



Rizzetta & Company

Meadow Pointe IV Community Development District

Board of Supervisors' 1st Audit Committee & Regular Meeting March 10, 2021

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

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**

March 2, 2021

AGENDA

Dear Board Members:

The 1st Audit Committee meeting and Regular meeting of the Board of Supervisors of the Meadow Pointe IV Community Development District will be held on **Wednesday, March 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:

AUDIT COMMITTEE MEETING

1. **CALL TO ORDER/ROLL CALL**
2. **BUSINESS ADMINISTRATION**
 - A. Consideration of Audit Proposal Instructions.....Tab 1
 - B. Consideration of Audit Evaluation Criteria.....Tab 2
 - C. Consideration of Advertisement for
Annual Auditing Services.....Tab 3

BOARD OF SUPERVISORS MEETING

1. **CALL TO ORDER/ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **AUDIENCE COMMENTS ON AGENDA ITEMS**
4. **BUSINESS ITEMS**
 - A. Consideration of Street/Outdoor Lighting Agreement.....Tab 4
5. **BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors
Regular Meeting held on February 10, 2021.....Tab 5
 - B. Consideration of Operation and Maintenance
Expenditures for January 2021.....Tab 6
6. **STAFF REPORTS**
 - A. District Counsel
 - 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. February 2021 Waterway Inspection Report.....Tab 8
 - E. Amenity Management
 1. Review of Amenities Report.....Tab 9
 2. Update on Gate Surveillance and Clubhouse Security
 - 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

**MEADOW POINTE IV
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Years Ending
September 30, 2022, 2023 and 2024
Pasco County, Florida**

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than **April 1, 2021, at 12:00 p.m.**, at the office of the District Manager, Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544, (813) 994-1001. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit *eight (8) copies* of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Meadow Pointe IV Community Development District" on the face of it, as well as (1) digital copy sent to abrandon@rizzetta.com.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference, as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the proposed contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

Blank Page

**MEADOW POINTE IV
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Years Ending
September 30, 2022, 2023 and 2024
Pasco County, Florida**

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than **April 1, 2021, at 12:00 p.m.**, at the office of the District Manager, Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544, (813)994-1001. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit *eight (8) copies* of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Meadow Pointe IV Community Development District" on the face of it, as well as (1) digital copy sent to abrandon@rizzetta.com.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference, as well as a name, address and phone number of a contact person.

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the proposed contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

Tab 2

AUDITOR SELECTION EVALUATION CRITERIA

1. *Ability of Personnel.*

(20 Points)

(e.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience.*

(20 Points)

(e.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. *Understanding of Scope of Work.*

(20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services.*

(20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (e.g. the existence of any natural disaster plan for business operations).

5. Price

(20 Points)

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services

Total

(100 Points)

Blank Page

AUDITOR SELECTION EVALUATION CRITERIA

1. Ability of Personnel. (25 Points)

(e.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposer's Experience. (25 Points)

(e.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. Understanding of Scope of Work. (25 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services.* (25 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (e.g. the existence of any natural disaster plan for business operations).

Total (100 Points)

Tab 3

**MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Meadow Pointe IV Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2022, with an option for two additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Pasco County, Florida and has an annual operating budget of approximately \$1,220,540.00, including debt service. The final contract will require that, among other things, the audit for Fiscal Year 2022 be completed no later than May 31, 2023.

The auditing entity submitting a proposal must be duly licensed under Chapter 173, Florida Statutes and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide eight (8) copies of their proposal to Aimee Brandon, District Manager, c/o Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544, in an envelope marked on the outside "Auditing Services – Meadow Pointe IV Community Development District." Please send (1) Digital copy to abrandon@rizzetta.com. Proposals must be received by 12:00 PM on April 1, 2021, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager, who can be reached at (813) 994-1001.

Meadow Pointe IV Community Development District
Aimee Brandon, District Manager

Run Date(s): 03/17/2021

Tab 4

Account No. _____

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

**WITHLACOOCHEE 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

INVOICE

Customer

Name	Meadow Pointe IV CDD
Address	5844 Old Pasco Rd
	Wesley Chapel, Florida 33544

Date 11/20/20 WREC W.O. Number _____
 Job Location Haven at Meadow Pointe (Parcel N)
 Member Number _____

Qty	Description	Unit Price	TOTAL
1	5 Year Street Light Deposit	\$10,843.80	\$10,843.80
1	2 Month Billing Deposit.	\$1,000.00	\$1,000.00
TOTAL			\$11,843.80

**Please remit to: W.R.E.C.
Attn: Michael Gulvin, Engineering Dept.
30461 Commerce Drive
San Antonio, FL 33576**

For questions regarding this statement, please contact: **Michael Gulvin at Extension # 1131**
 Cost Estimates are valid for 6 months from the date listed above

30461 Commerce Drive, San Antonio, FL 33576
Phone (352) 588-5115 / Fax (352) 567-4376

Tab 5

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, February 10, 2021 at 10:00 a.m.** held at the Meadow Pointe Clubhouse located at 3902 Meadow Pointe Blvd, Wesley Chapel, FL 33543.

Present and constituting a quorum:

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

Also present were:

Aimee Brandon	District Manager, Rizzetta & Company, Inc.
Raul Anaya	Clubhouse Manager
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**

The Board heard audience comments regarding the following: explanation of O&M charge for deer removal, Duke Energy landscape enhancement update, statement that Lennar did not disclose the Duke Energy substation and electrical corridor when they purchased their property, and statements that the realtors were directed by their employer not to mention the substation to potential buyers.

THIRD ORDER OF BUSINESS**Deputy Report**

The Board received a community Deputy Report from Deputy Mahar. Deputy Mahar encouraged the community to stay vigilant on locking their car doors at night. He

also provided explanations of what actions the Deputies can take regarding cars blocking sidewalks and residents placing cones in the road.

Mr. Vivek Babbar reminded the Board that the District does not have the capability of fining or enforcing residents who violate parking policies.

FOURTH ORDER OF BUSINESS

Consideration of ACPLM Proposal for Milling, Paving & Striping

The Board received the ACPLM Milling, Paving, and Stripping update and proposal in the amount of \$118,668.00 and from that a \$35,600.00 deposit, from Ms. Tonja Stewart.

Ms. Stewart said that she has received the schedule and would be reviewing the details with Ms. Susan Fischer and Mr. Raul Anaya. She also explained the history and need for this project for the new Board member's reference.

On a motion from Ms. Megan McNeil, seconded by Ms. Liane Sholl, the Board approved the ACPLM Proposal in the amount of \$118,668.00 for the Meadow Pointe IV Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of Street/Outdoor Lighting Agreement

The Board reviewed and discussed the Street/Outdoor Lighting agreement and decided to table this item to the next regular meeting.

SIXTH ORDER OF BUSINESS

Consideration of LMP Proposal for Clubhouse

The Board received the LMP Proposal for the Clubhouse to fill in two open beds with Loropetalum Plum/Ruby 3 gal and irrigation modifications in the amount of \$748.00.

On a motion from Ms. Megan McNeil, seconded by Ms. Fischer, the Board approved the LMP proposal #69650 in the amount of \$748.00 for the Meadow Pointe IV Community Development District.

SEVENTH ORDER OF BUSINESS

Discussion of Duke Energy on Landscape Enhancements

The Board discussed the Duke Energy on Landscape Enhancements.

Ms. Brandon gave an overview of the conference call she and Ms. McNeil conducted with Duke Energy. Ms. Brandon explained that Duke energy was requesting proposals with estimated cost of landscape enhancements for the consideration of writing a check to the District. The intent is to allow the District to place approved landscaping without Duke Energy being involved or responsible for initial planting or any future maintenance.

The Board reviewed the LMP proposals for enhancements and decided to continue to explore alternative options.

The Board requested obtaining a Landscape Designer to review the area and prepare detailed options for the Board to discuss at a Workshop meeting.

Mr. Scott Page suggested involving the residents in the designing of the landscaping.

The Board requested the completion date from Duke Energy regarding their project in the area. The Workshop will be scheduled for March 4th, at 6:00 p.m. via Zoom technology.

EIGHTH ORDER OF BUSINESS

Consideration of Establishment of Audit Committee

The Board discussed the Establishment of Audit Committee and agreed to be appointed as the committee. Ms. Brandon explained the purpose of the Audit Committee.

On a motion from Ms. Fischer, seconded by Ms. Lianne Sholl, the Board appointed the Supervisors as the Audit Committee for the Meadow Pointe IV Community Development District.

NINTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Regular Meeting held on January 13, 2021

The Board was presented with the Minutes of the Regular Meeting held on January 13, 2021. Mr. Scott Page noted that there were some changes that needed to be made.

On a motion from Ms. McNeil, seconded by Ms. Fischer, the Board approved the Minutes of the Regular Meeting held on January 13th, 2021, as amended, for the Meadow Pointe IV Community Development District.

TENTH ORDER OF BUSINESS

Consideration of Operation and Maintenance Expenditures for December 2020

The Board was presented with the Operation and Maintenance Expenditures for December 2020 in the amount of \$92,801.80.

On a motion from Ms. Sholl, seconded by Mr. Scanlon, the Board approved to ratify the payments for the O&M Expenditures for December 2020 in the amount of \$92,801.80 for the Meadow Pointe IV Community Development District.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

The Board received the District Counsel report from Mr. Babbar.

Mr. Babbar mentioned that he had not received an update on the Lennar punch list items.

Mr. Scanlon asked if Lennar could be given proposals for the punch list items and ask them to write check for the amount so the items can be closed out.

Mr. Babbar said that he would work with Lennar to see if that would be a possibility.

Mr. Babbar also discussed the E-Verify Memorandum and the purpose of the document.

B. District Engineer

The Board received the District Engineer Report from Ms. Stewart.

Ms. Stewart discussed the recent resident plumbing issue in MPN.

Ms. Brandon provided the Board with the details of the issue and suggested that the Board investigate the possibility of tree roots growing through the pipes. She also mentioned that the plumbing company explained that in their professional opinion the presence of roots in the pipe was not causing the residents any immediate issues.

Ms. Stewart provided the Board with an update on the Shellwood tree removal project.

Ms. Brandon explained the status of Arbor Bay obtaining the permits.

C. Field Inspection Report

The Board received the Field Inspection Report prepared by Mr. Jason Liggett.

D. Aquatic Maintenance

The Board received the Aquatic Maintenance Report. There was a question regarding Pond 60.

E. Amenity Management

The Board received the Amenity Management report from Mr. Anaya.

Mr. Anaya discussed the Gladiator Pressure Washing project beginning Friday with the pool deck. He also gave an update report from DCSI regarding the gate cameras.

Mr. Scanlon requested that the Board receive alternative vendors for camera surveillance of the gates and possible alternatives to the Clubhouse security.

F. District Manager

The Board received the District Manager report from Ms. Brandon. Ms. Brandon reminded the Board of their next regular scheduled meeting March 10th, 2021 at 10:00 a.m.

Ms. Brandon also reviewed the District financial statements.

Ms. Brandon provided the Board with an update on US Water proposals.

Ms. Brandon also discussed the Boards expectation for the Budget Workshop.

The Board agreed to add an extra hour onto the April 14th meeting at the end to discuss their project requests for the purpose of budgeting.

TWELFTH ORDER OF BUSINESS

Supervisor Requests

During Supervisor Requests, Ms. McNeil asked Mr. Page about the fence and gate that was recently installed at Windsor, specifically if the gate were going to be locked and if a keypad lock would be installed on the pedestrian path. Mr. Page explained that the gate and keypad have now been installed.

Ms. McNeil requested that the trees they need to be re-planted be placed in front of the fence.

Mr. Page requested a spreadsheet that captures the expense of the gates separately for a more accurate total per gate.

Mr. Scanlon requested that the accounting department separate the gates by codes for the purpose of tracking expenses by individual gates.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On a motion from Ms. McNeil, seconded by Ms. Fischer, the Board approved to adjourn the meeting at 12:39 p.m. for the Meadow Pointe IV Community Development District.

Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 6



**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
January 2021
For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2021 through January 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$133,443.51**

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
<i>Chairman</i>	<i>Vice Chairman</i>	<i>Supervisor</i>	<i>Supervisor</i>	<i>Supervisor</i>	<i>District Manager</i>

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

January 1, 2021 Through January 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Clean Sweep Supply Co., Inc.	004467	00210112	Supplies 07/20	\$ 69.00
Clean Sweep Supply Co., Inc.	004467	00210359	Supplies 08/20	\$ 166.70
Clean Sweep Supply Co., Inc.	004467	00210455	Supplies 09/20	\$ 108.92
Clean Sweep Supply Co., Inc.	004467	00211017	Supplies 10/20	\$ 485.66
Clean Sweep Supply Co., Inc.	004450	00211584	Supplies 12/20	\$ 250.36
DCSI, Inc.	004458	28007	Gate CCTV Warranty- Shellwood, Parkmonte, Whinsenton 01/21	\$ 98.97
DCSI, Inc.	004458	28047	Gate Warranty Windsor, Meridian, Provence, MPN Enclave 01/21	\$ 545.00
Egis Insurance Advisors LLC	004459	12159	Property Insurance Meadow Pointe FY 20/21 Additional	\$ 518.00
Envera	004468	698315	Clubhouse Video Monitoring 2/1/21 - 4/30/21	\$ 3,666.00
Fitness Logic, Inc.	004470	99333	Biannual General Maintenance & Cleaning of Equipment 01/21	\$ 155.00
Fitness Logic, Inc.	004484	99408	Drive Belt Replacement 01/21	\$ 154.71
Florida Department of Revenue	004460	61-8015577602-6 12/20	Sales & Use Tax 12/20	\$ 119.72
Florida Leak Locators, Inc.	004461	163906	Pool Leak Repair 1/21	\$ 999.00
Frontier Communications of Florida	004462	813-973-3003-101308-5 12/20	Clubhouse FIOS Service 12/20	\$ 469.83

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

January 1, 2021 Through January 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Innersync Studio, Ltd	004463	19122	Quarterly Website Services 01/21	\$ 384.38
Jennifer L. Sholl	004480	LS011321	Board of Supervisors Meeting 01/13/21	\$ 200.00
Jerry Richardson	004489	1459	Monthly Hog Removal Service 01/21	\$ 1,200.00
Landscape Maintenance Professionals, Inc.	004485	157198	Monthly Grounds Maintenance & Addendum 1 01/21	\$ 12,997.34
Landscape Maintenance Professionals, Inc.	004451	157248	Irrigation Repairs 12/20	\$ 77.68
Landscape Maintenance Professionals, Inc.	004451	157302	Pest Control 12/20	\$ 345.00
Meadow Pointe IV CDD	CD264		Debit Card Replenishment	\$ 264.08
Megan McNeil	004471	MM011321	Board of Supervisors Meeting 01/13/21	\$ 200.00
Michael J Scanlon	004479	MS011321	Board of Supervisors Meeting 01/13/21	\$ 200.00
Navitas Credit Corporation	004472	40257864 01/21	Security Systems 01/21	\$ 977.54
Outsmart Pest Management Inc.	004473	29043	Pest Control Service 01/21	\$ 51.00
Pasco Sheriff's Office	004486	010121	Law Enforcement Services Installment #4 01/21	\$ 8,880.25
Pasco Sheriff's Office	004486	100120	Law Enforcement Services Installment #1 10/20	\$ 8,880.25
Pasco Sheriff's Office	004486	110120	Law Enforcement Services Installment #2 11/20	\$ 8,880.25

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

January 1, 2021 Through January 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Pasco Sheriff's Office	004486	120120	Law Enforcement Services Installment #3 12/20	\$ 8,880.25
Rizzetta & Company, Inc.	004452	INV0000055515	District Management Fees 01/21	\$ 5,987.50
Rizzetta & Company, Inc.	004475	INV0000055629	Dissemination Agent Fee FY 20/21	\$ 7,000.00
Rizzetta Amenity Services, Inc.	004454	INV00000000008361	Amenity Management Services 12/20	\$ 5,464.74
Rizzetta Amenity Services, Inc.	004476	INV00000000008390	Amenity Management Services 01/21	\$ 6,535.81
Rizzetta Amenity Services, Inc.	004476	INV00000000008418	Out Of Pocket Expenses 12/20	\$ 167.32
Rizzetta Technology Services, LLC	004453	INV0000006746	Website Hosting Services 01/21	\$ 100.00
Romaner Graphics	004456	20348	Sidewalk Repairs 12/20	\$ 19,500.00
Romaner Graphics	004478	20371	Sidewalk Repairs 01/21	\$ 1,500.00
Romaner Graphics	004478	20375	Repair Dumpster Latch Kit 01/21	\$ 85.00
Romaner Graphics	004478	20376	Repair Playground Swing 01/21	\$ 70.00
Romaner Graphics	004478	20380	Repair Pool Pavers 01/21	\$ 175.00
Rust-Off Inc.	004487	28975	Monthly Rust Prevention - Maintenance 01/21	\$ 195.00
Scott W Page	004474	SP011321	Board of Supervisors Meeting 01/13/21	\$ 200.00

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

January 1, 2021 Through January 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Solitude Lake Management LLC	004488	PI-A00535571	Monthly Aquatic Maintenance 01/21	\$ 4,340.00
Southern Automated Access Services LLC	004455	8835	Gate Repairs Meridian 12/20	\$ 303.75
Southern Automated Access Services LLC	004455	8836	Gate Repairs Shellwood 12/20	\$ 95.00
Southern Automated Access Services LLC	004465	8837	Gate Repairs Shellwood 12/20	\$ 480.00
Southern Automated Access Services LLC	004465	8838	Gate Repairs Shellwood 12/20	\$ 95.00
Southern Automated Access Services LLC	004465	8839	Gate Repairs Shellwood 12/20	\$ 190.00
Southern Automated Access Services LLC	004465	8840	Gate Repairs Shellwood 12/20	\$ 610.00
Southern Automated Access Services LLC	004465	8842	Gate Repairs Meridian 12/20	\$ 190.00
Southern Automated Access Services LLC	004477	8868	Gate Repairs Windsor 01/21	\$ 95.00
Southern Automated Access Services LLC	004477	8872	Quarterly Maint Enclave 01/21	\$ 190.00
Southern Automated Access Services LLC	004477	8873	Quarterly Maintenance Provence 01/21	\$ 190.00
Southern Automated Access Services LLC	004477	8876	Gate Repairs Enclave 01/21	\$ 95.00
Southern Automated Access Services LLC	004455	Southern Phone Summary 12/20	Southern Phone Summary 12/20	\$ 379.60
Stantec Consulting Services Inc.	004481	1741927	Engineering Services 12/20	\$ 676.00

Meadow Pointe IV Community Development District

Paid Operation & Maintenance Expenses

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Straley Robin Vericker	004466	19270	General Legal Services 12/20	\$ 2,960.51
Suncoast Pool Service	004490	6885	Pool Supplies Maintenance 01/21	\$ 1,145.00
Susan A. Fischer	004469	SF011321	Board of Supervisors Meeting 01/13/21	\$ 200.00
U.S. Water Services Corporation	004491	SI21674	Monthly Lift Station Inspection 12/20	\$ 81.02
Waste Connections Of Florida	004482	5059995	Waste Disposal Residential Services 12/20	\$ 6,511.68
Waste Connections Of Florida	004457	852688	Waste Disposal Recreation Center 01/21	\$ 70.00
Waste Connections Of Florida	004457	852874	Waste Disposal Meadow Pointe North 01/21	\$ 447.00
Withlacoochee River Electric Cooperative, Inc.	004483	Summary 12/20	Summary Bill 12/20	<u>\$ 6,893.69</u>
Report Total				\$ 133,443.51