



Rizzetta & Company

# **Meadow Pointe IV Community Development District**

---

**Board of Supervisors'  
Regular Meeting  
July 14, 2021**

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

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

<b>District Board of Supervisors</b>	Megan McNeil Liane Sholl Susan Fischer Scott Page Michael Scanlon	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Matthew Huber	Rizzetta & Company, Inc.
<b>District Attorney</b>	Mark Straley/ Vivek Babbar	Straley & Robin
<b>District Engineer</b>	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.

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

July 6, 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, July 14, 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:

### **BOARD OF SUPERVISORS MEETING**

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 4. STAFF REPORTS**
  - A. Deputy Report
  - B. Field Services Manager
    1. Presentation of the June Field Inspection Report  
**(under separate cover)**
    2. Discussion of LMP Fertilizer Report.....Tab 1
  - A. Aquatic Maintenance
    1. Presentation of June Waterway Inspection  
**(under separate cover)**
  - D. District Counsel
  - E. District Engineer
    1. Discussion with Holbrook Asphalt
    2. Consideration of APS Proposal for Gravity Sanitary Sewer System.....Tab 2
  - F. Amenity Management
    1. Review of June Amenities Report.....Tab 3
  - G. District Manager
- 5. BUSINESS ITEMS**
  - A. Consideration of Resolution 2021-06, Re-Designating Assistant Secretary.....Tab 4
  - B. Consideration of Solitude Pond Maintenance Addendum.....Tab 5
  - C. Consideration of Aquatic Plant Proposals.....Tab 6
  - D. Consideration of Gate Tech Proposal.....Tab 7
  - E. Consideration of US Water Proposal.....Tab 8
  - F. Review of Meadow Pointe IV HOA Agreement.....Tab 9
  - G. Discussion of Street Tree Strategy

Meadow Pointe IV Community Development District

**6. BUSINESS ADMINISTRATION**

- A. Consideration of Minutes of the Board of Supervisors  
Regular Meeting held on May 12, 2021.....Tab 10
- B. Consideration of Minutes of the Board of Supervisors  
Regular Meeting held on May 12, 2021 **(under separate cover)**
- C. Consideration of Operation and Maintenance  
Expenditures for May 2021.....Tab 11

**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,

*Matthew Huber*

Matthew Huber  
District Manager

## Tab 1



Location: Meadow Pointe 4

6-11-21 Date

Veh#

Tlr#

604

RP

49

TECHNICIAN

Cris Draz

AIR TEMP

WIND SPEED/ DIRECTION

PRECIP%

ARRIVE:

7:30

DEPART:

11:40

HELPER: Stephen Fletcher

INSTRUCTIONS/ TECHNICIAN NOTE(S):

☒ Complete

☐ Incomplete

Completed.

Use back as needed -->

INSECTICIDE	OZ./ LBS	GALLONS	SQFT	TARGET	Method	Flow Rate
				St Augustine		
				Zoysia		
				Bermuda		
				Bahia		
				Ornamentals		

FUNGICIDE	OZ./ LBS	GALLONS	SQFT	TARGET	Method	Flow Rate
				St Augustine		
				Zoysia		
				Bermuda		
				Bahia		
				Ornamentals		

HERBICIDE (S)*	OZ./ LBS	GALLONS	SQFT	TARGET	Method	Flow Rate
				St Augustine		
				Zoysia		
				Bermuda		
				Bahia		
				Ornamentals		

HERBICIDE (NS)*	OZ./ LBS	GALLONS	SQFT	TARGET	Method	Flow Rate

FERTILIZER	OZ./ LBS	GALLONS	SQFT	TARGET	Method	Flow Rate
				St Augustine		
				Zoysia		
				Bermuda		
24-0-11	1800lb			Bahia		
8-10-10	240lb			Ornamentals		
8-2-12	155lb			Palms		

OTHER	OZ./ LBS	GALLONS	SQFT	TARGET	Method	Flow Rate
				St Augustine		
				Zoysia		
				Bermuda		
				Bahia		
				Ornamentals		

CHECKLIST: ☐ Label Book ☐ SDS Book ☐ Spill Kit ☐ Cones ☐ Safety Glasses + VEST ☐ Face Shield ☐ Boots ☐ Nitrile Gloves ☐ Respirator ☐ First Aid Kit ☐ Posting Signs ☐ Marker ☐ Irrigation Flags (Pink) ☐ ISR?

DAILY: Vehicle: ☐ Oil Chk ☐ Water Level Chk ☐ Cleaned EQUIPMENT: ☐ Oil Chk ☐ Hydro Oil Chk ☐ Cleaned

*Signature* 6/11/2021

## Tab 2

1420 Martin Luther King Jr.  
Blvd Sanford, Florida 32771  
P: (407) 792-1360  
info@atlanticpipe.us

## PROPOSAL

Proposal Submitted To:	Phone:	Date:
Street:	Job Name:	
City, State, Zip	Job Location:	
Attn:	E-Mail:	

Quantity	Description	UOM	Rate	Total
<b>TOTAL</b>				

<b>Heavy Cleaning Rates</b>	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.				



1420 Martin Luther King Jr. Blvd  
Sanford, Florida 32773  
P: (407) 792-1360  
info@atlanticpipe.us

**We propose to hereby furnish the following:**

**Customer Responsibilities**

Local facility or dump-site for disposal of debris / waste material removed from project location

Local metered water supply (Access on Site)

Access to secure site for storage of equipment and materials

Exposure of all structures and access to all work areas without delay

Stabilized Access to work areas - Two Wheel Drive Accessible only

Traffic Control - If Applicable

**Qualifications**

- Any delays beyond the direct control of APS will be subject to an hourly charge for each unit on site.
- Weekend and Night Work may be subject to increased rates.
- Any unforeseen or abnormal pipeline or site conditions will be subject to renegotiation without penalty to APS
- Payment terms are NET 30 days of invoice date
- This proposal is valid for 30 days from the date of submission

<b>APS Representative</b>			
<b>Signature</b>		<b>Date</b>	

*Acceptance of Proposal:* The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

<b>Client Representative:</b>			
<b>Signature</b>		<b>Date</b>	

# ATLANTIC PIPE SERVICES, LLC

## STANDARD TERMS & CONDITIONS OF BUSINESS

**COMPANY:** Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

**CUSTOMER:** Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

**PROPOSAL & QUOTATION:** All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

**PAYMENT TERMS:** Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services /work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

**REMEDIES FOR NON-PAYMENT:** All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

**WARRANTIES:** All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

**INDEPENDENT CONTRACTOR:** Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

**UNFORESEEN OCCURRENCE:** In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

**DOWNTIME/STOPPAGES/ADDITIONAL WORK:** In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

**PROJECT ESTIMATES:** APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

**CUSTOMER PURCHASE ORDERS:** In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

**CONTRACT ACCEPTANCE:** In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

**CUSTOMER RESPONSIBILITIES:** The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a) Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d) Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f) Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

## Tab 3



# MEADOW POINTE IV

## COMMUNITY DEVELOPMENT DISTRICT

3902 Meadow Pointe Blvd  
Wesley Chapel, FL 33543



### Operations/Maintenance Updates June 2021

- **AIRITE AIR CONDITIONING 05/18/2021.** Quarterly maintenance: changed filters, cleaned pan drains, lines, and checked connecting systems operation. Unit is cooling fine at this time \$280.00.
- **ARBOR BAY 05/11/2021.** Seven tree removals in Shellwood \$2,646.00.
- **CLEAN SWEEP 05/27/2021.** Ordered cleaning supplies \$240.35.



Rizzetta & Company

## FIELD MAINTENANCE

Aquatic Systems treated ponds on 06/08/2021, 05/14/2021, 5/19/2021, and 05/26/2021.

- LPM 06/11/2021. Fertilization bahia 1800 L Ornamentals 240 lb and Palms 155 LB.

### Gate Repairs by Southern Automated

- **WHINSENTON 06/02/2021.** Quarterly Maintenance completed. No issue found \$190.00.

- **WINDSOR 06/02/2021.** Quarterly Maintenance completed. Replaced both curb operators' batteries. Exit island battery is likely bad, if not, there is another cause for malfunctioning battery backup. All loops are bad. Both entrances arms are wallowed out. Island is worse, one arm is recommended to be replaced \$275.00.

- **WINDSOR 06/02/2021.** Report that cellular isn't working. It appears that the SIM card is bad. It may be a different issue, but we will start with that. Have a SIM card on order. Returned to replace SIM Card in cellular because data transfers were not working. Data Transfers are now working but the 9 function is not. Set RMA with Doorking for a cellular board. They are sending one. Replaced cellular circuit board with advanced replacement board and tested. All performing properly at this time \$315.00.

- **MERIDIAN 06/02/2021.** Report that the 9 function is not working on the telephone entry again. Circuit board is bad. We got it to work last service call and now it is back to not working. Will need to replace. Board is out of warranty. Returned to trouble shoot 9 not activating relay. Set up RMA with Doorking. Doorking believes that change in AT&T's data is causing the issue. They are sending a new cellular board. Replaced cellular



Rizzetta & Company

circuit board with advanced replacement board and tested. All performing properly at this time \$315.00.

- **SHELLWOOD 06/04/2021.** This fee is for the CAPXL cloud. The fee is for the voice phone service \$75.50.

- **WINDSOR 06/07/2021.** Batteries from preventative maintenance. 12VOLT 7 AH battery \$85.00.

- **MERIDIAN 06/23/2021.** Replaced the bad tele entry circuit board with a new one. There was a loaner in place to reduce down time. Door King 1835-010 circuit board NEW \$2,571.00



Rizzetta & Company

## **June 2021 Monthly Deputy's Report for Meadow Pointe IV**

This report will only include approximately 7 working days as mid-month, the Sheriff's Office began a new MCT system and I am unable to access my prior calls due to the new system.

Responded to Calls for Service to include:

2 Death Investigations

2 Vehicle Accidents

3 Illegal Parkings

1 Trespassing in Progress

1 Marchman Act

3 Welfare Checks

Conducted approximately 30 Directed Patrols throughout the community

It should be noted that although I did not take the report, we did have a Grand Theft from the new community "Haven" located in MP4. The theft involved an unknown suspect removing copper wiring from the residences under construction. This is the second construction theft from this community. I have spoken with the manager about the front security gates that are not functioning correctly as they open and close all night long without anyone punching a code in. The manager did not seem overly concerned about security of the premises. I will continue to monitor this area during the nighttime hours.



Rizzetta & Company



## Meadow Pointe IV Payment Log

6/1/2021 through 6/30/2021

Date	Purpose	Check #	Check Amount	Card Amount
6/3/2021	2 TAGS			\$20.00
6/5/2021	1 TAG 1 FOB			\$35.00
6/5/2021	2 TAGS			\$20.00
6/5/2021	4 TAGS 1 FOB			\$65.00
6/5/2021	1 TAG	6005	\$10.00	
6/6/2021	1 TAG			\$10.00
6/8/2021	1 TAG			\$10.00
6/8/2021	1 TAG			\$10.00
6/9/2021	1 TAG			\$10.00
6/10/2021	1 TAG			\$10.00
6/11/2021	1 FOB			\$25.00
6/11/2021	1 FOB			\$25.00
6/11/2021	3 TAGS 1 FOB			\$55.00
6/11/2021	2 TAGS			\$20.00
6/13/2021	1 FOB			\$25.00
6/13/2021	1 TAG			\$10.00
6/13/2021	2 TAGS			\$20.00
6/13/2021	REFUND 2 TAGS			-\$20.00
6/13/2021	2 TAGS			\$20.00
6/14/2021	1 TAG			\$10.00
6/14/2021	3 TAGS 1 FOB			\$55.00
6/14/2021	1 FOB			\$25.00
6/16/2021	1 TAG			\$10.00
6/16/2021	ROOM RENTAL			\$125.00
6/17/2021	1 FOB 1 TAG			\$35.00
6/17/2021	1 TAG			\$10.00
6/19/2021	1 TAG			\$10.00
6/21/2021	1 FOB			\$25.00
6/21/2021	1 TAG			\$10.00
6/21/2021	3 TAGS			\$30.00
6/21/2021	2 TAGS			\$20.00
6/23/2021	1 TAG			\$10.00
6/23/2021	1 FOB			\$25.00
6/24/2021	1 FOB			\$25.00
6/25/2021	2 TAGS			\$20.00
6/25/2021	2 TAGS			\$20.00



Rizzetta & Company



6/26/2021	1 TAG			\$10.00
6/26/2021	2 TAGS 1 FOB			\$45.00
6/27/2021	1 FOB			\$25.00
TOTALS:			\$10.00	\$915.00



Rizzetta & Company

## Tab 4

**RESOLUTION 2021-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT  
REDESIGNATING THE ASSISTANT SECRETARY OF THE DISTRICT,  
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Meadow Pointe IV Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within Pasco County, Florida; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS  
OF THE MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT:**

Section 1.      Matthew Huber is appointed Assistant Secretary

Section 2.      This Resolution and any prior resolutions of the District shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded, and repealed.

Section 3.      This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 14<sup>th</sup> DAY OF JULY 2021.**

**MEADOW POINTE IV COMMUNITY  
DEVELOPMENT DISTRICT**

---

**CHAIRMAN/VICE CHAIRMAN**

**ATTEST:**

---

**ASSISTANT SECRETARY**

## Tab 5

### **SERVICES CONTRACT ADDENDUM**

CUSTOMER NAME: Meadow Pointe IV CDD - % Aimee Brandon, Rizzetta & Co.

PROPERTY NAME: Meadow Pointe IV CDD

CONTRACT DATE: May 11, 2021

SUBMITTED BY: Nick Viles

SPECIFICATIONS: Add-On Maintenance for New Ponds

This agreement (the "Agreement") is an Addendum to the current Services Contract by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") and will begin on the first of the month following acceptance by the Customer, under the same terms and for the same period as the current Services Contract.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Contract Addendum Price is **\$2,280.00**. SOLitude shall invoice Customer **\$190.00 per month** for the Services to be provided under this Agreement. The price indicated in this contract addendum shall be billed in addition to the regular monthly contract invoice amount and shall renew with the same terms and for the same time period as the existing contract. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is an Addendum to an existing annual management program as described in the Schedule A attached, and shall remain in force and renew with the same terms and for the same time period as the existing contract.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Meadow Pointe IV CDD

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

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

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

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

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

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

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

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

**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



## **SCHEDULE A - ANNUAL MANAGEMENT SERVICES**

Specifications: Annual Maintenance for Three (3) New Ponds - 1.87 Total Acres - 2,511 Linear Feet



### Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
  - Water levels
  - Water clarity or quality
  - Turbidity
  - Beneficial Aquatic Vegetation
  - Nuisance, Invasive, or Exotic Aquatic Vegetation
  - Algae
  - Erosion
  - Vegetated buffers
  - Sedimentation
  - Nuisance animal activity
  - Fish habitat
  - Mosquito breeding conditions and habitat

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SŌlitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌlitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





- Trash and debris
- 2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
- 3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
- 4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

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

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **one (1) time per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLITUDE Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLITUDE Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Pond Algae Control:

1. Pond(s) will be inspected on a **one (1) time per month** basis.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

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

Service Reporting:

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

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLITUDE Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLITUDE Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.

6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLITUDE Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLITUDE Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

## **Tab 6**



## **SERVICES CONTRACT**

CUSTOMER NAME: Meadow Pointe IV CDD - % Aimee Brandon, Rizzetta & Co.

PROPERTY NAME: Meadow Pointe IV CDD

CONTRACT DATE: May 11, 2021

SUBMITTED BY: Nick Viles

SPECIFICATIONS: Aquatic Plant Installation - Ponds #34 through #37

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. **PAYMENT TERMS.** The fee for the Services is **\$13,148.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLITUDE Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLITUDE Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Meadow Pointe IV CDD

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

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

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

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

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

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

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

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

**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





## **SCHEDULE A - AQUATIC VEGETATION INSTALLATION SERVICES**

SPECIFICATIONS: Native aquatic plantings along the 3,622 linear feet of shoreline in **Ponds #34, 35, 36 and 37** at Meadow Pointe IV CDD located in Wesley Chapel, FL. Bareroot plants to be delivered and planted in accordance to specifications below.



### Aquatic Vegetation Installation:

1. Contractor will install the following aquatic vegetation in **three (3) rows** in 4"- 18" of water:
  - **Gulf Spikerush (*Eleocharis cellulosa*)**
2. The plant species are suited to live and thrive in water less than 24" in depth.
3. All plants will be spaced 12 inches apart.
4. Contractor will clean up after themselves and leave the work site with minimal disturbance to its natural appearance.
5. Contractor will not be responsible for the protection of the plants from predation by deer, geese or any other wildlife.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SŌlitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌlitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



6. Contractor is responsible for the health of the plants upon arrival to the site and will properly transplant the plants taking the health of the plant into consideration throughout the entire processes.
7. All plants provided and installed under the terms of this Agreement are guaranteed to be of good quality and free of existing disease or defects at the time of installation. A Warranty is provided for survival of 80% of installed plants for a ninety (90) day period following installation or until such time as another company other than SOLitude Lake Management accepts the planted areas for maintenance, whichever is less. If survival is less than 80% at the end of the 90-day period or upon acceptance for maintenance, replanting (to 80% survivorship) shall be performed by SOLitude at no cost to the CUSTOMER. This plant survivorship Warranty does not include the loss or damage of installed plant materials due to acts of God such as flood, fire, drought or other catastrophic events nor does the warranty cover loss or damage due to theft, vandalism, erosion, pestilence, predation by turtles, fish or other animals, or negligence by others. It is the responsibility of the CUSTOMER to maintain water depths at planned levels. Plant loss or damage from high or low levels is not covered by this Warranty.
8. Customer understands that these plants are designed to live in an aquatic or wetland environment, and as such, shall take full responsibility for supplemental irrigation that may be required due to weather or other environmental conditions.

General:

1. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
2. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
3. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
4. Contractor will maintain general liability and workman's compensation insurance.
5. While SOLitude Lake Management® makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SÖLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

Blank



## **SERVICES CONTRACT**

CUSTOMER NAME: Meadow Pointe IV CDD - % Aimee Brandon, Rizzetta & Co.

PROPERTY NAME: Meadow Pointe IV CDD

CONTRACT DATE: May 11, 2021

SUBMITTED BY: Nick Viles

SPECIFICATIONS: Aquatic Plant Installation - Ponds #76 through #79

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. **PAYMENT TERMS.** The fee for the Services is **\$9,512.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLITUDE Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLITUDE Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Meadow Pointe IV CDD

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

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

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

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

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

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

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

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

**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





## **SCHEDULE A - AQUATIC VEGETATION INSTALLATION SERVICES**

SPECIFICATIONS: Native aquatic plantings along 2,620 linear feet of shoreline in **Ponds #76, 77, 78 and 79** at Meadow Pointe IV CDD located in Wesley Chapel, FL. Bareroot plants to be delivered and planted in accordance to specifications below.



### **Aquatic Vegetation Installation:**

1. Contractor will install the following aquatic vegetation in **three (3) rows** in 4"- 18" of water:
  - **Duck Potato (*Sagittaria lancifolia*)**
2. The plant species are suited to live and thrive in water less than 24" in depth.
3. All plants will be spaced 12 inches apart.
4. Contractor will clean up after themselves and leave the work site with minimal disturbance to its natural appearance.
5. Contractor will not be responsible for the protection of the plants from predation by deer, geese or any other wildlife.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SÖlitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖlitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



6. Contractor is responsible for the health of the plants upon arrival to the site and will properly transplant the plants taking the health of the plant into consideration throughout the entire processes.
7. All plants provided and installed under the terms of this Agreement are guaranteed to be of good quality and free of existing disease or defects at the time of installation. A Warranty is provided for survival of 80% of installed plants for a ninety (90) day period following installation or until such time as another company other than SOLitude Lake Management accepts the planted areas for maintenance, whichever is less. If survival is less than 80% at the end of the 90-day period or upon acceptance for maintenance, replanting (to 80% survivorship) shall be performed by SOLitude at no cost to the CUSTOMER. This plant survivorship Warranty does not include the loss or damage of installed plant materials due to acts of God such as flood, fire, drought or other catastrophic events nor does the warranty cover loss or damage due to theft, vandalism, erosion, pestilence, predation by turtles, fish or other animals, or negligence by others. It is the responsibility of the CUSTOMER to maintain water depths at planned levels. Plant loss or damage from high or low levels is not covered by this Warranty.
8. Customer understands that these plants are designed to live in an aquatic or wetland environment, and as such, shall take full responsibility for supplemental irrigation that may be required due to weather or other environmental conditions.

General:

1. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
2. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
3. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
4. Contractor will maintain general liability and workman's compensation insurance.
5. While SOLitude Lake Management® makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SÖLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

Blank



## **SERVICES CONTRACT**

CUSTOMER NAME: Meadow Pointe IV CDD - % Aimee Brandon, Rizzetta & Co.

PROPERTY NAME: Meadow Pointe IV CDD

CONTRACT DATE: May 11, 2021

SUBMITTED BY: Nick Viles

SPECIFICATIONS: Aquatic Plant Installation - Ponds #80, 85 and 86

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. **PAYMENT TERMS.** The fee for the Services is **\$5,536.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLITUDE Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLITUDE Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Meadow Pointe IV CDD

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

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

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

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

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

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

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

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

**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

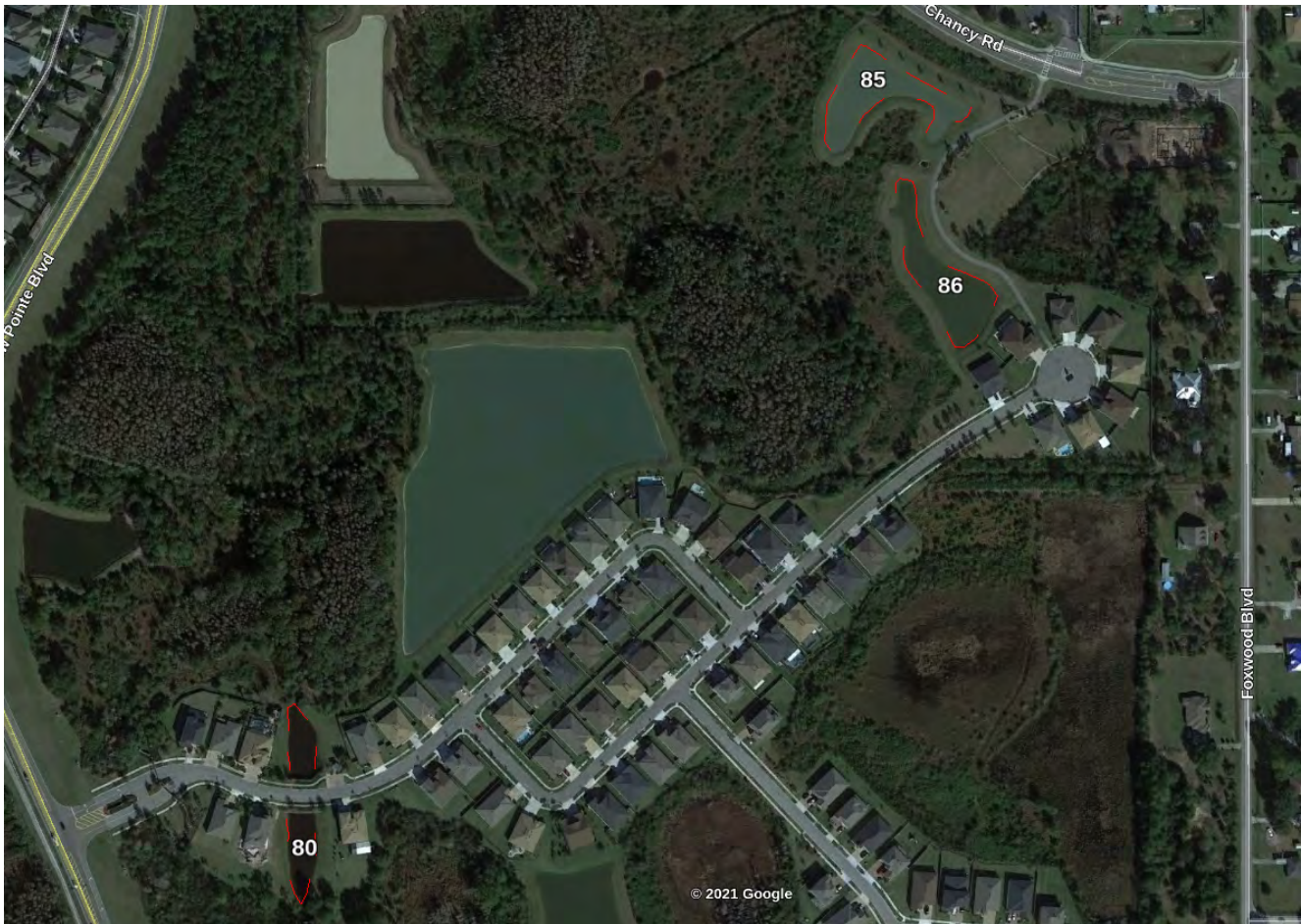
**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





### **SCHEDULE A - AQUATIC VEGETATION INSTALLATION SERVICES**

SPECIFICATIONS: Native aquatic plantings along 1,525 linear feet of shoreline in **Ponds #80, 85 and 86** at Meadow Pointe IV CDD located in Wesley Chapel, FL. Bareroot plants to be delivered and planted in accordance to specifications below.



#### **Aquatic Vegetation Installation:**

1. Contractor will install the following aquatic vegetation in **three (3) rows** in 4"- 18" of water:
  - **Pickerelweed (*Pontederia cordata*)**
2. The plant species are suited to live and thrive in water less than 24" in depth.
3. All plants will be spaced 12 inches apart.
4. Contractor will clean up after themselves and leave the work site with minimal disturbance to its natural appearance.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SŌlitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌlitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



5. Contractor will not be responsible for the protection of the plants from predation by deer, geese or any other wildlife.
6. Contractor is responsible for the health of the plants upon arrival to the site and will properly transplant the plants taking the health of the plant into consideration throughout the entire processes.
7. All plants provided and installed under the terms of this Agreement are guaranteed to be of good quality and free of existing disease or defects at the time of installation. A Warranty is provided for survival of 80% of installed plants for a ninety (90) day period following installation or until such time as another company other than SOLitude Lake Management accepts the planted areas for maintenance, whichever is less. If survival is less than 80% at the end of the 90-day period or upon acceptance for maintenance, replanting (to 80% survivorship) shall be performed by SOLitude at no cost to the CUSTOMER. This plant survivorship Warranty does not include the loss or damage of installed plant materials due to acts of God such as flood, fire, drought or other catastrophic events nor does the warranty cover loss or damage due to theft, vandalism, erosion, pestilence, predation by turtles, fish or other animals, or negligence by others. It is the responsibility of the CUSTOMER to maintain water depths at planned levels. Plant loss or damage from high or low levels is not covered by this Warranty.
8. Customer understands that these plants are designed to live in an aquatic or wetland environment, and as such, shall take full responsibility for supplemental irrigation that may be required due to weather or other environmental conditions.

General:

1. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
2. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
3. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
4. Contractor will maintain general liability and workman's compensation insurance.
5. While SÖLitude Lake Management® makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SÖLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

Blank





# Create a Living Shoreline

## Improve the Quality of Your Lake and Lifestyle

Everyone appreciates how nice it looks having the right native aquatic plants along the shoreline of your lake or pond, especially when they bloom. But, there is more to native aquatic plants than looks! A properly created buffer zone aids in keeping your aquatic ecosystem healthy. Shoreline aquascaping by Aquatic Systems, a SÖLitude Lake Management® Company promotes and helps to maintain improved water quality in your waterways.

### PLANTING NATIVE AQUATIC PLANTS ALONG THE SHORELINE WILL HELP:



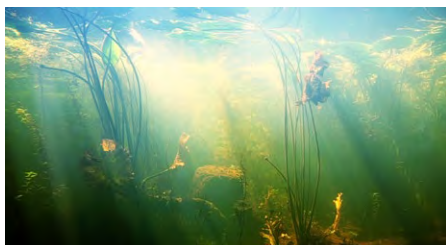
#### Control erosion

Without a buffer between the turf area and the lake or pond, erosion along the shoreline can occur and lead to high sedimentation rates into the waterbody, poor water quality and loss of the original landscape. Lining the shore with native plants will help stabilize the shoreline and reduce the chances of erosion-related issues.



#### Reduce non-native plant invasions

Plants become classified as invasive species when they invade areas outside of their native range, upset the natural community they have invaded and cause damage to the ecology or economy of an area. Having a variety of native plants in the buffer zone will allow them to out-compete invasive plants, making it much harder for invasive species to take root.



#### Improve water quality

Buffer zones along aquatic banks serve to reduce the transport of unwanted nutrients and sediment through the system and out to the watershed. Plants that actively filter nutrients without adding more reduce the nutrient load. Unwanted plant and algae growth in the water will be limited due to the filtration of nutrients from runoff.

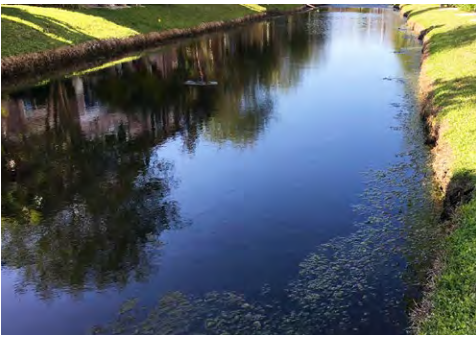


#### Support wildlife habitat

A well-established buffer functions both as beneficial habitat for “good” wildlife and as barriers to nuisance wildlife. Buffers can provide safe habitat for many desirable species, including birds, frogs and rabbits, while allowing for an increase in the species diversity surrounding the lake. Nuisance wildlife, like geese often choose alternative locations for nesting and feeding since they are unable to see potential predators.



## AQUASCAPING A RESIDENTIAL POND: BEFORE, DURING AND AFTER



### Choosing the right native plants provides benefits for years to come.

The filtration of nutrients during rainfall events will be highly dependent upon the plants within the buffer area. Plants should be native species that are disease resistant, conducive to growth in that environment and resistant to drought. Also, plant location and spacing will often impact the success of nutrient removal.

The maximum benefits of a buffer zone are achieved only when you have a good mix of aquatic and upland species covering both the shallow-water areas and dry areas along the shoreline.

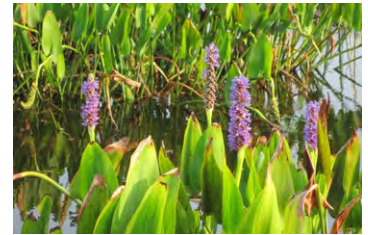
Lakes and ponds usually have several depth profiles. Generally, three to five feet around the shoreline provides great coverage. A customized native planting plan may include areas that are wider or more narrow to accommodate the terrain, plant preference, pond depth profile and the communities needs.

Once the plants are fully established it is important to maintain the plants properly to keep it beautiful and healthy for long term sustainability. Trimming the vegetation too often or improperly can add additional nutrients directly to the water, which can lead to additional water quality issues.

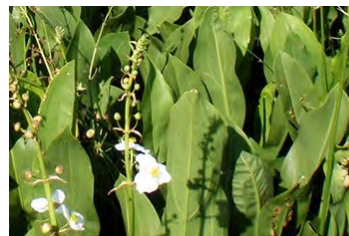
**Plan now to create a lush area  
around your pond or lake.**



CANNA LILY



PICKERELWEED



DUCK POTATO



SAND CORD GRASS



FAKAHATCHEE GRASS



SOFT RUSH



FRAGRANT WATER LILY



GULF SPIKE RUSH

Allow our experts to help you attain  
healthy, beautiful waterways.

Call 800.432.4302 today.

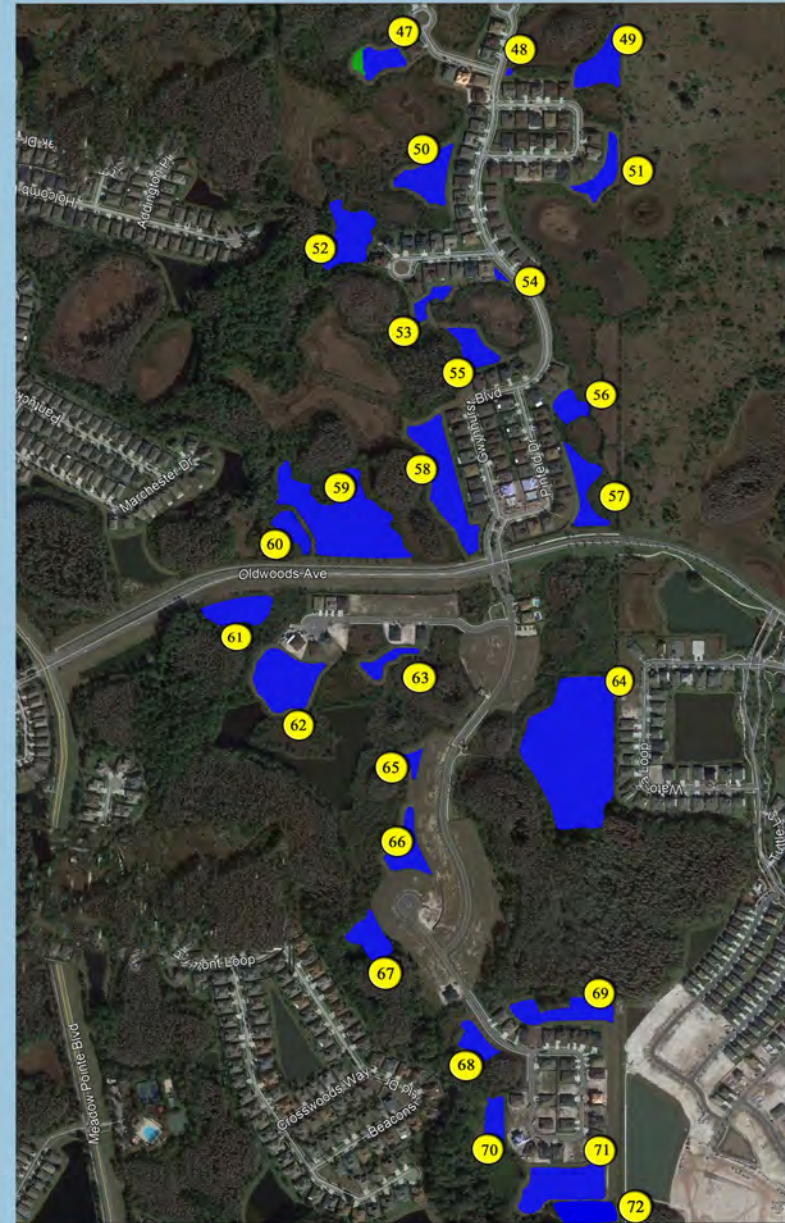
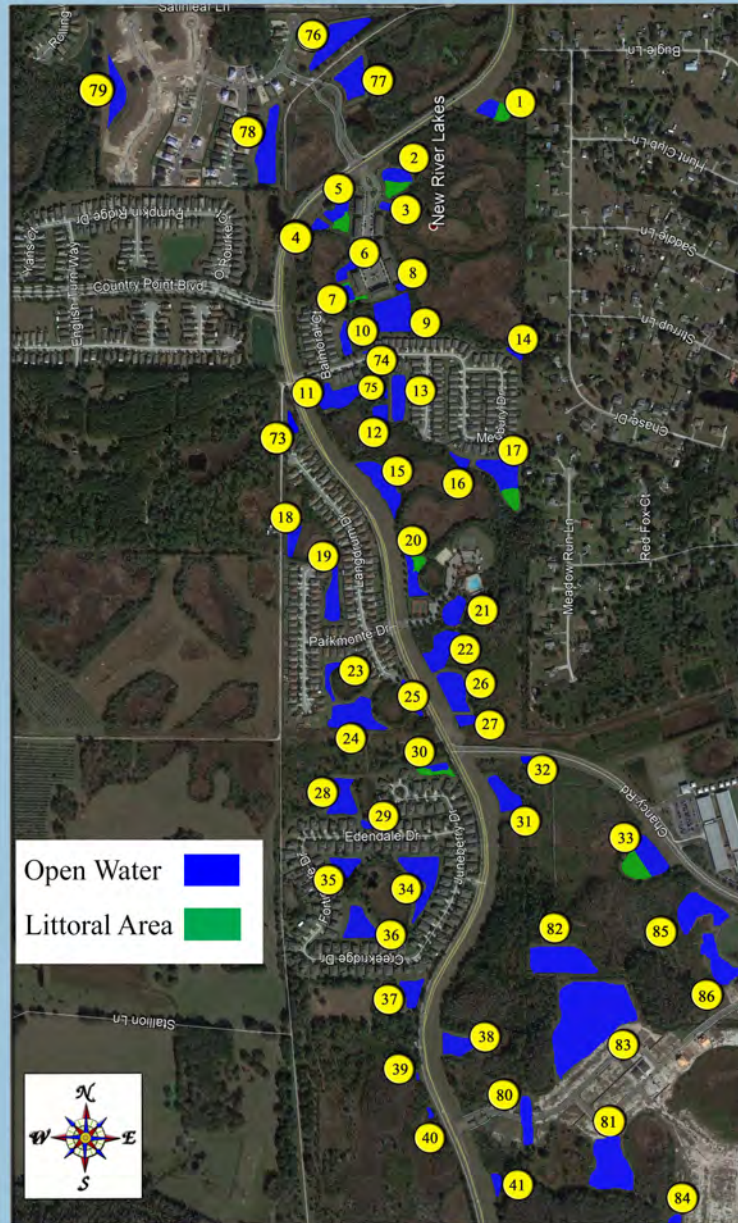
 **Aquatic Systems**  
LAKE & WETLAND SERVICES  
[aquaticsystems.com](http://aquaticsystems.com)



North

Wesley Chapel, Florida

South



## **Tab 7**





## PREVENTIVE MAINTENANCE PROGRAM

### Terms and Conditions of the maintenance agreement are as follows:

- Check & tighten hinges or rollers as needed.
  - Inspect for excessive wear or stress.
  - Check brackets for secure mounting.
  - Check track (slide gate) for secure mounting.
  - Inspect for proper alignment and security
  - Oil or grease rollers, bearings, hinges, and/ or other moving parts.
  - Check chain for sag (slide gate) and tighten
  - Check gear reducer oil level.
  - Check all sprockets and pulleys for alignment.
  - Tighten set screws as needed.
  - Check clutch and adjust as needed.
  - Check belts for excessive wear.
  - Check electrical connections.
  - Check all safety devices for proper operation.
  - Check overall operation of gate operator.
- Gate Tech, Inc. shall not be liable for specific, incidental, or consequential damages/losses caused by any acts beyond reasonable control, or the misuse and/or abuse of the gates by others. It is also understood that this agreement does not cover electrical or structural problems beyond the actual gate units .
  - The program covers the normal maintenance limited to routine adjustments, lubricant, and incidental fasteners. It does not include replacement parts or their installation, if required after inspection. You will be notified of any recommendations with regard to replacement parts and will be given the opportunity to approve the repair prior to our proceeding .
  - Work performed under this agreement will be accomplished during normal working hours 7:00 am to 4:00 pm at a special contract rate (SCR) listed below. Emergency service will be performed under this agreement on service calls received after 3:00 pm during the week which require the same day service, and on any night or weekend at the special overtime rate (SOR) listed below.

Special Contract Rate: \_\_\_\_\_ Special Overtime Rate: \_\_\_\_\_

- Periodic inspections are to be performed:

☐ Weekly   ☐ Monthly   ☐ Quarterly   ☐ Semi Annually   ☐ Other \_\_\_\_\_

- Service will not be rendered under this agreement if the account is more than 30 days past due .
- It is agreed that either party will have the right, to cancel this program with (60) Sixty days written notice .
- This agreement shall not become effective until the gates and/or equipment is inspected and accepted by Gate Tech.

### Parts Options:

- ☐ Necessary replacement parts are to be installed when performing preventative maintenance and invoiced as extra, detailing the work completed.
- ☐ A detailed list of recommended replacement parts will be supplied after each inspection with a quoted price for parts and installation. Authorization must be obtained prior to proceeding with additional work.
- ☐ Additional options can be found in the following addendum(s): \_\_\_\_\_

Facility Name: \_\_\_\_\_

### Billing Information:

Facility Address: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Annual amount: \_\_\_\_\_

Contact : \_\_\_\_\_

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

**Acceptance of proposal:** The above prices, specifications, and conditions are satisfactory and hereby accepted. Gate Tech, Inc. is authorized to do the work as specified in the terms stated above.

Accepted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted By (Printed); \_\_\_\_\_

Authorized By: \_\_\_\_\_ Witnessed By: \_\_\_\_\_

Nathan Pelham - Vice-President

1908 Wood Ct. Plant City, Florida 33563 - Ph# (813)752-9242 - [www.GateTechInc.com](http://www.GateTechInc.com)



1908 Wood Ct  
Plant City FL 33563  
(813) 752-9242,

## CUSTOMER

Meadow Point IV  
3902 Meadow Pointe Boulevard  
Wesley Chapel, FL, 33543

# Estimate

ESTIMATE

8030

#

DATE

## SERVICE LOCATION

Meadow Point IV  
3902 Meadow Pointe Boulevard  
Wesley Chapel, FL, 33543

## DESCRIPTION

**Service contract for the following communities: Meadow Pointe North, Parkmonte, Whinsenton Place, Shellwood Place, Enclave, Haven at Meadow Pointe, Meridian, Windsor, Provence.**  
**Each community access control hardware consists of phone entry and 2 entry operators and 2 exit operators.**

Description	Qty	Rate	Tax	Total
<b>Service Contract</b> Contractual service Agreement. Includes quarterly visits. After each visit you will receive a copy of the inspection report and a quote for any recommended repairs. Service contract customers receive priority placement for service calls, discount on service calls and a 20% discount on programming services.	1.00	\$1,575.00	\$0.00	\$1,575.00

## CUSTOMER MESSAGE

**Estimate Total:**

**\$1,575.00**



## Service Checklist

### Customer Information:

Customer Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Annual review: \_\_\_\_\_

Contact : \_\_\_\_\_

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

The following items have been inspected with condition and recommendations noted:

Pass	Fail	Remarks	Item:	Remarks:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Inspect hinges for wear, lubrication, and adjustment,	
			Inspect arm for alignment , tightness and wear	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Inspect operator's moving parts for wear & defects	
			Inspect control devices for proper operation	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Inspect wiring for signs of corrosion, loose wires, or poor connections	
			Inspect for excessive wear or damage on the gate	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Inspect for excessive wear to the gate operator	
			Test force reverse on gate operator	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Test gate safety (photo eye or loop) for activation, alignment, or sensitivity	
			Test gate shadow (Probe or loop) for activation, alignment, or sensitivity	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Test gate exit (probe or loop) for activation, alignment, or sensitivity	
			Evaluate operation of gate cycle including: squeaks and rattling, chain moment, slow start/stop (if equipped), track condition, and limit positions	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check ease of manual operation	
			Check battery backup voltage, condition of batteries, and operation in power failure	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Check for UL 325 Compliance	<small>This provision is not required in FL but is the recommendation of manufacturers, UL, DASMA, and Gate Tech.</small>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Other Notes: \_\_\_\_\_

\_\_\_\_\_

Conducted By: \_\_\_\_\_ Date: \_\_\_\_\_

## Tab 8



4939 Cross Bayou Blvd. | New Port Richey, FL 34652

PHONE #

(727) 858-2454

FAX #

(727) 849-8860

TOLL FREE #

(866) 753-8292

## PROPOSAL

PROJECT NUMBER J01816-2001

ACCOUNT NUMBER J01816

DATE 6/2/2021

PROCESSED BY Mike McDonald

PROJECT NAME	CLIENT NAME / CONTACT	CLIENT ADDRESS
Bundling of services	Meadow Pointe IV North CDD	5844 Old Pasco Road
	Raul Anaya	Suite 100
	<a href="mailto:ranaya@rizzetta.com">ranaya@rizzetta.com</a>	Wesley Chapel, FL 33544

### SCOPE OF WORK / DESCRIPTION OF SERVICES

We propose to perform the the following monthly, quarterly, semi annual, and annual maintenance projects that are typical at your WWTP, WTP, and Lift station. Listed below is the various projects in your community that need to be performed as listed below. All services proposed below, upon approval, will be put on a calendar so they can be completed accordingly throughout the year. All test forms, calibration certificates, and inspection forms will be provided to you for record keeping. Pending your approval we will break the annual cost down so that you pay a fixed and equal amount each month (1/12th the total) that it will make it easier for your budgeting, the following services are included:

- 1. Monthly Lift Station inspection** of the lift station on site. A copy of the inspection form will be dropped to your office each month.
- 2. Semi-annual cleaning of the lift station** will consist of vacuuming the grease and floating debris then pumping each station to the floor to vacuum all of the grit and debris that settles to the floor. Scheduling of each cleaning is listed below on a semi-annual basis.
- 3. Annual testing of the backflow devices** - (1) RPZ at the lift station, (1) Potable meter assembly by the road, and (2) double check valves for the irrigation well pumps. Copies of each report will be provided for your records. Any Backflow that fails its test will be proposed for repair/replacement.
- 4. Annual gate valve exercising** - We will exercise all of the gate valves in the community, we will provide inspection reports for all valves.
- 5. Annual fire hydrant flow testing and painting** - We will flow test each fire hydrant that will include calculated flow at 20PSI per AWWA M17 manual. We will paint each fire hydrant according to AWWA specifications and ensure that a blue reflector is present. Copies of each flow test and inspection will be provided for your records.

PARTS & MATERIALS		QTY	UOM	COST	TOTAL
1	Monthly Lift Station inspection <i>Due Monthly</i>	12	Monthly	\$83.69	\$1,004.28
2	Semi annual cleaning of the lift station <i>Due in June and December</i>	2	LS Cleanings	\$950.00	\$1,900.00
3	Annual testing of the backflow devices <i>Due in June</i>	4	Backflows	\$75.00	\$300.00
4	Annual gate valve exercising <i>Due in June</i>	1	Valve exercising	\$700.00	\$700.00
5	Annual fire hydrant flow testing and painting <i>Due in June</i>	1	FH Testing	\$720.00	\$720.00
6					
7					
8					
9					
10					

Annual cost for services listed above **\$4,624.28**

LABOR & SERVICES		QTY	UOM	COST	TOTAL
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Labor & Services Sub Total **\$0.00**

Monthly cost over 12 months for services described above **\$385.36**

### ADDITIONAL COMMENTS

*Thank you for the opportunity to provide you with this proposal!*

**NOTICE:** Prices listed represents the specific scope of service stated above. Proposal as quoted represents, labor, materials and project management specific to items listed. With exception of emergency circumstances, should it become necessary to perform additional services due to unforeseen circumstances, a change order will be required. Change order shall be executed by the owner prior to continuation of work. Payment is expected within 30 days from receipt of invoice(s) related to work. Effective term is 30 days from date of proposal.

SIGNATURE OF APPROVAL

X

## Tab 9

**Meadow Pointe IV-A Master Association, Inc.**  
**4131 Gunn Highway Tampa, Florida 33618**  
**Email: bod.mp4.hoa@gmail.com**

July 6, 2021

Board of Supervisors and District Manager (delivered electronically)  
Meadow Pointe IV Community Development District (CDD)  
3902 Meadow Pointe Blvd  
Wesley Chapel, FL 33543

Dear Supervisors and District Manager, Meadow Pointe IV CDD:

The Board of Directors for Meadow Pointe IV-A Master Association, Inc. (MPIV-A), the homeowners association (HOA) for the neighborhoods of Enclave, Meridian, Provence, and Windsor, request the Meadow Pointe IV CDD to enter discussions to amend the October 30, 2015 Easement Agreement between the CDD and the HOA. The purpose would be to improve and clarify the existing Agreement, based largely on lessons learned since the original document was signed more than four years prior to construction being completed of the MPIV-A neighborhoods.

The neighborhoods of MPIV-A have several features not found within all other neighborhoods of the District consisting of single-family homes in Shellwood, Parkmonte, and Whinsenton neighborhoods, and the townhome neighborhoods of Meadow Pointe North and the Haven. Examples include fenced dog parks, dog waste stations, parks, mail kiosks, bulletin boards, boardwalks, monuments at cul-de-sacs, and larger common areas requiring greater landscaping, irrigation, and general maintenance. These additional features result in larger costs than typically found in the other District neighborhoods and associations.

MPIV-A assessments and expenses are paid according to services provided for each neighborhood. For example, homeowners in Provence, with the largest common areas of the Association, pay more for common area landscaping than homeowners in Enclave, Meridian, or Windsor. And homeowners in Windsor do not pay toward the cost of mail kiosks, dog stations, or boardwalks in the other neighborhoods. Likewise, the MPIV-A Directors do not believe that homeowners in Parkmonte, for example, should subsidize the cost of pressure washing the extensive common areas of Provence. Instead, MPIV-A Directors encourage CDD Supervisors to review all tasks and services so that neighborhood associations generally are responsible for routine activities that benefit a particular neighborhood or association.

An exception to the above, is for services specifically designated for the CDD to provide, per Florida Statute Chapter 190 (as incorporated into a list below). In assessing specified tasks, MPIV-A Directors note that legislative powers granted to a CDD appear to limit the scope of CDD responsibilities, e.g., the statute's intent and purpose is to establish an independent special district as an alternative method to manage and finance basic services for community development... thereby providing a solution to the state's planning, management, and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other

governments and their taxpayers. It also states that any independent special district created pursuant to state law should not outlive its usefulness.

Realizing differences exist between nine neighborhoods and four HOAs within the District, the cost allocation provision of the Agreement is generally sound but should be reviewed. In sum, it states that residents of the MPIV-A pay their HOA for services provided that benefit the Association's neighborhoods, while residents in other areas of the District pay for the cost of services conducted by the District and benefiting those other properties. MPIV-A homeowners also pay to maintain CDD Master Improvements, defined as the amenity center tract (Clubhouse area), common areas along Meadow Pointe Blvd (not to include other neighborhood entranceway areas), and to maintain the pond banks.

The Scope of the current agreement states that the Association shall be responsible for installing, operating, using, maintaining, repairing, and replacing existing and enhanced HOA Improvements within the Property. HOA Improvements are defined in a footnote to the Recitals:

<sup>1</sup> For purposes of this Agreement, the definition of **"HOA Improvements"** includes landscaping, irrigation, entry monuments, and signage, as well as walls and fences that are not required by applicable engineering plans. HOA Improvements shall not include walls and fences required by applicable engineering plans (e.g., retaining walls and related fencing, etc.), gates (or related call boxes and gate operators), street lights, pavers, sidewalks and other similar structures. Mail kiosks are HOA Improvements for maintenance purposes, but the CDD shall be responsible for the operation of the mail kiosks (e.g., distributing access keys, etc.). Additionally, maintenance of HOA Improvements shall not include mowing of pond banks (for which the CDD shall continue to be responsible as part of the stormwater system), though HOA Improvements shall include any enhanced landscaping (i.e., landscaping other than grass) located on pond banks.

CDD responsibilities are specified in Section 2, Easement Rights, which includes:

The District shall retain the right and obligation to install, operate, use, maintain, repair, replace and relocate other improvements (e.g., roadways, stormwater system, and conservation areas, as well as certain walls and fences (i.e., those required by applicable engineering plans), gates (or related call boxes and gate operators), street lights, pavers, sidewalks and other similar structures, but not including the HOA Improvements covered by this Agreement) within the HOA Neighborhoods. Additionally, the District shall retain the right and obligation to operate the mail kiosks. In the event that the District causes damage to any HOA Improvements in the exercise of such rights and obligations, the District shall promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition.

Reformatted for ease of reading, the current Agreement assigns responsibilities to install, operate, use, maintain, repair, replace and relocate as follows:

- MPIV CDD:
  - Roadways
  - Stormwater System
  - Conservation Areas



- Walls and Fences required by applicable engineering plans, e.g., retaining walls & related fencing
  - Gates and related call boxes and gate operators
  - Streetlights
  - Pavers
  - Sidewalks and other similar structures
  - Mail Kiosk operations (distribution of mail kiosk keys)
  - Maintenance of Pond Banks
- MPIV-A HOA
    - Landscaping
    - Irrigation
    - Entry Monuments & Signage
    - Walls and Fences not required by applicable engineering plans
    - Mail Kiosk (for purposes of maintenance)

The Agreement does not address several responsibilities which should be specified to eliminate possible uncertainty. For example, a revised Agreement could assign the following additional responsibilities:

- MPIV CDD (additional specified responsibilities, in alignment with Fl Statue Chapter 190):
  - Debt/Bond management
  - Amenity Center (Clubhouse facilities)
  - Landscaping, Irrigation, Hardscaping, Pressure Washing, and Maintenance of Amenity Center tract and the common areas along Meadow Pointe Blvd and Oldwoods Ave (not including neighborhood entranceways and interior of neighborhoods)
  - Ponds
  - Security Operations (policing and surveillance camera monitoring)
  - Fire Prevention
  - Trash & Recycle Collection
  - Wildlife Management
  - Bridges or culverts
  - Water management/lift stations
  - Environmental Contamination
  - Insurance – General Liability & Property
- MPIV-A HOA (additional specified responsibilities):
  - Electrical costs to operate mail kiosk and neighborhood entranceway lighting
  - Utility costs for irrigation of neighborhood entranceway and interior common areas
  - Rust-prevention services for well-water used to irrigate neighborhood
  - Boardwalk maintenance inside neighborhoods
  - Parks and common area landscape enhancements areas within a neighborhood

- Pressure washing of common areas at neighborhood entranceway and inside the neighborhood, to include common area sidewalks, gutters, curbs, monuments, and fences
- Bulletin boards
- Dog waste stations
- Holiday decorations

Per the existing Agreement, homeowners in MPIV-A should not contribute to the cost for similar services if provided by the District to any of the other five neighborhoods.

In conclusion, the MPIV-A Board of Directors believe that homeowner associations are best suited to address most routine needs of its neighborhoods, leaving major responsibilities such as community development, infrastructure, and safety to the District. The Directors have flexibility to meet in most any forum or venue preferred by the CDD Supervisors. Please contact us at [bod.mp4.hoa@gmail.com](mailto:bod.mp4.hoa@gmail.com).

## **Tab 10**

---

---

**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, May 12, 2021 at 10:01 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	<b>Board Supervisor, Chairman</b>
Liane Sholl	<b>Board Supervisor, Vice-Chairman</b>
Susan Fischer	<b>Board Supervisor, Assistant Secretary</b>
Scott Page	<b>Board Supervisor, Assistant Secretary</b>
Michael Scanlon	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Aimee Brandon	<b>District Manager, Rizzetta &amp; Co, Inc.</b>
Matthew Huber	<b>Regional District Manager, Rizzetta &amp; Co, Inc.</b>
Raul Anaya	<b>Clubhouse Manager</b>
Vivek Babbar	<b>District Counsel, Straley, Robin, &amp; Vericker</b>
Tonja Stewart	<b>District Engineer, Stantec (via phone)</b>
Jason Liggett	<b>Field Services Manager, Rizzetta &amp; Company, Inc.</b>
Kelly Klukowski	<b>RASI Coordinator</b>
Deputy Allman	<b>Pasco Country Deputy</b>
Jason Diogo	<b>Solitude</b>

Audience	<b>Present</b>
----------	----------------

**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 received an audience member comment regarding Duke Energy project.

**THIRD ORDER OF BUSINESS****Consideration of FY 2021-2022  
Proposed Budget**

The Board received the Consideration of FY 2021-2022 Proposed Budget. The Board discussed renaming the parcels on the assessments page. The Board agreed that an assessment increase was necessary with the understanding that they could revise the budget before it is adopted in August.

**FOURTH ORDER OF BUSINESS****Consideration of Resolution 2021-05,  
Approving FY 2021-2022 Proposed  
Budget and Setting a Public Hearing  
Date**

On a motion from Ms. McNeil, seconded by Ms. Fischer, the Board approved Resolution 2021-05, Approving the FY 2021-2022 Proposed Budget and Setting the Public Hearing from August 11th at 5:00p.m. for the Meadow Pointe IV Community Development District.

**FIFTH ORDER OF BUSINESS****Staff Reports****A. Field Inspection Report**

The Board received the Field Inspection Report from Mr. Liggett.

Mr. Liggett provided the Board with an update on the Duke Energy Project. Mr. Liggett reminded the Board that a plan still needed to be developed so that they could go out for an RFP before knowing what the cost would be.

**B. District Counsel**

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

Mr. Babbar provided the Board with an update on the Lennar punch list items and the Lennar offer of \$25,000.00. The Board was not okay with this so Mr. Babbar will go back to Lennar to negotiate an acceptable amount.

**C. District Engineer**

The Board received the District Engineer update from Ms. Tonja Stewart.

Ms. Stewart discussed the Romaner Graphics Proposal to remove trees in the amount of \$2,900.00.

On a motion from Mr. Michael Scanlon, seconded by Ms. McNeil, the Board approved the Romaner Proposal to Remove Trees in the amount of \$2,900.00 for the Meadow Pointe IV Community Development District.

Ms. Stewart provided the Board with an update on the Sidewalk/Gutter Repairs and the Meadow Pointe North Pipe.

**D. Aquatic Maintenance**

The Board received the Aquatic Maintenance Report from Mr. Jason Diogo with Solitude.

The Board asked Ms. Stewart to look at the possibility of pond erosion. The Board requested that Solitude provide an aquatic plant proposal to the next agenda.

**E. Deputy Report**

The Board received the Deputy Report from Deputy Allman.

**F. Amenity Management**

The Board received the Amenity Report from Mr. Raul Anaya.

**G. District Manager**

The Board received the District Manager Report from Ms. Brandon.

Ms. Brandon reminded the Board of their next Regular Scheduled meeting to be held on June 9th, 2021 at 5:00 p.m.

The Board asked Ms. Brandon to find out when the Bonds could be refunded.

Ms. Brandon announced the registers voters for the Meadow Pointe IV CDD at 1,718 voters.

**SIXTH ORDER OF BUSINESS**

**Consideration of FY 2019-2020 Audit Report**

The Board received the Consideration of FY 2019-2020 Audit Report.

On a motion from Ms. McNeil, seconded by Ms. Liane Sholl, the Board approved the FY 2019-2020 Audit Report for the Meadow Pointe IV Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Discussion of Clubhouse Opening & Mask Requirements**

The Board decided to table this discussion until the June 9<sup>th</sup> meeting.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Minutes of the  
Budget Workshop Meeting held on  
April 14, 2021**

The Board received the Minutes of the Budget Workshop Meeting held on April 14, 2021.

On a motion from Ms. Fischer, seconded by Ms. Sholl, the Board approved as amended the Minutes of the Budget Workshop Meeting held on April 14th, 2021 for the Meadow Pointe IV Community Development District.

**NINTH ORDER OF BUSINESS**

**Consideration of Minutes of the 2<sup>nd</sup>  
Audit Meeting held on April 14, 2021**

The Board received the Minutes of the 2<sup>nd</sup> Audit Meeting held on April 14, 2021.

On a motion from Ms. McNeil, seconded by Ms. Fischer, the Board approved the Minutes of the 2nd Audit Meeting held on April 14th, 2021 for the Meadow Pointe IV Community Development District.

**TENTH ORDER OF BUSINESS**

**Consideration of Minutes of the  
Regular Meeting held on April 14, 2021**

The Board received the Minutes of the Regular Meeting held on April 14, 2021.

On a motion from Mr. Michael Scanlon, seconded by Ms. McNeil, the Board approved the of Minutes of the Regular Meeting held on April 14th, 2021 for the Meadow Pointe IV Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Consideration Operations &  
Maintenance Expenditures for March  
2021**

The Board received the Operation and Maintenance Expenditures for March 2021 in the amount of \$190,046.26.

On a motion from Ms. Sholl, seconded by Ms. McNeil, the Board approved the O&M Expenditures for March 2021 in the amount of \$190,046.26 for the Meadow Pointe IV Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Audience Comments**

There were no audience comments.

**THIRTEENTH ORDER OF BUSINESS**

**Supervisor Forum**

The were no Supervisor Requests.

**FOURTEENTH ORDER OF BUSINESS      Adjournment**

On a motion from Ms. McNeil, seconded by Ms. Fischer, the Board approved to adjourn the meeting at 1:30 p.m. for the Meadow Pointe IV Community Development District.

\_\_\_\_\_  
Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

DRAFT



## **Tab 11**



**MEADOW POINTE IV  
COMMUNITY DEVELOPMENT DISTRICT**

3434 Colwell Ave, Suite 200, Tampa, FL 33614 - 813-994-1001 -  
Meadowpointe4cdd.org

**Operations and Maintenance Expenditures  
May 2021  
For Board Approval**

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

The total items being presented: **\$81,087.07**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

**MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Liane Sholl  
*Chairman*

\_\_\_\_\_  
Megan McNeil  
*Vice Chairman*

\_\_\_\_\_  
Scott Page  
*Supervisor*

\_\_\_\_\_  
Michael Scanlon  
*Supervisor*

\_\_\_\_\_  
Susan A. Fischer  
*Supervisor*

\_\_\_\_\_  
Aimee Brandon  
*District Manager*

# Meadow Pointe IV Community Development District

## Paid Operation & Maintenance Expenses

May 1, 2021 Through May 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Arbor Bay Inc.	004646	5708	Tree Removal Services 05/21	\$ 2,646.00
Ecological Consultants, Inc.	004647	11963	Scheduled Maintenance Enclave M7 43021274.038 05/21	\$ 600.00
Florida Department of Revenue	004638	61-8015577602-6 04/21	Sales & Use Tax 04/21	\$ 45.79
Frontier Communications of Florida	004639	813-973-3003-101308-5 04/21	Clubhouse FIOS Service 04/21	\$ 481.64
Frontier Communications of Florida	004627	813-994-1915-011921-5 05/21	Shellwood Sub Division Gate Phone 05/21	\$ 60.99
Jennifer L. Sholl	004656	LS051221	Board of Supervisors Meeting 05/12/21	\$ 200.00
Jerry Richardson	004662	1495	Monthly Hog Removal Service 05/21	\$ 1,200.00
Landscape Maintenance Professionals, Inc.	004659	159905	Monthly Grounds Maintenance & Addendum 1 05/21	\$ 12,997.34
Landscape Maintenance Professionals, Inc.	004649	160051	Bahia & St. Augustine Fertilizer 04/21	\$ 1,685.00
Landscape Maintenance Professionals, Inc.	004649	160052	Pest Control 04/21	\$ 335.00
Meadow Pointe IV CDD	CD269	CD269	Debit Card Replenishment	\$ 349.52
Megan McNeil	004650	MM051221	Board of Supervisors Meeting 05/12/21	\$ 200.00
Michael J Scanlon	004655	MS051221	Board of Supervisors Meeting 05/12/21	\$ 200.00
Navitas Credit Corporation	004640	40257864 05/21	Security Systems 05/21	\$ 977.54

## Meadow Pointe IV Community Development District

### Paid Operation & Maintenance Expenses

May 1, 2021 Through May 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Outsmart Pest Management Inc.	004660	30044	Pest Control Service 05/21	\$ 51.00
Pasco County Property Appraiser	004628	040121	Non-Ad Valorem Annual Fee FY 21/22	\$ 150.00
Pasco County Utilities	004629	Pasco Water Summary 03/21	Pasco Water Summary 03/21	\$ 1,429.82
Pasco Sheriff's Office	004630	050121	Law Enforcement Services Installment #8 05/21	\$ 8,880.25
Rizzetta & Company, Inc.	004631	INV00000058205	District Management Fees 05/21	\$ 5,987.50
Rizzetta Amenity Services, Inc.	004641	INV00000000008740	Amenity Management Services 04/30/21	\$ 5,521.96
Rizzetta Amenity Services, Inc.	004652	INV00000000008767	Out Of Pocket Expenses 04/21	\$ 172.80
Rizzetta Amenity Services, Inc.	004661	INV00000000008790	Amenity Management Services 05/14/21	\$ 7,101.69
Rizzetta Technology Services, LLC	004632	INV0000007522	Website Hosting Services 05/21	\$ 100.00
Rust-Off Inc.	004654	30476	Monthly Rust Prevention - Maintenance 05/21	\$ 195.00
Scott W Page	004651	SP051221	Board of Supervisors Meeting 05/12/21	\$ 200.00
Solitude Lake Management LLC	004643	PI-A00587989	Monthly Aquatic Maintenance 04/21	\$ 4,340.00
Southern Automated Access Services LLC	004642	9425	Gate Repairs Windsor 04/21	\$ 105.00
Southern Automated Access Services LLC	004642	9447	Gate Repairs Meridian 04/21	\$ 105.00

## Meadow Pointe IV Community Development District

### Paid Operation & Maintenance Expenses

May 1, 2021 Through May 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Southern Automated Access Services LLC	004642	9449	Gate Repairs Shellwood 04/21	\$ 105.00
Southern Automated Access Services LLC	004642	9455	Gate Repairs Meridian 04/21	\$ 310.00
Southern Automated Access Services LLC	004653	9471	CAPXL Cloud - Shellwood 05/21	\$ 75.50
Southern Automated Access Services LLC	004653	9474	Gate Repairs Windsor 05/21	\$ 105.00
Southern Automated Access Services LLC	004653	9478	Quarterly Maintenance Gates Meridian 05/21	\$ 190.00
Southern Automated Access Services LLC	004653	9484	Gate Repairs Windsor 05/21	\$ 105.00
Southern Automated Access Services LLC	004653	9485	Gate Repairs Whinsenton 05/21	\$ 105.00
Southern Automated Access Services LLC	004642	Southern Phone Summary 04/21	Southern Phone Summary 04/21	\$ 333.65
Stantec Consulting Services Inc.	004657	1784276	Engineering Services 04/21	\$ 1,388.75
Straley Robin Vericker	004644	19749	General Legal Services 04/21	\$ 2,580.00
Suncoast Pool Service	004663	7231	Pool Supplies Maintenance 05/21	\$ 1,145.00
Susan A. Fischer	004648	SF051221	Board of Supervisors Meeting 05/12/21	\$ 200.00
TECO	004636	221006228235 03/21	Oldwoods Ave Street Light Service 03/21	\$ 1,127.89
The Pampering Plumber	004633	19484-81160	Plumbing Repairs 04/21	\$ 59.00

## Meadow Pointe IV Community Development District

### Paid Operation & Maintenance Expenses

May 1, 2021 Through May 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
The Pampering Plumber	004645	19484-81274	Plumbing Repairs 04/21	\$ 163.00
U.S. Water Services Corporation	004634	SI27248	Replaced Battery, Alarm & Emergency Light 04/21	\$ 1,430.00
U.S. Water Services Corporation	004634	SI27456	Cleaned Debris from Pumps & Reinstalled 04/21	\$ 1,014.98
U.S. Water Services Corporation	004634	SI27458	Repack Rising Stem Gate Valve 04/21	\$ 374.36
U.S. Water Services Corporation	004664	SI27956	Monthly Lift Station Inspection 04/21	\$ 83.69
Waste Connections Of Florida	004658	5290070	Waste Disposal Residential Services 04/21	\$ 6,511.68
Waste Connections Of Florida	004635	934507	Waste Disposal Recreation Center 05/21	\$ 70.00
Waste Connections Of Florida	004635	934688	Waste Disposal Meadow Pointe North 05/21	\$ 447.00
Withlacoochee River Electric Cooperative, Inc.	004665	Summary 04/21	Summary Bill 04/21	<u>\$ 6,843.73</u>
<b>Report Total</b>				<u><b>\$ 81,087.07</b></u>