



Rizzetta & Company

Meadow Pointe IV Community Development District

Board of Supervisors' Meeting February 10, 2021

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

www.meadowpointe4cdd.org

MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT AGENDA

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

District Board of Supervisors	Megan McNeil Liane Sholl Susan Fischer Scott Page Michael Scanlon	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Aimee Brandon	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 3, 2021

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 10, 2021 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:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 4. BUSINESS ITEMS**
 - A. Consideration of ACPLM Proposal
For Milling, Paving & Striping.....Tab 1
 - B. Consideration of Street/Outdoor Lighting Agreement.....Tab 2
 - C. Consideration of LMP Proposal for the Clubhouse.....Tab 3
 - D. Discussion of Duke Energy on Landscape Enhancements
 - E. Establishment of Audit Committee
- 5. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors
Regular Meeting held on January 13, 2021.....Tab 4
 - B. Consideration of Operation and Maintenance
Expenditures for December 2020.....Tab 5
- 6. STAFF REPORTS**
 - A. District Counsel
 1. Presentation of and Consideration of
E-Verify Memorandum of Understanding.....Tab 6
 - B. District Engineer
 1. Update on Sidewalk/Gutter Repairs Project
 - C. Field Services Manager
 1. Presentation of the Field Inspection Report.....Tab 7
 - D. Aquatic Maintenance
 1. Waterway Inspection Report.....Tab 8
 - E. Amenity Management
 1. Review of Amenities Report.....Tab 9
 - F. District Manager
- 7. AUDIENCE COMMENTS ON OTHER ITEMS**

- 8. **SUPERVISORS FORUM**
- 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,

Aimee Brandon

Aimee Brandon
District Manager

Tab 1

Millling, Paving, and Striping Services Agreement

(Meadow Pointe North)

This Milling, Paving, and Striping Services Agreement (this “**Agreement**”) is entered into as of February 10, 2021, between the **Meadow Pointe IV Community Development District**, a local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes (the “**District**”) and **ACPLM, Inc.**, a Florida corporation (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain rights-of-ways within the District located in Wesley Chapel, Florida. The District desires to retain an independent contractor to provide milling, paving, and striping services for its Meadow Pointe North townhome community (roadways and parking lot). The Contractor represents that it is qualified to provide such services. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference the background information is incorporated by reference as a material part of this Agreement.
2. **Scope of Services.** The Contractor shall perform all work, including all labor, equipment, tools, supervision, services, transportation, and all other necessary incidental items required to perform the work described in the portion of Contractor’s proposal #116731020 dated October 26, 2020 attached hereto as **Exhibit A**.
3. **Safety and Traffic Management.** Contractor shall take precautions at all times to protect any persons and property affected by Contractor’s work, utilizing safety equipment such as bright vests and traffic cones, and shall manage and minimize the disturbance to traffic patterns. Contractor shall maintain traffic control as necessary to prevent damage to the work.
4. **Manner of Performance and Care of the Property.**
 - a. Prior to commencing the work, the Contractor shall call 8-1-1 and all existing utilities and their appurtenances shall be protected throughout performance of the work.
 - b. The fact that any part of the work necessary to meet the requirements of District, or any governmental or other appropriate authorities, are not specifically mentioned in this Agreement, will not excuse Contractor from performance thereof if said part of the work to be performed is usual and normal in the crafts or trades required to perform the work or the crafts or trades usually employed to perform work similar to the work.
 - c. Upon discovery of any information or defect that may affect the work, the Contractor shall immediately provide the District written notice of such information or defect. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
 - d. The work shall be done, furnished, and performed in a workmanlike manner to the satisfaction of the District and shall be in accordance with the best management practices in the industry.
 - e. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District’s satisfaction, any damage resulting from Contractor’s activities and work within a reasonable amount of time. In the event Contractor does not repair or replace the damage to District’s satisfaction, Contractor

shall be responsible for reimbursing District for such damages or the District may elect to deduct the costs of the repair from the payment to Contractor for the work under this Agreement.

- f. The Contractor will coordinate with the District and its signage contractor to ensure their work does not disrupt the performance or scheduling of the signage contractor's work.

5. **Time of Commencement and Completion.** The District Engineer will coordinate the commencement of the work so that the District can coordinate with the community and other users of the roadways and parking lot, including coordinating the turning off of all sprinkler systems on the property the night before as needed for the work to commence. The Contractor shall complete the work within the designated time coordinated with the District Engineer. Time is of the essence with respect to Contractor's obligations under this Agreement.

6. **Permits.** All permits necessary for the work to be performed under this Agreement shall be paid for and obtained by the Contractor.

7. **Compliance with Governmental Regulations.** The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and shall hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Any fees or fines incurred or imposed due to non-compliance shall be borne solely by the Contractor.

8. **Compensation.** The District agrees to pay the Contractor for the work described above in the amount of \$118,668 as broken out below.

- a. The District will pay to Contractor a refundable 30% deposit of upon notice to start the work
- b. The District will pay to Contractor the 60% within 30 days of receipt of the invoice after the work is substantially completed to the satisfaction of the District and the District Engineer.
- c. The District will pay to Contractor the remainder 10% within 30 days of receipt of the invoice after any and all punch list items are completed to the satisfaction of the District and the District Engineer.

9. **Concealed Conditions.**

- a. Contractor has reviewed all existing conditions and limitations affecting the work, including, without limitation, all property lines, utility locations, existing improvements, elevations, and site and local conditions, as applicable to the work. Claims for additional compensation or extensions of time because of the failure of Contractor to familiarize itself with conditions at the site will not be allowed.
- b. If conditions are encountered at the site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in this Agreement, or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in this Agreement, then notice by the observing party shall be given to the other party promptly before the conditions are disturbed and in no event later than 3 business days after first observance of the conditions. The District Engineer will promptly investigate such conditions and, if they are not governed by the subsection below and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the work, will recommend an equitable adjustment in the compensation or completion date or both. If District Engineer determines that conditions at the site are not as described as above, and that no change in the terms of this Agreement is justified, District Engineer shall so notify District and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 14 days after District Engineer has given notice of his determination.

- c. No adjustment in compensation or completion date shall be permitted, however, in connection with a concealed or unknown condition (i) which does not differ materially from those conditions disclosed or (ii) which reasonably should have been disclosed by (a) Contractor's inspections, tests, reviews and preconstruction services performed in connection with the work, including any tests made by or in the possession of Contractor, or (b) inspections, tests, reviews and preconstruction services which Contractor negligently failed to request in connection with the work.

10. Termination. Either party may terminate this Agreement without cause with 10 days written notice to the other party. Upon receipt of a termination notice Contractor will cease performance of the work and make every reasonable effort to procure cancellation of all existing orders for materials. Contractor will be entitled to receive as its exclusive remedy payment for the actual cost of materials purchased by Contractor and the work performed up to the time of receipt of the notice (as the percentage of completion is reasonably determined by the District) with the compensation amount being prorated accordingly, if the deposit exceeds these costs, Contractor will refund the appropriate amount to the District.

11. Additional Services. When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment, change order, or work order authorization.

12. Warranties.

- a. The Contractor warrants that the work (a) conforms to the requirements of this Agreement, (b) was performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, building codes, and applicable regulations, (c) was performed without defects in materials to the extent the materials were provided by Contractor, and workmanship, (d) consists of new unused materials to the extent the materials are provided by Contractor, (e) is fit for the particular purposes or uses contemplated by this Agreement, (f) conforms to all accepted models and samples and all affirmations of fact, promises, descriptions or specifications agreed upon by the District and Contractor.
- b. If within 1 year after the date of final payment by the District any portion of the work (including materials and labor) is found not to comply with the requirements of this Agreement, then Contractor shall correct such noncompliant portion of the work at its expense promptly after receiving written notice from District requesting such correction.
- c. Contractor's warranty in this section is in addition to and does not limit in any way District's claims for latent/patent defects, defects that are concealed and/or not disclosed due to fraud, or claims for warranties set forth by law, or any implied warranties recognized by applicable statutory or common law.
- d. The provisions of this section shall survive approval of the work under this Agreement.

13. Contractor's Default.

- a. Contractor shall be in "Default" under this Agreement if, after 3 business days written notice, Contractor fails or neglects to (i) carry out the work in accordance with this Agreement or in accordance with any specifications, applicable laws, (ii) make proper and timely payment to any Subcontractor for materials or labor, (iii) replace rejected material promptly or correct rejected workmanship as herein provided, or (iv) observe any other terms, provisions, conditions, covenants and agreements in this Agreement to be observed and performed on the part of Contractor.
- b. In the event of a Default by Contractor, District, without prejudice to any other right or remedy District may have, may correct such deficiencies and may deduct the cost thereof, including

compensation for the District Engineer's services and expenses made necessary thereby, from the payment then or thereafter due Contractor.

- c. Alternatively, after Contractor's failure to cure such matter within such 3 day period, at the District's option, District may terminate this Agreement and take possession of the site and remove all materials, tools and construction equipment and machinery thereon owned by Contractor (or require Contractor to immediately remove all such materials, tools and construction equipment and machinery from the site) and District may finish (or cause another contractor to finish) the work by whatever method District may deem expedient. If District takes possession of the site, District may, without any cost or liability to District, use materials, tools and construction equipment and machinery owned by Contractor and left on the site. If the unpaid balance of the compensation exceeds the cost of finishing the work, including compensation for District Engineer's services and expenses made necessary thereby (including, without limitation, District's reasonable attorney's fees and costs), such excess shall be paid to Contractor following final completion of the work by District, but if such cost exceeds such unpaid balance, Contractor shall pay the difference to District. District shall not be responsible to Contractor for any loss of anticipated profits or other consequential damages on any of the work not performed on account of a termination of this Agreement under this section. After any termination of this Agreement by District pursuant to this section, Contractor shall not be entitled to any further payment under this Agreement except to the extent of any amount by which the authorized work completed or installed by Contractor prior to such termination and not previously paid for by District exceeds the amount due by Contractor to District under this section (including all damages which District would be entitled to recover from Contractor by reason of Contractor's breach), and even then only at such time as the work is finally completed. Any sums payable by Contractor to District pursuant to this section shall be payable upon demand and shall bear interest at the lesser of 12% per annum or the highest lawful rate until paid.

14. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

15. Insurance. The Contractor shall carry commercial general liability insurance of no less than \$2,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a 30-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

16. Indemnification. Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

17. No Waiver of Sovereign Immunity Beyond Florida Law. The Contractor further agrees that nothing herein shall constitute or be construed as a waiver beyond the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

18. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

19. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

20. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.
- c. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

21. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 5844 OLD PASCO RD, SUITE 100, WESLEY CHAPEL, FLORIDA 33544.

22. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
23. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties.
24. **Non-Waiver.** No waiver of any covenant or condition of this Agreement by any party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.
25. **Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in Pasco County, Florida.
26. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
27. **Arm's Length Transaction and Interpretation.** This Agreement has been negotiated fully between the parties as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
28. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.
29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
30. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
31. **Notice.** Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

To the District:
c/o Rizzetta and Company
5844 Old Pasco Road
Suite 100
Wesley Chapel, Florida 33544
Attn: Aimee Brandon
ABrandon@rizzetta.com

To the Contractor:
2010 South 51st Street
Tampa, FL 33619
Attn: Richard Ostrander
rostrander@acplm.net

32. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date written above.

ACPLM, Inc.

**Meadow Pointe IV
Community Development District**

Name: _____
Title: _____

Megan McNeil
Chair of the Board of Supervisors

Exhibit A



October 26, 2020

Proposal #116731020

Contact

Tonja Stewart
Phone 813 223-9500
tonja.stewart@stantec.com

Customer

Meadow Pointe IV CDD
% Rizze a and Company
5844 Old Pasco Road Suite 100
Wesley Chapel, Florida 33544

Job

Meadow Pointe North
4456 Fenwood Court
Wesley Chapel, Florida 33543

PROPERTY IMPROVEMENTS

**Cold Mill and Remove 1.5" of the Existing Asphalt,
Pave 1.5" of New Asphalt and Stripe
68,432 square feet / 7,604 square yards**

Scope of work:

1. Pick up 134 existing concrete wheel stops and place in a designated area for future use.
2. Cold mill and remove 1.5" of asphalt from 1 area totaling approximately 7,604 square yards.
3. Haul millings from the job site.
4. Power sweep and clean the entire milled area.
5. Pre-base all low or rough areas with asphalt.
6. Tack all areas to be paved.
7. Pave using 1.5" of Type S-3 hot mix asphalt (with no more than a 20% RAP) in an area totaling approximately 7,604 square yards.
8. Compact asphalt using both vibratory and 9 wheel rubber tire rollers.
9. Stripe to match the existing layout using DOT approved latex paint to include 130 white parking stalls, 4 handicap stalls with quartz grit, 336 linear feet of white 6" line with quartz grit, 1,086 linear feet of yellow 6" line with reflective glass beads, 315 linear feet of yellow 12" line with reflective glass beads, 94 linear feet of yellow curb (top and face) with reflective glass beads, 1 white stop bar with reflective glass beads, 1 large white stop bar with reflective glass beads, 62 white 12" four digit stencils with reflective glass beads, 2 blue road reflectors and 48 yellow road reflectors.
10. Reset and repin 134 existing wheel stops.

Labor and Material - \$118,668.00



Office: 813.633.0548
Fax: 813.634.2686



www.acplm.net



2010 S 51st Street,
Tampa, FL 33619



October 26, 2020

Proposal #116731020

Contact

Tonja Stewart
Phone 813 223-9500
tonja.stewart@stantec.com

Customer

Meadow Pointe IV CDD
% Rizza and Company
5844 Old Pasco Road Suite 100
Wesley Chapel, Florida 33544

Job

Meadow Pointe North
4456 Fenwood Court
Wesley Chapel, Florida 33543

PROPERTY IMPROVEMENTS

Notes:

- *WORK TO BE DONE IN ONE MOBILIZATION, WHICH COVERS THE DURATION AND COMPLETION OF THE PROJECT. IF ADDITIONAL MOBILIZATIONS ARE REQUESTED BY THE CUSTOMER THE ADDITIONAL MOBILIZATIONS WILL BE AN EXTRA CHARGE.
- *PRICE IS GOOD ONLY IF ACPLM HAS FULL AND UNRESTRICTED ACCESS TO THE WORK AREA TO INCLUDE A STAGING AREA FOR THE DURATION OF THE PROJECT. NOT HAVING FULL AND UNRESTRICTED ACCESS TO THE WORK AREA TO INCLUDE A STAGING AREA FOR THE DURATION OF THE PROJECT CAN RESULT IN ADDITIONAL WORK AND/OR MOBILIZATIONS WHICH SHALL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.
- *WORK TO BE DONE ON WEEKDAYS IN DAYLIGHT HOURS.
- *ACPLM IS NOT RESPONSIBLE FOR RE-INSTALLATION OF GATE LOOPS AFTER PAVING COMPLETION. GATE LOOPS TO BE REPLACED BY OTHERS, IF REQUIRED.
- *ACPLM CANNOT BE HELD RESPONSIBLE FOR REFLECTIVE CRACKING OF ASPHALT DUE TO EXISTING CRACKS.
- *ACPLM IS NOT RESPONSIBLE FOR LANDSCAPING, SOD, AND TREE DAMAGED OR REMOVED DURING THE MILL AND PAVE OPERATIONS.
- *AT LEAST TWO WEEKS PRIOR TO THE START OF WORK, CUSTOMER IS TO HAVE THE GRASS, VEGETATION, AND BRANCHES THAT ARE GROWING ALONG THE EDGE OF THE ROAD, TRIMMED, KILLED AND REMOVED OFF AND BEYOND THE EDGE OF THE ROAD.
- *PROPOSAL DOES NOT INCLUDE THERMOPLASTIC PAINT, TESTING, LANE CLOSURE, IMPACT FEES, SURVEYING, AS-BUILTS, EROSION CONTROL, SHOP DRAWINGS AND ENGINEERING. ANY ADDITIONAL WORK REQUIRED BY ANY ADDITIONAL ITEMS, WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.
- *ACPLM IS NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND UTILITIES TO INCLUDE PUBLIC UTILITIES AND PRIVATE UTILITIES SUCH AS, BUT NOT LIMITED TO, IRRIGATION, PHONE AND CABLE LINES. ANY ADDITIONAL WORK REQUIRED BY ANY ADDITIONAL OF THESE TYPES OF ITEMS, WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.
- *NEW ASPHALT IS SUSCEPTIBLE TO SCUFFING AND MARKS UNTIL IT HAS PROPERLY CURED.
- *DUE TO THE ELEVATIONS IN THE EXISTING WORK AREA, IT CANNOT BE GUARANTEED THAT STANDING WATER WILL BE 100% ELIMINATED. THIS WORK WILL NOT CORRECT ANY EXISTING DRAINAGE PROBLEMS ON SITE. SLOPES WITH LESS THAN ¼ OF AN INCH OF FALL PER FOOT ARE CONSIDERED FLAT AND ACPLM WITH NOT BE RESPONSIBLE FOR PONDING OF WATER.
- *IF PROBLEMS WITH THE BASE ARE DISCOVERED DURING ASPHALT REMOVAL AND PAVING OPERATIONS, E.G. INSUFFICIENT BASE, CONTAMINATED BASE, WATER SATURATED BASE FROM UNDERGROUND WATER, AND/OR CLAY IN THE SUBGRADE, ETC., IT WILL BE BROUGHT TO MANAGEMENT'S ATTENTION FOR A CHANGE ORDER BEFORE WORK PROCEEDS.



Office: 813.633.0548
Fax: 813.634.2686



www.acplm.net



2010 S 51st Street,
Tampa, FL 33619



October 26, 2020

Proposal #116731020

Contact

Tonja Stewart
Phone 813 223-9500
tonja.stewart@stantec.com

Customer

Meadow Pointe IV CDD
% Rizza and Company
5844 Old Pasco Road Suite 100
Wesley Chapel, Florida 33544

Job

Meadow Pointe North
4456 Fenwood Court
Wesley Chapel, Florida 33543

PROPERTY IMPROVEMENTS

Notes con nued:

- *THE ASPHALT IN THIS PROPOSAL IS RECYCLED MIX AT 110 Lb. YIELD, UNLESS OTHERWISE NOTED.
- *MATERIAL ACCEPTANCE IS BASED UPON MATERIAL LAB RESULTS FROM ASPHALT SUPPLIER.
- *PRIOR TO PAVING, A COPY OF THE ASPHALT SPECIFICATIONS, RESULTS OF BASE DENSITY TESTS WILL BE REQUIRED, OTHERWISE ANY SPECIFIC ASPHALT DENSITY REQUIREMENTS ARE WAIVED.
- *ADDITIONAL ASPHALT USED FOR LEVELING LOW AREAS IS NOT INCLUDED INTO THE PROPOSAL AMOUNT. OVERAGES ON ASPHALT DUE TO LEVELING OF LOW AREAS WILL BE BILLED TO CUSTOMER AND PAID FOR AT THE APPROPRIATE UNIT PRICE AS PROPOSED.
- *PROPOSAL IS BASED ON 1.5" THICK ASPHALT REMOVAL. ASPHALT THICKER THAN 1.5" WILL BE BROUGHT TO MANAGEMENT'S ATTENTION FOR A CHANGE ORDER TO COMPENSATE FOR THE EXTRA LABOR, TRUCKING AND MATERIAL REQUIRED TO COMPLETE THE WORK.
- *MILLING AND THE CLEANUP PROCESS WILL CAUSE DUST TO ACCUMULATE IN THE AIR AND WIND MAY CAUSE THE DUST TO SETTLE ON NEARBY PARKED CARS AND BUILDING STRUCTURE.*ACPLM CANNOT BE RESPONSIBLE FOR POWER STEERING MARKS TO THE NEW ASPHALT.
- *ACPLM IS NOT RESPONSIBLE FOR CONCRETE CAR STOPS BEING BROKEN DURING PAVING OPERATIONS. ANY REPLACEMENT OF CONCRETE CAR STOPS WILL BE AN ADDITIONAL CHARGE.
- *THIS CONTRACTOR CANNOT GUARANTEE AGAINST FUTURE BLISTERING, FLAKING OR PEELING OF PREVIOUSLY PAINTED OR STRIPED AREAS.
- *IT IS THE CUSTOMER'S RESPONSIBILITY TO HAVE A TOWING COMPANY ON SITE AND AVAILABLE FOR TOWING VEHICLES OBSTRUCTING THE JOB SITE. IF VEHICLES CANNOT BE MOVED IN A TIMELY MANNER, WE WILL NEED TO RESCHEDULE THE WORK AND A CHANGE ORDER WILL BE REQUIRED FOR THE ADDITIONAL MOBILIZATION.
- *BARRICADES WILL BE PROVIDED TO CLOSE OFF WORK AREAS. THIS CONTRACTOR IS NOT RESPONSIBLE FOR PERSONS ENTERING AREAS CLOSED OFF WITH BARRICADES, DAMAGE TO PROPERTY OR INJURY TO PERSONS ENTERING THE AREA.
- *PERMIT FEES AND PROCUREMENT FEES ARE INCLUDED. ANY ADDITIONAL WORK, TESTING OR INSPECTIONS REQUIRED BY THE PERMIT, WILL BE AN EXTRA COST THAT SHALL BE PAID BY THE CUSTOMER.
- *90% OF THE CONTRACT AMOUNT AND CHANGE ORDERS MUST BE PAID PRIOR TO COMPLETING PUNCH LIST ITEMS AND/OR CHANGES FOR ADDITIONAL WORK REQUIRED BY CITIES OR MUNICIPALITIES.
- *MATERIAL AND WORKMANSHIP ARE GUARANTEED FOR 12 MONTHS.
- *PROPER PREVENTIVE MAINTENANCE CAN PROLONG THE USEFUL LIFE OF YOUR PARKING LOT. IN ORDER TO MAXIMIZE YOUR INVESTMENT, YOUR PARKING SHOULD BE SEAL COATED ONE YEAR AFTER PAVING.
- *REGULAR SEALCOATING EVERY 2 TO 3 YEARS CAN DOUBLE THE LIFE OF YOUR PAVEMENT AND SAVE ON COSTLY MAINTENANCE.



Office: 813.633.0548
Fax: 813.634.2686



www.acplm.net



2010 S 51st Street,
Tampa, FL 33619

Mill 1.5", Pave 1.5" and Stripe - 68,432 Sq Ft / 7,604 Sq Yrds



Meadow Pointe North
4456 Fennwood Court
Wesley Chapel, Florida 33543

Tab 2

STREET/OUTDOOR LIGHTING AGREEMENT
(New Lighting)

THIS STREET/OUTDOOR LIGHTING AGREEMENT (together with any and all appendices, addenda, exhibits and schedules attached hereto, this “Agreement”), effective as of the 20th day of November 2020, by and between **Withlacoochee River Electric Cooperative, Inc.**, a non-profit Florida corporation, with a principal place of business at PO Box 278, Dade City, Florida 33526-0278 (“WREC”), and Meadow Pointe IV CDD, whose address is 5844 Old Pasco Rd Wesley Chapel, Fl 33544 (“Customer”).

WITNESSETH:

WHEREAS, Customer is in possession of the real property located at Haven At Meadow Pointe (Parcel N) and more particularly described in Exhibit A attached hereto (the “Property”); and

WHEREAS, Customer desires WREC to construct, maintain and operate a street lighting system as more particularly described in Exhibit B attached hereto (the “System”) on the Property.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES

(a) Pursuant to the terms of this Agreement and WREC’s current rules and regulations, WREC shall construct, maintain, and operate the System as shown on the maps, drawings and specifications attached hereto in Exhibit B and furnish all of the electric power and energy necessary for the operation of the System on the Property.

(b) WREC, whenever it shall find it necessary for the purpose of making repairs upon or improvements in any part of its electric transmission or distribution lines or equipment, shall have the right to suspend temporarily service to the System, but in all such cases reasonable notice thereof shall be given to the Customer, if circumstances permit, and the making of repairs and improvements shall be prosecuted as rapidly as may be practicable.

(c) The Customer shall grant to WREC all permits, franchises, or authority including a free and continuous right-of-way, necessary to construct, operate, and maintain the System in the streets of or upon the Property.

(d) The Customer shall become a member of WREC, shall pay the membership fee and be bound by the provisions of the Articles of Incorporation and By-laws of WREC and by such rules and regulations as may from time to time be adopted by WREC. In the event there is

a conflict between the terms and conditions of this Agreement and WREC's By-laws or any rule or regulation adopted by WREC, the term and conditions of this Agreement shall prevail.

2. TERM; TERMINATION

(a) This Agreement shall become effective on the date first written above and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other twelve (12) months' notice in writing. In addition, WREC shall have the right to terminate this Agreement pursuant to WREC's Service Rules and Regulations and WREC's Articles of Organization and By-laws.

(b) Upon termination of this Agreement in any manner, WREC shall have the right to remove from the Property any equipment which WREC may have installed to provide service hereunder.

3. SYSTEM MALFUNCTIONS

(a) It shall be the Customer's responsibility to notify WREC in the event of failure of a lighting unit within the System. WREC assumes no responsibility to inspect any lighting units within the System to determine whether they were properly functioning until after such time that WREC has been notified that a unit has malfunctioned. Moreover, if an alleged outage notification is not logged into WREC's reporting registry, it is presumed that no call was ever placed by the Customer and that no outage report was received by WREC.

(b) WREC will normally repair a malfunctioning or inoperative streetlight or lighting unit within 60 days of receiving notification that the light has malfunctioned. However, the repair may take up to 180 days, and may take longer than 180 days if the customer causes a delay. Further, WREC may require 365 days or longer to repair or to replace the light in the event of a declared state of emergency or natural disaster.

4. DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

(a) WREC shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of WREC, WREC shall not be liable for damages caused thereby.

(b) The Customer is responsible for all aspects of the design of the System's lighting plan. WREC has not conducted any study regarding the application of a particular lighting unit for the Customer's lighting needs and WREC assumes no responsibility for the adequacy or appropriateness of the System's lighting unit. Furthermore, WREC makes no warranties as to the adequacy, sufficiency or appropriateness of the System's lighting for purposes of safety, security or other illumination. It is the Customer's responsibility to select the size, style and location of the lighting units and to monitor whether the lighting units that they have requested from WREC are adequate for the Customer's particular needs. It also is the Customer's responsibility to request that WREC change any aspect of the lighting unit within the System if

the unit is not adequate for the Customer's needs. The Customer must pay for any appropriate charges and fees for any requested changes.

(c) WREC does not guarantee continuous lighting within the System and will not be liable to any person or entity for damages related to any interruption, deficiency or failure of a light. WREC will use normal industry practices to attempt to furnish reliable electrical energy to the System and will repair the System after notification, but WREC does not and cannot guarantee 100% reliability. WREC reserves the right to interrupt service to the System or a lighting unit within the System at any time for necessary repairs to lines or equipment.

(d) Customer herewith indemnifies and holds harmless WREC from any and all liability or damage that WREC or any other person or entity may suffer as a result of, or in any way relating to or arising out of, the design or operation of the System, including, but not limited to, the appropriateness of the System or the illumination of any lighting unit within the System to provide safety or security to third parties.

5. TERMS OF PAYMENT

(a) The initial billing period shall start when the Customer begins using electric power and energy, or ten (10) days after WREC notifies the Customer in writing that the System is available hereunder, whichever shall occur first.

(b) The Customer shall pay WREC pursuant to WREC's current rules and regulations adopted by WREC for the System and all electricity furnished hereunder. If the Customer shall fail to make any such payment within the time period provided in WREC's current rules and regulations, WREC may discontinue service to the Customer upon giving ten (10) days' written notice to the Customer of its intention so to do, provided, however, that nothing herein contained shall relieve the Customer of its obligation to receive electrical service in accordance with the provisions of this Agreement.

(c) The Customer agrees that the rates charged for street lighting shall be those rates specified in the WREC's Rate Schedule "AL" attached hereto as Exhibit C, which may be adjusted from time to time in WREC's sole and absolute discretion. Such adjusted rate schedules shall be on file with the Florida Public Service Commission. Customer shall provide WREC with cash, a bond or letter of credit to secure the payment of the total amount of fixture and pole charges that remain owed to WREC in the event this Agreement is terminated within five (5) years of the start of Customer's initial billing period.

(d) Transfer of fixtures from one location to another on the Property at the request of the Customer shall be at the expense of the Customer. All charges hereunder are subject to Florida State Sales Tax unless Customer is exempt therefrom. Replacement of lamps, glassware and accessory equipment willfully or maliciously broken by persons unknown shall be paid for by the Customer at WREC's replacement cost.

6. ASSIGNMENT

No party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other party; any such attempted assignment shall be null and void.

7. SUCCESSORS

This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties.

8. SURVIVAL

The provisions of this Agreement which by their nature are intended to survive, shall survive completion, expiration, recession or termination of this Agreement.

9. GOVERNING LAW

The validity of this Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the parties hereto shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles.

10. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

11. HEADINGS

The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

12. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

13. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

(a) No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

(b) A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

14. ENTIRETY OF AGREEMENT

This Agreement together with all appendices, exhibits, schedules, attachments and addenda attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth above.

CUSTOMER

**WITHLACOCHEE RIVER
ELECTRIC COOPERATIVE, INC.**

Signature

Signature

Printed Name of Customer

Michael Gulvin

Printed Name and Title

Title

Date

EXHIBIT A

[Insert legal description of the Property]

THAT PORTION OF MEADOW POINTE IV PARCEL N O & P
LYING IN SEC 22 AS DESC IN OR 8973 PG 3483 LYING SLY
OF CHANCEY RD & NORTH OF TRACT B-1A AS DESC IN
OR 9198 PG 3487 OR 8973 PG 3479

EXHIBIT B

<u>Type</u>	<u>Description</u>	<u>Quantity</u>
210	LED Coach 100-Watt EQ. Type 210	11
955	12' Plymouth Aluminum Pole	11

EXHIBIT C

<u>Type</u>	<u>Description</u>	<u>Rate</u>
210	LED Coach 100-Watt EQ. Type 210	\$11.75
955	12' Plymouth Aluminum Pole	\$10.25

Tab 3

Tab 4

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 13, 2021 at 5:02 p.m.** held at the Meadow Pointe Clubhouse located at 3902 Meadow Pointe Blvd, Wesley Chapel, FL 33543.

Present and constituting a quorum:

Megan McNeil	Board Supervisor, Chairman
Liane Sholl	Board Supervisor, Vice-Chairman
Susan Fischer	Board Supervisor, Assistant Secretary
Scott Page	Board Supervisor, Assistant Secretary
Michael Scanlon	Board Supervisor, Assistant Secretary

Also present were:

Greg Cox	District Manager, Rizzetta & Company, Inc.
Aimee Brandon	District Manager, Rizzetta & Company, Inc.
Vivek Babbar	District Counsel, Straley, Robin, & Vericker
Tonja Stewart	District Engineer, Stantec (via phone call)
Jason Liggett	Field Services Manager, Rizzetta & Company, Inc.

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

FIRST ORDER OF BUSINESS

Call to Order

Ms. Aimee Brandon called the meeting to order and performed roll call confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience comments at this time.

THIRD ORDER OF BUSINESS

Presentation of Accounting & Financial Reports

The Board received the Accounting and Finance Report from senior accountant Ms. Leslie Spock. Ms. Spock discussed how to read the financial report. The Board requested information of construction project bonds. Ms. Spock will work with District Engineer, Ms. Tonja Stewart to determine if projects have been completed and it can be determined that accounts can be closed out.

FOURTH ORDER OF BUSINESS **Discussion on Bonds & Assessments**

The Board received an update on Bonds and Assessments from Mr. Scott Brizendine. The Board requested additional research to determine if they can refinance their bonds for a lower interest rate.

FIFTH ORDER OF BUSINESS **Discussion with Automated Systems About Gate Issues**

The Board discussed the community gate issue, specifically the broken circuit board on the gate at Shellwood.

Mr. Robert Saliva with SAAS was present to discuss issues he had identified with gate cameras that are not functioning in addition to the immediate repairs needed for the Shellwood gate. He proposed a cost to repair the circuit board in the amount of \$2,969 and offered an alternative to upgrade and install a Life Master call box in the amount of \$5,085 pending the District provide internet access to that location.

The Board directed Ms. Brandon to work with DCSI in repairing cameras that are on warranty and ensure they are restored and working properly.

On a motion from Ms. Megan McNeil, seconded by Ms. Susan Fischer, the Board approved the SAAS estimate #1455 for Life Master call box and install in the amount of \$5,085 and internet service through Frontier for the Shellwood gate for the Meadow Pointe IV Community Development District.

SIXTH ORDER OF BUSINESS **Consideration of Series, 2004, 2005, 2007 & 2012**

The Board was presented with the Consideration of Series 2004, 2005, 2007 & 2012 Arbitrage Engagement Letters for approval. District Counsel, Mr. Vivek Babbar discussed the purpose of the Arbitrage letters with the Board.

On a motion from Mr. Liane Sholl, seconded by Mr. Michael Scanlon, the Board approved the Series 2004, 2005, 2007 & 2012 Arbitrage Engagement Letters for the Meadow Pointe IV Community Development District.

SEVENTH ORDER OF BUSINESS **Consideration of Street/Outdoor Lighting Agreement**

The Board tabled the consideration of Street/Outdoor lighting Agreement.

EIGHTH ORDER OF BUSINESS **Consideration of Pickleball Court Proposals**

The Board discussed the proposal for Pickleball Court in the amount of \$600.00. The Board agreed to have pickleball lines painted on one tennis court in yellow. The Board discussed having the \$600 coded to the Christmas Party budget.

On a motion from Ms. McNeil, seconded by Ms. Fischer, the Board approved the Pickleball Court proposal in the amount of \$600.00 for the Meadow Pointe IV Community Development District.

95
96 **NINTH ORDER OF BUSINESS** **Presentation of Commercial Leak Test**
97 **Report**
98

99 The Board received the Commercial Leak Test Report. Mr. Raul Anaya
100 discussed future planning for pool resurfacing.

101
102 **TENTH ORDER OF BUSINESS** **Consideration of Minutes of the Board**
103 **of Supervisors' Regular Meeting held**
104 **on December 9, 2020**
105

106 The Board was presented with the Minutes of the Regular Meeting held on
107 December 9th, 2020.
108

On a motion from Ms. McNeil, seconded Ms. Sholl, the Board approved, as presented, the Minutes of the December 9, 2020 Board of Supervisors' meeting, for the Meadow Pointe IV Community Development District.

109
110 **ELENEVTH ORDER OF BUSINESS** **Consideration of Operation and**
111 **Maintenance Expenditures for**
112 **November 2020**
113

114 The Board was presented with the Operation and Maintenance Expenditures for
115 November 2020 in the amount of \$55,997.82.
116

On a motion from Ms. Liane Sholl, seconded by Ms. McNeil, the Board approved to ratify the payment of invoices of the November 2020 O&M Expenditures Report for \$55,997, for the Meadow Pointe IV Community Development District.

117
118 **TWELFTH ORDER OF BUSINESS** **Staff Reports**
119

120 **A. District Counsel**
121

122 The Board received District Counsel report from Mr. Babbar. Mr. Babbar
123 discussed tabling the streetlight/Lennar punch list conversation until a
124 response if received from Lennar regarding the Boards request.
125

126 Mr. Babbar also discussed the E-Verify Memorandum and the need for
127 Board approval to allow Chairman to sign off on the document and
128 confirmed that encroachment letters should be ready for HOA approval by
129 early next week.
130

On a motion from Ms. Fischer, seconded by Ms. Sholl, the Board agreed to approve the Chairman signing the E-Verify Memorandum document for the Meadow Pointe IV Community Development District.

132 **B. District Engineer**

133
134 The Board received District Engineer report from Ms. Stewart. Ms. Stewart
135 discussed the completed sidewalk repairs done by Romaner Graphics.

136
137 Ms. Fischer requested the Ms. Stewart evaluate the completed work to
138 determine if it met expectations. Ms. Stewart also discuss sidewalk grinding
139 follow up with Kruegar construction. The company agreed to doing a sample
140 sidewalk grinding for the Boards approval.

141
142 Ms. Stewart discussed Meadow Pointe North resurfacing project and
143 informed the Board that ACPLM proposed completing the project for
144 \$118,668.00.

145
146 **C. Field Inspection Report**

147
148 The Board received the Field Service Manager report from Mr. Jason
149 Liggett. The Board requested having bids prepared for consideration of
150 Landscaping by the April meeting.

151
152 **D. Aquatic Maintenance**

153
154 The Board received the Aquatic Maintenance Report. The requested that
155 Solitude be informed about the garbage in the ponds specifically pond #66
156 and request that they remove garbage during their inspections.

157
158 **E. Amenity Management**

159
160 The Board received the Amenity Management Report from Mr. Anaya. Mr.
161 Anaya requested setting the gates on a schedule to coincide with school
162 traffic for the hours of 6:45am to 9:30am.

163
164 **F. District Manager**

165
166 The Board received the District Manager update from Ms. Brandon. Ms.
167 Brandon reminded the Board of the next regular scheduled meeting for
168 Wednesday, February 10, 2021 at 10am.

169
170 She also discussed the Wildlands Report and new agreement with a small
171 increase in annual cost, the upcoming Duke energy call, and having
172 details prepared for an accurate comparison between costs of Romaner
173 Graphic repairs vs. handyman potential cost by April.

174
175 **THIRTEENTH ORDER OF BUSINESS**

Audience Comments

176
177 No Audience members present.

178
179
180

Tab 5



**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 2020
For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2020 through December 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$92,801.80**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT

Liane Sholl Megan McNeil Scott Page Michael Scanlon Susan A. Fischer Aimee Brandon
Chairman Vice Chairman Supervisor Supervisor Supervisor District Manager

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
DCSI, Inc.	004424	27898	Gate CCTV Warranty- Shellwood, Parkmonte, Whinsenton 12/20	\$ 98.97
DCSI, Inc.	004424	27923	Gate Warranty Windsor, Meridian, Provence, MPN Enclave 12/20	\$ 545.00
Decorating Elves, Inc	004417	20262	Balance Due Holiday Decorations 11/20	\$ 1,619.15
Florida Department of Revenue	004426	61-8015577602-6 11/20	Sales & Use Tax 11/20	\$ 42.52
Fountain Design Group, Inc.	004439	22169A	Quarterly Fountain Cleaning Service 10/20	\$ 175.00
Fountain Design Group, Inc.	004403	22403A	Installation of 2 Light Bulbs in Fountain 11/20	\$ 161.00
Frontier Communications of Florida	004418	813-973-3003-101308-5 11/20	Clubhouse FIOS Service 11/20	\$ 469.83
Jennifer L. Sholl	004433	LS120920	Board of Supervisors Meeting 12/09/20	\$ 200.00
Jerry Richardson	004412	1436	Monthly Hog Removal Service 11/20	\$ 1,200.00
Jerry Richardson	004435	1442	Removal - Dead Deer 11/20	\$ 185.00
Jerry Richardson	004444	1448	Monthly Hog Removal Service 12/20	\$ 1,200.00
Landscape Maintenance Professionals, Inc.	004404	155936	Monthly Grounds Maintenance & Addendum 1 11/20	\$ 12,997.34
Landscape Maintenance Professionals, Inc.	004440	156586	Monthly Grounds Maintenance & Addendum 1 12/20	\$ 12,997.34

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Landscape Maintenance Professionals, Inc.	004419	156688	Install Winter Annuals 11/20	\$ 1,320.00
Landscape Maintenance Professionals, Inc.	004427	156715	Palm Fertilizer 11/20	\$ 315.00
Landscape Maintenance Professionals, Inc.	004427	156716	Pest Control 11/20	\$ 335.00
Meadow Pointe IV CDD	CD265	CD265	Debit Card Replenishment	\$ 72.88
Megan McNeil	004428	MM120920	Board of Supervisors Meeting 12/09/20	\$ 200.00
Michael J Scanlon	004432	MS120920	Board of Supervisors Meeting 12/09/20	\$ 200.00
Navitas Credit Corporation	004429	40257864 12/20	Security Systems 12/20	\$ 977.54
Outsmart Pest Management Inc.	004420	28809	Pest Control Service 12/20	\$ 51.00
Pasco County Utilities	004416	Pasco Water Summary 10/20	Pasco Water Summary 10/20	\$ 2,905.62
Pasco County Utilities	004448	Pasco Water Summary 11/20	Pasco Water Summary 11/20	\$ 1,902.97
Rizzetta & Company, Inc.	004405	INV0000054738	District Management Fees 12/20	\$ 5,987.50
Rizzetta Amenity Services, Inc.	004421	INV0000000008172	Amenity Management Services 11/20	\$ 5,262.09
Rizzetta Amenity Services, Inc.	004441	INV0000000008305	Out Of Pocket Expenses 11/20	\$ 155.08

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta Amenity Services, Inc.	004441	INV00000000008331	Amenity Management Services 12/20	\$ 7,395.33
Rizzetta Technology Services, LLC	004406	INV0000006647	Website Hosting Services 12/20	\$ 100.00
Romaner Graphics	004408	20277	Install Orange Painted Markers Meridian, Enclave, MP N 11/20	\$ 75.00
Romaner Graphics	004408	20287	Replaced Outlet & Box, Weatherproof Cover -Windsor 11/20	\$ 420.00
Romaner Graphics	004408	20289	Repair Gate Wiring 11/20	\$ 650.00
Romaner Graphics	004408	20294	Repair Damaged Aluminum Picket Fence Playground 11/20	\$ 150.00
Romaner Graphics	004408	20295	Repair Hinges on Dumpster Gates 11/20	\$ 150.00
Romaner Graphics	004438	20316	Repair GFCI Outlet; Install Junction Box 12/20	\$ 670.00
Rust-Off Inc.	004409	28210	Monthly Rust Prevention - Maintenance 11/20	\$ 195.00
Rust-Off Inc.	004422	28587	Monthly Rust Prevention - Maintenance 12/20	\$ 195.00
Scott W Page	004430	SP120920	Board of Supervisors Meeting 12/09/20	\$ 200.00
Site Masters of Florida, LLC	004410	111820-2	Repaired Broken Skimmer On Pond 11/20	\$ 350.00
Solitude Lake Management LLC	004411	PI-A00505126	Monthly Aquatic Maintenance 11/20	\$ 4,340.00

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Solitude Lake Management LLC	004443	PI-A00520053	Monthly Aquatic Maintenance 12/20	\$ 4,340.00
Southern Automated Access Services LLC	004407	8728	Gate Repairs Enclave 11/20	\$ 227.50
Southern Automated Access Services LLC	004407	8729	Gate Repairs Provence 11/20	\$ 312.50
Southern Automated Access Services LLC	004407	8730	Gate Repair Meridian 11/20	\$ 95.00
Southern Automated Access Services LLC	004407	8731	Gate Repairs MP North 11/20	\$ 550.00
Southern Automated Access Services LLC	004442	8766	Gate Repairs Shellwood 12/20	\$ 190.00
Southern Automated Access Services LLC	004407	Southern Phone Summary 11/20	Southern Phone Summary 11/20	\$ 379.60
Stantec Consulting Services Inc.	004434	1731702	Engineering Services 11/20	\$ 1,098.00
Straley Robin Vericker	004436	19158	General Legal Services 11/20	\$ 962.50
Suncoast Pool Service	004413	6732	Pool Supplies Maintenance 11/20	\$ 1,145.00
Suncoast Pool Service	004445	6809	Pool Supplies Maintenance 12/20	\$ 1,145.00
Susan A. Fischer	004425	SF120920	Board of Supervisors Meeting 12/09/20	\$ 200.00
TECO	004414	221006228235 10/20	Oldwoods Ave Street Light Service 10/20	\$ 1,118.20

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
TECO	004449	221006228235 11/20	Oldwoods Ave Street Light Service 11/20	\$ 1,118.20
Times Publishing Company	004446	0000126462 12/02/20	Account #107010 Legal Advertising 12/20	\$ 138.40
U.S. Water Services Corporation	004423	SI19770	Monthly Lift Station Inspection 11/20	\$ 81.02
Waste Connections Of Florida	004437	5002535	Waste Disposal Residential Services 11/20	\$ 6,016.08
Waste Connections Of Florida	004415	836760	Waste Disposal Recreation Center 12/20	\$ 70.00
Waste Connections Of Florida	004415	836946	Waste Disposal Meadow Pointe North 12/20	\$ 428.71
Withlacoochee River Electric Cooperative, Inc.	004447	Summary 11/20	Summary Bill 11/20	<u>\$ 6,719.93</u>
Report Total				<u>\$ 92,801.80</u>

Tab 6



Company ID Number: _____

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Meadow Pointe IV Community Development District (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print) Megan McNeil	Title Meadow Pointe IV CDD, Chairman
Signature	Date 02/10/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	Meadow Pointe III CDD
Company Facility Address:	C/O Rizzetta & Company, Inc.
Company Alternate Address:	5844 Old Pasco Rd. Suite 100 Wesley Chapel, FL 33544
County or Parish:	Pasco County, FL

Employer Identification Number:	48-1279903							
North American Industry Classification Systems Code:	921							
Parent Company:	N/A							
Number of Employees:	0							
Number of Sites Verified for:	1							
<p>Are you verifying for more than one site? No</p> <p>If yes, please provide the number of sites verified for in each State:</p> <table border="1"> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			State	Number of sites	Site(s)			
State	Number of sites	Site(s)						

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Aimee Brandon, District Manager
Telephone Number:	813-994-1001
Fax Number:	
E-mail Address:	abrandon@rizzetta.com

Name:	Vivek K. Babbar, District Counsel
Telephone Number:	813.223.9400
Fax Number:	813.223.5043
E-mail Address:	vbabbar@srvlegal.com