supervisor	Sarasota 941-315-0155	34239
Sheraton Sand Key 1160 Gulf Blvd Seaway Resorts/John Agliano	Clearwater Beach 727-593-6000	33767
Shipwatch Yacht and Tennis Club CMC Property Management/Clara Carlucci	Largo 727-595-9300	33744

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Recent Resurface References (Continued)

Shore Mariner 18304 Gulf Blvd Manager, Denny	Redington Shores 727-393-8137	33708
Surfside Condominium 11 Idlewild St Jim Nobles Management/Richard Drago	Clearwater Beach 727-441-1454	33767
Sunset Palms 3401 Gandy Blvd Manager, Richard Thomas	Pinellas Park 727-577-0287	33781
Tampa Bay Yacht and Tennis Club General Manager/Scott Fairbairn	Tampa 813-831-8665 ext 225	33611
Tarpon Shores MHP 40274 US Hwy 19 N Manager/ Michael Kostare	Tarpon Springs 727-938-2600	34689
The Childrens Home 10909 Memorial Hwy Charles	Tampa 727-599-5439	33615
Versant Place Apts 1010 Versant Drive Victoria/Manager	Tampa 813-655-1957	33511
Viewpoint on the Bay 55 Rogers Street Tom Vanhoose Board Member	Clearwater 727-812-4317	33756
Westlake Village HOA 810 Village Way Carl/Board Member	Palm Harbor 727-643-4125	34683
Windsor Club @ Legacy Park 9905 Windsor Club Drive Lacey Haker/Manager	Riverview 813-246-4334	33578



State of Florida Pool Contractor, License # CPC1457968




Approved Applicator

This certificate certifies that

The Pool Works of Florida

*has completed the Hydrazzo® Polished Marble
Approved Applicator Training Program
and is authorized to offer a 10-year limited warranty*

Signature 
Tim Wills, National Sales Coordinator

Date: 9/26/14





State of Florida Pool Contractor, License # CPC1457968

April 12, 2021



AQUAVATIONS

Dear Mr. Ball,

*The Pool Works of Florida
9191 130th Avenue N.
Largo, FL 33773*

As one of our original and largest certified Hydrazzo applicators, you have achieved the Aquavations 25-year award. With your professional craftsmanship, attention to detail and loyal dedication, you may now offer the highest designation of the Hydrazzo extended warranty. This is awarded to a very select group and is a testament to your superior knowledge of the Hydrazzo product, and the application therein.

This achievement comes with years of conscientious product application, unparalleled customer service, and pool owner training of Sound Technical Practices for start-up and maintenance. Our records reflect that Pool Works of Florida has never had a customer complaint or material claim in the past 25 years. This recognition is the highest compliment and designation offered by Aquavations Corp. It is with great pride that we provide this designation to Pool Works of Florida.

Regards,

Blaine Johnson
National Sales Manager
CL Industries/Aquavations

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State of Florida Pool Contractor, License # CPC1457968



Pool/Spa Finish Warranty



Aquavations Corporation provides a 10 Year Limited Warranty for Hydrazzo pool/spa finishes.

Aquavations Corp. is a worldwide leader in advanced, pre-blended exposed aggregate coating systems for the modern swimming pool. Our mission is to develop dependable, pre-blended pool plaster systems using basic and advanced technology from years of experience and hands-on applications. We have developed new and improved products, superior to any other, utilizing the earth's finest raw materials. A combined 40 years of work in the industry has produced pool surface technology unrivaled in appearance and durability.

This is exclusive for The Pool Works and its customers!



The Pool Works of Florida, have achieved a 22 Year Award for Craftsmanship and Loyal Dedication from Aquavations Corp. allowing us to offer the highest designation of the Hydrazzo Extended Warranty.

We provide an additional 10 Year Extended Limited Warranty, which warrants the same coverage as the initial 10 Year Limited Warranty.

Combined, this gives our customers a 20 Year Limited Warranty. If we are awarded the contract for your project, we will provide the extended warranty of 10 years to cover your Hydrazzo pool finish.

We at The Pool Works of Florida, Inc. will always provide the best craftsmanship and quality for every project we are awarded.

Donald Ball

Donald Ball, President

The Pool Works of Florida, Inc.
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State of Florida Pool Contractor, License # CPC1457968

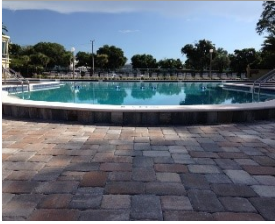


5 Year Workmanship Warranty

The Pool Works of Florida warrants its installation of all materials utilized in all of its construction/renovation projects. The intent of the warranty is to give assurance that all workmanship is completed in accordance with manufactures' specifications and installation guidelines. This warranty is for a period of (5) five years after completion of project.

This warranty excludes damage caused by structural failure, physical abuse and/or improper maintenance.

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Phone 727.938.8389 | Fax 727.938.5594 | www.thepoolworks.com



commercial construction

For nearly two decades we have developed a commercial portfolio with a wide range of solutions for new construction projects. We partner with manufacturers that share the same philosophy of supplying the best product and standing behind it.

Pools, Spas, Decks, Filtration Systems, Heating Solutions, Pavers, Splash Pads, Water Features, Custom-Cast Coping, Equipment Paks

renovation

With a full line of renovation services, we'll review the status of your commercial environment and explore the options. Whether a simple renovation or scalable upgrades, we'll discuss changes to ensure compliance according to the Florida Administrative Codes.

- Pool & Spa Resurfacing, Equipment Upgrades, Tile Replacement
- Ladders, Handrails, Main Drain Grates Pavers, Equipment Paks
- Deck Resurfacing, Paver Installations
- Custom-Cast Coping, Water Features, Splash Pads
- Heating Solutions, Salt Chlorination Systems
- LED Lighting Solutions, Health Department Code Upgrades

pool & spa finishes

With nearly twenty years of hands on industry experience, we can say that we work with the best manufacturer of commercial pool and spa finishes. We have been a partner with CL Industries for nearly 17 years. Their finishes come with a 10 year warranty, however due to our expertise they allow us to offer an exclusive Extended 10 Year Warranty.

Hydrazzo Pool & Spa Finishes

A silky smooth texture, combined with the proven durability of exposed aggregates.



repairs

The Pool Works has experienced teams prepared to address a wide range of challenges that may occur throughout the life of your commercial environment.

- Pool & Spa Pumps, Equipment Paks
- Heaters (Electric, Natural Gas, Propane, Solar)
- Filtration Systems, Salt Systems, Chlorinators, Plumbing, Leak Detection & Repair, Stain Removal, Pool & Spa Lighting, Pressure Testing inspections, Tile, Coping, Pavers, Deck Surfaces
- Repairs as a result of a Health Department Inspection

service

Pools and Spas are complex and technical structures. If you add in the moving water, chemicals and swimmers using the facilities it takes its toll. A well planned maintenance program and procedures will extend the life of your pool, spa and deck.

- Pool, Spa, Equipment, Deck Evaluations, Equipment Maintenance
- Restoring Proper Paver Elevations, Deck Repair and Sealing, Coping and Tile Repair
- Paver Cleaning and Sealing, Health Department Inspection Report Review, Consultation Services

energy efficient solutions

We offer award winning products by industry innovators and leaders that are energy efficient, eco-friendly – saving you a lot of money.

- **Variable Speed Pumps** Save up to 90%
- **LED Pool & Spa Lighting** reduces energy consumption up to 89%.
- **Heating** - Air Source Heat Pumps can save you up to 75%.
- **Salt Systems** save you 75-80% over standard chlorine solutions.

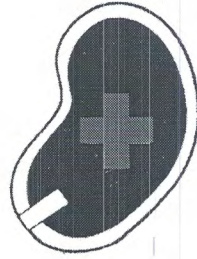


The Pool Works of Florida, Inc.
9191 130th Avenue North | Largo, FL 33773
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Blank

THE POOL DOCTOR

6995 90th Ave. North, Unit B
Pinellas Park, FL 33782
(727) 546-2400
Lic. # CPC1458389
WWW.POOLDOCTORFLA.COM



PROPOSAL

2022

\$94,852.⁰⁰

MEADOW POINTE 4
3902 MEADOW POINTE BLVD
WESLEY CHAPEL, FL 33543
(813) 944-1001

INSTALL NEW 6"X 6" SINGLE BULLNOSE WATER LINE TILE (LOWER LEVEL OF TILE) (CODE)

REASON: WHEN YOU REMARCITE THE GUTTERS YOU ELIMINATE THE SLOPE THAT THE GUTTERS HAVE. BY REPLACING THE TILE, YOU ARE ABLE TO LIFT THE TILE AND KEEP THE SLOPE OF THE GUTTERS, SO YOU HAVE BETTER SKIMMING ACTION. CODE REQUIRES A 2" SLOPE FROM FRONT TO BACK OF GUTTER.

- A. WATER LEVEL POOL
 - B. THOROUGHLY CLEAN TILE
 - C. SET HOMESOTE BOARDS
 - D. APPLY THINSET AND SET TILE
 - E. GROUT TILE
 - D. MARCITE TOP AND BOTTOM OF THE TILE
- TOTAL RUNNING FEET 285

TOTAL \$ 7,410.00 (CODE)

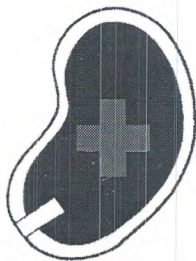
INSTALL NEW 6"X 6" SINGLE BULLNOSE TILE (UPPER ROW OF TILE WITH DEPTH MARKERS)

- A. ACID WASH AND APPLY TRISODIUM PHOSPHATE ON OLD TILE
 - B. REMOVE ALL LOOSE OR BROKEN TILE AND BLOCK IN
 - C. CUT OFF OLD BULL-NOSE OF TILE
 - D. APPLY THINSET AND APPLY TILE
 - E. GROUT TILE
- TOTAL RUNNING FEET 285

TOTAL \$ 7,810.00 (OPTIONAL BUT HIGHLY RECOMMENDED)

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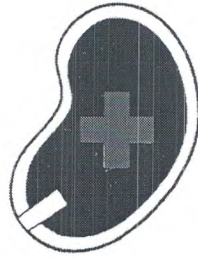
HYDRO BLAST POOL TO REMOVE ALL LOOSE MATERIAL LEAVING SUBSTRATE SOUND FOR NEW SURFACE. (HIGHLY RECOMMENDED)

- A. HYDRO BLAST POOL REMOVING ALL LOOSE MATERIAL
 - B. HAUL AWAY ALL DEBRIS
 - C. FILL IN DEEP AREAS WITH CEMENT MAKING SURFACE MORE UNIFORM FOR FINAL SURFACE
 - D. BOND COAT POOL MAKING POOL READY FOR FINAL SURFACE
- TOTAL SQUARE FEET 5771

TOTAL \$ 23,084.00 (HIGHLY RECOMMENDED)

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POOL SURFACE OPTION # 3

INSTALL HYDRAZZO BY CLI TO POOL AND GUTTER

- A. PULL HYDROSTATIC PLUG IN MAIN DRAIN
 - B. DRAIN POOL
 - C. SAW CUT LINE UNDER EXISTING TILE LINE
 - D. CHISEL AROUND RETURNS
 - E. KNOCK OUT ALL HOLLOW SPOTS IN OLD MARCITE (UP TO 5% OF POOL SURFACE AREA)
 - F. CHLORINE WASH POOL
 - G. ACID WASH POOL
 - H. APPLY BONDING AGENT TO ENTIRE POOL SURFACE (TO INSURE ADHESION)
 - I. INSTALL NEW VGBA MAIN DRAIN FRAME AND GRATE, INSTALL NEW GUTTER GRATES
 - J. APPLY HYDRAZZO 3/8" MINIMUM THICKNESS TO ENTIRE POOL AREA AND GUTTER AREA
 - K. HAND TROWEL TO A SMOOTH FINISH
 - L. REFILL AND ADJUST CHEMICALS IN POOL (14 DAYS FREE POOL SERVICE)
 - M. GO OVER PROPER CHEMICAL LEVELS WITH OWNER
 - N. GIVE OWNER A SWIMMING POOL MANUAL
 - O. GIVE OWNER FREE LIFETIME CONSULTATION
- TOTAL SQUARE FEET 5771 PLUS 285 OF GUTTER

INSTALL 2"X 6" SINGLE BULL-NOSE NON-SLIP TILE ON STEP EDGES (CODE)

dark color

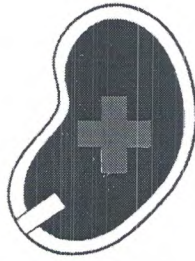
- INSTALL NEW TILE ON (4) RACE LANES (CODE)

TOTAL \$ 56,548.00

(PER HRS ALL COLOR CHOICES MUST HAVE WHITE BACKGROUND)

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*All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices; That if any substantial defect occurs in workmanship, it will be remedied without cost to the owner if written notice is given the Contractor within 2 years after the performance of such work, provided pool and equipment have been maintained in accordance with the recommendations of the service contractor. Warrantee does not cover discoloration, leaks, etching, expansions or settling cracks in tile, patio decks, coping or retaining walls. **Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate.** Warranty is non-transferrable. This proposal subject to acceptance within 15 days and is void thereafter at the option of the owner of THE POOL DOCTOR.*

In any dispute arising out of this contract including breach enforcement or interpretation, the prevailing party of such dispute shall be entitled to recover from the non-prevailing party, reasonable attorney's fees, cost and expenses whether or not suit is filed. If suit is filed it is agreed that Pinellas County shall be the venue for such proceedings. Accounts past due will be subject to a 12% per month interest charge (18% A.P.R.).

*THE POOL DOCTOR OF CENTRAL FLORIDA INC. hereby proposes to furnish labor and materials - complete in accordance with the above specifications, with payment to be made as follows. **One-third down with acceptance of proposal. Two-thirds paid as pool is filling.***

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. The Pool Doctor of Central Florida Inc. are authorized to do the work as specified. Payment will be made as outlined above.

Authorization: D. LONG

Date: 8/30/2022

Client

Signature : MEADOW POINTE 4

Date : _____

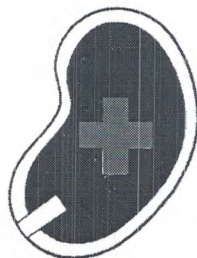
Client

Signature : _____

Specializing in Pool & Spa Service, Repair, Remodeling

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Pinellas Park, FL 33782
(727) 546-2400
Lic. # CPC1458389
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REFERENCES LIC #CPC01458389

Better Business Bureau
5830 142nd Ave North
Clearwater
727-535-5522

Bay Isle Condo (9/18)
7500 Sun Island Drive
South Pasadena

Chateau Tower (11/17)
7050 Sunset Drive South
South Pasadena

Lakeshore Ranch (5/18)
19730 Sundance Lake Blvd
Land O Lakes

One Laurel Place (7/19)
201 West Laurel Street
Tampa

Seaview Townhomes (9/17)
2661 St. Joseph Drive East
Dunedin

Tarpon Landings HOA (3/19)
2124 Tarpon Landings Drive
Tarpon Springs

Pinellas County
Construction
Licensing Board
727-536-4720

Bell Channelside Apartment (10/17)
1120 E. Twiggs Street
Tampa

Harbour Isles (1/19)
121 Spindle Shell Way
Apollo Beach

Lexington Oaks CDD (10/16)
26304 Lexington Oaks Blvd
Wesley Chapel

Park Crest (3/19)
700 S. Harbour Island Blvd
Tampa

Seven Oaks Clubhouse (12/19)
2910 Sports Core Circle
Wesley Chapel

Ultimar 1 HOA (3/19)
1520 Gulf Blvd
Clearwater

Consumer Affairs
Consumer Protection
727-464-6200

Belleair Towers (7/16)
1100 Ponce De Leon Blvd
Clearwater

Innisbrook (11/17)
36750 US Hwy 19 N
Palm Harbor

Madeira Beach (11/17)
210 Medallion Blvd
Madeira Beach

Sandbar Townhomes (2/20)
751 Pinellas Bayway South
Tierra Verde

South Beach #4 (1/19)
1480 Gulf Blvd
Clearwater

White Hall Apartment (10/19)
3301 58th Ave S
St. Petersburg

Tab 5



Meadow Pointe IV Community Development District Waterway Inspection Report

Reason for Inspection:

Quality Assurance

Inspection Date:

11/9/2022

Prepared for:

Meadow Pointe IV
Community Development District

Prepared by:

Stephen Roehm, Asst. Field Service Manager
Doug Agnew, Senior Environmental Consultant

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lakes@advancedaquatic.com

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1-800-491-9621



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Site Assessments

Pond 29

Comments:

Site Looks Good

Utilized boat to treat invasive growth in the pond bordering the Wetland Conservation area.

Water levels dropping.



Pond 30

Comments:

Site Looks Good

Vegetative growth up the bank can be trimmed to improve appearance.



Site Assessments

Pond 31

Comments:

Site Looks Good

Utilized boats to treat invasive growth in the pond shoreline bordering the Wetland Conservation area.

Water levels dropping.



Pond 32

Comments:

Site Looks Good

Nice clean edge and excellent maintenance by Landscaper.



Site Assessments

Pond 33

Comments:

Site Looks Good

Water levels dropping.

Pre-emergent aquatic herbicide applied on exposed banks to minimize future regrowth of invasive growth.



Pond 34

Comments:

Site Looks Good

Recently planted with native Sagittaria.

Pond treated for filamentous algae prior to planting.



Site Assessments

Pond 35

Comments:

Site Looks Good

Recently planted with native bare root Gulfcoast Spikerush. This native plant species will grow significantly come Spring of 2023.

Algae was treated prior to planting.

Water levels dropping.



Pond 36

Comments:

Site Looks Good

Recent filamentous algae treatment.

Erosion stabilization on shoreline has been performed.



Site Assessments

Pond 37

Comments:

Site Looks Good

Recently planted with bare root Sagittaria. Pond treated for filamentous algae prior to native planting.



Pond 38

Comments:

Site Looks Good

Beneficial native aquatic plant species continue to thrive.

Advanced Aquatic field teams will continue with spot spraying of invasive plant species with selective aquatic herbicide (TIGR).



Water levels dropping.

Site Assessments

Pond 39

Comments:

Treatment In Progress

Floating aquatic weed species

Duckweed present in November.

Treatment performed and follow up in progress.



Pond 40

Comments:

Normal Growth Observed

Marginal amounts of *Limnophila sessiliflora* starting to reappear.

Limnophila is a non native plant species native to SE Asia and is a CAT 1 Invasive/Exotic plant species on the FLEPPC list.

Treatment in progress and *Limnophila* will be under control before the end of 2022.



Site Assessments

Pond 41

Comments:

Site Looks Good

Systemic aquatic herbicide treatment has controlled submersed aquatic weed species.

Invasive grasses within native beneficial aquatic plants are browned out as a result of recent treatments with the selective aquatic herbicide TIGR.

Water levels significantly dropping.



Pond 47

Comments:

Site Looks Good

Planktonic Algae treatments recently performed.



Site Assessments

Pond 48

Comments:

Site Looks Good

Planktonic Algae treatments recently performed.



Pond 49

Comments:

Site Looks Good

Recent algae treatment performed via boat. Trace amounts of native beneficial native aquatic plants noted.



Site Assessments

Pond 50

Comments:

Site Looks Good

All Filamentous algae under control.



Pond 51

Comments:

Site Looks Good

Selective aquatic herbicide (TIGR) used to treat invasive grasses in between stands of native aquatic plants.



Site Assessments

Pond 52

Comments:

Site Looks Good

Utilized boats to treat invasive growth in the pond shoreline bordering the Wetland Conservation area.

Water levels dropping.

Very nice clean edge on bank shoreline being maintained by Landscaper.



Pond 53

Comments:

Site Looks Good

Very nice clean edge on bank shoreline being maintained by Landscaper.



Site Assessments

Pond 54

Comments:

Site Looks Good

Native plant species thriving!
Scheduled for a TIGR treatment in the future to control marginal amount of invasive grass growth located within these native planted areas.



Pond 55

Comments:

Site Looks Good

Trace amounts of native aquatic plant species.



Site Assessments

Pond 56

Comments:

Site Looks Good

Will utilize boat to treat invasive growth along the pond shoreline bordering the Wetland Conservation area.



Pond 57

Comments:

Site Looks Good

Nice example of mature native aquatic Gulfcoast Spikerush flourishing.

Will utilize boat to treat minimal invasive growth along the pond shoreline bordering the Wetland Conservation area.



Site Assessments

Pond 58

Comments:

Site Looks Good

Algae noted previously now under control.

Alligator Flag beginning to go dormant and exhibiting seasonal browning out.



Pond 59

Comments:

Site Looks Good

Utilized boats to treat invasive growth along the pond shoreline bordering the Wetland Conservation area.



Site Assessments

Pond 60

Comments:

Site Looks Good

Utilized boat to treat invasive growth along the pond shoreline bordering the Wetland Conservation area.



Pond 61

Comments:

Site Looks Good

Utilized boat to treat invasive growth along the pond shoreline bordering the Wetland Conservation area.





Management Summary & Recommendations

As we transition into the Winter season, the majority of the ponds within the CDD are in excellent condition. Advanced Aquatic's PRO-active strategies have been successful in controlling all algae, aquatic weed and invasive shoreline growth.

It's important to note that as Advanced Aquatic has controlled undesirable plant & algae species, we have done so without negatively impacting the desirable native aquatic plant growth.

Many ponds are exhibiting water levels dropping. Of course, this is normal for the post Rainy Season. Pre-emergent aquatic herbicide is being applied on all exposed banks to minimize future regrowth of invasive plant species.

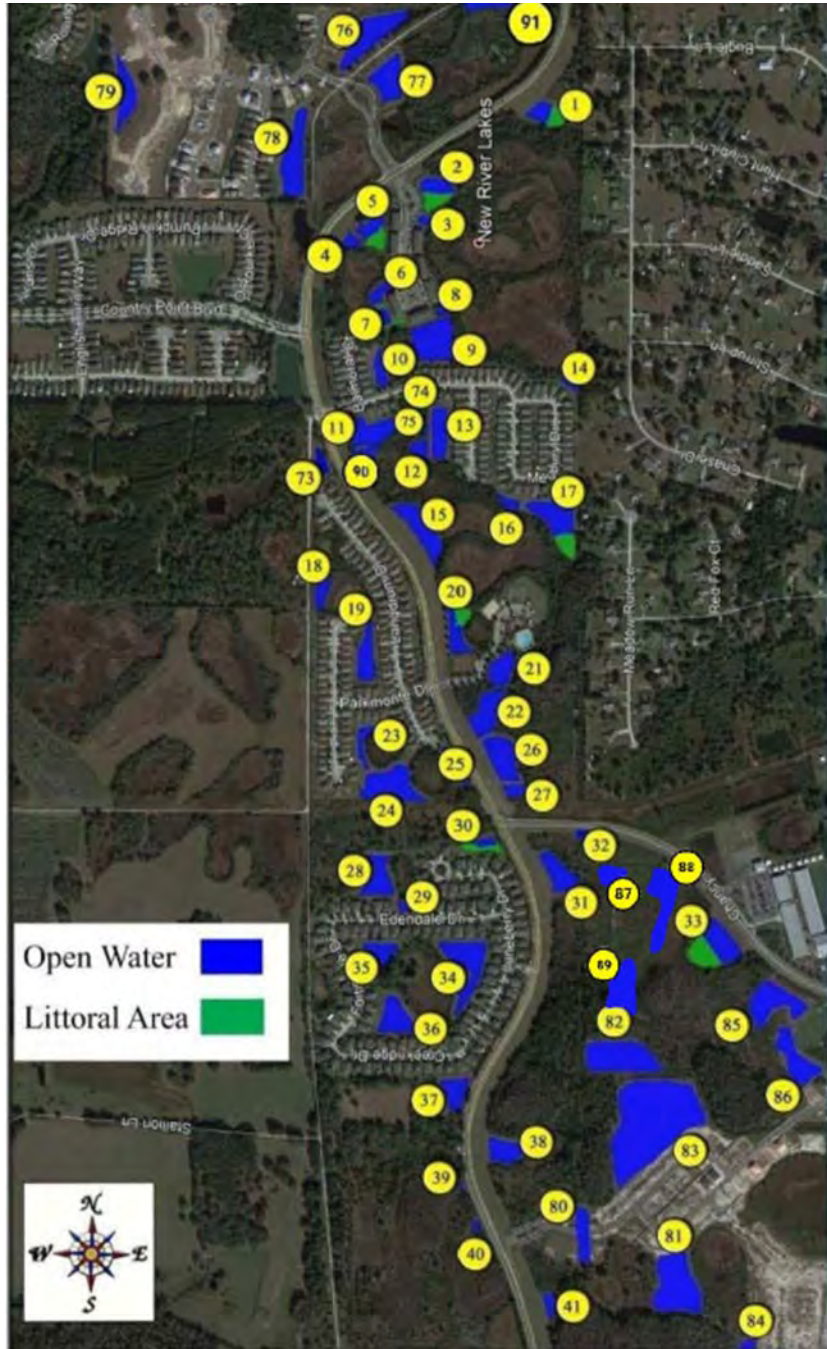
Installation of the native aquatic plants within pond #'s 34,35,37 & 76,77 & 78 was completed in early November.

We hope to have boat access to pond #64 so that we can perform the appropriate treatment applications to keep this pond in excellent condition.

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North Site Map

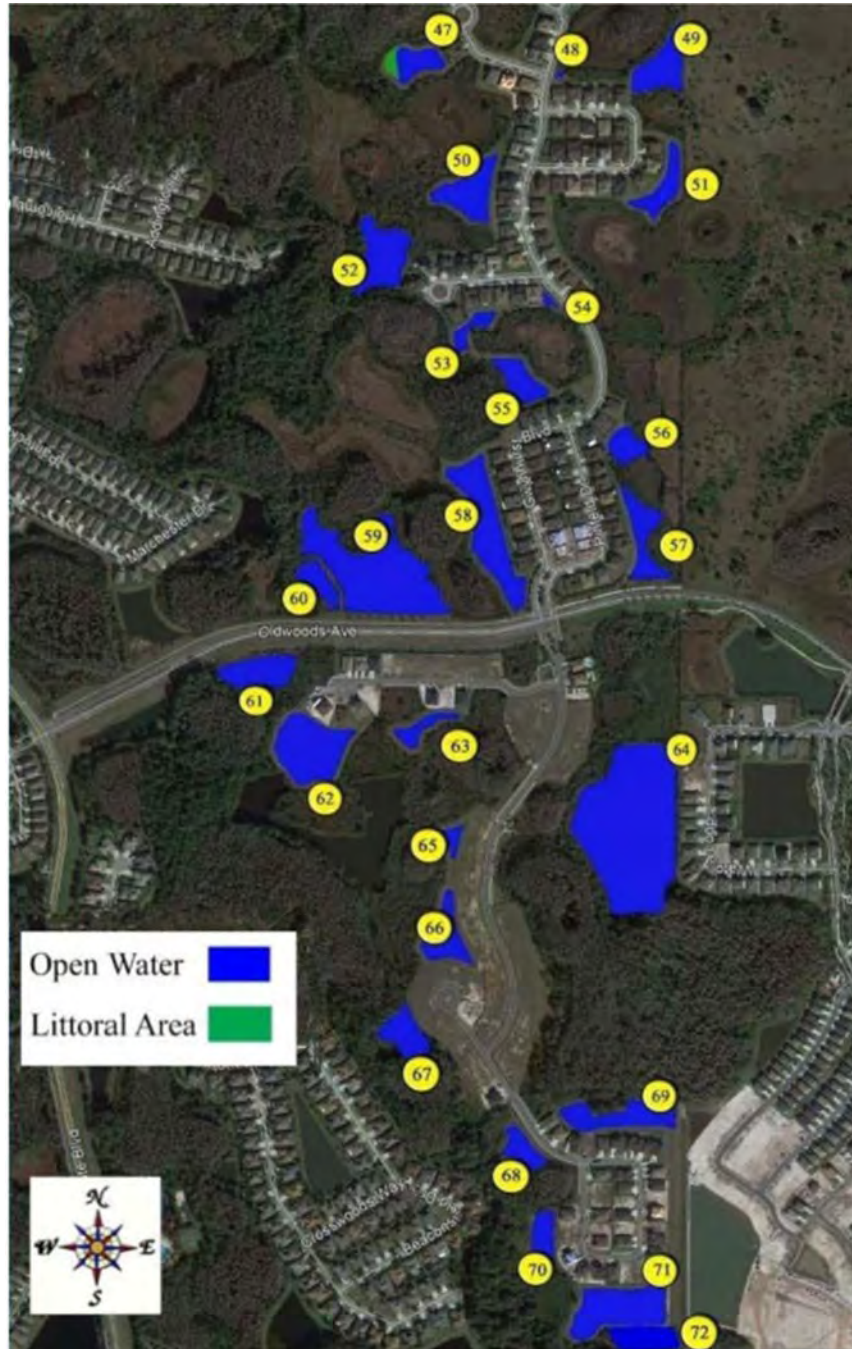


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South Site Map



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Tab 6



August 2, 2022

Meadow Pointe IV CDD
c/o Rizzetta and Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

ATTENTION: Mr. Darryl Adams, CDD District Manager

We are pleased to submit our renewal contract for aquatic management services at **Meadow Pointe IV CDD** for the upcoming year. We have been caring for your lakes since 2021 and have maintained our current pricing since then with no adjustments.

Over the last thirty years, our company has endeavored to maintain our competitive prices as much as possible. However; this past year we have seen **significant** increases in herbicide, labor, insurance and automotive costs. We find it necessary to adjust our prices to keep up with rising costs while maintaining the company's high level of quality service our customers are accustomed to from Advanced Aquatic.

Your renewal contract price has been increased by \$219.00 per month. The new monthly charge for **Meadow Pointe IV CDD** will be \$4,604.00 effective 1/1/2023.

Once approved, please sign and return the enclosed renewal contract.

We look forward to our continued working association with your fine organization.

Sincerely,

Doug Agnew

Doug Agnew,
Senior Environmental Consultant

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Proposal Date: 8/2/2022

ENVIRONMENTAL SERVICES RENEWAL AGREEMENT

This agreement made the date set forth below, by and between Advanced Aquatic Services, Inc., a Florida Corporation, hereinafter called "AAS, Inc.", and

Meadow Pointe IV CDD
c/o Rizzetta and Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

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

- 1) AAS, Inc. agrees to manage eighty-six (86) ponds with a total shoreline of approximately 73,489 linear feet located at Meadow Pointe IV CDD in Tampa Beach, Florida.
- 2) Ponds will be inspected seventy-eight (78) times per year with treatment as required (1 visit per week November 1 thru April 30, 2 visits per week May 1 thru October 31).
- 3) CUSTOMER agrees to pay AAS, Inc., its agents or assigns, the following sum for specified environmental services:

Aquatic Maintenance - Advanced Aquatic Services shall maintain all ponds (86) and drainage structures associated with the project in a condition where they are clear of any exotic and/or nuisance species of aquatic plants, algae, weeds or any other type of unsightly and/or harmful plant species, including, but not limited to, cattails (*Typha* spp.), torpedo grass (*Panicum repens*), primrose willow (*Ludwigia peruviana*) and alligator weed.

In addition, Advanced Aquatic Services shall maintain and protect any beneficial aquatic plants that are currently present, as well as, future plantings within pond design littoral shelves (to achieve improved stormwater quality) and pond perimeters (to achieve improved slope stabilization).

All chemical/herbicide treatments will be performed in a manner that does not subject any pond slope to erosion.

Herbicide applications shall be scheduled a minimum of once per week during the dry season and twice per week during the wet season. Advanced Aquatic Services shall schedule a field visit every week to review the condition of the Project Ponds, and provide written (email) reports on the condition of the ponds. Advanced Aquatic Services shall schedule a monthly walk-through with the Field Manager to review the condition of the ponds.

Litter Control - Advanced Aquatic Services shall be responsible for removal and disposal of any litter and debris within the ponds, including the shoreline, that are part of this project.

Reporting - Advanced Aquatic Services shall provide a monthly report on the condition of all ponds in the community. Report shall include photos, descriptions of work completed and a description of future planned work in the community.

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Proposal Date: 8/2/2022

(Meadow Pointe IV CDD, 2 of 3)

Chemical Testing - On a six-month basis Advanced Aquatic Services shall provide water quality testing results in a written report for the following; dissolved oxygen, temperature, pH, conductivity, phosphorus, nitrogen and ammonia. The ponds to be routinely tested would be four (4) ponds selected by the District.

Payments shall be payable in equal and consecutive monthly installments of \$4,604.00

This agreement shall have as its effective date the first day of the month in which services are first rendered to the CUSTOMER under this agreement. The length of this contract is valid for one year from that date. This contract will automatically renew every year on the anniversary date for a one-year term, unless written notice is received by AAS, INC. through certified mail canceling the service sixty (60) days prior to the anniversary date. Payment is required net thirty (30) days from invoice date.

- 4) This agreement is subject to the terms and conditions contained on pages 1-3 of this agreement.
- 5) If CUSTOMER requires AAS to enroll in any special third-party compliance programs invoicing or payment plans that charge AAS, those charges will be invoiced back to CUSTOMER.
- 6) It is the CUSTOMER'S responsibility to inform AAS, INC. of any and all work areas that are required mitigation area(s). AAS, INC. assumes no responsibility for damage to mitigation area(s) where the CUSTOMER has failed to inform AAS, INC. of said area(s).
- 7) Under shoreline grass control program AAS, Inc. will treat border grasses and brush. Certain plants such as grasses and cattails leave visible structure which may take several seasons to decompose. AAS, INC. is not responsible for such removal.
- 8) CUSTOMER agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether CUSTOMER has direct legal ownership of the water areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he had control of these areas to the extent that he may authorize the specified services and agrees to hold AAS, INC. harmless for the consequences of such services not arising out of AAS, INC.'s negligence.
- 9) Neither party shall be responsible in damages, penalties or otherwise for any failure to delay in the performance of any of its obligation hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulation, curtailment or failure to obtain sufficient material or other cause (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 10) Sixty (60) day cancellation is allowed under this Agreement if CUSTOMER feels AAS, INC. is not performing up to its contractual obligations. CUSTOMER must notify AAS, INC. by US mail, of said cancellation. All monies must be paid to AAS, INC. that are owed through the last month of service.

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Proposal Date: 8/2/2022

(Meadow Pointe IV CDD, 3 of 3)

- 11) AAS, INC. agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the negligence of AAS, INC., however, AAS, INC. shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.
- 12) Should it become necessary of AAS, INC. to bring action for collection of monies due and owing under the Agreement. CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by AAS, INC. resulting from such collection action. Palm Beach County shall be the venue for any dispute arising under this agreement.
- 13) CUSTOMER agrees to pay invoice promptly. If delinquent more than sixty (60) days AAS, INC. may cancel agreement.
- 14) AAS, INC. reserves the right, under special circumstances, to initiate surcharges relating to extraordinary increases of water treatment products and/or fuel.
- 15) This constitutes the entire Agreement of the parties; no oral or written changes may be made to this agreement unless authorized in writing by both parties.

Jack R. Anderson, President
For: *Advanced Aquatic Services, Inc.*

Authorized Customer's Signature Title

Date: _____

Print Name: _____ Date: _____

Contract Start Date: 1/1/2023

Tab 7

MEADOW POINTE IV

FIELD INSPECTION REPORT



November 23, 2022
Rizzetta & Company
Jason Liggett – Field Services Manager



Rizzetta & Company
Professionals in Community Management

Summary & Clubhouse

General Updates, Recent & Upcoming Maintenance Events

❖ Provide a date on when the Palms in the community will be completed.

The following are action items for Juniper Landscaping 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. **Orange** indicates a task to be completed by Staff and **BOLD, underlined black** indicates a question or update for the BOS.

1. Provide the district a date on when the palm trees throughout the community will be completed. They are starting to get to the point of needing to be done. (Pic 1,1a)



2. Treat the ant mounds on Meadow Pointe Boulevard and around the pond banks throughout the district once eradicated rake down the mounds.
3. Limit the water in the turf areas on Meadow Point Blvd on the west ROW these areas are mostly weeds and do not need to be watered much. The district once road construction is done will create a plan to remedy these areas.
4. Treat the Fakahatche grass on Meadow Pointe Blvd for spider mites. Once the pest is eradicated perform a cutback to the material.
5. Continue to monitor the plant material at the haven entrance. Treat with fungicides as needed.
6. Treat the bed weeds along the west and east fence lines at the Haven entrance.
7. Treat the crack weeds in the road gutters on Old woods Avenue.
8. Treat the gutter weeds throughout meadow pointe Blvd. This includes the center island at Meadow Pointe Blvd and SR 56.
9. Make sure during mowing services we are being consistent with mowing. During my inspection the West side of Meadow Pointe



Meadow Pointe Boulevard

Blvd didn't look to be mowed because of saturation. See Item number 3 to help with this issue.

10. Throughout district common areas make sure crews are pushing mowers as far into the conservation areas as possible to regain district turf areas. While this isn't a widespread issue in the district there are areas that we can improve on.

11. The district is currently on Biweekly mowing However Juniper should still be doing detail work weekly per the scope. This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.)



Tab 8



TO: Meadow Pointe IV – Rizzetta & Company

DATE: 10-7-2022

PHONE: 813-533-2950 **EMAIL:** jliggett@rizzetta.com

ADDRESS: 9428 Camden Field Parkway, Riverview, FL 33578

JOB NAME: Meadow Pointe IV CDD conservation Cutbacks

ADDRESS: 3902 Meadow Pointe Blvd, Wesley Chapel, FL 33543

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR THE FOLLOWING:

- Manual cutbacks of the wood line of the conservation areas listed on the map provided. Cutback distance will be 6 feet with the exception of areas too steep to achieve that width. Mature non invasive trees may be left, but anything up to 20 feet will be trimmed.
- Forestry mulching equipment will be used as well as chainsaws. Estimated time to completion is approximately 10 days.
 - SYTE will make a diligent effort to not disturb turf along the perimeter but will not be responsible for replacement of disturbed turf.

TOTAL: \$24,600

MULBERRY OFFICE:
174 NW NINTH AVE
MULBERRY, FL 33860
PHONE: 863-943-6155



TERMS AND CONDITIONS OF PAYMENT

NET 15 DAYS

Prices quoted are valid for 20 days from the date of this proposal.

Thank you for the opportunity to work with you on this project.

Sincerely,

James "PJ" Piney
SYTE LAND MANAGEMENT
863-797-9970

The undersigned parties warrant that they are authorized representatives of their respective companies or residence and have the requisite authority to bind their employer and/or principle.

Client Signature: _____ **Date:** _____

Print Name / Title: _____

SYTE Land Management.

Signature: _____ **Date:** _____

Print Name / Title: _____

MULBERRY OFFICE:
174 NW NINTH AVE
MULBERRY, FL 33860
PHONE: 863-943-6155



General Terms and Conditions

Estimate Approval: The authorizing party automatically enters a contract with SYTE when they confirm their estimate, pay a deposit, and/or verbally agree to the description and cost via our scheduling application. The authorizing party cannot request additional work from the crew directly unless it is approved by the project manager, and the additional costs are expressly approved by the authorizing party.

Scheduling: Job scheduling is dependent on weather conditions, workload, and geographic relationship to other scheduled work and other unforeseen issues. SYTE will do our best to meet all scheduled work dates but shall not be liable for damages due to delays. If the client requires that they be on site the day of the job, this must be expressed when confirming the estimate. If times are given, they are approximate, and SYTE will not be held responsible for being late or early.

Cancellation of Work: The customer shall provide at least 24 hours advance notice of any full or partial work cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$250.00 for incurred expenses. If the job site is made inaccessible to the crews of SYTE because of parked vehicles or other obstructions a \$300 fee will be assessed.

Withdrawal of Proposal by SYTE: Proposals for work expire within 90 days of estimate unless otherwise noted. SYTE reserves the right to withdraw a proposal for any reason. In cases where SYTE withdraws a proposal (before work has begun), all deposits and payments will be refunded.

Completion of Contract: SYTE agrees to do its best to meet performance dates but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control.

Insurance by Contractor: SYTE warrants that it is insured for liability resulting from injury/damage to person(s) or property and that all employees are fully covered by Workers' Compensation as required by law. Current Certificates of Insurance are available upon request.

Safety & Tree Care Standards: All SYTE arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. All work is performed in accordance with the Best Management Practices (BMPs) set forth by the International Society of Arboriculture (ISA) as well as current American National Standards Institute (ANSI) Standards for Tree Care Operations. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on site.

Concealed Contingencies: SYTE is not responsible for damages to underground sprinklers, drain lines, invisible fences or underground cables unless the system(s) are adequately and accurately mapped by the authorizing party. Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and materials basis.

Driveways/Sidewalks/Lawns: SYTE will reasonably attempt to minimize damage to driveways, sidewalks, lawns, patios or other property. In the event that our equipment causes settling, cracking, or other damage to driveways and/or sidewalks, and/or disturbances to the customer's lawn, or property, SYTE is not liable for any repairs or incurred costs.

Tree Risk: When prominent risk conditions in trees are detected by SYTE, we will make every effort to proceed with the work promptly. However, SYTE does not assume any liability for any accident, damage or injury that may occur on the ground or on any other object or structure prior to the work beginning, nor are we liable for any unforeseen hazards encountered.

Site Preparation: Customer agrees to remove or clearly mark any hazardous debris within the site. Items such as plastic tarps, tires, rebar, large metal objects, ETC can be detrimental to clearing equipment. SYTE reserves the right to charge daily rate pricing in the event that such debris are not removed or clearly marked causing equipment to break down and need repairs. If such event occurs, SYTE agrees to communicate with the client and work diligently to repair equipment in a timely manner.

MULBERRY OFFICE:
174 NW NINTH AVE
MULBERRY, FL 33860
PHONE: 863-943-6155



Ownership: The customer warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained by the owner. Customer is solely responsible for obtaining any required permitting to complete the work. SYTE is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission and permitting.

Billing, Deposits, Terms of Payment: The final invoice for the balance due will be issued via email and/or text message at the completion of work. For extended period projects last several weeks, or other proposals requiring upfront purchase of materials, progress payments will be required prior to commencement of the job. Payment responsibility automatically falls to the authorizing party; it is not the responsibility of SYTE to wait for or seek payment from a third party (neighbor, insurance company, client, etc.). All invoices are payable upon completion issuance of invoice. Accounts not paid in full within 15 days will result in a finance charge of 5% per month. Any fees incurred due to insufficient funds or returned checks will be the responsibility of the authorizing party and are subject to the terms of the original invoice. Please note that additional services will be delayed or cancelled due to outstanding balances.

Permitting: Hiring contractor will be responsible for obtaining any required permits prior to the start of any work.

MULBERRY OFFICE:
174 NW NINTH AVE
MULBERRY, FL 33860
PHONE: 863-943-6155

Blank



TO: Meadow Pointe IV – Rizzetta & Company

DATE: 11-16-2022

PHONE: 813-533-2950 **EMAIL:** jliggett@rizzetta.com

ADDRESS: 9428 Camden Field Parkway, Riverview, FL 33578

JOB NAME: Meadow Pointe IV CDD conservation Cutbacks

ADDRESS: 3902 Meadow Pointe Blvd, Wesley Chapel, FL 33543

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR THE FOLLOWING:

- Manual cutbacks of the wood line of the conservation areas listed on the map provided. Cutback distance will be 6 feet with the exception of areas too steep to achieve that width. Mature noninvasive trees may be left, but anything up to 20 feet will be trimmed.
- Forestry mulching equipment will be used as well as chainsaws. Estimated time to completion is approximately 10 days.
 - SYTE will make a diligent effort to not disturb turf along the perimeter but will not be responsible for replacement of disturbed turf.

TOTAL: \$16,250

MULBERRY OFFICE:
174 NW NINTH AVE
MULBERRY, FL 33860
PHONE: 863-943-6155



TERMS AND CONDITIONS OF PAYMENT

NET 15 DAYS

Prices quoted are valid for 20 days from the date of this proposal.

Thank you for the opportunity to work with you on this project.

Sincerely,

James "PJ" Piney
SYTE LAND MANAGEMENT
863-797-9970

The undersigned parties warrant that they are authorized representatives of their respective companies or residence and have the requisite authority to bind their employer and/or principle.

Client Signature: _____ **Date:** _____

Print Name / Title: _____

SYTE Land Management.

Signature: _____ **Date:** _____

Print Name / Title: _____

MULBERRY OFFICE:
174 NW NINTH AVE
MULBERRY, FL 33860
PHONE: 863-943-6155



General Terms and Conditions

Estimate Approval: The authorizing party automatically enters a contract with SYTE when they confirm their estimate, pay a deposit, and/or verbally agree to the description and cost via our scheduling application. The authorizing party cannot request additional work from the crew directly unless it is approved by the project manager, and the additional costs are expressly approved by the authorizing party.

Scheduling: Job scheduling is dependent on weather conditions, workload, and geographic relationship to other scheduled work and other unforeseen issues. SYTE will do our best to meet all scheduled work dates but shall not be liable for damages due to delays. If the client requires that they be on site the day of the job, this must be expressed when confirming the estimate. If times are given, they are approximate, and SYTE will not be held responsible for being late or early.

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Completion of Contract: SYTE agrees to do its best to meet performance dates but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control.

Insurance by Contractor: SYTE warrants that it is insured for liability resulting from injury/damage to person(s) or property and that all employees are fully covered by Workers' Compensation as required by law. Current Certificates of Insurance are available upon request.

Safety & Tree Care Standards: All SYTE arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. All work is performed in accordance with the Best Management Practices (BMPs) set forth by the International Society of Arboriculture (ISA) as well as current American National Standards Institute (ANSI) Standards for Tree Care Operations. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on site.

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Driveways/Sidewalks/Lawns: SYTE will reasonably attempt to minimize damage to driveways, sidewalks, lawns, patios or other property. In the event that our equipment causes settling, cracking, or other damage to driveways and/or sidewalks, and/or disturbances to the customer's lawn, or property, SYTE is not liable for any repairs or incurred costs.

Tree Risk: When prominent risk conditions in trees are detected by SYTE, we will make every effort to proceed with the work promptly. However, SYTE does not assume any liability for any accident, damage or injury that may occur on the ground or on any other object or structure prior to the work beginning, nor are we liable for any unforeseen hazards encountered.

Site Preparation: Customer agrees to remove or clearly mark any hazardous debris within the site. Items such as plastic tarps, tires, rebar, large metal objects, ETC can be detrimental to clearing equipment. SYTE reserves the right to charge daily rate pricing in the event that such debris are not removed or clearly marked causing equipment to break down and need repairs. If such event occurs, SYTE agrees to communicate with the client and work diligently to repair equipment in a timely manner.

MULBERRY OFFICE:
174 NW NINTH AVE
MULBERRY, FL 33860
PHONE: 863-943-6155



Ownership: The customer warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained by the owner. Customer is solely responsible for obtaining any required permitting to complete the work. SYTE is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission and permitting.

Billing, Deposits, Terms of Payment: The final invoice for the balance due will be issued via email and/or text message at the completion of work. For extended period projects last several weeks, or other proposals requiring upfront purchase of materials, progress payments will be required prior to commencement of the job. Payment responsibility automatically falls to the authorizing party; it is not the responsibility of SYTE to wait for or seek payment from a third party (neighbor, insurance company, client, etc.). All invoices are payable upon completion issuance of invoice. Accounts not paid in full within 15 days will result in a finance charge of 5% per month. Any fees incurred due to insufficient funds or returned checks will be the responsibility of the authorizing party and are subject to the terms of the original invoice. Please note that additional services will be delayed or cancelled due to outstanding balances.

Permitting: Hiring contractor will be responsible for obtaining any required permits prior to the start of any work.

MULBERRY OFFICE:
174 NW NINTH AVE
MULBERRY, FL 33860
PHONE: 863-943-6155

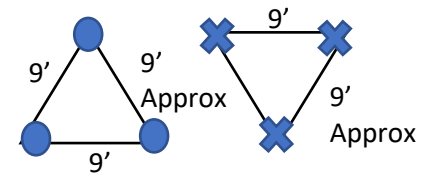
Tab 9

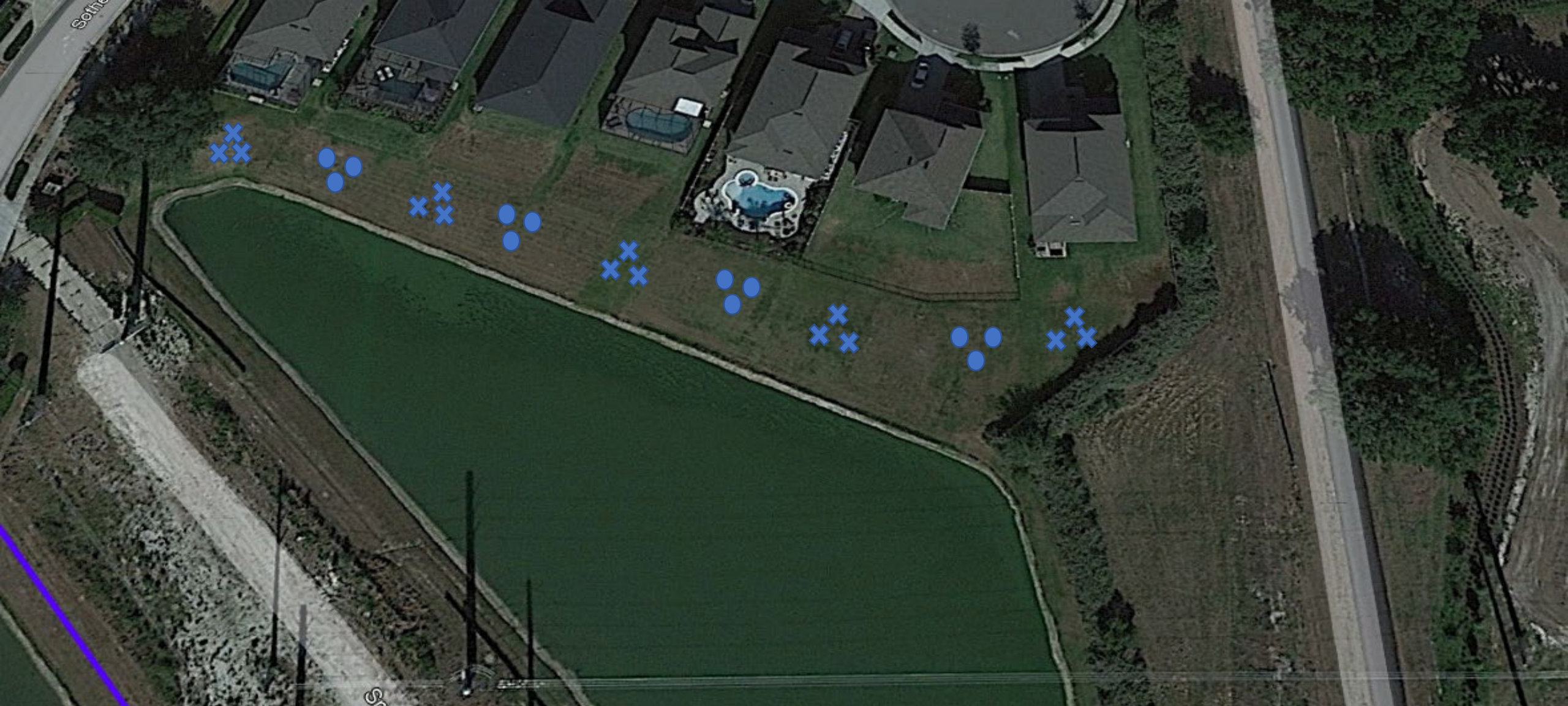


Legend

- ✕ Sabal Palms Approx 9 Feet Spacing
- Queen Palms Approx 9 Feet Spacing

- All Beds will be Triangular shaped Alternating with 9 feet spacing. Each Palm will have a watering bag and mulch installed.
- Beds will be 10 Feet From Property Line.
- Beds will be spaced out at 40' From North to south.

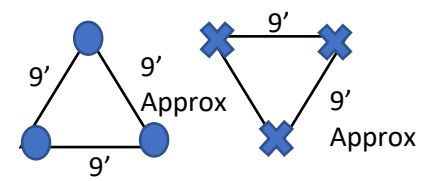




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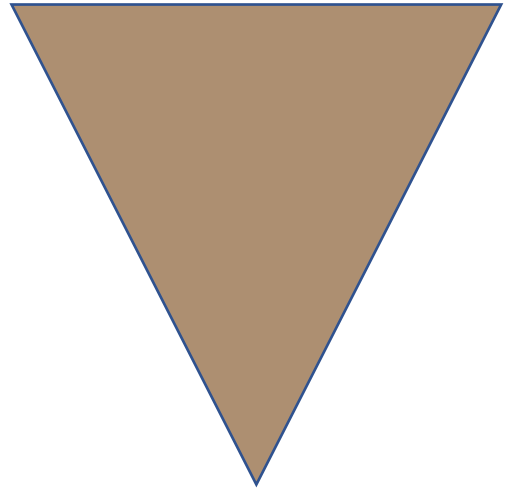
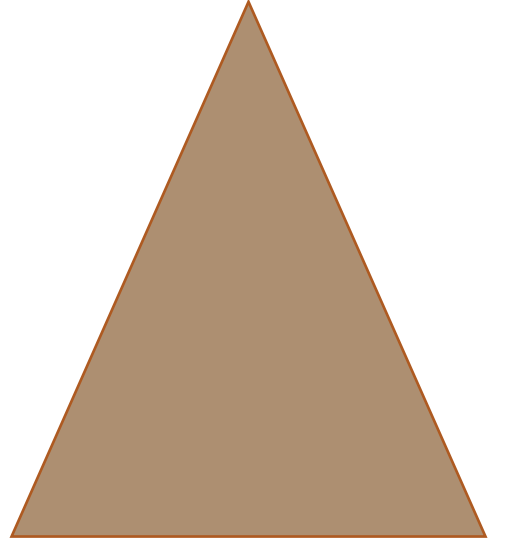
- ✕ Sabal Palms Approx 9 Feet Spacing
- Queen Palms Approx 9 Feet Spacing

- All Beds will be Triangular shaped Alternating with 9 feet spacing. Each Palm will have a watering bag and mulch installed.
- Beds will be 15 Feet From Property Line.
- Beds will be spaced out at 40' From North to south.





Bed Shape With Except Rounded Edges



Meadow Pointe IV Duke Palm Install RFP

North Pond

Maintenance Division Labor to Create Triangular Shaped beds

Sabal Palm, Slick, 16-20' ct - 15 Total

Queen Palm, 20-22' oa - 12 Total

Pine Bark, 03CF bag - 03CF 100.00

Bracing for Palms

Watering Labor 2 months As needed

Water Bags For Palms

South Pond

Maintenance Division Labor to Create Triangular Shaped beds

Sabal Palm, Slick, 16-20' ct – 27 Total

Queen Palm, 20-22' oa – 27 Total

Pine Bark, 03CF bag - 03CF 200.00

Watering Labor 2 months As needed

Water Bags For Palms

Tab 10



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** January 11, 2022, at 10:00am

District Manager's Report

December 14

2022

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Supervisor Requests –

- **Conference call with the New Board Supervisor-** I reached out to the newly elected Board Supervisor George Lancos. I walked him through the process of being a Supervisor.
- **New License Plate-** I ordered a new Supervisor Nameplate for George Lancos.
- **Oath of Office-** At the meeting, I will provide the Oath of Office to the Board of Supervisors that qualified for their seat.
- **Resignation of Seats-** In December, the Board will complete a redesignation of seats. This will ensure that the District stays compliant.
- **Electrical Heating for the Pool-** Also, I'm waiting on a proposal for electrical heating from Hawkins Services.
- **Arborist Report-** I sent the resident the Arborist Report regarding the District's trees concern area 3443 Fortingale Dr.
- **Accounting Intacct-** Vice President of Operations Scott Brizendine sent out a letter regarding the new Intacct system. The Board will be receiving your personal username and password.
- **Empty Parcel-** District Counsel, District Engineer, and I will provide an update on the options available for the empty parcel at the next meeting.

Tab 11

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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 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.

**MEADOW POINTE IV
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Meadow Pointe IV Community Development District was held on **Wednesday, November 9, 2022 at 5:00 p.m.** held at the Meadow Pointe Clubhouse located at 3902 Meadow Pointe Blvd, Wesley Chapel, FL 33543.

Present and constituting a quorum:

Megan McNeil	Board Supervisor, Chairman
Liane Sholl	Board Supervisor, Vice-Chairman
Susan Fischer	Board Supervisor, Assistant Secretary
Scott Page	Board Supervisor, Assistant Secretary
Michael Scanlon	Board Supervisor, Assistant Secretary (via conference call)

Also present were:

Darryl Adams	District Manager, Rizzetta & Co. Inc.
Lori Stanger	Clubhouse Manager
Vivek Babbar	District Counsel, Straley, Robin, & Vericker (via conference call)
Tonja Stewart	District Engineer, Stantec
Angel Rivera	Juniper Landscape
Jason Liggett	Landscape Inspection Manager (via conference call)
Doug Agnew	Advanced Aquatics
Greg Woodcock	Stantec

Audience	Present
----------	----------------

FIRST ORDER OF BUSINESS

Call to Order

Mr. Adams called the meeting to order and performed a roll call confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

All present at the meeting joined in the Pledge of Allegiance.

THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience comments presented at this time.

FOURTH ORDER OF BUSINESS

Staff Reports

A. Deputy Report

Deputy was present and provided his report for November.

He mentioned that other sections of Meadow Pointe have already had packages stolen from homes and suggested sending something out to the community reminding them to keep a close eye on any packages that may be delivered over the holiday season.

Also, he spoke with the project manager about road work being done at the corner of 54 and Meadow Pointe Blvd. The project manager informed the Deputy that the road project should be done by the end of November.

There was a brief discussion regarding crosswalks on the main roads. The Board requested Ms. Stanger add the County's information in the newsletter so residents can submit their requests for crosswalks.

B. Aquatics Maintenance Report

The Board received the Aquatics Maintenance Report from Mr. Agnew.

The Board asked if the issue at Pond 64 has been resolved. Mr. Agnew will talk with the CDD at Union Park to see if Meadow Pointe IV can use their easement to treat this pond. He will update the Board at the next meeting.

Mr. Scanlon brought up his concern with the word "trespassing" on the signs around the ponds. After a brief discussion, the Board agreed to leave the verbiage as is on these signs.

C. Landscape Inspection Report

The Board received the Landscape Inspection Report from Mr. Liggett.

The Board asked about the maintenance of the empty parcel. Mr. Adams will work with District Counsel and District Engineer to get some answers as to whether this needs to be maintained or not. He will update the Board at the next meeting.

The Board reviewed and considered the December Annual Changeout Proposal for \$1,875.00.

On a motion from Ms. McNeil, seconded by Ms. Sholl, the Board of Supervisors approved the annual changeout proposal in the amount of \$1,875.00 for the Meadow Pointe IV Community Development District.

96 The Board reviewed and considered several cutback proposals. After
97 discussion, the Board would like to see a revised proposal from SYTE
98 Landscaping which includes just the Boulevard and clubhouse. This will be
99 tabled to the next meeting.

100
101 The Board reviewed and considered the Juniper Controller Diagnostic
102 Proposal for ratification in the amount of \$1,748.50.
103

On a motion from Ms. McNeil, seconded by Ms. Fischer, the Board of Supervisors ratified the controller diagnostic proposal in the amount of \$1,875.00 for the Meadow Pointe IV Community Development District.

104
105 Mr. Liggett gave his update on the Duke Energy project. He will have the
106 drawings on November 25th and will provide the information to Ms. Stanger
107 for the newsletter.
108

109 The Board received an update on the street tree project.
110

111 Mr. Page informed that O'Neil's Tree Service completed the tree inventory
112 of oak trees in the District right-of-way in Shellwood that would be removed,
113 marked those trees with metal tags, and is preparing documents to submit
114 to the County for permits. Mr. Page will draft a notice to inform residents of
115 Shellwood, Windsor, Meridian, Provence, and Enclave of the oak tree
116 removal/replacement program; Ms. Stanger will transmit the notice from the
117 Clubhouse.
118

119 Mr. Page presented a proposed revision of the District Street Tree Policies
120 which modifies the section on approved street trees and provides criteria
121 for the selection, planting, and maintenance of street-trees. After a brief
122 discussion, the Board agreed to these revisions and made a motion to adopt
123 Resolution 2023-02, Updated Street Tree Policies.
124

On a motion from Mr. Page, seconded by Ms. McNeil, the Board of Supervisors adopted Resolution 2023-02, Updated Street Tree Policies for the Meadow Pointe IV Community Development District.

125
126 **D. Amenity Management**

127 Ms. Stanger presented her report to the Board.
128

129 The Board voiced their concern with Rizzetta and Company pushing for
130 Clubhouse events. The Board agreed that they should be notified of such
131 events and would like to be included in making these decisions. Mr. Adams
132 will relay this information to the Director of Amenities Management.
133

134 The Board reviewed and considered the CRT Maintenance Agreement for
135 camera replacement. After a brief discussion, they asked Ms. Stanger to
136 get a proposal for the actual maintenance of the cameras and tabled the
137 agreement to the next meeting.
138

139 The Board reviewed and considered the amenity sign proposal in the
140 amount of \$450.00. They agreed that Ms. Stanger can approve this
141 proposal since it is under her limit.

142
143 Ms. Stanger gave an update on the pool resurfacing project. The Board
144 agreed to table this item to the next meeting.

145
146 **E. District Counsel**
147 No report.

148
149 **F. District Engineer**
150 Mr. Woodcock presented his report to the Board and gave an update on
151 pond erosion.

152
153 Mr. Woodcock presented a change order for District Engineering Services
154 related to FY 2021-2022. He noted that they went over budget by
155 \$2,245.25 due to the operation and maintenance inspections that were
156 done for SWFWMD. The Board had no questions and approved this
157 change order.

On a motion from Ms. McNeil, seconded by Ms. Fischer, the Board of Supervisors authorized the change order concerning District Engineering Services as presented for the Meadow Pointe IV Community Development District.

158
159 **G. District Manager**
160 The Board received the District Manager Report from Mr. Adams.

161
162 Mr. Adams reminded the Board that the next regular meeting will be held
163 on December 14, 2022 at 10:00 a.m.

164
165 **FIFTH ORDER OF BUSINESS** **Consideration of Amended Budget for**
166 **FY 2021-2022**

167
168 Mr. Adams presented the FY 2021-2022 Amended Budget to the Board and
169 informed them of the \$40,000 increase. He noted that the irrigation budget was over by
170 \$22,516.00 and the gate repair budget was over by \$11,986.00.

171
172 **SIXTH ORDER OF BUSINESS** **Consideration of Resolution 2023-01,**
173 **Amending Budget for FY 2021-2022**

On a motion from Ms. Sholl, seconded by Ms. Fischer, the Board of Supervisors adopted Resolution 2023-01, Amending Budget for FY 2021-2022 for the Meadow Pointe IV Community Development District.

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181 **SEVENTH ORDER OF BUSINESS** **Discussion of HOA/CDD Landscaping**
182 **Agreement**
183

184 The Board held a brief discussion regarding the HOA/CDD Landscaping Agreement
185 and agreed to table this item to the January Board meeting.
186

187 **EIGHTH ORDER OF BUSINESS** **Consideration of Revised Minutes of**
188 **the Board of Supervisors' Regular**
189 **Meeting held on October 12, 2022**
190

191 Mr. Adams presented the revised minutes of the Board of Supervisors' regular
192 meeting held on October 12, 2022.
193

On a motion from Ms. McNeil, seconded by Ms. Fischer, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held on October 12, 2022, as presented, for the Meadow Pointe IV Community Development District.

194 **NINTH ORDER OF BUSINESS** **Consideration Operations &**
195 **Maintenance Expenditures for August**
196 **& September 2022**
197
198

199 The Board received the Operation and Maintenance Expenditures for August 2022
200 (\$116,653.73) & September 2022 (\$145,617.55).
201

On a motion from Ms. McNeil, seconded by Ms. Fischer, with all in favor, the Board approved the O&M Expenditures for August 2022 in the amount of \$116,653.73 & September 2022 in the amount of \$145,617.55 for the Meadow Pointe IV Community Development District.

202 **TENTH ORDER OF BUSINESS** **Supervisor Forum**
203
204

205 During the supervisor forum, Ms. McNeil suggested putting together an actual
206 newsletter to send out to the residents with project and community updates instead of just a
207 bulletin. Ms. Stanger will put together a mock newsletter and provide it to the Board for their
208 input.
209

210 **ELEVENTH ORDER OF BUSINESS** **Adjournment**
211

On a motion from Ms. Fischer, seconded by Ms. Sholl, the Board approved adjourning the meeting at 7:55 p.m. for the Meadow Pointe IV Community Development District.

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Assistant Secretary

Chair/Vice Chair

Tab 12

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

October 1, 2022 Through October 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Charter Communications	ACH	96793601101022	Internet Services 10/22	\$ 92.97
Charter Communications	ACH	97406101092222	3525 Bellmeade CT 10/22	\$ 99.93
Decorating Elves, Inc.	100097	I231822531	Christmas Lighting & Holiday Decor 09/22	\$ 3,757.60
Fitness Logic, Inc.	100079	109265	Treadmill Repair 10/22	\$ 146.10
Fitness Logic, Inc.	100079	109486	Biannual General Maintenance & Cleaning of Equipment 10/22	\$ 155.00
Florida Department of Economic Opportunity	100080	86654	Special District Fee FY22-23	\$ 175.00
Florida Department of Revenue	ACH	61-8015577602-6 09/22	Sales Tax 09/22	\$ 46.85
Frontier Florida, LLC	ACH	813-973-3003-101308-5 10/22	Internet 10/22	\$ 367.78
Frontier Florida, LLC	ACH	813-994-1603-072021-5 10/22	Whinsenton Internet 10/22	\$ 60.99
Frontier Florida, LLC	ACH	813-994-1915-011921-5 10/22	Shellwood Sub Division Gate Phone 10/22	\$ 60.99
Frontier Florida, LLC	ACH	813-994-4607-042922-5 10/22	Windsor Gate Phone 10/22	\$ 54.99
Frontier Florida, LLC	ACH	813-994-4726-101321-5 09/22	Parkmont Internet 09/22	\$ 60.99

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

October 1, 2022 Through October 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Frontier Florida, LLC	ACH	813-994-4731-080621-5 10/22	Enclave Sub Division Fiber Optic Internet 10/22	\$ 60.99
Frontier Florida, LLC	ACH	813-994-6437-121521-5 10/22	Internet 10/22	\$ 60.99
Innersync Studio, Ltd	100081	20739	Quarterly Website Services 10/22	\$ 384.38
Jennifer L. Sholl	100082	LS101222	Board of Supervisors 10/12/2022	\$ 200.00
Megan McNeil	100085	MN101222	Board of Supervisors 10/12/2022	\$ 200.00
Michael J Scanlon	100086	MS101222	Board of Supervisors 10/12/2022	\$ 200.00
Scott W Page	100091	SP101222	Board of Supervisors 10/12/2022	\$ 200.00
Susan A. Fischer	100094	SF101222	Board of Supervisors 10/12/2022	\$ 200.00
Jerry Richardson	100083	1674	Monthly Hog Removal Service 09/22	\$ 1,200.00
Jerry Richardson	100083	1685	Monthly Hog Removal Service 10/22	\$ 1,380.00
LLS Tax Solutions, Inc.	100084	2796	Arbitrage Services on Series 2004A 1&2 2012B-1 09/22	\$ 500.00
Meadow Pointe IV Debit Card	DC-1022	DC10.10-22-10.24.22	Clubhouse Debit Card	\$ 1,195.93

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

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<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Outsmart Pest Management, Inc.	100087	35087	Pest Control Service 10/22	\$ 60.00
Pasco County Utilities	100075	17264719	#0514195 - 3900 Meadow Pointe Blvd 09/22	\$ 1,271.38
Rizzetta & Company, Inc.	100074	INV0000071811	District Management Fees 10/22	\$ 6,507.46
Rizzetta & Company, Inc.	100073	INV0000071837	Personnel Reimbursement 09/22	\$ 5,529.06
Rizzetta & Company, Inc.	100077	INV0000072053	Cell Phone, Auto Mileage & Travel 09/22	\$ 125.63
Rizzetta & Company, Inc.	100078	INV0000072102	Personnel Reimbursement 10/22	\$ 7,979.32
Romaner Graphics	100088	21354	Playground Gate Replacement 09/22	\$ 1,400.00
Romaner Graphics	100089	21359	Playground Repairs 09/22	\$ 155.00
Romaner Graphics	100089	21366.1	Enclave - Repair Signs 9/22	\$ 2,550.00
Romaner Graphics	100089	21366.2	Meridian: - Sign Repair 09/22	\$ 6,725.00
Romaner Graphics	100089	21366.3	Provence - Sign Repairs 09/22	\$ 6,525.00

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

October 1, 2022 Through October 31, 2022

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Rust Off, LLC.	100090	37024	Monthly Rust Prevention - Maintenance 10/22	\$ 195.00
Site Masters of Florida, LLC	100076	100522-4	Constructed Concrete Flume 10/22	\$ 900.00
Southern Automated Access Services, LLC	100092	11794	Restore Service after Storm Prep 09/22	\$ 335.00
Southern Automated Access Services, LLC	100092	11834	CAPXL Cloud Fee Shellwood 10/22	\$ 75.50
Southern Automated Access Services, LLC	100092	11835	CAPXL Cloud Fee MP North 10/22	\$ 75.50
Southern Automated Access Services, LLC	100092	11836	CAPXL Cloud Provence 10/22	\$ 75.50
Southern Automated Access Services, LLC	100092	11844	Gate Maintenance MP North 10/22	\$ 257.00
Southern Automated Access Services, LLC	100092	11896	Phone number 813 428 3537 10/22	\$ 43.95
Southern Automated Access Services, LLC	100092	11897	Phone number 813 809 1937 10/22	\$ 43.95
Southern Automated Access Services, LLC	100092	11915	Phone number 813 468 5761 10/22	\$ 43.95
Southern Automated Access Services, LLC	100092	11917	Phone number 813 428 1696 10/22	\$ 43.95

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

October 1, 2022 Through October 31, 2022

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Southern Automated Access Services, LLC	100092	11919	Cellular usage 813 576 9368 Haven 10/22	\$ 43.95
Southern Automated Access Services, LLC	100092	11920	Phone number 813 482 6396 10/22	\$ 43.95
Straley Robin Vericker	100093	22142	General Legal Services 09/22	\$ 1,599.00
TECO	ACH	221006228235	Oldwoods Ave Street Light Service 10/22	\$ 1,366.73
U.S. Water Services Corporation	100095	SI58699	Monthly Lift Station Inspection 10/22	\$ 86.21
Waste Connections of Florida	ACH	6336290W0425	Waste Disposal Residential Services 09/22	\$ 6,625.92
Waste Connections of Florida	ACH	6394377W425	Waste Disposal Bellmeade Court 11/22	\$ 134.48
Wildlands Conservation, Inc.	100096	2576	Conservation Easements Annual Reports 02/22	\$ 695.50
Wildlands Conservation, Inc.	100096	2748	Conservation Easements Annual Reports 10/22	\$ 695.50
Withlacoochee River Electric Cooperative, Inc.	ACH	2185385	Public Lighting 09/22	<u>\$ 254.38</u>
Report Total				<u>\$ 63,324.25</u>