



Rizzetta & Company

Meadow Pointe IV Community Development District

**Board of Supervisors'
Regular Meeting
January 11, 2023**

**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	Michael Scanlon Megan McNeil George Lancos Scott Page Liane Sholl	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	Greg Woodcock	Cardno

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**

January 9, 2023

REVISED 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, January 11, 2023 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. STAFF REPORTS**
 - A. Deputy Report
 - B. Amenity Management
 1. Review of December Amenities Report..... Tab 1
 2. Consideration of the CRT Maintenance Agreement For Camera Tab 2
 3. Consideration of Pressure Washing Proposal..... Tab 3
 - C. Aquatic Maintenance
 1. December Waterway Inspection Tab 4
 - D. Landscape Inspection Services Manager
 1. December Field Inspection Report Tab 5
 2. Juniper Response to the Filed Inspection Report
(under separate cover)
 3. Consideration of Duke Energy RFP's..... Tab 6
 4. Consideration of Juniper Proposal for Coco Brown Mulch..... Tab 7
 5. Discussion of Landscape Contract Addendum
 6. Update on Street Trees
 - E. District Counsel
 - F. District Engineer
 1. Update on Access to Pond 64
 2. Discussion of MPIV/MPV Property Boundaries
 - G. District Manager
 1. **Review of December District Manager Report Tab 8**
- 5. BUSINESS ITEMS**
 - A. Discussion of District Leaders/Liaisons
 - B. Discussion Regarding Traffic on Meadow Pointe Blvd
 - C. Discussion of CDD/MPIV-A HOA Agreement..... Tab 9

- 6. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors Regular Meeting held on December 14, 2022..... Tab 10
 - B. Consideration of Operation and Maintenance Expenditures for November 2022..... Tab 11
- 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



MEADOW POINTE IV

COMMUNITY DEVELOPMENT DISTRICT

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



Operations/Maintenance December 2022

CLEAN SWEEP SUPPLY: 12/29/2022 Inv #5616 \$113.55

ROMANER GRAPHICS:

12/1/2022 - Signs for swimming pool, sports areas, 'No driving on grass' sign with post, Replace grab bars in men's restroom. Inv. #21448 \$1480.00

12/1/2022 - Purchase business cards for Jennifer K. Inv. #21451 \$107.00

12/1/2022 - Clean, sand, repaint exit gate post MPN Inv. #21452 \$375.00

12/15/2022 - Repair Parkmonte pedestrian gate and replace closer arm
Inv. #21475 \$550.00



Rizzetta & Company

FIELD MAINTENANCE

Advanced Aquatic treated ponds on 12/2, 12/8, 12/14

Gate Repairs by Southern Automated:

Whinsenton: 12/9/2022 Replace bad photo eye – Omron photo beam Est #1783
\$385.00

Electrical Work:

12/8/2022 Mr. Electric replaced the (9) emergency egress light fixtures and (3) smoke detectors in the clubhouse. Inv 32927233 \$4,024.23

12/22/2022 Mr. Electric verified voltage and replaced the GFCI at the exit gates for Shellwood Place Inv. #33563221 \$391.00

Clubhouse Maintenance:

12/21/2022 Air Conditioning quarterly maintenance Inv. #C111437 \$280.00

CRT Surveillance Repairs 12/22/2022 at Clubhouse facility: Replace 3 cameras, provide cabling and programming. Inv. #208267852132

Swimming Pool: 12/18/2022 We had a regularly scheduled inspection of our pool by the Health Department and received a 'Satisfactory' rating. We were instructed to purchase a new safety hook with a pole and a new life preserver. It was also noted that the pool is being scheduled for resurfacing.

Christmas Party: 12/17/2022 This was the largest and best event we've hosted to date. The weather was cool and beautiful. We hosted activities throughout the clubhouse and on the pool deck area where our DJ played Christmas music. It was a most enjoyable time for all the residents and the staff. 😊



December 2022 Monthly Deputy's Report for Meadow Pointe IV

Conducted 78 Directed Patrols in the villages

Issued 13 Citations for speed

Issued 14 parking citations

Calls for service:

2 missing persons calls

4 Domestic Disturbances

7 trespassing in progressive (fishing)

7 Illegal parking

1 Petit Theft Delayed (porch pirates in Enclave)

3 Welfare Checks

Overall, it was a fairly quiet month due to the holidays. I am still investigating the porch pirate issue in Enclave, although the suspect was completely covered in clothing, concealing his/her identity. I am investigating leads on a possible vehicle being associated with this incident.

Regards, Buddy

Meadow Pointe IV Payment Log

12-1-2022 through 12-29-2022

Date	Purpose	Event Date	Chk #	Chk Amt	Rm Dep	Rm Amt	Card Amt
12/1/2022	1 tag						\$12.00
12/1/2022	1 tag						\$12.00
12/2/2022	1 tag						\$12.00
12/3/2022	2 tags						\$24.00
12/4/2022	1 tag						\$12.00
12/5/2022	1 tag						\$12.00
12/6/2022	1 tag						\$12.00



12/8/2022	1 tag						\$12.00
12/10/2022	3 tags						\$36.00
12/12/2022	Refund Cleaning	12/11/2022				-\$200.00	-\$200.00
12/14/2022	1 tag						\$12.00
12/14/2022	1 tag						\$12.00
12/14/2022	Party Rental	12/30/2022				\$200.00	\$50.00
12/15/2022	2 tags						\$24.00
12/17/2022	1 tag						\$12.00
12/17/2022	2 tags						\$24.00
12/17/2022	1 tag						\$12.00
12/19/2022	1 tag						\$12.00
12/20/2022	2 tags						\$24.00
12/21/2022	1 tag						\$12.00
12/21/2022	3 tags						\$36.00
12/22/2022	1tag 1 Fob						\$37.00
12/22/2022	1 tag						\$12.00
12/22/2022	1 tag						\$12.00
12/22/2022	1 tag						\$12.00
12/27/2022	1 tag						\$12.00
12/29/2022	1 tag						\$12.00
						\$0.00	\$50.00
							\$471.00

Respectfully submitted,

Lori Stanger
Clubhouse Manager



Tab 2



Annual Preventative Maintenance Service Agreement

LIC. 13000520

THIS AGREEMENT ("Agreement") is hereby entered into between (CRT Services Inc.). ("Contractor") and (Meadow Point IV). ("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 "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.

- ii. Response to Major Alarms. If Contractor cannot reasonably determine from the Trouble Report that a Major Alarm received during Regular Work Hours was caused by something other than a malfunction in the Covered System, Contractor shall within four (4) hours after receiving the Major Alarm (a) in the case of Covered Software, dispatch a programmer for on-site service (or, if only off-site service is needed, commence remote diagnosis and error correction efforts) or (b) in the case of Covered Hardware, dispatch a service technician to the Customer site location specified in the Schedule of Covered System Components; provided, that for Major Alarms received at other times during Emergency On-Call Hours, the foregoing deadline shall be twenty-four (24) hours. Upon arrival, Contractor's technician shall with the reasonable cooperation and assistance of Customer be given access to the premises and the Covered System and shall promptly commence diagnosis and repair efforts.
 - iii. Diagnosis and Correction Efforts. Once Contractor's programmer or technician commences diagnosis and error correction efforts, such efforts shall continue until (a) the Major Alarm is temporarily or permanently corrected or otherwise "worked around," (b) any on-site technician is relieved by the arrival of a replacement technician, (c) the Contractor reasonably determines that the reported problem was not caused by a malfunction in the Covered System or (d) Contractor concludes that further diagnosis or repair efforts must be postponed until the arrival of replacement parts or the occurrence of some other contingency.
 - c. Other Billable Maintenance Service. The Contractor may from time to time agree at the rates referenced in Section 5(b) ("Surcharges"), to assist Customer with additional services outside the scope of Preventive and Remedial Maintenance Services. Subject to Contractor's availability, such services might include additional site preparation, installation or relocation of software, equipment, associated devices or cabling (including work required to implement changes to the Schedule of Covered System Components) and functional enhancements to the Covered Software. For these purposes, a "functional enhancement" is a change to Covered Software that materially exceeds or is different from the functionalities documented in the Specifications. Unless clearly erroneous, the Contractor's characterization of requested service as a "functional enhancement" shall be dispositive.
3. Spare Parts and Certain Temporary Use Equipment.
- a. Inventory of Spare Parts & Equipment. Contractor shall maintain in its possession an inventory of spare parts, components, and certain complete items of Covered Hardware (identified on the Schedule of Covered System Components as eligible for temporary loan to Customer) that the Contractor's experience or parties to this Agreement indicate are necessary to maintain the Covered System as contemplated herein and which cannot otherwise be obtained on short notice. Contractor does not guarantee that it will in every case have necessary spare parts or components in inventory. Contractor may use functionally equivalent spare parts, components, or "loaner" equipment in performing the maintenance services contemplated herein. Contractor's performance is conditioned upon the availability of spare parts for Covered System Components.
 - b. Ownership of Spare Parts, Components. The Contractor shall be deemed the owner of spare parts and other components of Covered Hardware held in inventory until they are physically incorporated into the Covered Hardware. Once incorporated into the Covered Hardware, such parts and components shall be deemed owned by the owner of such Covered Hardware. Defective parts and components removed from Covered Hardware shall become the property of Contractor at the time they are removed. Unless otherwise noted, ownership of spare parts and components incorporated into or removed from Covered Hardware shall be conveyed free and clear of all liens and encumbrances. Any license to underlying computer software, firmware or other intellectual property rights embodied in spare parts or components shall be deemed transferred along with the spare parts and components, subject to all terms, conditions and restrictions imposed by the owner of such intellectual property rights. Customer shall have no ownership interest in any equipment temporarily loaned to Customer and Customer's use of such "loaner" equipment shall be limited to the period of time reasonably needed to correct or work around any Major Alarm malfunction. Customer shall bear all risk of loss and damage to "loaner" equipment while such equipment is in its possession.
4. Certain Customer Responsibilities.
- a. Generally. Customer shall ensure that: (i) the Covered System, any associated software and equipment are installed and operated according to applicable manufacturer specifications and recommendations; (ii) all upgrades and releases to Covered Software or engineering changes to Covered Hardware, associated software and equipment specified or recommended by the applicable manufacturer have been procured by Customer and properly installed; (iii) a continuous, uninterrupted and suitable power supply and temperature, humidity and other environmental conditions recommended by the manufacturer or Contractor have been implemented and maintained; (iv) suitable surge protection devices have been implemented; (v) no other equipment or software having an adverse impact on the Covered System have been introduced; (vi) no repair attempts or other changes have been made to Covered System Components, other than by or with the express approval of Contractor or the applicable manufacturer, (vii) the Covered Hardware has not been mishandled, neglected, abused, vandalized, dropped, jolted, transported to another location, damaged by fire, lightning or water (especially including damage caused by spilled

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):

___ Supplemental Terms and Conditions

___ 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.

Schedule of Covered System Components

A. Street Address of Site for Covered System:

Meadow Pointe IV - 3902 Meadow Pointe Blvd, Wesley Chapel, FL 33543

Description of Covered Systems:

- Surveillance DVR or NVR and monitoring cameras provided by and installed by contractor
- All internal Monitors & surveillance production equipment provided by and installed by contractor
- All Network equipment (POE switches, baluns & patch cables) provided by and installed by contractor
- Alarm System control boards & Photo Electric Beams provided by and installed by contractor
- All Surge protection equipment provided by and installed by contractor
- All CCTV monitors, joysticks, key controllers, and viewing / control apparatus provided by and installed by contractor

Covered Software Support Description:

Operating Platform

- | | |
|--|---------------------------|
| • Cortex / Multi Channel DVR / NVR Platform | Linux |
| • Cortex / Hi Definition IP Surveillance Cameras | CTZ |
| • All equipment drivers, updates & firmware | Integrated |
| • Local monitoring servers & controllers | MS Windows (All Versions) |

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 servicing will be performed in 90-day increments (4 per year) Each visit will entail the following:

- Inspect and clean covered video recorders and connectivity equipment
- Upgrade DVR / NVR firmware as applicable
- Clean lens, inner & outer dome, and IR sensors on all covered camera's
- Review local equipment logs for device errors or breach attempts
- Verify infrastructure connectivity from source to term point
- Perform diagnostics on all attached equipment and report fault findings for remediation solutions
- Provide training to authorized local administrator on access applications and operations of Surveillance systems
- Perform Focus adjustments as needed on Veri-focal / zoom camera's
- Perform PTZ calibration to applicable PTZ cameras as needed
- Apply DVR IP / DDNS connectivity updates on all remote devices
- Check Systems logs and correct any issues identified in logs
- Verify Backups – (Optional backup platform)
- Replace damaged equipment as needed (Equipment included in Schedule of service charges, option 1)

In addition to above quarterly preventative maintenance, CRT will perform monthly on-site visual or remote virtual inspections of covered surveillance equipment as a proactive measure in keeping equipment and connectivity infrastructure at maximum performance and to assist in reducing system faults.

Schedule of Service Charges

Option 1: Annual (All inclusive) Maintenance - Complete Infrastructure coverage with Equipment Replacement.
Preventative Maintenance Fee of \$9,120.00 payable in quarterly increments of \$2,280.00.

Option 2: Annual (Ala Carte) Maintenance - Complete Infrastructure coverage without Equipment Replacement.
Preventative Maintenance Fee of \$7,280.00 payable in quarterly increments of \$1,820.00.

Surcharge Rate (any additional work performed outside the scope of this agreement):
\$160.00 Per hour 1st technician / \$95.00 Per hour, per additional technician.

Overtime Rate (any additional work performed outside the scope of this agreement):
\$210.00 Per hour 1st technician / \$125.00 Per hour, per additional technician.

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

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.

Meadow Pointe North

By John Delage

By _____

Name John Delage

Name _____

Title President

Title _____

Date December 12, 2022

Date _____

Tab 3



Gladiator Pressure Cleaning

P.O. Box 26574
 Tampa, FL 33623
 Ph: (800) 270-9411 - Fax: (813) 607-6625
 www.gladiatorpressurecleaning.com
 service@gladiatorpc.com



Quote

4205
Date
12/5/2022

Billing Name / Address	
MPIV CDD 3902 Meadow Pointe Blvd Wesley Chapel, FL 33543	
Customer Phone	813-973-3003



@Gladiatorpc1



@Gladiatorpc



Item	Description	Qty	Rate	Total
Community	Quote to provide pressure cleaning services to the below named communities. Scope varies slightly per community, but is cleaned using soap and or chlorine as necessary to remove dirt mold and algae. Customer to provide a water source if possible for Gladiator to use for cleaning.			
Clubhouse	Clean sidewalks, curbing, pool deck (including furniture, pergola and columns), pool house, tennis courts and basketball court in the clubhouse area.		2,750.00	2,750.00
Wall / Fence	Meadow Pointe Blvd: Clean both sides of split rail PVC fence along Meadow Pointe Blvd (approximately 2400 ft long) near Smith rd. . Clean fence at pump station and wall.		2,250.00	2,250.00
Community	Provence: Wash sidewalks at and around entrance, Also clean curbing at entrance and any signs or monuments		1,335.00	1,335.00
Community	Meadow Point North: Wash both sides of fence, sidewalks, columns, entryway structure and curbing at entrance.		945.00	945.00
Community	Whinsenton Place: Wash sidewalks at and around entrance, including sidewalks from inside gate to stop sign. Also clean curbing at entrance and any signs, columns or monuments. Wash fence at pump station. Also clean fence inside gates before 31117 Whinsenton		625.00	625.00
Community	Parkmonte: Wash sidewalks at and around entrance, including sidewalks from inside gate to stop sign. Also clean curbing at entrance and any signs, columns or monuments		525.00	525.00
Community	Shellwood Place: Wash sidewalks at and around entrance, including sidewalks from inside gate to stop sign. Also clean curbing at entrance and any signs, columns or monuments		475.00	475.00
Community	Enclave: Wash sidewalks at and around entrance, Also clean curbing at entrance and any signs or monuments		425.00	425.00
Community	Meridian: Wash sidewalks at and around entrance, Also clean curbing at entrance and any signs or monuments		425.00	425.00

For questions or concerns, please do not hesitate to contact us at (800) 270-9411	Total
---	--------------

Terms and Conditions:
COMMERCIAL billing terms are NET 15 days unless stated otherwise.
RESIDENTIAL billing terms are: a) Paid at time of services are rendered or b) Paid in advance if resident is not at the property.
 Quotes are good for 90 days. Customers must provide a suitable water source and make property available to clean.
 Gladiator is a fully insured company and a Certificate of Insurance is available upon request.
 Payments made by credit card over \$500 incur a 4.5% processing fee.

Please return signed document via fax or email to accept "Terms and Conditions" above and to be place on our schedule. Thank you!

Signature _____

Date _____



Gladiator Pressure Cleaning

P.O. Box 26574
 Tampa, FL 33623
 Ph: (800) 270-9411 - Fax: (813) 607-6625
 www.gladiatorpressurecleaning.com
 service@gladiatorpc.com



Quote

4205

Date

12/5/2022

Billing Name / Address	
MPIV CDD 3902 Meadow Pointe Blvd Wesley Chapel, FL 33543	
Customer Phone	813-973-3003



@Gladiatorpc1



@Gladiatorpc



Item	Description	Qty	Rate	Total
Community	Windsor; Wash sidewalks at and around entrance, Also clean curbing at entrance and any signs or monuments		455.00	455.00
Wall / Fence	Pressure clean walls and PVC fence along Meadow Pointe Blvd.		725.00	725.00
Sidewalk and commo...	At the entrance to the Meridian and Windsor Communities; treat rust stained sidewalks and street gutters with a mild acid solution to remove rust stains.*Please note: The rust removal process is long and tedious. There may be some areas at the sidewalk edge where the grass is burnt, however it will recover.		725.00	725.00

For questions or concerns, please do not hesitate to contact us at (800) 270-9411

Total	\$11,660.00
--------------	--------------------

Terms and Conditions:
COMMERCIAL billing terms are NET 15 days unless stated otherwise.
RESIDENTIAL billing terms are: a) Paid at time of services are rendered or b) Paid in advance if resident is not at the property.
 Quotes are good for 90 days. Customers must provide a suitable water source and make property available to clean.
 Gladiator is a fully insured company and a Certificate of Insurance is available upon request.
 Payments made by credit card over \$500 incur a 4.5% processing fee.

Please return signed document via fax or email to accept "Terms and Conditions" above and to be place on our schedule. Thank you!

Signature _____ Date _____

Tab 4



Meadow Pointe IV Community Development District Waterway Inspection Report

Reason for Inspection:

Quality Assurance

Inspection Date:

12/14/2022

Prepared for:

Meadow Pointe IV
Community Development District

Prepared by:

Doug Agnew, Senior Environmental Consultant
Savannah Berger, Aquatic Consultant & Biologist

www.AdvancedAquatic.com
lakes@advancedaquatic.com

292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621



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1-800-491-9621



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www.AdvancedAquatic.com
lakes@advancedaquatic.com

292 S. Military Trail, Deerfield Beach, FL 33442

Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa

1-800-491-9621

Site Assessments

Pond 62

Comments:

Normal Growth Observed

Outflow area growth previously treated to help ensure proper discharge/flow.



Pond 63

Comments:

Site Looks Good

Beneficial native aquatic plant species are grouped in small clusters, but continue to thrive.



Site Assessments

Pond 64

Comments:

Requires Attention

Currently no access to lake. Some dock planks need attention. Littering still occurring



Pond 65

Comments:

Site Looks Good

Another good example of how well the Landscape company is maintaining the bank and shoreline area.



Site Assessments

Pond 66

Comments:

Site Looks Good

Outflow area growth previously treated to help ensure proper discharge/flow.



Pond 67

Comments:

Site Looks Good

Presence of Tannin noted within the water column. Again, this is a very natural process where decomposing vegetation from bordering wetland conservation areas leaches tannic acid into the pond ecosystem.



Site Assessments

Pond 68

Comments:

Site Looks Good

Recently treated via boat to control invasive aquatic and shoreline plant species throughout the pond, including the shoreline bordered by a wetland conservation area.



Pond 69

Comments:

Site Looks Good

Recently treated via boat to control invasive aquatic and shoreline plant species throughout the pond, including the shoreline bordered by a wetland conservation area.



Site Assessments

Pond 70

Comments:

Site Looks Good

Recently treated via boat to control invasive aquatic and shoreline plant species throughout the pond, including the shoreline bordered by a wetland conservation area.



Pond 71

Comments:

Site Looks Good

Outflow area growth previously treated to help ensure proper discharge/flow.



Site Assessments

Pond 72

Comments:

Site Looks Good

Recently treated via boat to control invasive aquatic and shoreline plant species throughout the pond, including the shoreline bordered by a wetland conservation area.



Pond 73

Comments:

Site Looks Good

Trace amounts of native aquatic plant species present.

Erosion still occurring within a portion of the pond bank.



Site Assessments

Pond 74

Comments:

Site Looks Good

Clear of all algae and aquatic weed growth.



Pond 75

Comments:

Site Looks Good

Healthy growth of native aquatic plants are thriving in small groupings.



Site Assessments

Pond 76

Comments:

Site Looks Good

Newly planted groupings of native aquatic plants will grow and develop during the next growing season.



Pond 77

Comments:

Site Looks Good

Newly planted groupings of native aquatic plants will grow and develop during the next growing season.



Site Assessments

Pond 78

Comments:

Site Looks Good

Newly planted groupings of native aquatic plants will grow and develop during the next growing season.

Erosion occurring on North side of pond and needs attention.



Pond 79

Comments:

Site Looks Good

Previously treated Planktonic Algae bloom.

Erosion around inflow area.



Site Assessments

Pond 80

Comments:

Site Looks Good

Beneficial native aquatic plant species thriving. We continue spot spraying invasive grasses in and around the native plant areas.



Pond 81

Comments:

Site Looks Good

Outflow area growth previously treated to help ensure proper discharge/flow.



Site Assessments

Pond 82

Comments:

Site Looks Good

Another good example of how well the Landscape company is maintaining the bank and shoreline area.



Pond 83

Comments:

Site Looks Good

Another good example of how well the Landscape company is maintaining the bank and shoreline area.



Site Assessments

Pond 84

Comments:

Site Looks Good

Trace amounts of algae noted and treated.



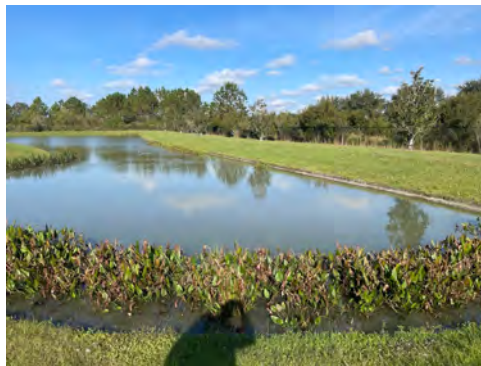
Pond 85

Comments:

Site Looks Good

Beneficial native aquatic plant species thriving around the majority of the pond shoreline.

We continue spot spraying invasive grasses in and around the native plant areas.



Site Assessments

Pond 86

Comments:

Site Looks Good

Beneficial native aquatic plant species are in small groupings, but thriving nonetheless.

We continue spot spraying invasive grasses in and around the native plant areas.



Pond 87

Comments:

Site Looks Good

Water level back to normal.



Site Assessments

Pond 88

Comments:

Site Looks Good

Erosion becoming more apparent in selected areas.

Recently treated Algae no longer present.



Pond 89

Comments:

Treatment In Progress

Planktonic Algae present and received treatment in late December. Results in progress.



Site Assessments

Pond 90

Comments:

Site Looks Good

Exposed bank areas will be monitored and treated with preemergent herbicide before Springtime.



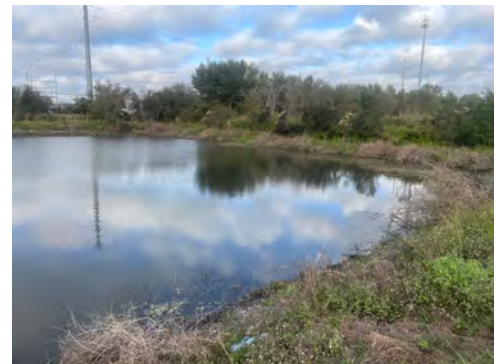
Pond 91

Comments:

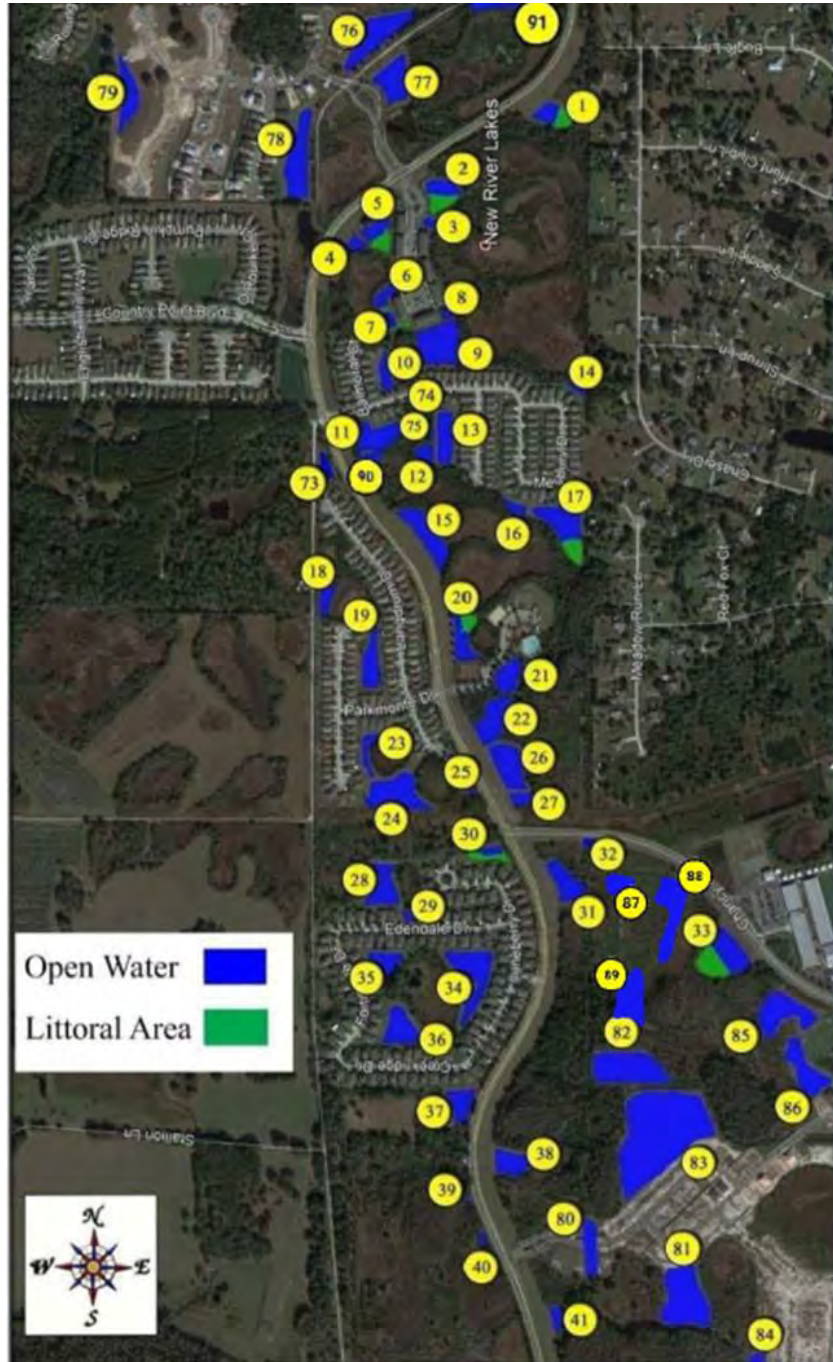
Normal Growth Observed

Treatment via boat performed recently to target all growth within, and around, the pond.

The invasive aquatic plant Alligatorweed is decomposing as a result of these recent treatments



North Site Map

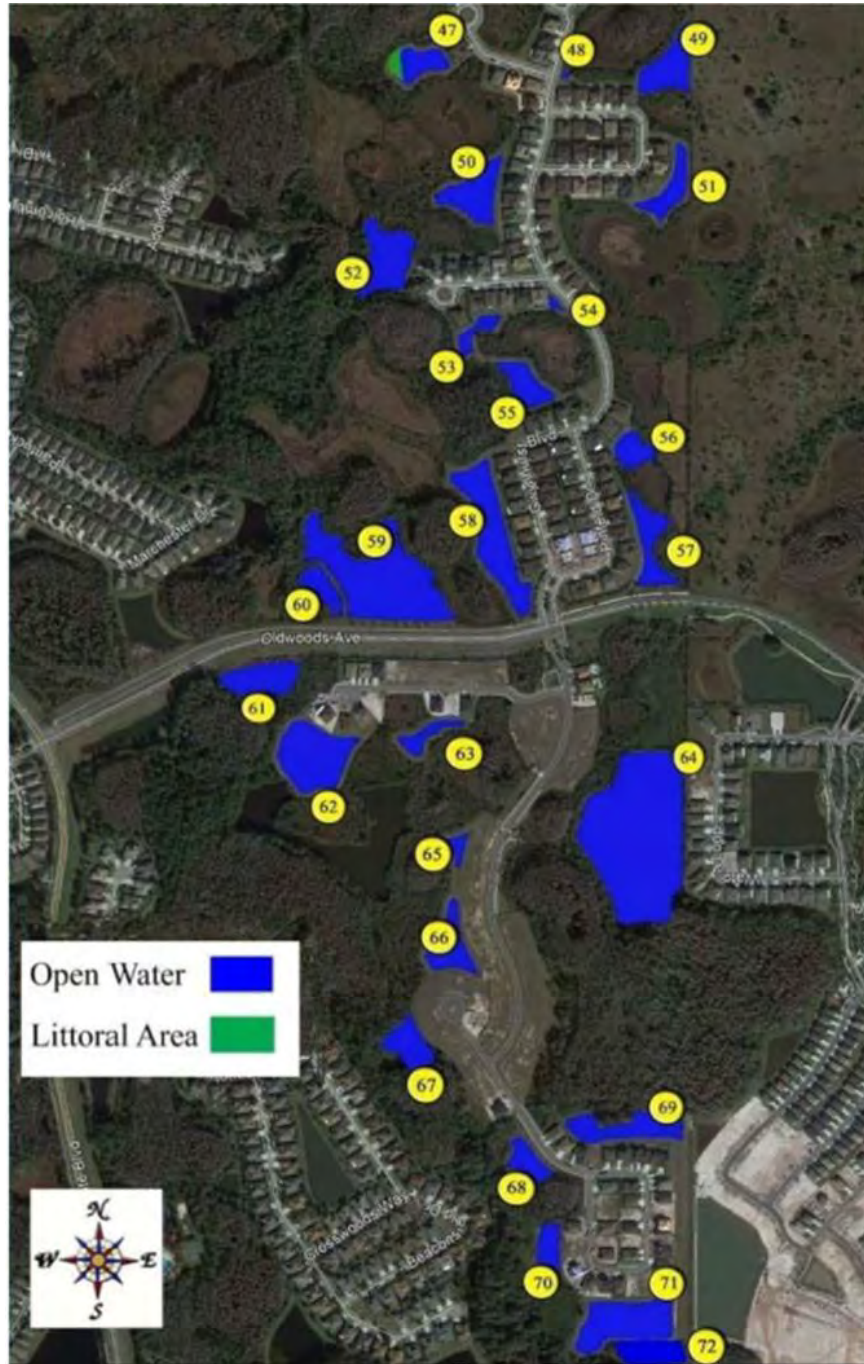


www.AdvancedAquatic.com
lakes@advancedaquatic.com

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Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
 1-800-491-9621

South Site Map



www.AdvancedAquatic.com
lakes@advancedaquatic.com

292 S. Military Trail, Deerfield Beach, FL 33442

Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa

1-800-491-9621

Tab 5

MEADOW POINTE IV

FIELD INSPECTION REPORT



December 20, 2022
Rizzetta & Company
Jason Liggett – Field Services Manager



Rizzetta & Company
Professionals in Community Management

Summary & Clubhouse

General Updates, Recent & Upcoming Maintenance Events

❖ Merry Christmas and Happy New Year!

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. **Treat the ant mounds on Meadow Pointe Blvd. spring.**
Once eradicate rake down the mounds.

2. Treat the crack weeds and string trim them near the metal railing fences on the northside of Meadow Pointe Blvd.

3. Improve the vigor in the Loropetalum at the MP North main entrance.



7. Provide the district a price to do a crown cleaning on the oak tree in the center island at the whinsenton entrance. Ensure that this tree is within the 15 ft specs.

8. Remove the signage in the bed space on the outbound side of the parkmonte entrance.

9. Continue to work on the drift roses at the have main entrance center island. This have improved and will probably need a cutback this spring.(Pic 10)



4. Remove the brown fronds from the queen palm on the exit side of the MP North entrance.

5. Remove the palm debris throughout the whinsenton place entrance during visits.

6. **Note to the board we could have damaged plant material from the upcoming frost. Most of this material will come back in**

10. Juniper to provide a cost to remove the sink in the front of the Haven entrance if there is a cost. (Pic 10 Next Page)



Meadow Pointe Boulevard



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.)
12. Make sure that the trees on the pond banks in the haven are being detailed remove sucker growth from the base of these trees.
13. Make sure the fig is being kept off the shellwood place signs and is not covering the name.



Tab 6



Proposal

Proposal No.: 188719
Proposed Date: 11/18/22

PROPERTY:	FOR:
Meadow Pointe IV CDD Jason Liggett 3902 Meadow Pointe Blvd Wesley Chapel, FL 33543	Provence Tree Install Proposal

Juniper proposes to install new Sabal Palms and Queen Palms in clumps of threes along the lake banks. Each clump will be approximately 40 feet away from the other. The trees will be spaced about nine feet apart in triangular spacing. We feel this will help with the view out of the back patios of these houses by making the focal point the trees instead of the power poles and lines.

There is no irrigation in these areas therefore we will have to hand water these trees until they are established. This will take approximately two months of hand watering.

Sod will be damaged during installation of the trees. Once the job is completed we will assess the sod and provide a proposal to repair any and all damage.

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
North Pond					\$29,028.77
Maintenance Division Labor	150.00	HR	\$55.00	\$8,250.00	
Sabal Palm, Slick, 16-20' ct - FGP3	15.00	FG	\$516.63	\$7,749.45	
Queen Palm, 20-22' oa - FGP4	12.00	FG	\$499.97	\$5,999.58	
Pine Bark, 03CF bag - 03CF	100.00	03CF	\$12.67	\$1,267.00	
Arborbrace Cloth Palm Brace Kit 5 ft.	27.00	EA	\$61.76	\$1,667.58	
Lumber - Wood Stakes 2x4x8, 208 Units per Pallet	81.00	EA	\$14.00	\$1,133.92	
Watering Labor	120.00	HR	\$55.00	\$6,600.00	
Misc Rental	1.00	EA	\$1,506.25	\$1,506.25	
South Pond					\$52,305.05

Maintenance Division Labor	300.00	HR	\$55.00	\$16,500.00
Sabal Palm, Slick, 16-20' ct - FGP3	27.00	FG	\$516.63	\$13,949.01
Queen Palm, 20-22' oa - FGP4	27.00	FG	\$499.97	\$13,499.06
Pine Bark, 03CF bag - 03CF	200.00	03CF	\$12.67	\$2,534.00
Arborbrace Cloth Palm Brace Kit 5 ft.	54.00	EA	\$61.76	\$3,335.17
Lumber - Wood Stakes 2x4x8, 208 Units per Pallet	162.00	EA	\$14.00	\$2,267.84
Watering Labor	120.00	HR	\$55.00	\$6,600.00
Misc Rental	1.00	EA	\$3,012.50	\$3,012.50
Total:				\$81,333.82

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager) _____
Date

Printed Name (Owner/Property Manager)

Signature - Representative _____
Date

Blank



5532 Auld Ln. Holiday, FL 34690

1.888.RED.TREE

Date: 12/3/2022
Client: Meadow Pointe IV c/o Rizzetta
 31014 KELMIN TERRACE
 WESLEY CHAPEL, FL 33543

Phone: 813.933.5571 Ext.: 5763
Fax:
Email: jliggett@rizzetta.com
Attention: Jason Liggett

Project : Palm Install
Plan :

Scope of Work:

RedTree Landscape Systems proposes to furnish all necessary labor, materials and equipment to complete the above mentioned project.

LANDSCAPE

<u>Qty</u>	<u>Description</u>	<u>Size/Unit</u>	<u>Unit Cost</u>	<u>Total</u>
<u>North Pond</u>				
1	Build 9 triangular beds for Palms	all	1800.00	1,800.00
15	Sabal Palm Slick	16'-20'ct	450.00	6,750.00
12	Queen Palm	20'-22'oa	725.00	8,700.00
100	Pine Bark	3cf bags	9.00	900.00
27	Bracing for Palms	all	150.00	4,050.00
54	Tree Gator watering bags 2 per palm	all	50.00	2,700.00
1	Watering Labor 2x a week for 8 weeks	all	4000.00	4,000.00
North Pond Total:				<u>\$28,900.00</u>
<u>South Pond</u>				
1	Build 18 triangular beds for Palms	all	3600.00	3,600.00
27	Sabal Palm Slick	16'-20'ct	450.00	12,150.00
27	Queen Palm	20'-22'oa	725.00	19,575.00
200	Pine Bark	3cf bags	9.00	1,800.00
54	Bracing for Palms	all	150.00	8,100.00
108	Tree Gator watering bags 2 per palm	all	50.00	5,400.00
1	Watering Labor 2x a week for 8 weeks	all	8000.00	8,000.00
South Pond Total:				<u>\$58,625.00</u>
Total Landscape:				<u>\$87,525.00</u>



Signed: _____ Date: _____

Signed: _____ Date: _____

Proposal submitted by:

Kevin Smith

Senior Landscape Designer/Advisor

727.426.3679

ksmith@redtreelandscape.systems

Tab 7



Proposal

Proposal No.: 193004

Proposed Date: 12/19/22

PROPERTY:	FOR:
Meadow Pointe IV CDD Jason Liggett 3902 Meadow Pointe Blvd Wesley Chapel, FL 33543	Coco Brown mulch

Coco brown mulch install

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Plant Material					\$29,120.00
coco brown install	560.00	EA	\$52.00	\$29,120.00	
				Total:	\$29,120.00

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damage caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date

Tab 8



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** February 8, 2023, at 5:00pm
- **FY 2021-2022 Audit Completion Deadline:** June 30, 2023

**District
Manager's
Report**

January 11

2023

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<u>FINANCIAL SUMMARY</u>	<u>9/30/2022</u>
General Fund Cash & Investment Balance:	\$611,848
Reserve Fund Cash & Investment Balance:	\$721,177
Debt Service Fund Investment Balance:	<u>\$468,546</u>
Total Cash and Investment Balances:	\$1,801,571
General Fund Expense Variance: \$25,273	Under Budget



Rizzetta & Company

District Manager Updates

Budget- Meadow Pointe IV CDD finished under budget for the Fiscal Year 2021-2022 by \$25,273.

Accounting Software- Meadow Pointe IV will receive training on how to use the new Intacct accounting system. MPIV will have a username and password that the Board will share.

Late Fee- I spoke with the Accounting Manager and Vice President Scott Brizendine. He is going to credit the District the late fee regarding the Hog Trapping Service.

County Commissioner- I spoke with the County and the Board request was emailed to the Commissioner Secretary. I have a follow-up call this week.

Meadow Pointe IV Minutes – Stacey is going to work on getting the minutes out sooner for review. Any changes will be highlighted and put on the website if the Board makes any modifications during the meeting.

CDD Sod being damaged by Double Branch Elementary- I spoke with the principal's secretary. She informed me that the principal will call me back. I will follow back up this week. The plan is to work together on a solution for the District.



Rizzetta & Company



Tab 9

**Meadow Pointe IV-A Homeowners Association (MPIV-A HOA)
Recommendation to Improve the 2015 Easement Agreement with the
Meadow Pointe IV Community Development District (MPIV CDD)**

January 3, 2023

Purpose: To improve upon the October 2015 Easement Agreement between the MPIV CDD and the MPIV-A HOA (the neighborhoods of Enclave, Meridian, Provence, and Windsor).

Context:

In October 2015, the CDD and MPIV-A HOA entered into an agreement by which the HOA would be responsible for specific services on CDD property within the four HOA neighborhoods. Such services included landscaping, irrigation, entry monuments, walls and fences not required by engineering plans, and maintenance of the mail kiosks. The CDD retained responsibility for services such as the gates, streetlights, sidewalks, roads, ponds, mowing of pond banks, stormwater systems, conservation areas, and walls and fences required by engineering plans. Since turnover from Developer to Homeowners in early 2020, the HOA has sought to improve the Agreement which would better define CDD and HOA responsibilities.

A primary reason for the Agreement is that the MPIV-A HOA neighborhoods contain some features not found in all other neighborhoods. To install, maintain, or replace such features and to provide related services, the HOA assesses homeowners of neighborhoods which specifically benefit from those services, rather than having the CDD assess District residents at-large. In addition, the HOA is appropriately structured and ideally situated to understand and address requirements of the homeowners and their neighborhoods.

Recommended Revision to the Operative Provisions of the Agreement:

- o **Association's Responsibility.** The Association agrees to be responsible for the installation, operation, maintenance, repair, and replacement (together, "HOA Services") of the below described improvements and services on the District Property. All work will be performed in a neat and professional manner and shall be in accordance with industry standards.
 - a. Landscaping of exterior entranceways and interior areas identified on plat book pages as Landscape, Wall, & Drainage Area (L.W.D.A); Wall/Landscape Area; Open Space & Common Area; Common & Landscape Area; and Park or Park Site. This excludes areas identified on plat book pages as Drainage Area, which are contiguous to a drainage pond.
 - b. Irrigation of the common area responsibilities identified above.
 - c. Up-Lighting of landscape common areas.
 - d. Interior walls and fences, e.g., dog park fences, which are not required by applicable engineering plans (Note: maintenance and replacement of Party Walls and Party Fences is subject to provisions of the Master Declaration of Covenants, Conditions, and Restrictions).
 - e. Mail kiosk areas, including structure, stonework, trellis, parking pavers, electrical services (excluding operation of the mail kiosks which is responsibility of the U.S. Postal Service).
 - f. Interior monuments and pavers, such as at cul-de-sacs.
 - g. Utility costs for irrigation of neighborhood entranceways and interior common areas.
 - h. Maintenance of wells and reclaimed water irrigation systems.
 - i. Rust-prevention services for well-water used to irrigate neighborhood common areas.

- j. Boardwalk maintenance inside neighborhoods.
 - k. Parks and common area landscape enhancement areas within neighborhoods
 - l. Pressure washing of common areas inside the neighborhoods (includes sidewalks, gutters, curbs, monuments, mail kiosk trellis, mail kiosk parking area, and fences to include fences and retaining walls which are the structural responsibility of the District).
 - m. Bulletin boards
 - n. Dog waste stations
 - o. Holiday decorations.
- **District's Responsibility.** The District shall remain responsible for the maintenance, repair and replacement of all other infrastructure and improvements that it owns, including, but not limited to the following improvements and services:
 - a. Amenity Center (Clubhouse facilities) operations and maintenance.
 - b. Roadways, to include asphalt roads designated in the plat book as Emergency Access, Pedestrian Access, and/or Utility Easement
 - c. Stormwater systems
 - d. Conservation areas, drainage areas, wetland conservation areas, wetland easement areas, and wetland mitigation areas
 - e. Streetlights
 - f. Security operations
 - g. Coordination and payment of trash and recycling services
 - h. Management of wildlife impacting common area properties
 - i. Maintenance of bridges or culverts
 - j. Meadow Pointe North Lift Station
 - k. Walls and fences required by applicable engineering plans (e.g., retaining walls and related fencing, etc.)
 - l. Entry gates and related call boxes and gate operators
 - m. Entryway sign, stone, monuments, trellis, and fencing
 - n. Perimeter walls and fences, to include any additional entry gates, stone, monuments, trellis, and fences
 - o. Electrical services at entranceways
 - p. Sidewalks and other similar structures
 - q. Maintenance of ponds.
 - r. Landscaping of pond banks and of areas identified on plat book pages as Drainage Area or Drainage Operations Maintenance Easement (DOME), which are contiguous to a drainage pond.
 - s. Landscaping of the common areas along Meadow Pointe Boulevard and Oldwoods Avenue, excluding the entranceways and interior of the HOA Neighborhoods.
 - t. Pressure washing of common area sidewalks, curbs, and gutters at neighborhood front entrances, from the vehicular and pedestrian gates to the tip of the neighborhood entrance/end of sidewalk
 - u. Administrative functions of the District to include debt/bond management
 - **Cost of HOA Services.** The Association will pay for all costs of the HOA Services through the collection of assessments within the HOA Neighborhoods.

- **Covenant not to Impose Certain Assessments, Fees, Charges.** The District will not levy and impose operations and maintenance assessments, other assessments, fees, or charges on the landowners within the HOA Neighborhoods for any services the District provides to the other neighborhoods but not the HOA Neighborhoods by virtue of this Agreement; any such costs shall be borne by other landowners within the District outside of the HOA Neighborhoods.

MPIV-A HOA Concluding Remarks:

The desire for MPIV-A HOA to provide services as described above are not unusual or odd. Florida Statute 720 provides that the officers and directors of an HOA have a fiduciary relationship to the members who are served by the association, and that powers and duties of an association include the operation and maintenance of common areas, for which the association is responsible. The Master Declaration specifies powers and authority for the HOA to contract for services to provide for operation and maintenance of the Common Property, and that the Association is responsible to maintain Common Property in good and presentable condition and repair. Further, the Master Declaration states that the HOA shall have the power and authority to enter into agreements, to include those that provide for the improvement, maintenance, repair, replacement, management, and operation by the HOA of any land or improvement leased to, or owned or operated by, the CDD.

The MPIV-A Board of Directors is confident in its ability to achieve its fiduciary responsibility by performing tasks and services as described above for the benefit of HOA members.

The proposed revision ensures that residents of Shellwood Place, Parkmonte, Whinsenton, Meadow Pointe North, and the Haven would not subsidize the cost of such goods and services provided by the MPIV-A HOA for its members. Likewise, members of MPIV-A would not subsidize the cost of similar services, if any, provided by the CDD to other District neighborhoods.

The Agreement also ensures that the CDD staff is not encumbered to perform, manage, budget, or collect assessments for such services provided by the HOA. Instead, the CDD Board of Supervisors and CDD Management is better enabled to focus on other core responsibilities.

Some have called to terminate the Agreement, citing a challenge to budget and capture costs for District-provided services to the other District neighborhoods, but not provided to the MPIV-A neighborhoods. An example includes the need to capture costs to landscape the entryway at Shellwood Place, Parkmonte, and Whinsenton which includes mowing; trimming; fertilizing; weeding; providing pest control; replacing plants; providing shrub and tree maintenance; and irrigation services/repairs. The MPIV-A Board of Directors believes there are management processes to properly account for such expenditures, which are fair to all District residents and property owners.

Some have rightly claimed that there are questions of which organization is responsible for what. The proposed revision seeks to eliminate such questions. For example, one recommendation is

that the CDD slightly increase its responsibility to landscape (mow) the entirety of plat book-designated Drainage Areas which are contiguous to ponds throughout the District. Currently, the CDD does so in some neighborhoods, but not in the MPIV-A neighborhoods. This measure would eliminate a current discrepancy and a source of confusion.

All neighborhoods must be properly maintained, and we believe that the HOA is ideally suited to achieve many of the desired results.

Tab 10

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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, December 14, 2022 at 10:00 a.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
Scott Page	Board Supervisor, Assistant Secretary
Michael Scanlon	Board Supervisor, Assistant Secretary
George Lancos	Board Supervisor, Assistant Secretary

Also present were:

Darryl Adams	District Manager, Rizzetta & Co. Inc.
Stacey Gillis	Administrative Assistant, Rizzetta & Co. Inc.
Lori Stanger	Clubhouse Manager
Vivek Babbar	District Counsel, Straley, Robin, & Vericker
Josh Burton	Juniper Landscape
Jason Liggett	Landscape Inspection Manager
Doug Agnew	Advanced Aquatics
Greg Woodcock	Stantec

Audience	Present
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FIRST ORDER OF BUSINESS

Call to Order

Mr. Adams called the meeting to order and performed 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.

51
52 **THIRD ORDER OF BUSINESS** **Audience Comments on Agenda**
53 **Items**
54

55 There were no audience comments presented at this time.

56
57 **FOURTH ORDER OF BUSINESS** **Administer Oath of Office to Newly**
58 **Appointed Officers**
59

60 Ms. Stacey Gillis administered the Oath of Office to Ms. Megan McNeil and Mr.
61 George Lancos before the meeting was called to order.

62
63 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2023-03,**
64 **Designating Officers of the District**
65
66

Pertaining to the Board of Supervisors adopting Resolution 2023-03, Designating Officers of the District, on a motion from Mr. Page, seconded by Mr. Lancos, the Board appointed Mr. Michael Scanlon as Chairman for the Meadow Pointe IV Community Development District.

67
On a motion by Mr. Scanlon, seconded by Ms. Sholl, the Board appointed Ms. Megan McNeil as Vice Chairman and Mr. George Lancos, Mr. Scott Page & Ms. Liane Sholl as Assistant Secretaries for the Meadow Pointe IV Community Development District.

68
69 Also, the Board appointed Mr. Bob Schleifer as Secretary and Mr. Daryl Adams, Mr.
70 Matthew Huber & Mr. Lynn Hayes as Assistant Secretaries for signature purposes only.

71
72 **SIXTH ORDER OF BUSINESS** **Staff Reports**
73

74 **A. Deputy Report**

75 The Deputy's report was reviewed. The Board discussed a proper balance
76 between patrolling within neighborhoods and patrolling along Meadow Pointe
77 Blvd and Oldwoods Ave, adjacent neighborhoods.

78
79 **B. Amenity Management**

80 Ms. Stanger presented her report to the Board.

81
82 The vendor which damaged the dumpster gate frame has agreed to pay for
83 damages, which occurred when installing playground mulch.

84
85 Mr. Page requested an email blast be sent to residents reminding them that
86 fishing is not permitted in the ponds.

87
88 The Board held a brief discussion regarding a dead deer on Oldwoods Ave
89 near Meridian. Mr. Liggett offered to remove the deer at no cost.

90
91 Mr. Page mentioned that residents have complained about tripping
92 hazards on Meadow Pointe Blvd. The Board would like to invite the County

93 Commissioner to a future meeting, in part, to learn of plans for repairs
94 and/or widening of the road.

95
96 Ms. Stanger presented the CRT Proposal and Maintenance Agreement to
97 replace three, old and defective cameras at the Clubhouse.
98

On a motion from Mr. Page, seconded by Ms. McNeil, the Board of Supervisors approved the CRT Proposal for three Camera Replacements in the amount of \$3,838 from the Reserve Fund for the Meadow Pointe IV Community Development District.

99
100 Action on the CRT Maintenance Agreement was deferred, as this was not
101 budgeted, and the Board requires actual prices to consider.
102

103 The Board reviewed and considered two proposals for pool resurfacing.
104

On a motion from Mr. Scanlon, seconded by Mr. Page, the Board of Supervisors approved The Pool Works proposal in the amount of \$78,276, from the Reserve Fund. This project is scheduled to begin April 2024 and will take about 4 weeks to complete. Mr. Babbar will prepare a formal agreement and present it to the Board upon completion.

105
106 Ms. Stanger talked about pressure washing sidewalks and curbs at the
107 exterior of neighborhood gates. The Board agreed to have this as an agenda
108 item for the next meeting.
109

110 **C. Aquatics Maintenance Report**

111 The Board received the Aquatics Maintenance Report from Mr. Agnew.
112

113 Mr. Agnew is still having issues accessing Pond 64. Mr. Woodcock is still
114 working with the other Board to get access.
115

116 Mr. Agnew presented the 2023 Aquatic Services Renewal with an increase
117 of \$219 per month making the monthly charge \$4,604.
118

On a motion from Ms. McNeil, seconded by Ms. Sholl, the Board of Supervisors approved the 2023 Aquatic Services Renewal with the new monthly charge of \$4,604.00 for the Meadow Pointe IV Community Development District.

119 **D. Landscape Inspection Report**

120 The Board received the Landscape Inspection Report from Mr. Liggett.
121
122

123 Mr. Liggett mentioned that there are several ant mounds throughout the
124 District and asked that Juniper continue to service them.
125

126 Mr. Liggett also asked that Juniper limit the amount of water used on
127 Meadow Pointe Blvd and in front of Meridian as it is all weeds.
128

129 Mr. Page noted that there is a large tree limb laying alongside Meadow
130 Pointe Blvd, near the Chancey Rd intersection. The Board asked Mr. Liggett
131 to have it removed.

132
133 Mr. Page again raised the issue of old and decrepit signs which were
134 installed many years earlier to advertise for Cal-Atlantic Homes and for
135 Union Park at the northwest corner of Meadow Pointe Blvd and SR56. He
136 asked that the District remove or have these signs removed. The Board
137 asked that a 30-day notice be given to remove all signs from CDD property.
138 They would also like Mr. Adams to see if there is a licensing marketing
139 agreement already in place.

140
141 The Board reviewed the SYTE Cutback proposals, one in the amount of
142 \$24,600 and the other for \$16,250. After some discussion, the Board agreed
143 to approve the proposal for \$24,600.

144

On a motion from Ms. McNeil, seconded by Mr. Page, the Board of Supervisors approved the SYTE Cutback Proposal in the amount of \$24,600 for the Meadow Pointe IV Community Development District.

145
146 Mr. Liggett gave an update on the Duke Energy RFP for Tree Installation.
147 He is waiting on two more proposals and should have everything for the
148 next Board meeting.

149
150 The Board asked that an email blast be sent to residents informing them of
151 the Duke Energy Project.

152
153 Mr. Page provided an update on street tree removal/replacement in
154 Shellwood Place. The vendor has submitted documents to the County to
155 obtain permits so they can start this project, hopefully in January.

156
157 The vendor noted that the County will have concerns about homes where a
158 street tree was removed but not replaced. A resident clarified that those
159 were oak trees removed by the District and the District replaced the tree
160 elsewhere within the neighborhood. Mr. Liggett believes there is paperwork
161 to support that action.

162
163 Mr. Page raised an issue of a Mahoe Hibiscus tree planted in the District
164 right-of-way at 1792 Whitewillow Dr. in Meridian by the owner without HOA
165 or CDD approval. The tree is not on the CDD list of approved trees, but Mr.
166 Liggett and the Board agreed that due to the length of time it has been
167 planted, to approve of it with stipulations that it be trimmed to not block the
168 sidewalk or roadway, and that the owner be responsible if tree roots
169 damage District infrastructure.

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175 **E. District Counsel**

176 Mr. Babbar was present and gave the Board an update on the park area
177 behind Shellwood. He informed the Board that it is un-platted, does not
178 have a permit and that the Board can stop maintaining it if they wish. The
179 Board would like to know landscape cost difference if they stop maintaining
180 this area. This will be an item on the agenda for next month.

181
182 Mr. Page explained the need for a resident at 2835 Hillard Drive in Enclave
183 to enter a licensing agreement with the CDD, as eight other residents did in
184 2021. The Board made a motion to allow Mr. Babbar to prepare a licensing
185 agreement addendum for 2835 Hillary Drive to cover the legal cost of \$100.
186

On a motion from Mr. Scanlon, seconded by Mr. Lancos, the Board of Supervisors agreed to go into a licensing agreement with the resident at 2835 Hillard Drive for the Meadow Pointe IV Community Development District.

187
188 **F. District Engineer**

189 Mr. Woodcock presented his report and informed the Board of a resident
190 complaint where they are experiencing high water levels within the
191 wetland behind their home located at 1974 Whitewillow Drive. Mr. Lancos
192 noted that the problem, arising as part of new construction and
193 development of the Wynfields community, also seems to be affecting
194 some homes in Windsor. The Board would like Mr. Adams to keep track
195 of the District Engineer's cost for this project, for reimbursement from the
196 developer of Wynfields.

197 **G. District Manager**

198 The Board received the District Manager Report from Mr. Adams.

199
200 Mr. Adams reminded the Board that the next regular meeting will be held
201 on January 11, 2023, at 10:00 a.m.
202

On a motion from Ms. McNeil, seconded by Ms. Fischer, the Board of Supervisors approved the LLS Tax Solutions Arbitrage Engagement Letter for Series 2005 for the Meadow Pointe IV Community Development District.

On a motion from Ms. McNeil, seconded by Mr. Scanlon, the Board of Supervisors agreed to purchase Christmas Gift Cards and distribute them to District Staff for the Meadow Pointe IV Community Development District.

204
205 **SEVENTH ORDER OF BUSINESS**

**Consideration of Minutes of the Board
of Supervisors' Regular Meeting held
on November 9, 2022**

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208
209 Mr. Adams presented the minutes of the Board of Supervisors' regular meeting held
210 on November 9, 2022.
211
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Mr. Lancos asked that if there are revisions made to the minutes after the Board has already reviewed the draft, to highlight those changes for all to see. To alleviate such a problem, Mr. Page requested that he receive a draft copy of the minutes soon after each meeting to review and make suggested revisions earlier in the process, and while issues are still fresh after a meeting.

On a motion from Ms. McNeil, seconded by Mr. Scanlon, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held on November 9, 2022, as presented, for the Meadow Pointe IV Community Development District.

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EIGHTH ORDER OF BUSINESS

**Consideration Operations &
Maintenance Expenditures for
October 2022**

The Board received the Operation and Maintenance Expenditures for October 2022 in the amount of \$63,324.25. Mr. Page noted that he had several questions about invoices, but due to time constraints will follow-up after the meeting.

On a motion from Ms. McNeil, seconded by Mr. Lancos, with all in favor, the Board approved the O&M Expenditures for October 2022 in the amount of \$63,324.25 for the Meadow Pointe IV Community Development District.

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NINTH ORDER OF BUSINESS

Supervisor Forum

There were no Supervisor requests presented at this time.

TENTH ORDER OF BUSINESS

Adjournment

On a motion from Ms. McNeil, seconded by Mr. Lancos, the Board approved adjourning the meeting at 1:11 p.m. for the Meadow Pointe IV Community Development District.

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Assistant Secretary

Chair/Vice Chair

Tab 11

MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

Operations and Maintenance Expenditures November 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2022 through November 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$131,091.10**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
ADT Security Services, Inc.	100098	952465399	Service 11/13/2022- 02/12/2023	\$ 147.63
Advanced Aquatic Services, Inc.	100105	10546396	Monthly Aquatic Maintenance 10/22	\$ 4,385.00
Advanced Aquatic Services, Inc.	100113	10546817	Monthly Aquatic Maintenance 11/22	\$ 4,385.00
Advanced Aquatic Services, Inc.	100105	10546893	Trash Pickup on Pond # 64 10/22	\$ 325.00
Advanced Aquatic Services, Inc.	100113	10546915	Installed 9,100 fresh bare root plants & Installed 6,710 fresh bare root plants 11/22	\$ 15,810.00
Airite Air Conditioning, Inc.	100099	C109546	Preventative Maintenance 08/22-10/22	\$ 280.00
Charter Communications	ACH	96793601111022	31187 Sotherby Drive 11/22	\$ 92.97

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Charter Communications	ACH	97406101102222	3525 Bellmeade CT 11/22	\$ 99.93
Crosscreek Environmental, Inc.	100106	11812	Repair and Control Erosion Pond # 2 09/22	\$ 23,100.00
Florida Department of Revenue	ACH	61-8015577602-6 10/22	Sales & Use Tax 10/22	\$ 68.37
Frontier Florida, LLC	ACH	813-973-3003-101308-5 11/22	Internet 11/22	\$ 352.23
Frontier Florida, LLC	ACH	813-994-1603-072021-5 11/22	Whinsenton Internet 11/22	\$ 60.99
Frontier Florida, LLC	ACH	813-994-4607-042922-5 11/22	Windsor Gate Phone 11/22	\$ 54.99
Frontier Florida, LLC	ACH	813-994-4726-101321-5 10/22	Parkmont Internet 10/22	\$ 60.99
Frontier Florida, LLC	ACH	813-994-4731-080621-5 11/22	Enclave Sub Division Fiber Optic Internet 11/22	\$ 60.99
Frontier Florida, LLC	ACH	813-994-6437-121521-5 11/22	Internet 11/22	\$ 60.99

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Howard Anthony Frostman	100100	Frostman 10242022	Christmas Event 12/17/2022 Final Payment	\$ 237.50
Jennifer L. Sholl	100114	LS110922	Board of Supervisors 11/09/2022	\$ 200.00
Megan McNeil	100117	MM110922	Board of Supervisors 11/09/2022	\$ 200.00
Michael J Scanlon	100118	MS110922	Board of Supervisors 11/09/2022	\$ 200.00
Scott W Page	100121	SP110922	Board of Supervisors 11/09/2022	\$ 200.00
Susan A. Fischer	100124	SF110922	Board of Supervisors 11/09/2022	\$ 200.00
Jerry Richardson Trapper	100115	1696	Monthly Hog Removal Service 11/22	\$ 1,200.00
Juniper Landscaping of Florida, LLC	100116	173915	Landscaping Services 08/22	\$ 1,856.65
Juniper Landscaping of Florida, LLC	100116	180883	Annuals 09/22	\$ 1,875.00

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Juniper Landscaping of Florida, LLC	100116	181024	Tree Removal 09/22	\$ 550.00
Juniper Landscaping of Florida, LLC	100116	181025	Irrigation Repairs 09/22	\$ 450.00
Juniper Landscaping of Florida, LLC	100116	182092	Irrigation Repair 10/22	\$ 936.12
Juniper Landscaping of Florida, LLC	100116	182915	Hurricane Clean Up 10/22	\$ 1,471.40
Juniper Landscaping of Florida, LLC	100116	183974	Mulch Install 10/22	\$ 8,296.00
Meadow Pointe IV Debit Card	DC-1122	DC11.5-22-11.28.22	Clubhouse Debit Card	\$ 315.04
Mr. Electric of Land O' Lakes	100101	30576253	Service Call 10/22	\$ 540.99
Pasco County Board of County Commissioners	100119	22173498	Solid Waste Assessment 22-26-20-0000-00100-0031 2022	\$ 1,336.94
Pasco County Utilities	100102	17408340	#0514195 - 3900 Meadow Pointe Blvd 10/22	\$ 1,394.66
Rizzetta & Company, Inc.	100108	INV0000071958	Assessment Roll Preparation FY 22/23	\$ 5,304.00

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	100104	INV0000072647	District Management Fees 11/22	\$ 6,507.50
Rizzetta & Company, Inc.	100103	INV0000072676	Personnel Reimbursement 10/22	\$ 6,197.47
Rizzetta & Company, Inc.	100107	INV0000072708	Cell Phone/Mileage 10/22	\$ 169.38
Rizzetta & Company, Inc.	100109	INV0000072732	Personnel Reimbursement 11/22	\$ 8,270.10
Romaner Graphics	100120	21417	Clubhouse Repairs 11/22	\$ 225.00
Southern Automated Access Services, LLC	100110	11955	CAPXL Fee- Provence 11/22	\$ 75.50
Southern Automated Access Services, LLC	100110	11956	CAPXL Fee - MP North 11/22	\$ 75.50
Southern Automated Access Services, LLC	100110	11957	CAPXL Fee - Shellwood 11/22	\$ 75.50
Southern Automated Access Services, LLC	100122	11980	Preventative Maintenance Provence 11/22	\$ 190.00

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Southern Automated Access Services, LLC	100122	11981	Preventative Maintenance Parkmont 11/22	\$ 190.00
Southern Automated Access Services, LLC	100122	11982	Preventative Maintenance MP North 11/22	\$ 190.00
Southern Automated Access Services, LLC	100122	11983	Preventative Maintenance Shellwood 11/22	\$ 190.00
Southern Automated Access Services, LLC	100122	11984	Preventative Maintenance Enclave 11/22	\$ 190.00
Southern Automated Access Services, LLC	100122	11985	Preventative Maintenance Whinsenton 11/22	\$ 190.00
Southern Automated Access Services, LLC	100122	11986	Preventative Maintenance Meridian 11/22	\$ 190.00
Southern Automated Access Services, LLC	100122	11987	Preventative Maintenance Windor 11/22	\$ 190.00
Southern Automated Access Services, LLC	100122	11998	Secured Gates for Hurricane Meridian 11/22	\$ 105.00

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Southern Automated Access Services, LLC	100122	11999	Secured Gates for the Hurricane Enclave 11/22	\$ 105.00
Stantec Consulting Services, Inc.	100123	2002912	Engineering Services 10/22	\$ 6,030.00
Straley Robin Vericker	100111	22274	General Legal Services 10/22	\$ 1,434.50
Suncoast Pool Service, Inc.	100112	8775	Pool Supplies Maintenance 11/22	\$ 1,145.00
TECO	ACH	221006228235	Oldwoods Ave Street Light Service 10/22	\$ 1,366.73
Waste Connections of Florida	ACH	6394584W425	Waste Services 10/22	\$ 13,747.50
Withlacoochee River Electric Cooperative, Inc.	ACH	2185385.455	Public Lighting 10/22	\$ 254.38
Withlacoochee River Electric Cooperative, Inc.	ACH	Summary 10/22 - 845	Summary Bill 10/22	<u>\$ 7,677.66</u>
Report Total				<u>\$ 131,091.10</u>