

# MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT

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

[www.meadowpointe4cdd.org](http://www.meadowpointe4cdd.org)

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

October 12, 2020

## 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, October 14, 2020 at 12:00 p.m.** to be conducted by means of communications media technology telephone pursuant to Executive Orders issued by Governor DeSantis pursuant to Section 120.54(5)(b)2., Florida Statutes. The following is the revised 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 September 9, 2020..... Tab 1
  - B. Consideration of Operation and Maintenance  
Expenditures for August 9 2020 ..... Tab 2
- 5. BUSINESS ITEMS**
  - A. Discussion of Workshop
    1. HOA/CDD Maintenance
    2. Street Tree Policy –
      - i. Consideration of Resolution 2021-01;  
Street Tree Policy ..... Tab 3**
  - B. **Update on Standard Pacific’s Parcel N Project ..... Tab 4**
  - C. Discussion of Re-Opening Amenities
  - D. Consideration of Amenity Services Proposal ..... Tab 5
  - E. Consideration of Resolution 2021-02;  
Re-Designating Assistant Secretary ..... Tab 6
- 6. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
    1. Update on Sidewalk/Gutter Repairs Project
    2. Windsor Access
  - C. Field Services Manager
    1. Presentation of the Field Inspection Report..... Tab 7
  - D. Aquatic Maintenance ..... Tab 8
    1. Wetland Mitigation Monitoring Report ..... Tab 9
  - E. Amenity Management
    1. Review of Amenities Report ..... Tab 10
  - 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 3**

## RESOLUTION 2021-01

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT ADOPTING REVISED POLICIES ON TREES LOCATED IN DISTRICT OWNED SUBDIVISION ROAD RIGHT OF WAYS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Meadow Pointe IV Community Development District (the “**District**”) owns most of the subdivision road right of ways within the District (the “**District ROW**”);

**WHEREAS**, the District ROW begins on the outer edge of the sidewalk and runs through the entire width of the sidewalk, the landscaping strip, the road, all the way to the outer edge of the sidewalk on the opposite side of the District ROW;

**WHEREAS**, the District maintains the roads and the sidewalks located within the District ROW and the District’s staff or vendors, on at least an annual basis, inspects the sidewalks and reports any unsafe conditions observed to the Board of Supervisors of the District (the “**Board**”);

**WHEREAS**, the developer/builders of the community installed trees within the landscaping strip within the District ROW that are the maintenance obligations of the homeowner who resides adjacent to the tree pursuant to the applicable Declaration of Covenants, Conditions, and Restrictions;

**WHEREAS**, it has come to the Board’s attention that certain trees are causing or are anticipated to cause damage to the District’s sidewalks and residents’ landscaping features;

**WHEREAS**, the Board is authorized to establish policies for District owned property and the maintenance thereof; and

**WHEREAS**, the Board desires to adopt the “**Policy on Problem Trees Located in the District ROW**” attached hereto as **Exhibit A** to resolve the issues caused by problem trees and adopt the “**Policy on Non-Problem Trees Located in the District ROW**” attached hereto as **Exhibit B** to provide an option to residents for any other reason to remove and replace non-problem trees within the District ROW.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:**

- 1. Incorporation of Recitals.** The above recitals are true and correct and by this reference are incorporated as a material part of this Resolution.
- 2. Adoption of Policies.** The Board hereby adopts the Policy on Problem Trees Located in the District ROW and the Policy on Non-Problem Trees Located in the District ROW.
- 3. Future District ROW.** In the event that subdivision road right of ways that are within the District’s boundaries and not currently owned by the District are in the future conveyed or dedicated to the District, then this Resolution and the policies adopted herein shall automatically apply to such subdivision road right of ways upon the District’s acceptance of such conveyance or dedication.
- 4. Conflicts.** This Resolution replaces any resolution, policy, rules, actions, or motion in conflict with this Resolution.

**5. Severability.** If any section or part of a section of this Resolution is declared invalid, unconstitutional, or inconsistent with any law or regulation, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**6. Effective Date.** This Resolution shall become effective immediately upon its adoption and shall remain in effect unless rescinded, repealed, replaced, or superseded.

Passed and Adopted on \_\_\_\_\_, 2021. **Meadow Pointe IV**  
**Community Development District**

**Attest:**

\_\_\_\_\_  
Greg Cox  
Assistant Secretary

\_\_\_\_\_  
Liane Sholl  
Chair of the Board of Supervisors

## Exhibit A

### Policy on Problem Trees Located in the District ROW

The Meadow Pointe IV Community Development District (the “**District**”) owns most of the subdivision road right of ways (“**District ROW**”) in the District. The District ROW begins on the outer edge of the sidewalk and runs through the entire width of the sidewalk, the landscaping strip, the road, all the way to the outer edge of the sidewalk on the opposite side of the District ROW. The District maintains the roads and sidewalks and residents maintain the landscaping strip, including any trees installed thereon.

Certain trees within the District ROW have begun uplifting the sidewalk and causing damage to the landscaping features and infrastructure installed by residents. Since the District owns the property upon which the trees are located and is ultimately responsible to Pasco County with respect to its tree ordinances, the District has decided to establish a process to address the trees causing damage:

1. Homeowners who wish to remove a tree within the District ROW that is causing damage must submit a detailed proposal to the District Manager from a licensed, bonded, and insured vendor for the tree removal, and the resident must list three prioritized preferences for a replacement tree. District-approved tree replacements are:

- |                        |  |
|------------------------|--|
| a. Eagleston Holly     | <i>Ilex x attenuate 'Eagleston'</i>        |
| b. Crape Myrtle        | <i>Lagerstroemia spp.</i>                  |
| c. Japanese Blueberry  | <i>Elaeocarpus decipens</i>                |
| d. Walter’s Viburnum   | <i>Viburnum obovatum</i> (tree; not shrub) |
| e. Yaupon Holly        | <i>Ilex vomitoria</i>                      |
| f. Indian Hawthorne    | <i>Raphiolepis spp.</i>                    |
| g. Ligustrum           | <i>Ligustrum japonicum</i>                 |
| h. Nelle Stevens Holly | <i>Ilex x 'Nellie R. Stevens'</i>          |

2. District Staff will review the proposal for completeness and will contact the District Field Manager to confirm that the tree is causing damage. If confirmed, the District’s Field Manager will coordinate with the resident on the type of replacement tree and suitable replacement location in the District ROW adjacent to the resident’s home. The District Field Manager will consider the type of nearby street trees to ensure an aesthetic appearance for the neighborhood and will ensure that the replacement District ROW tree is of a type different than existing on the resident’s front lot. If there is no suitable location within the District ROW, the District Field Manager will make a recommendation to the District Manager, such as possibly planting a replacement tree at another location on the lot.

3. The District Staff will provide the resident a Tree Maintenance Agreement, ensuring that the resident agrees to maintain the tree. Upon receipt of a fully executed agreement, District Staff will send the resident an email (ensuring the District Manager is copied) permitting resident to use the requested vendor, at the resident’s expense, to remove the tree. The resident will be responsible for obtaining any permission or permits from Pasco County and any applicable homeowner’s association approval prior to the work commencing.

4. Upon removal of the tree, the District will install the replacement tree at District expense.

5. The District Manager will inform the Property Manager of the Homeowner's Association of all relevant decisions.

This Policy is intended to only be utilized once per location, but the District does reserve the right to review, amend, replace, or rescind this Policy. Nothing in this Policy shall be construed to create or imply (1) a present or continuing obligation on the part of the District to maintain the replacement tree or (2) a grant of permission for a resident to perform any other alterations on the landscaping strip within the District ROW without the express written permission of the District.

## Exhibit B

### Policy on Non-Problem Trees Located in the District ROW

The Meadow Pointe IV Community Development District (the “**District**”) owns most of the subdivision road right of ways (“**District ROW**”) in the District. The District ROW begins on the outer edge of the sidewalk and runs through the entire width of the sidewalk, the landscaping strip, the road, all the way to the outer edge of the sidewalk on the opposite side of the District ROW. The District maintains the roads and sidewalks and residents maintain the landscaping strip, including any trees installed thereon.

The District desires to provide residents interested in removing and replacing non-problem trees within the District ROW (non-problem trees are any trees not covered by the District’s Policy on Problem Trees Located in the District ROW) an opportunity to remove existing trees with suitable replacement trees. Since the District owns the property upon which the trees are located and is ultimately responsible to Pasco County with respect to its tree ordinances, the District has decided to establish a process to permit residents who desire to remove and replace such trees:

1. Homeowners who wish to replace a non-problem tree within the District ROW must submit a detailed request to the Homeowner Association’s (HOA) Architectural Review Board (ARB). The HOA Property Manager will provide the District Manager a copy of the proposal. The District has ten working days to concur or comment; otherwise, the ARB will process the application and inform the homeowner of the results.

2. District-approved tree replacements are

- |                        |  |
|------------------------|--|
| a. Eagleston Holly     | <i>Ilex x attenuate ‘Eagleston’</i>        |
| b. Crape Myrtle        | <i>Lagerstroemia spp.</i>                  |
| c. Japanese Blueberry  | <i>Elaeocarpus decipens</i>                |
| d. Walter’s Viburnum   | <i>Viburnum obovatum</i> (tree; not shrub) |
| e. Yaupon Holly        | <i>Ilex vomitoria</i>                      |
| f. Indian Hawthorne    | <i>Raphiolepis spp.</i>                    |
| g. Ligustrum           | <i>Ligustrum japonicum</i>                 |
| h. Nelle Stevens Holly | <i>Ilex x ‘Nellie R. Stevens’</i>          |

3. If the application is approved, the resident will be responsible for obtaining any permission or permits from Pasco County prior to the work commencing.

This Policy is intended to only be utilized once per location, but the District does reserve the right to review, amend, replace, or rescind this Policy. Nothing in this Policy shall be construed to create or imply (1) a present or continuing obligation on the part of the District to maintain the replacement tree or (2) a grant of permission for a resident to perform any other alterations on the landscaping strip within the District ROW without the express written permission of the District.

# Tab 4

**FIRST AMENDMENT TO THE SEPTEMBER 8, 2015 AGREEMENT  
BETWEEN WILDLANDS CONSERVATION, INC., STANDARD PACIFIC  
OF FLORIDA AND MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT**

This First Amendment (“**First Amendment**”) to the September 8, 2015 Agreement (“**Agreement**”) between Wildlands Conservation, Inc. (“**Wildlands**”), Standard Pacific of Florida (“**Standard Pacific**”), and Meadow Pointe IV Community Development District (“**CDD IV**”) is entered into as of \_\_\_\_\_, 2020.

**Introduction**

1. Effective as of September 8, 2015, **Wildlands**, **Standard Pacific**, and **CDD IV** entered into the **Agreement** under which **Wildlands** agreed to undertake the inspection, monitoring and reporting of the condition of the **F-1/F-2 Property** as required by the **Permit**.

2. **Standard Pacific** is the owner of and has operational control of the land described in **Exhibit “A”** attached hereto and incorporated herein (“**Additional Property**”). **Standard Pacific** will transfer its ownership of the **Additional Property** to **CDD IV** and thereafter, **CDD IV** will be the owner and have operational control of the **Additional Property**.

3. The **Additional Property** will be subject to a conservation easement to be recorded in the Public Records of Pasco County, Florida (“**Conservation Easement for Additional Property**”) in which **Standard Pacific** will be the grantor and **Wildlands** will be the grantee and which will be substantially in the form of Exhibit “B” attached hereto and incorporated herein.

4. **Wildlands** agrees to and does by this **First Amendment** accept the responsibility to be the grantee of **Conservation Easement for Additional Property** to oversee and report on the management of the **Additional Property** consistent with the requirements set forth in this **First Amendment**, the **Agreement**, and the **Conservation Easement for Additional Property**.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grantee of Conservation Easement for Additional Property.** By execution of this **First Amendment**, **Wildlands** accepts the position of grantee of the **Conservation Easement for Additional Property**, which shall be in addition to **Wildlands’** position as grantee of the **Deed of Conservation Easement Third Party Beneficiary Rights to Usage** attached as Exhibit “B” to the **Agreement** and recorded at O.R. Book 9198, Page 3724, of the Public Records of Pasco County (“**F-1/F-2 Conservation Easement**”).

2. **Oversight and Management Responsibilities.** Until **Standard Pacific** transfers the **Additional Property** to **CDD IV**, **Standard Pacific** shall be responsible for the oversight and management of the **Additional Property** as required under the **Permit** and the **Conservation Easement for Additional Property**. Upon the transfer of the **Additional Property** to **CDD IV**, **CDD IV** shall be responsible for the oversight and management of the **Additional Property**. **Wildlands** as grantee, and pursuant to this **First Amendment**, shall undertake the inspection, monitoring, and reporting of the condition of the **Additional Property** as required by the **Permit** and the **Conservation Easement for Additional Property**. In addition, **Wildlands** will undertake a review of the **Additional Property** and

provide a base-line report detailing the present condition of the **Additional Property** so all subsequent reports contemplated under this **First Amendment** and the **Conservation Easement for Additional Property** may be compared to the base-line report. The base-line report prepared pursuant to this paragraph may be undertaken by **Wildlands** at the time that **Wildlands** is present at the **F-1/F-2 Property** pursuant to its responsibilities under the **Agreement** and the **F-1/F-2 Conservation Easement**. Once completed, the base-line report will serve as the annual report for the year 2021. The base-line report will be submitted to **Standard Pacific**, **CDD IV** and the U.S. Army Corps of Engineers.

3. **Compensation for Services Provided by Wildlands in Connection with Additional Property.**

a. In consideration for **Wildlands** undertaking the duties of grantee under the **Conservation Easement for Additional Property**, **Standard Pacific** shall pay **Wildlands** the sum of Three Hundred Fifty Dollars (\$350.00) to conduct the inspection, monitoring, and reporting on **Additional Property** for the calendar year 2021 (“**Additional Property Annual Report**”). (The fee will be One Thousand Dollars (\$1,000) for any **Additional Property Annual Report** that is required by **Standard Pacific** or **CDD IV** to be prepared as a stand-alone report rather than included in the annual report for the **F-1/F-2 Property**.) Following the calendar year 2021 and the transfer of the **Additional Property** to **CDD IV**, **CDD IV** agrees to provide funding for the **Additional Property Annual Report** thereafter as and when it adopts its annual budget or otherwise, fund the same from its general revenue, and pay **Wildlands** for the cost of the same. Payment for the **Additional Property Annual Report** shall be come due and payable to **Wildlands** thirty (30) days after delivery of each **Additional Annual Report** accompanied by an invoice.

b. Further and in order to entice **Wildlands** to accept the position of being the grantee of the **Conservation Easement for Additional Property** and to enter into this **First Amendment**, **Standard Pacific** shall pay **Wildlands**, the sum of Five Thousand Dollars (\$5,000) plus the reasonable legal fees for **Wildlands** counsel to negotiate, prepare and review this **First Amendment**, and to review and negotiate the **Conservation Easement for Additional Property** and all documents related thereto. This payment shall be due and payable within ten (10) days following the execution of this **First Amendment** by all parties.

c. Pursuant to Section 2 of this **First Amendment**, **Standard Pacific** will pay **Wildlands** Four Hundred Fifty Dollars (\$450.00) for the base-line report for the **Additional Property**. This payment shall be due and payable to **Wildlands** no later than ten (10) days after submission of the base-line report to **CDD** and **Standard Pacific**.

d. **Standard Pacific** will transfer the **Conservation Easement for Additional Property** to **CDD IV**. It is recognized, understood and agreed that beginning two (2) years after the effective date of this **First Amendment**, increases in the pricing of **Wildlands’** services provided under this **First Amendment** may need to be made and to that end, **Wildlands** and the **CDD IV** Board of Supervisors will in good faith review and make reasonable increases to the pricing consistent with the market for like kind services.

4. **Management Responsibilities** For the avoidance of doubt, upon the transfer of the **Additional Property** to **CDD IV**, **CDD IV** shall be solely responsible for the management of the **Additional Property** and shall continue to remain responsible for the management of all properties of **CDD IV** that are subject to conservation easements held by **Wildlands**, including without limitation the property subject to the **F-1/F-2 Conservation Easement** and the property subject to the Deed of

Conservation Easement Third Party Beneficiary Rights to USACE recorded in O.R. Book 9241, Page 1147, and any other **CDD IV** properties subject to conservation easements held by **Wildlands**. Accordingly, **CDD IV** shall be solely responsible for the management of all such properties, including without limitation, the design, implementation, and payment of any costs for remediation, and/or restoration of all such properties. **CDD IV** shall hold harmless, indemnify, and defend **Wildlands**, and its members, directors, officers, employees, agents and contractors, from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, orders, liens or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about any of the properties of **CDD IV** subject to conservation easements held by **Wildlands**, regardless of cause, unless caused by Wildland's negligence; and/or (b) **CDD IV's** obligations specified in this **First Amendment**, the **Agreement**, the **Conservation Easement for Additional Property** or any other conservation easement held by **Wildlands** relating to property owned by **CDD IV**.

5. **Notices.** Any notice, request, demand or other communication required or permitted under this **First Amendment** shall be given in accordance with the provisions of Section 6 of the **Agreement**, except that the address of **Wildland's** legal counsel is:

Michael E. Siegel, Esq.  
Shutts & Bowen LLP  
1858 Ringling Boulevard  
Suite 300  
Sarasota, Florida 34236

and the address for **Standard Pacific's** legal counsel is:

Jeffrey A. Collier, Esq.  
Stearns, Weaver, Miller  
401 East Jackson Street, Suite 2100  
Tampa, Florida 33602

and the

6. **Capitalized Terms.** All capitalized terms used but not defined herein and shall have the meanings given to them in the **Agreement**.

7. **Effect and Control.** The **Agreement** shall remain in full force and effect, including without limitation the dispute resolution provisions set forth in Section 5 of the **Agreement**. In the event of any conflict between this **First Amendment** or the **Agreement**, this **First Amendment** shall control. In the event of any conflict between this **First Amendment** or any other agreement between **Wildlands** and **CDD IV** or between **Wildlands** and **Standard Pacific**, this **First Amendment** shall control.

8. **First Amendment Contingent Upon Wildland's Acceptance and Execution of Conservation Easement for Additional Property.** Notwithstanding anything to the contrary contained in this **First Amendment**, this **First Amendment** shall be contingent upon **Wildlands'** acceptance and execution of the **Conservation Easement for Additional Property**. In the event that **Conservation Easement for Additional Property** is not accepted and executed by **Wildlands**, this **First Amendment**

shall be null, void and of no effect and **Wildlands** shall have not responsibility or any obligation with respect to the **Additional Property**.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

Print Name of Witness

\_\_\_\_\_

Print Name of Witness

**WILDLANDS CONSERVATION,  
INC.** a Florida not for profit corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

Print Name of Witness

\_\_\_\_\_

Print Name of Witness

**MEADOW POINTE IV  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

Liane Sholl  
Chair of the Board of Supervisors

Date: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

Print Name of Witness

\_\_\_\_\_

Print Name of Witness

**STANDARD PACIFIC OF FLORIDA, A FLORIDA  
GENERAL PARTNERSHIP**  
**By: Standard Pacific of Florida GP, Inc., a  
Delaware corporation, its Managing General Partner,**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT “A”**

*[TO BE PROVIDED]*

**EXHIBIT “A”**

***[TO BE PROVIDED]***