



Rizzetta & Company

Meadow Pointe IV Community Development District

Board of Supervisors' Meeting February 12, 2020

**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	Liane Sholl Denise Rae William Horner Susan Fischer Megan McNeil	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Gregory B. Cox	Rizzetta & Company, Inc.
District Attorney	Mark Straley/ Vivek Babbar	Straley & Robin
District Engineer	Tonja Stewart	Stantec Consulting Services Inc

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting / hearing / workshop by contacting the District Manager at 813-933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT

5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

www.meadowpointe4cdd.org

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

February 5, 2020

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, February 12, 2020 at 12:00 p.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:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors Regular Meeting held on January 8, 2020 Tab 1
 - B. Consideration of Operation and Maintenance Expenditures for December 2019 Tab 2
- 5. BUSINESS ITEMS**
 - A. Presentation of 2019 Wildland Conservation Meadow Pointe North Easements Annual Report Tab 3
- 6. STAFF REPORTS**
 - A. District Counsel
 1. Waste Management Update
 - B. District Engineer
 1. Update on Sidewalk Repairs Project
 - C. Field Services Manager
 1. Presentation of the Field Inspection Report Tab 4
 2. Consideration of Landscape Proposal Tab 5
 - D. Aquatic Maintenance
 1. Presentation of the Waterway Inspection Report Tab 6
 2. Consideration of Solitude Contract Renewal Tab 7
 - E. Amenity Management
 1. Review of Amenities Report Tab 8
 - F. District Manager
- 7. AUDIENCE COMMENTS ON OTHER ITEMS**
- 8. SUPERVISOR REQUESTS**
- 9. 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,

Gregory B. Cox

Gregory B. Cox
District Manager

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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, January 8, 2020 at 5:09 p.m.** at the Meadow Pointe IV Clubhouse, located at 3902 Meadow Pointe Blvd, Wesley Chapel, Florida 33543.

Present and constituting a quorum:

Liane Sholl	Board Supervisor, Chairman
Denise Rae	Board Supervisor, Vice Chairman
Susan Fischer	Board Supervisor, Assistant Secretary
Bill Horner	Board Supervisor, Assistant Secretary
Megan McNeil	Board Supervisor, Assistant Secretary

Also present were:

Greg Cox	District Manager, Rizzetta & Company, Inc.
Vivek Babbar	District Counsel, Straley, Robin, & Vericker
Tonja Stewart	District Engineer, Stantec (via conf. call)
Raul Anaya	Clubhouse Manager

Audience

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

The Board received audience comments regarding the status of the entrance monument at Hwy 54 and whether or not the names could be removed from the monuments due to their construction status; the sidewalk repair project and opinions of grinding the sidewalks versus replacing; the status of street repairs that have been discussed at previous meetings.

51 **THIRD ORDER OF BUSINESS**

**Consideration of Minutes of the Board
of Supervisors' Regular Meeting held
on December 11, 2019**

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On a Motion by Ms. Sholl, seconded by Mr. Horner, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on December 11, 2019, for the Meadow Pointe IV Community Development District.

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56 **FOURTH ORDER OF BUSINESS**

**Consideration of Operation and
Maintenance Expenditures for
November 2019**

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On a Motion by Ms. Rae, seconded by Ms. McNeil, with all in favor, the Board of Supervisors approved to ratify the payment of invoices in the Operations and Maintenance Expenditures report for November 2019 (\$95,244.47) for the Meadow Pointe IV Community Development District.

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61 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-01;
Approval of Pavers**

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64 Mr. Babbar provided an explanation of the purpose for Resolution 2020-01,
65 Approval of Pavers. He noted that there needed to be a process for the approval and
66 recording of agreements for residents to remove concrete and install pavers upon CDD
67 owned roadway and sidewalk at the end of driveways.

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On a Motion by Ms. Sholl, seconded by Ms. Rae, with all in favor, the Board of Supervisors approved to adopt Resolution 2020-01; Approval of Pavers, for the Meadow Pointe IV Community Development District.

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70 **SIXTH ORDER OF BUSINESS**

**Discussion Regarding Clearing of
Conservation Area**

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73 The Board received an update of the issue of residents clearing CDD property
74 behind their residences and also heard a request from Mr. and Mrs. George Petrossian
75 for permission to continue to keep the area cleared. The Board took no action to
76 authorize the continued encroachment and provided guidance to the residents to stop
77 clearing and to let the area grow back naturally.

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79 **SEVENTH ORDER OF BUSINESS**

**Consideration of Volleyball Court
Proposal**

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On a Motion by Ms. Rae, seconded by Ms. Sholl, with all in favor, the Board of Supervisors approved a proposal to renovate the volleyball court area with a not-to-exceed amount of \$5,000, for the Meadow Pointe IV Community Development District.

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83 The Board requested staff to research if it was possible to add weed prevention
84 cloth below the sand.

EIGHTH ORDER OF BUSINESS

Staff Reports

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A. District Counsel

The Board received a District Counsel update from Mr. Babbar. He provided updated information regarding the Waste Connections services to Meadow Pointe North.

B. District Engineer

The Board received a District Engineer report from Ms. Stewart. She handed out punch list information related to the developer turnover of areas to the District. The Board discussed the sidewalk issues discussed earlier in the workshop. The Board indicated that they wanted to wait to see the results of the sidewalk work in Meadow Pointe III, and that they want to start with the “most severe” sidewalk issues determined by the Precision Sidewalk inspection.

C. Field Inspection Report

The Board reviewed the Field Operations Report prepared by Tyree Brown. Ms. McNeil requested that the landscape contractor do something about the weeds in the right-of-way along Meadow Pointe Blvd, particularly near Oldswood.

D. Aquatics Report

The Board reviewed the Solitude/Aquatic Systems waterway report. The Board discussed the hog damage that was reported to have occurred.

E. Amenity Management

The Board received an Amenity Management update from Mr. Raul Anaya. The Board discussed the need to set new Deputy shift hours now that the District will be working with new Deputies in the near future. The Board discussed the option of 7:00 a.m. to 7:00 p.m. versus 6:00 a.m. to 6:00 p.m. shifts and requested that Mr. Anaya work with the Sheriff’s office to determine the most appropriate shift and for the Chairman to finalize the authorization.

F. District Manager

Mr. Cox reminded the Board that the next regular meeting is scheduled for Wednesday, February 12, 2020 at 12:00 p.m. at the Meadow Pointe IV Clubhouse, located at 3902 Meadow Pointe Blvd, Wesley Chapel, Florida 33543.

137 **NINTH ORDER OF BUSINESS**

Audience Comments

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139 Mr. Scott Page had questions about the ADA website agenda format requirements.

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141 **TENTH ORDER OF BUSINESS**

Supervisor Requests

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143 Ms. Fischer requested that Mr. Cox check with Patty Desthers with the Meadow
144 Pointe North HOA regarding an irrigation leak.

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146 **ELEVENTH ORDER OF BUSINESS**

Adjournment

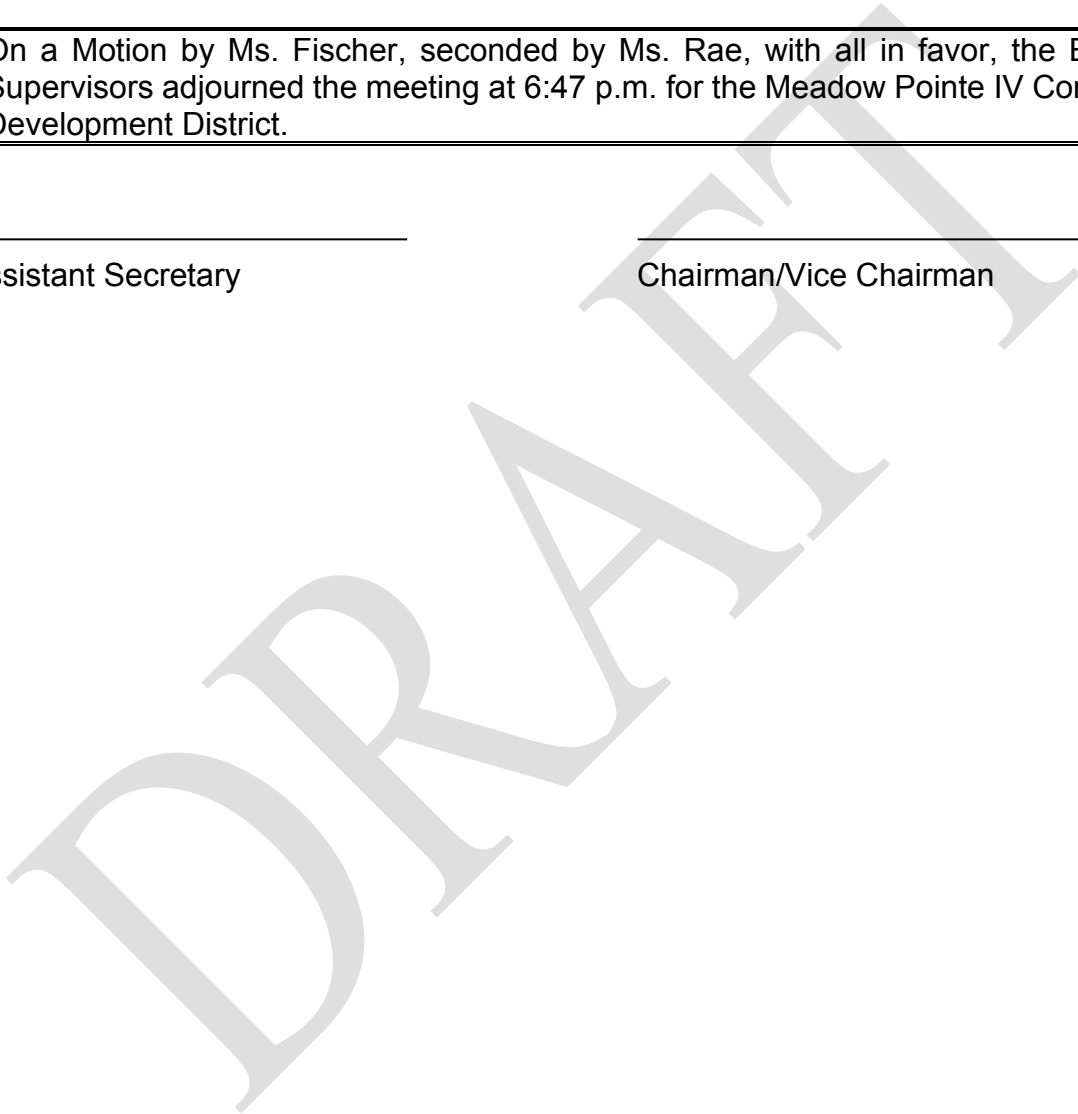
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On a Motion by Ms. Fischer, seconded by Ms. Rae, with all in favor, the Board of Supervisors adjourned the meeting at 6:47 p.m. for the Meadow Pointe IV Community Development District.
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151 Assistant Secretary

Chairman/Vice Chairman

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Tab 2



MEADOW POINTE IV

COMMUNITY DEVELOPMENT DISTRICT

5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 - 813-994-1001 - Meadowpointe4cdd.org

Operations and Maintenance Expenditures December, 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2019 through December 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$80,716.57**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant
Secretary

_____ **MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT** _____

Liane Sholl
Chairman

Denise-Rae Herrera
Vice Chairman

William Horner
Supervisor

Meagan McNeil
Supervisor

Susan Fischer
Supervisor

Clifton Fischer
District Manager

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

December 1, 2019 Through December 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aquatic Systems, Inc.	003895	0000462746	Aquascaping - Sites 1, 5, & 20 11/19	\$ 4,913.00
Clean Sweep Supply Co., Inc.	003896	00206521	Supplies 11/19	\$ 573.36
DCSI, Inc.	003883	26402	Access Gate Key Fobs 11/19	\$ 131.25
DCSI, Inc.	003905	26442	Gate CCTV Warranty- Shellwood, Parkmonte, Whinsenton 12/19	\$ 98.97
DCSI, Inc.	003905	26466	Gate Warranty Windsor, Meridian, Provence, MPN Enclave 12/19	\$ 545.00
DCSI, Inc.	003905	26488	Access Gate Key Fobs 12/19	\$ 131.25
DCSI, Inc.	003905	26491	Access Gate Key Fobs 12/19	\$ 525.00
Decorating Elves, Inc	003897	108843	Balance Due Holiday Decorations 12/19	\$ 1,619.15
Denise Rae	003912	DR121119	Board of Supervisors Meeting 12/11/19	\$ 200.00
Fitness Logic, Inc.	003884	92862	Fitness Equipment 11/19	\$ 142.96
Florida Department of Revenue	003898	61-8015577602-6 11/19	Sales & Use Tax 11/19	\$ 96.17
Frontier Communications of Florida	003899	813-973-3003-101308-5 11/19	Clubhouse FIOS Service 11/19	\$ 465.48
Jennifer L. Sholl	003915	LS121119	Board of Supervisors Meeting 12/11/19	\$ 200.00
Kidz Fun Enterprises, LLC	003900	121419	Balance Due - Christmas Party Event 12/14/19	\$ 1,700.00
Landscape Maintenance Professionals, Inc.	003885	148091	Bahia, St. Augustine, Ornamental Fert 10/19	\$ 3,650.00

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

December 1, 2019 Through December 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Landscape Maintenance Professionals, Inc.	003908	148514	Monthly Grounds Maintenance & Addendum 1 12/19	\$ 12,997.34
Landscape Maintenance Professionals, Inc.	003908	148753	Palm Fertilizer 11/19	\$ 315.00
Landscape Maintenance Professionals, Inc.	003908	148754	Pest Control 11/19	\$ 345.00
Meadow Pointe IV CDD	CD252	CD252	Debit Card Replenishment	\$ 1,180.64
Megan McNeil	003909	MM121119	Board of Supervisors Meeting 12/11/19	\$ 200.00
Municipal Asset Management, Inc.	003886	0617510	42nd Payment Tax Exempt Lease Purchase 11/19	\$ 487.69
Navitas Credit Corporation	003910	40257864 12/19	Security Systems 12/19	\$ 977.54
Outsmart Pest Management Inc.	003911	25610	Pest Control Service 12/19	\$ 51.00
Pasco Sheriff's Office	003887	120119	Law Enforcement Services Installment #3 12/19	\$ 8,713.33
Rizzetta & Company, Inc.	003888	INV000000000045229	District Management Fees 12/19	\$ 5,987.50
Rizzetta Amenity Services, Inc.	003901	INV00000000006889	Amenity Management Services 11/19	\$ 4,296.79
Rizzetta Amenity Services, Inc.	003913	INV00000000006917	Out Of Pocket Expenses 11/19	\$ 239.74
Rizzetta Technology Services, LLC	003889	INV0000004981	Website Hosting Services 12/19	\$ 100.00
Romaner Graphics	003891	19761	Maintenance & Repairs Whinsenton 11/19	\$ 110.00

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

December 1, 2019 Through December 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Romaner Graphics	003903	19773	Maintenance & Repairs Clubhouse 12/19	\$ 65.00
Southern Automated Access Services LLC	003890	7077	Gate Repairs Enclave 11/19	\$ 95.00
Southern Automated Access Services LLC	003890	7136	Windshield Reader Repairs Parkmonte 11/19	\$ 95.00
Southern Automated Access Services LLC	003890	7140	Gate Repairs Provence 11/19	\$ 815.00
Southern Automated Access Services LLC	003902	7141	Gate Repairs Meridian 11/19	\$ 195.00
Southern Automated Access Services LLC	003902	7142	Gate Repairs Meridian 11/19	\$ 71.25
Southern Automated Access Services LLC	003902	7155	Retrieved Loaner Board/Installed Replacement - Enclave 12/19	\$ 95.00
Southern Automated Access Services LLC	003902	7156	Installed Loaner Board - Parkmonte 12/19	\$ 95.00
Southern Automated Access Services LLC	003902	7164	Gate Repairs Meridian 12/19	\$ 95.00
Southern Automated Access Services LLC	003902	7165	Replaced Entire 1835 Tele Entry Unit - Parkmonte 12/19	\$ 3,080.50
Southern Automated Access Services LLC	003914	7171	Gate Repairs Enclave 12/19	\$ 95.00
Southern Automated Access Services LLC	003914	7178	Gate Repairs Test Siren Sensors All Gates 12/19	\$ 95.00
Southern Automated Access Services LLC	003890	Southern Phone Summary 11/19	Southern Phone Summary 11/19	\$ 399.60

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

December 1, 2019 Through December 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Stantec Consulting Services Inc.	003904	1591891	Engineering Services 11/19	\$ 6,084.28
Straley Robin Vericker	003892	17754	General Legal Services 11/19	\$ 1,973.95
Suncoast Pool Service	003893	5622	Supply & Install new VGB Main Drain Covers for Pool 09/19	\$ 1,040.00
Suncoast Pool Service	003916	5821	Pool Supplies Maintenance 12/19	\$ 1,145.00
Susan A. Fischer	003906	SF121119	Board of Supervisors Meeting 12/11/19	\$ 200.00
U.S. Water Services Corporation	003894	901319	Monthly Lift Station Inspection 11/19	\$ 78.74
Waste Connections Of Florida	003917	4328101	Waste Disposal Residential Services 11/19	\$ 6,397.44
Waste Connections Of Florida	003917	660000	Waste Disposal Recreation Center 12/19	\$ 70.00
William P. Horner	003907	WH121119	Board of Supervisors Meeting 12/11/19	\$ 200.00
Withlacoochee River Electric Cooperative, Inc.	003918	10252971 11/19	Account #10252971 11/19	\$ 5,706.64
Withlacoochee River Electric Cooperative, Inc.	003918	Summary 11/19	Summary Bill 11/19	\$ <u>1,536.01</u>
Report Total				\$ <u>80,716.57</u>

Tab 7

ANNUAL POND MANAGEMENT CONTRACT

PROPERTY NAME: Meadow Pointe IV CDD

Contract Term: March 1, 2020 through February 28, 2021

SUBMITTED TO: Mr. Greg Cox, District Manager

SUBMITTED BY: Jimmy Taylor

SPECIFICATIONS: Eighty-One ponds, Sites #1 through #41 and #47 through #86 (71.62 Acres; 67,407 Perimeter)

Aquatic Weed Control:

1. Pond(s) will be inspected on a *seventy-eight (78) times per year* basis, Six (6) times monthly with one (1) additional time during May through October, Seven (7) times monthly.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Aquatic Weed Control:

1. Shoreline areas, including nine Littoral Zones, will be inspected on a *seventy-eight (78) times per year* basis, Six (6) times monthly with one (1) additional time during May through October, Seven (7) times monthly.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

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Pond Algae Control:

1. Pond(s) will be inspected on a *seventy-eight (78) times per year* basis, Six (6) times monthly with one (1) additional time during May through October, Seven (7) times monthly.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the client's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Stocking for improved Weed Control:

1. Stocking triploid grass carp should be considered as part of an Integrated Pest Management (IPM) program. Grass carp in these programs will often times reduce the amount of pesticides required to properly maintain ponds, helping to achieve our long-term goals of quality management through the restoration of ecological balance. Grass Carp are regulated by each state and permits will be obtained by the contractor on behalf of the client. In situations or states where grass carp are not appropriate or legal, they will not be stocked.

Permitting:

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Notifying the client of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Client Responsibilities:

1. Client will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Compliance and enforcement of temporary water-use restrictions where applicable.

Special Customer Site Inspection Report

1. Included monthly.

Service Reporting:

1. Client will be provided with a monthly service report detailing all of the work performed as part of this contract.

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General:

1. Contractor is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Contractor is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our clients' lakes and ponds as part of an overall integrated pest management program.
4. Contractor guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract **will meet or exceed all of the contractor's legal regulatory requirements as set forth** by the EPA and related state agencies for NPDES and FIFRA. Contractor will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.
7. Contractor will maintain **general liability and workman's compensation insurance.**
8. Client understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat their ponds. The client is responsible for notifying the contractor in advance of the contract signing and the start of the contract treatment if they utilize any of the water in their ponds for irrigation purposes. The client accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the client for irrigation without the consent or knowledge of the contractor.
9. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, any time there is an extreme infestation of algae and aquatic weeds, there is a risk of dissolved oxygen drops as a result of large masses of algae and aquatic weeds dying and decomposing simultaneously. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often ponds will experience natural fish kills under these conditions even if no treatment is performed. Every effort, to include the method and timing of application, the choice of products, and the skill and training of the

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applicators is made to avoid such problems. This risk is especially mitigated by the use of systemic herbicides wherever possible, which results in a very slow steady control of the target weed species. However, the client understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of the contractor that will result in the death of some fish and other aquatic life. The client also understands and accepts that similar risks would remain if the algae or submersed invasive vegetation present in the pond goes uncontrolled, as it will over time interfere with the health and wellbeing of the existing fish population. The client agrees to hold the contractor harmless for any issues with fish or other aquatic life which occur as described above or are otherwise outside the direct control of the contractor, unless there is willful negligence on the part of the contractor.

10. Contractor shall be reimbursed by the client for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the contractor by the client that are not covered specifically by the written specifications of this contract.
11. The term of this agreement is for a period of twelve (12) months, with payment to be made in twelve (12) equal monthly payments due by the last day of each month. As a courtesy, the client will be invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The client is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of the contractor to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the client, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.
12. Contract will automatically renew annually at the end of the contract period for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price and Additional Enhancements each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.
13. The client agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due from the due date as specified by the contract and as stated on the relevant invoice presented to the client.
14. The client covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SÖLitude Lake Management® for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

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CONTRACT PRICE: \$52,080.00 Annual
\$4,340.00 Monthly Twelve (12) months

PAYMENT TERMS for the Annual Pond Management Contract:

1. Will be invoiced monthly.
2. Remit Payment To: 1320 Brookwood Drive, Suite H, Little Rock, AR 72202

APPROVED:

(Authorized Signature) Meadow Pointe IV CDD

(Print Name and Title) _____
(Date)

SOLitude Lake Management®



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ADDITIONAL SERVICES:

Carp Barrier(s) Installation/Fabrication:

1. Ten (10) Carp Barriers

Note: Any additional barrier installation required will be included in your waterway services program.

ADDITIONAL PRICE: \$ 250.00 Per Barrier (Plus applicable sales tax)

APPROVED: _____
(Authorized Client Signature)

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