

# **Meadow Pointe II CDD**

# **November 5, 2025**

# **Table of Contents**

Agenda	1
9 – Consent Agenda	2
9D – Architectural Review	
12 - Operations Managers Report 11/5/25	4
November Newsletter	5
CES Pool Salt System estimate	6
Board Discussion/Approval	
FHP Report	7
LMP Reports	8
Pond Reports	9

# **Agenda**

# Meadow Pointe II Community Development District

#### **Board of Supervisors**

- □ John Picarelli, Chairperson
- ☐ Robert Signoretti, Vice Chairperson
- ☐ Chris Kluender, Assistant Secretary
- ☐ Kyle Molder, Assistant Secretary
- ☐ Jamie Childers, Assistant Secretary

- ☐ Jayna Cooper, District Manager □ Lindsay Moczynski, District Counsel
- ☐ Jerry Whited, District Engineer
- ☐ Justin Wright, Operations Manager
- ☐ Howard Neal, Field Svc. Director

# Wednesday, November 5, 2025 – 6:30 p.m. **Regular Meeting Agenda**

# Communications Media Technology Via Zoom:

https://us02web.zoom.us/j/4527478885?pwd=SWJycEJVU1VjSmVvSWRVeDJlcWIrZz09&omn=8 7393916259

> Meeting ID: 452 747 8885 Passcode: 6DfetC Call In #: 1-929-205-6099

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance/Moment of Silence for our Fallen Service Members and First Responders
- 4. Additions or Corrections to the Agenda
- 5. Audience Comments (Comments will be limited to three minutes.)
- 6. District Manager Report
  - A. Consideration of Resolution 2026-02; Request for Qualification for Construction Manager
  - B. Consideration of Resolution 2026-03; Setting Public Hearing on Rules of Procedure
  - C. Consideration of Motion to Assign Funds
- 7. District Engineer Report
  - A. Presentation of District Engineer Report
  - **B.** Cost of 6<sup>th</sup> lane for Lap pool
  - C. Road repair in Covina Key
- 8. District Counsel Report
  - A. Update from Andy Cohens office on DRVC case
- 9. Consent Agenda
- 10. Architectural Review Discussion Items
- 11. Government/Community Updates
  - A. Community Representative Update
    - i. Update on off duty Pasco County Sheriff Officer
  - B. Event Planning Coordinator
    - i. Next Event Update
- 10. Non-Staff Reports
- 11. Operations Manager Report

A. Update on playground upgrade

- 12. Approval/Disapproval/Discussion
- 13. Audience Comments (Comments will be limited to three minutes.)
- 14. Supervisor Comments
- 15. Adjournment

# Board Workshop Agenda Items for Board Discussion (No Motions/ Votes Accepted. Board Discussions Only)

- 1. Call to Order
- 2. Items for Discussion
  - A. Discussion of Supervisor's questions on bond projects and their budgets
- 3. Adjournment

The next CDD Meeting is scheduled for Wednesday, November 19, 2025, at 6:30 p.m.



### **MEADOW POINTE II CDD**

# ENGINEERS REPORT FOR NOVEMBER 5th, 2025 BOARD MEETING

# **Discussion items:**

- Building Construction on County Line Rd & Mansfield Blvd: A staff meeting was conducted to discuss the CMAR process and RFQ process for the new building construction management. Included in the agenda will be documents for Board review pertaining to the process for advertising and selecting a construction manager including specific dates and times pertaining to different aspects of the RFQ. The CMAR process would typically include an owner's representative who acts as a liaison between the District and the CMAR providing additional oversight and communication. BDi would be able to assist in this owners representative role if the District desires.
- Warning Gate at Wrencrest Drive: The Planning Commission Appeal Meeting is scheduled for November 6, 2025, 1:30 pm. A BDi representative will be in attendance and available as a witness for the proposal being delivered by the Kilinski Van WYK Group.
- Lap Pool: The Borelli Group has begun working on design plans. We met with Borelli Group and Martin Aquatics to clarify what consultants would need to be brought in at what milestones and Borelli group is working on exhibits for those supporting scopes of services. SWFWMD has sent a minor modification permit approval for the site plan we submitted for the berm improvements on the West side of the amenity center. The permit number is 43003010.088.
- Dog Park at Iverson: We have completed an exploration meeting with the County. They
  provided comments during the meeting and over the following days on the updated
  plans. We are working to update the plans and gather supporting specification sheets
  requested prior to Board direction and formal submission.



#### **MEMORANDUM**

To: Board of Supervisors
From: District Counsel
November 5, 2025

**Subject:** Construction Manager at Risk Overview for Community Center and Maintenance

Facility

# Introduction

The purpose of this memorandum is to provide an overview of the Construction Manager at Risk ("CMAR") procurement method and its advantages for vertical building construction projects. This information is intended to assist the Board in understanding how a CMAR approach can benefit the Meadow Pointe II Community Development District ("District") for the Community Center and Maintenance Facility project by managing the construction phase, assisting in delivering the project on time, within budget, and to the required quality standards.

The CMAR approach offers several significant advantages for vertical building construction projects. A CMAR can assist in navigating the complexities of a construction project by:

- 1) Early Involvement and Planning: Developing a comprehensive construction plan, including a detailed schedule and budget for approval by the District, with the advantage of providing input during the design phase to identify potential cost savings and constructability issues before construction begins;
- 2) Expert Consultation: Providing professional advice and consultation to the District during the design and planning phases of the project, which can result in more efficient designs and reduced change orders;
- 3) Cost Certainty: Managing all aspects of the construction process with a Guaranteed Maximum Price ("GMP"), ensuring that the project is completed on time and within budget, and in accordance with all applicable laws and regulations, thereby providing the District with financial predictability and protection against cost overruns;
- 4) Quality Control: Coordinating the work of all subcontractors and ensuring that all work is performed to the highest standards of quality and safety through comprehensive oversight and management; and
- 5) Transparent Communication: Communicating regularly with the District, providing updates on project progress and any issues that arise, which promotes accountability and allows for timely decision-making.

In a CMAR procurement structure, the CMAR works alongside an "Owner's Representative" (also known as the District's Representative), who acts as the liaison between the District and the CMAR. The Owner's Representative assists by ensuring the project aligns with the District's goals and interests, providing oversight throughout the project's life cycle, which includes facilitating effective communications between the District and the CMAR in between and after meetings of the Board, and monitoring the CMAR's performance to ensure adherence to the project timeline, budget, and quality standards.

# **CMAR Procurement Process**

When a district chooses to use the CMAR procurement method for a vertical building construction project, the engagement process typically includes the following steps:

- 1. **Development of Selection Criteria:** The District develops and publishes selection criteria that are clear, objective, and relevant to the project's requirements. These criteria may include, but are not limited to, the CMAR's experience, financial stability, project management capabilities, and previous performance on similar projects. For vertical building construction projects, these criteria are particularly important to ensure the selected CMAR has relevant experience with similar building types and complexity.
- 2. **Issuance of Request for Qualification (RFQ):** The District issues an RFQ that outlines the project scope, selection criteria, submission requirements, and timeline. The RFQ will provide detailed information to prospective CMARs about the project and the expectations of the District. The issuance of the RFQ package marks the formal commencement of the procurement process.
- 3. **Proposal Submission:** Interested CMARs submit their proposals in accordance with the RFQ's instructions. Proposals must address all requirements and selection criteria outlined in the RFQ. This competitive process helps ensure the District receives qualified proposals from experienced construction managers.
- 4. **Evaluation of Proposals:** The district evaluates all received proposals based on the published selection criteria. This evaluation may include presentations and further clarifications from the proposing CMARs. The qualifications-based selection process is an advantage of the CMAR method, as it allows the district to select based on expertise and capability rather than lowest price alone.
- 5. **Selection and Negotiation:** The district selects the most qualified CMAR based on the evaluation process. Upon selection, the district and the selected CMAR enter into negotiations to finalize the terms of engagement, including the Guaranteed Maximum Price (GMP) and other contractual obligations. An advantage of the CMAR method is that the GMP is negotiated after the CMAR has been selected based on qualifications, allowing for collaborative discussion of costs and scope rather than being locked into a bid price before the construction manager's expertise can be fully utilized. The district makes its final selection of the CMAR and notifies the selected CMAR accordingly. The district and the selected CMAR typically enter into contract negotiations immediately following the selection notification, with the aim of executing a binding agreement within thirty (30) days thereafter.

6. **Contract Execution:** Following successful negotiations, the district and the selected CMAR execute a contract that formalizes their engagement and outlines the roles, responsibilities, and expectations of both parties. The CMAR then posts the payment and performance bonds, which protect the district's financial interests, and the project commences.

# **Conclusion and Proposed Timeline**

The CMAR procurement method offers significant advantages for vertical building construction projects, including early contractor involvement, cost certainty through a Guaranteed Maximum Price, qualifications-based selection, collaborative problem-solving during design and construction, and enhanced quality control. This approach can be particularly beneficial for complex projects like community centers and maintenance facilities where early input from construction professionals can result in better designs, fewer change orders, and more predictable outcomes.

We hope that this memorandum assists the Board in understanding the CMAR process and its potential advantages for the District's vertical construction projects. We appreciate the opportunity to serve the District and remain available to address any questions or concerns you may have regarding this procurement method.

Should the Board decide to proceed with a CMAR procurement for a vertical building construction project, a sample timeline might include the following milestones:

- November 5 Board approves the RFQ procurement solicitation
- November 17 week CMAR advertisement is run
- 1st Week of December Pre-proposal conference is held
- January 9 RFQ responses are due and opened
- January 21 RFQ Award Meeting

### RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING A REQUEST FOR QUALIFICATION FOR CONSTRUCTION MANAGER AT RISK SERVICES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Meadow Pointe II Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("**Act**"); and

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain certain public improvements; and

WHEREAS, the District's Board of Supervisors ("Board") hereby finds that it is in the District's best interests to competitively solicit proposals through a Request for Qualifications ("RFQ") process for construction manager at risk services for the construction of various components of the District's Community Center and Maintenance Facility and other related improvements within the District ("Project"); and

**WHEREAS**, the Board desires to authorize the distribution and issuance of the RFQ for the Project, and desires to approve the RFQ Notice, Instructions to Proposers, and Evaluation Criteria to be included therein in substantially the form attached hereto as **Composite Exhibit A**; and

WHEREAS, the Board desires to authorize the Chairman or Vice Chairman, in consultation with District staff, to effectuate any further revisions to the Project Manual, including the documents attached as **Composite Exhibit A** to this Resolution, as is in the best interests of the District; provided, however, that any changes to the evaluation criteria shall require Board approval.

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

**SECTION 1**. All of the representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2.** The Board hereby approves the distribution and issuance of the RFQ for the Project, and approves in substantial form the RFQ Notice, Instructions to Proposers, and Evaluation Criteria as attached hereto as **Composite Exhibit A**, which documents may be subject to further review and revision by District staff, as finally approved by the District's Chairman or Vice Chairman. The Board further authorizes the Chairman or Vice Chairman, in consultation with District staff, to finalize the RFQ Project Manual and authorizes issuance of the publication of the RFQ Notice as finally approved.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 5th day of November 2025.

ATTEST:	MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT
Secretary	Chairman, Board of Supervisors
Composite Exhibit A:	Notice of Request for Qualifications Instructions to Proposers Evaluation Criteria

# **COMPOSITE EXHIBIT A**

# NOTICE OF REQUEST FOR QUALIFICATIONS MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT CONSTRUCTION MANAGER AT RISK SERVICES FOR DISTRICT IMPROVEMENT PROJECT

Pasco County, Florida

The Meadow Pointe II Community Development District ("District") is soliciting qualifications from companies ("Respondent(s)" or "Proposer(s)") interested in providing Construction Manager at Risk Services for the construction of various components of the District's Community Center and Maintenance Facility, which may include, but not be limited to: site work and construction of a community center building and maintenance facilities, along with appurtenant facilities, such as parking lots, sidewalks, pathways, and trails (collectively, "District Improvement Project").

The District may, in its discretion, solicit proposals for phased portions of the District Improvement Project with a separate guaranteed maximum price ("GMP") for each portion, or one GMP for the whole District Improvement Project. The GMP(s) will be negotiated between the District and the successful Proposer at a later date. The firm selected to provide Construction Manager at Risk ("CMAR") services will provide support to the District related to design and preconstruction services and function as the General Contractor responsible for competitively bidding trade contracts, all scheduling and coordination of the Project, and the successful, timely, and economical completion of the District Improvement Project, as more particularly described in the Request for Qualifications Package ("RFQ").

To be eligible to submit qualification documents ("**Response**" or "**Proposal**"), and in addition to any other requirements set forth in the RFQ, an interested firm must: (i) hold all required local, state and federal licenses in good standing, including certification or registration under Florida Statutes, Chapter 489, as a general contractor and, as may be applicable, underground contractor; (ii) be authorized to do business in Pasco County and the State of Florida; (iii) have adequate and available resources (including bonding capacity) to enter into a CMAR contract with a GMP in the range of \$1,000,000 to \$2,000,000 as evidenced by a letter of surety; and (iv) attend a mandatory Pre-Proposal Conference. Additionally, the District will consider whether the Proposer has provided and successfully completed collaborative delivery (design build, CMAR, progressive design build) projects of similar size, use and complexity within the past ten years as of the due date; provided, however, this criteria will be a factor in considering an award but will not prohibit a Respondent from submitting a Response.

Each firm desiring to submit a response to the RFQ must submit an electronic copy of the firm's Response in PDF format on a flash drive, along with one hardcopy original, no later than [Due Date] at the following address: Inframark, LLC, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607, Attn: Jayna Cooper

(813) 873-7300; Email: jayna.cooper@inframark.com ("Submission Location"). A District representative will conduct a special public meeting on [DATE] at [TIME] at the District Clubhouse, 30051 County Line Road, Wesley Chapel, Florida 33543, to open the Responses and read the names of the Respondents. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190, Florida Statutes. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Manager at least three (3) business days before the meeting by contacting the District Manager's Office at (813) 873-7300. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Manager.

Responses will be evaluated in accordance with the evaluation methodology included in the RFQ and is a qualification-based selection as presented in the RFQ. The District reserves the right to reject any and all responses, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the District Improvement Projects in phases through alternative procurement methods, waive minor or technical irregularities in any proposal, negotiate with one or more proposers, and cancel or reissue the RFQ, as it deems appropriate, if it determines in its sole discretion that it is in the District's best interests to do so.

Any protest of the specifications, terms, or conditions contained in the RFQ must be filed in writing with the District Manager, Inframark LLC, at the following location: Inframark, LLC, 2005 Pan Am Circle, Suite 300, Tampa, FL 33607, Attn: Jayna Cooper (813) 873-7300; Email: jayna.cooper@inframark.com ("District Manager's Office") within seventy-two (72) hours of download of the RFQ, together with a protest bond in a form acceptable to the District and in the amount of Ten Thousand Dollars (\$10,000.00). Any protest of the District's intended decision or award must be filed within seventy-two (72) hours of the posting of the notice of intended decision or award. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest, with any remainder to be returned to the protestor. Failure to timely file a protest will result in a waiver of proceedings under Chapter 190, Florida Statutes, and other law. Additional requirements for filing a protest can be found in the District's *Rules of Procedure*, which are available upon request.

The successful respondent will be required upon the successful negotiation of a contract to furnish a payment and performance bond in the amount of one hundred percent (100%) of the contract price, as described in the contract documents and with a surety authorized to do business in Florida, rated A- or better by A.M. Best, and acceptable to the District, in accordance with Section 255.05, *Florida Statutes*.

Any and all questions relative to this RFQ or the Project shall be directed in writing by e-mail only to Paul Palmer at ppalmer@reparch.com, Jerry Whited at jwhited@bdiengineers.com, and Jayna Cooper at jayna.cooper@inframark.com with e-mail copies to Jennifer Kilinski at jennifer@cddlawyers.com and Lindsay Moczynski at lindsay@cddlawyers.com. No phone inquiries please.

District Manager

# INSTRUCTIONS TO PROPOSERS MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT CONSTRUCTION MANAGER AT RISK SERVICES FOR DISTRICT IMPROVEMENT PROJECT

# I. INTRODUCTION

- A. General Information. The Meadow Pointe II Community Development District ("District") is soliciting qualifications documents, as set forth in more detail herein ("Response(s)" or "Proposal(s)"), from qualified respondents ("Respondent(s)" or "Proposer(s)") for construction manager at risk services for the construction of the District's Community Center and Maintenance Facility Projects, including but not limited to stormwater management systems, roadway improvements, waste water, sewer and reuse systems, underground street light utilities, as well as construction of open-air pavilions, clubhouse and other public facilities, and appurtenant facilities, such as parking lots, sidewalks, pathways, and trails (collectively, "District Improvement Project"). The District Improvement Project is presently contemplated to include public improvements necessary for development of communal meeting and maintenance facilities, along with appurtenant facilities, as shown in the Concept Plans/Designs and Specifications, which are an exhibit to this RFQ. It is anticipated that one Respondent will be chosen to manage and oversee the construction of the District Improvement Project.
- B. **Proposed Agreement**. The services for the District Improvement Project will be contracted under a single entity known as a Construction Manager at Risk ("CMAR"). The proposed CMAR Agreement ("Agreement" or "Contract") is attached as <a href="Exhibit A">Exhibit A</a> Sample Contract and <a href="Exhibit B">Exhibit B</a> Sample General Terms and Conditions and will be finalized through negotiations as set forth herein. The initial scope of work for each project under the Agreement shall consist of providing the specified pre-construction phase services on a fixed-price, lump-sum basis.
- C. GMP. The Agreement shall be amended to include construction phase services generally requiring the CMAR to deliver the completed project following negotiation of a mutually acceptable guaranteed maximum price ("GMP") and completion deadlines for the construction phase work. The GMP will be negotiated between the parties at a later date. The CMAR's fee is anticipated to be a percentage of the cost of the District Improvement Project ("Fee") and such percentage, or percentages if using a sliding scale, must be provided in response to the RFQ. The Fee shall include the profit, overhead, main office personnel and expenses as described in the CMAR Agreement. The District reserves the right to negotiate the percentage(s) of the CMAR fees and to establish a cap on such fees in its sole discretion. The Agreement may, in the District's discretion, consist of multiple GMPs for phasing of the District Improvement Project. The first subphase will be the Design/Pre-Construction Services, wherein the CMAR will be paid a lump sum fee as an integral part of the project team. Design/Pre-Construction Services expected from the CMAR are described in the Agreement. As construction drawings progress and the Design/Pre-Construction Services near completion, the CMAR will be expected to provide a GMP and Performance and Payment Bonds in the amount for the construction phase(s), as described herein.

If the GMP is accepted by the District, the CMAR shall become the single point of responsibility for the performance of construction of the Work. If the District and the CMAR are unable to negotiate a mutually acceptable GMP in good faith within the time periods specified in this RFQ or as otherwise agreed in writing, the District shall not be obligated to amend the Agreement to include construction phase services for that portion of the District Improvement Project and may elect to complete the design and advertise the District Improvement Project for competitive bids or pursue alternative procurement methods. The District's determination that the parties are unable to reach agreement shall be final and not subject to dispute. Please note that any final contract(s) for the Project shall be subject to appropriations and funding. Funding is reasonably expected to be in place and available from the proceeds of tax-exempt bonds issued by the District, among other sources.

- **Duties.** The selected CMAR may function as a General Contractor responsible for D. competitively bidding trade contracts, all scheduling and coordination of the District Improvement Project, and the successful, timely, and economical completion of the District Improvement Project. The selected CMAR will provide preconstruction services and enter into a contract with the District for such services. The preconstruction services are described in more detail in the Agreement. The selected CMAR will provide construction services and will be responsible to the District for constructing the District Improvement Project pursuant to a contractually guaranteed maximum price with a guaranteed completion date. Those portions of the Work (as defined in the Agreement) that the CMAR does not customarily perform with the CMAR's own personnel may be performed under subcontracts or by other appropriate agreements with the CMAR. Unless otherwise permitted by the District, the CMAR must solicit, and use commercially reasonable efforts to obtain, at least three competitive bids from subcontractors and material/equipment suppliers when subcontracting, and shall determine, with the advice of the District, which bids to accept. Any use of CMAR's personnel and equipment shall be pre-approved in writing by the District, and the District shall have the right in its sole discretion to require the CMAR to subcontract for all such work and/or obtain competitive bids for all portions of the Work anticipated to be performed for that phase. A draft form of Contract for the pre-construction and construction services is attached, or will be subsequently supplemented, to this RFO; however, the Contract terms are subject to negotiation, and the District expressly reserves the right to make changes to the Contract form.
- E. **Schedule**. The following is the anticipated scheduled calendar of events with important dates and times. Dates are subject to change by direction of the District, at its sole discretion. If the District determines that it is necessary to change these dates/times prior to the RFQ due date, the change will be announced via an addendum.

Action:	Date:
RFQ Released	
Mandatory Pre-Proposal Conference	
Cut-off date for Questions by Respondents	
Proposal Due Date and Time and Public	
Opening	
Public Evaluation Meeting	

nitial Negotiation Meeting (Draft Scope Due) Within fourteen days of Notice of Rank						
- CMAR	as may be extended by the District					
Final Scope and Fee Agreement - CMAR	Within fourteen days of Initial Negotiation					
	Meeting, or as may be extended by the District					
Approval by the District's Board of	Expected by the District Board of					
Supervisors – GMP No. 1 (subject to change	Supervisors Meeting, or earlier (no later than					
based on timeline)	, or as may be extended by					
	the District)					
Contract Executed/Bonds Posted	Within Ten Days of Approval by District					
	Board of Supervisors					

## II. INSTRUCTIONS TO RESPONDENTS

Respondents shall submit their Response to this RFQ in a sealed envelope, including all of the following forms: (i) in an electronic "PDF" formatted copy on a flash drive, and (ii) in hard copies, including one original (clearly marked). Responses must be received no later than [Time Due] on [Due Date] ("Submittal Date"), to the attention of the "Jayna Cooper" [or Jerry]:

Meadow Pointe II Community Development District

Attn: Jayna Cooper, District Manager

Inframark, LLC,

2005 Pan Am Circle, Suite 300,

Tampa, FL 33607,

Email: jayna.cooper@inframark.com

- 2. Respondents must indicate, as appropriate, on their Response envelope the following:
  - Construction Manager at Risk Services Meadow Pointe II CDD
  - Date of Submittal
  - Name of Respondent
  - Return Address of Respondent
- 3. The time and date for receipt of Responses will be strictly observed. The Respondent shall assume full responsibility for timely delivery at the above-designated location for receipt of Responses. The District Manager, or its representative, shall serve as the official authority to determine timeliness of the Response. Responses received after the specified time and date shall be returned unopened.
- 4. Questions concerning this RFQ must be directed by e-mail only to District Manager, Jayna Cooper, at jayna.cooper@inframark.com, with e-mail copies to Jennifer Kilinski, jennifer@cddlawyers.com, no later than \_\_:\_\_a/p.m., \_\_\_\_, 202\_\_(EST). No questions will be accepted verbally, either by phone or in person. All questions received by the above deadline may be aggregated into a single document. Answers to all questions, if any, will be returned via email to all Respondents who have downloaded an RFQ on or before \_\_\_\_\_\_,

- **202\_\_\_\_, at \_\_\_:\_\_ a.m./p.m. (EST).** No answers will be mailed. The timeline for the RFQ is as set forth in this RFQ package.
- 5. No oral interpretation of this RFQ shall be considered binding. The District will be bound by information and statements only when such statements are written and executed under the authority of the District. Any interpretation, clarification, correction, or change to this RFQ will be made only by addendum. Written instructions regarding discrepancies, omissions, or unclear intent will be sent to all Respondents who have received the RFQ from the District. Interpretations, corrections, or changes made in any other manner will not be binding, and Respondents shall not rely upon such interpretations, corrections, or changes.
- 6. Prior to submission of its Response, each Respondent shall ascertain that it has received all addenda issued. The Respondent shall acknowledge receipt of all addenda by completing the acknowledgment space provided on the Affidavit Regarding Response.

# III. TERMS AND CONDITIONS

- 1. **REJECTION OF RESPONSES.** The District reserves the right to reject any and all Responses, and/or to re-advertise, to waive any irregularities, informalities, or technicalities therein, to negotiate the Contract terms with the successful Respondent, to disregard all non-conforming, non-responsive, unbalanced or conditional Responses, or to accept any Response which in the District's sole judgment will best serve the District's interests.
- 2. **RIGHT TO CANCEL.** The District reserves the right to cancel the award of any Agreement at any time before the execution of the Agreement by all parties without any liability against the District. In consideration of the District's evaluation of submitted Responses, the Respondent, by submitting its Response, expressly waives any claim to damages of any kind whatsoever, in the event the District exercises its rights provided for in this subsection or otherwise.
- 3. **REQUESTS FOR CLARIFICATION.** The District reserves the right to request clarification on information submitted from one or more Respondents after the deadline for receipt of Responses.
- 4. **PERMISSIVE INTERPRETATION.** The only mandatory requirements contained within this RFQ are that an interested firm must: (i) hold all required local, state and federal licenses in good standing, including certification or registration under Florida Statutes, Chapter 489, Part I, as a certified general contractor and certified underground utility and excavation contractor; (ii) be authorized to do business in Pasco County and the State of Florida; and (iii) have adequate and available resources (including bonding capacity) to enter into a CMAR contract with a guaranteed maximum price (GMP) in the range of \$1,000,000 to \$2,000,000 as evidenced by a letter of surety meeting the requirements set forth in Section IV.3(b) of this RFQ. Additionally, the District will consider whether the Respondent has completed collaborative delivery (design build, CMAR, progressive design build) projects of similar size, use and complexity within the past ten years as of the due date; however, this criterion will be a factor in considering an award but will not prohibit an interested firm from responding. All of the requirements or provisions set forth in

the RFQ shall be deemed "permissive," in that a Respondent's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Respondent's Response, but instead may be taken into account in the evaluation and scoring of the Response.

- 5. **COSTS OF PREPARATION.** Costs of preparation of a Response are solely those of the Respondent and the District assumes no responsibility for any such costs incurred by the Respondent.
- 6. **NOT A CONTRACT.** The Respondent understands that the RFQ does not constitute an agreement or contract with the District, and no contract rights or remedies shall be deemed to have accrued to Respondent herewith.
- 7. **DISQUALIFICATION.** Any Respondent who submits in its Response any information that is determined by the District, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration. Failure of any Respondent to comply with this RFQ may render the Respondent non-responsive and ineligible from further consideration.
- 8. **NO SOLICITATION.** Each Respondent warrants that they have not employed or retained any company or person to solicit or secure this RFQ where the Respondent has agreed to pay a fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this RFQ.
- 9. **APPROVALS.** All Respondents shall hold all required local, state and federal licenses, registrations and approvals necessary to perform the work contemplated by this RFQ in good standing and be authorized to conduct business in Pasco County and the State of Florida.
- 10. **NO CONFLICTS.** The Respondent does hereby declare that it is the only person or persons interested in said Response; that it is a genuine Response not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; that it is made without any connection with any person submitting another Response for the same RFQ; that the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Response; that the Response is in all respects fair and without collusion, fraud, or mental reservations and that Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the District.

# 11. LOBBYING; CONE OF SILENCE.

a) Respondents are advised that the Respondent or anyone representing the Respondent is prohibited from communicating with any of District's Board of Supervisors or staff regarding its Response (i.e., a "Cone of Silence").

- b) The Cone of Silence is in effect from the date of issuance of the RFQ and terminates at the date/time that the District selects a Respondent, rejects all Responses, or otherwise takes action which ends the solicitation process.
- c) The exceptions to the Cone of Silence specifically include communications expressly authorized under this RFQ; contract negotiations during any public meeting; contract negotiations between any staff member of the District and the intended awardee; public presentations made to the District; or any written correspondence at any time with any employee unless specifically prohibited by the applicable competitive solicitation process.

# 12. BOND AND INSURANCE REQUIREMENTS

- a) Within ten (10) calendar days of the District and the selected Respondent executing the Agreement and establishing a guaranteed maximum price or lump sum price, the CMAR shall furnish to the District a payment bond and performance bond as required by Section 255.05, Florida Statutes, in the amount of one hundred percent (100%) of the contract price on forms provided by the District and complying with Florida law. The CMAR shall be responsible for recording the payment bond and performance bond with the Clerk of the Circuit Court in Pasco County, Florida, as required by Section 255.05(1), Florida Statutes.
- b) The Surety Company shall be authorized to do business in the State of Florida and shall be currently listed on the United States Department of Treasury's Listing of Approved Sureties (Department Circular 570) with an underwriting limitation equal to or greater than the contract amount.
- c) The CMAR shall require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney.
- d) If CMAR obtains payment or performance bonds from any subcontractor, the District shall be named as an additional obligee on such bonds.
- e) Insurance Requirements Prior to commencing any work under the Agreement, the CMAR shall furnish to the District certificates of insurance evidencing the existence of current, valid, and binding insurance policies meeting the minimum coverage limits and requirements specified in the Agreement, including but not limited to commercial general liability, automobile liability, workers' compensation, and builder's risk insurance as applicable. The certificates shall include a declaration of deductible amounts applicable to each type of insurance provided and shall name the District as an additional insured where required by the Agreement. All insurance shall be provided by insurers authorized to do business in Florida with a Best's rating of at least A-VII or equivalent.

- 13. **FAMILIARITY WITH THE LAW.** By submitting a Response, the Respondent is representing that it is familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work to be performed pursuant to this RFQ. Ignorance on the part of the Respondent will in no way relieve it from responsibility to perform in compliance with all such laws, ordinances and regulations.
- 14. **FINANCIALS.** The Respondent should include as part of its Response proof of financial capability, including but not limited to audited or reviewed financial statements from the last three (3) years, bank references, and a letter from a surety company confirming bonding capacity. The District reserves the right to request additional financial documentation during contract negotiations as required in the sole discretion of the District.
- 15. **SIGNATURE ON RESPONSE.** In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Respondent must correctly sign the Affidavit Regarding Responses. If the Respondent is a corporation, the Response should bear the seal of the corporation. Anyone signing the Response as agent shall file with the Response legal evidence of his or her authority to do so.
- 16. **DISTRICT'S RIGHT TO TAKE ACTIONS IN ITS BEST INTERESTS.** The District reserves the right to reject any and all Responses, make modifications to the work, award the Contract in whole or in part with or without cause, provide for the delivery of the District Improvement Project and waive minor or technical irregularities in any Response, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.
- 17. **INDEMNIFICATION.** The Respondent shall fully indemnify, defend and hold harmless the District, and its supervisors, officers, employees, staff, attorneys, engineers, architects, consultants, contractors, agents and representatives (together, "**Indemnitees**") from and against any and all claims, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees and costs of defense, arising out of, resulting from, or in connection with the CMAR's performance of work under the Agreement, but only to the extent caused by the negligent acts, errors, omissions, recklessness, or intentional misconduct of the CMAR or anyone employed or utilized by the CMAR in the performance of the Agreement, as more fully set forth in the Agreement that forms part of this RFQ.
- 18. **LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.
- 19. **PUBLIC RECORDS.** The District is a governmental entity subject to Chapter 119, Florida Statutes (the "Public Records Law"). Accordingly, the Responses will be publicly opened as stated herein and will become public records subject to disclosure under Florida law. Florida law recognizes certain exemptions from public records disclosure. For example, financial statements submitted as part of a response to a request for qualifications for a construction manager at risk for a public construction project may be exempt from disclosure pursuant to Section 119.071(1)(c), *Florida Statutes*. In the event that the Respondent believes that any particular portion of the Respondent's Response is exempt from disclosure under Florida law, the Respondent

shall: (a) clearly segregate and mark the exempt pages as "CONFIDENTIAL – EXEMPT FROM DISCLOSURE PURSUANT TO SECTION [INSERT SPECIFIC STATUTORY CITATION]"; (b) provide a brief written explanation of the legal basis for the claimed exemption; and (c) be responsible for defending the claimed exemption in any legal proceeding. The District will notify the Respondent of any public records request relating to materials claimed as exempt. If the Respondent fails to take legal action to prevent disclosure within the time period provided by Florida law (typically seven (7) business days from notice), the District will release the requested records. The Respondent shall indemnify, defend and hold harmless the Indemnitees from all claims, liabilities, damages, losses and costs, including reasonable attorneys' fees and costs, arising from or relating to the Respondent's claim that materials are exempt from disclosure or any challenge to such claim.

## 20. ADDITIONAL CONDITIONS.

- a) **E-Verify.** The successful Respondent must comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Respondent must register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the successful Respondent has knowingly violated Section 448.095, *Florida Statutes*. By entering into the Agreement, the Respondent will represent that no public employer has terminated a contract with the Respondent under Section 448.095(5)(c), *Florida Statutes*, within the past year.
- b) **Foreign Influence.** By submitting a Response, the Respondent agrees to comply with the provisions of Section 286.101, *Florida Statutes*, regarding disclosures of any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Respondent affirms that, except as may be otherwise disclosed or excluded from disclosure under Section 286.101, *Florida Statues*, Respondent has no such interest in, contract with, or grant or gift from a foreign country of concern as defined in Section 286.101, *Florida Statues*.
- c) **Public Entity Crimes.** By submitting a Response, the Respondent agrees to comply with the provisions of Section 287.133, *Florida Statutes*, and affirms that neither the Respondent, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Respondent, nor any affiliate of Respondent has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- d) **Scrutinized Companies Statement.** By submitting a Response, the Respondent agrees to comply with the provisions of Section 287.135, *Florida Statutes*, and affirms that neither the Respondent, nor any of its officers, directors, executives, partners,

shareholders, members, or agents, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*.

e) **Anti-Human Trafficking Requirement.** By submitting a Response, the Respondent certifies that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*.

# IV. RESPONSE SUBMITTAL REQUIREMENTS

- 1. The contents of the Response submitted by the successful Respondent will become part of the contractual obligations.
- 2. It shall be understood that it is the intent of the District to insist that those indicated as a part of the CMAR's team actually execute the District Improvement Projects and that the Project Manager for the CMAR be continually involved with the District Improvement Projects during the design, engineering, pre-construction and construction phases unless agreed to the contrary in writing by the District, or their employment with CMAR is terminated.
- 3. Respondents must provide the following required information and forms with their Responses. Failure to submit and completely fill out any or all of the required forms may result in the rejection of the Response or deductions in scoring.
  - a) The Proposer's fee as a percentage of the Work in the Construction Phase. The Fee will include the profit, overhead, main office personnel and expenses as described in the CMAR Agreement.
  - b) Letter of intent from a Surety Company indicating the Respondent's bonding capacity for the District Improvement Project. The Surety shall acknowledge that the Respondent can be bonded for projects with a potential construction cost of up to \$2,000,000.00. The Surety Company shall be currently listed with the United States Treasury.
  - c) Affidavit Regarding Response
  - d) Sworn Statement on Public Entity Crimes
  - e) Sworn Statement regarding Scrutinized Companies
  - f) Anti-Human Trafficking Affidavit
  - g) Trench Safety Affidavit

- h) Response Form
- i) Related Experience: A detailed list of the projects that best illustrate the experience of the Respondent and staff which will be assigned to the District Improvement Projects. List up to ten projects which were completed within the last ten years. Provide a secondary list of all projects in Florida which exceed One Million Dollars (\$1,000,000.00) in cost and which were started in the last five (5) years. Provide the following information for each project listed in both lists:
  - i. Name and location of the project
  - ii. The nature of the Respondent's responsibility on this project including project delivery method.
  - iii. Provide the name, address, phone number, and e-mail address of an Owner's representative and Engineer or Architect's representative, as applicable, who can be contacted to provide a reference.
  - iv. Size of project (dollar value & acreage or single-family homesites of project)
  - v. Construction cost
  - vi. Present status of the project; date project was completed or is anticipated to be completed
  - vii. Key professionals involved on listed project who would be assigned to the District Improvement Project
- j) Pre-Construction Services Staff: Includes management, technical and support staff. Provide a project organizational chart. Give a brief résumé of key persons to be assigned to the District Improvement Project including, but not limited to:
  - i. Name and title
  - ii. Current project assignments, including percentage of time dedicated to each project that may overlap with the District Improvement Project
  - iii. How many years with this firm? Other firms?
  - iv. Experience: Types of projects, size of projects (dollar value & acreage or single-family homesites of project), and job assignment
  - v. Education and registrations
  - vi. Other experience and qualifications that are relevant to the District Improvement Project
  - vii. Present office location
- k) Construction Services Staff: Provide an organizational chart and résumés of the key on-site staff which may be assigned to the District Improvement Project including, but not limited to:
  - i. Name and title
  - ii. Current project assignments, including percentage of time dedicated to each project that may overlap with the District Improvement Project
  - iii. How many years with this firm? Other firms?

- iv. Experience: Types of projects, size of projects (dollar value & acreage or single-family homesites of project), and job assignment
- v. Education and registrations
- vi. Other experience and qualifications that are relevant to the District Improvement Project
- Project Management Services: Describe the capabilities of your firm to provide the technical services required for: design reviews, budget estimating, value engineering, constructability analysis, construction scheduling, quality control (design and construction), cost control, claims management, and project close-out.
- m) Location of Offices: Provide address of each office from which staff may be assigned to the District Improvement Projects and list total number of employees by job function.
- n) Claims and Litigation History: List all claims, arbitrations, administrative hearings, lawsuits, or criminal proceedings brought by or against the Respondent during the last five (5) years. The list shall include the name of the District Improvement Projects over which the dispute arose, a description of the amount in dispute, and the subject matter of the dispute.

# V. SELECTION PROCESS

- 1. The purpose of the rating procedures is to equitably judge the Responses to the RFQ, which is a qualifications-based process. Each Response will be scored and evaluated by the District's Board of Supervisors, which shall be the entity responsible for reviewing and ranking the qualifications of all Responses ("Evaluation Committee").
- During the selection process, the Evaluation Committee will meet at a publicly noticed 2. meeting (the "Evaluation Meeting"). All Respondents who submitted a Response will be given notice of the Evaluation Meeting, except as provided in subsection (2) below where the Evaluation Committee evaluates Responses without Respondent input. At the Evaluation Meeting, the Evaluation Committee may, in its sole discretion: 1) choose to have discussions with and hear presentations from all the Respondents and then make a final decision regarding its rankings; 2) choose to evaluate the Responses and make a final decision regarding its rankings without any input from the Respondents, in which case Respondents will not be given advance notice of the Evaluation Meeting but will be notified of the meeting results in accordance with Florida public records requirements; 3) choose to make an initial ranking of all Respondents without any input from the Respondents and create a short list of no fewer than three Respondents; or 4) choose to take such other actions as are consistent with applicable Florida procurement law and the Consultants' Competitive Negotiation Act (CCNA), Florida Statutes § 287.055. Should the Evaluation Committee choose to create a short list, it will then conduct discussions and hear presentations from only the short-listed Respondents. The evaluation of the short-listed Respondents will be based on the same evaluation criteria and categories included in the RFQ. The Evaluation Committee reserves the right, based on the discussions and presentations, to adjust the short-listed Respondents' scores within each evaluation category, and such adjustments shall be

documented with specific reference to information learned during discussions and presentations that was not evident in the written Response.

- 3. The Evaluation Committee shall score each Category, as defined below, based on the qualifications and information submitted. When the scores awarded for all Categories are totaled, the scores will be tabulated and added to achieve the total points awarded to each Respondent ("Total Points"). The Total Points awarded to each Respondent will be ranked 1, 2, 3, 4, etc. with the highest point total ranked 1, the next highest points total ranked 2, etc. The ranking of each Respondent will be tabulated from each Evaluation Committee Member and combined with rankings from other Evaluation Committee Members to determine the final ranking for each Respondent. The methodology for combining individual Committee member scores and rankings shall be disclosed to Respondents prior to the evaluation.
- 4. In evaluating the qualifications for the District Improvement Project, the District will consider the Respondents' qualifications related to the CMAR services. One qualification will include the proposed fee structure, along with several other factors as set forth in the evaluation criteria. If the District and the highest ranked Respondent are unable to negotiate a satisfactory Contract within a reasonable time period (not to exceed 30 days unless extended by mutual written agreement), the District will formally terminate negotiations with that Respondent in writing and will then undertake negotiations with the next highest ranked Respondent, continuing this process in rank order until a contract is successfully negotiated or all ranked Respondents are exhausted. The District will award the contract to the highest-ranking qualified Respondent that successfully completes Contract negotiations with the District ("Award"). Notice of the District's decision or intended decision shall be provided in accordance with Florida Statutes §120.57(3), and any person adversely affected by the decision shall have the right to file a protest in accordance with the District's protest procedures and applicable law. Any contrary indications notwithstanding, the District reserves the right to reject all Responses if the District determines in good faith that rejection is in the best interest of the District, and the District will document the reasons for such rejection in accordance with Florida public records requirements.
- 5. It is always in the best interest of the Respondent to provide informative, concise, wellorganized technical and business information related to the Work, in both the initial submittal of
  its Proposal and in any subsequent submittals. Please note, the District reserves the right to
  reject Responses that request material changes or take exceptions to material contractual
  terms and conditions specified herein. The District may, in its sole discretion, consider requested
  clarifications or minor modifications that do not materially alter the scope or requirements.
  Material changes to contractual terms and conditions can only be made by the District through a
  formal addendum issued to all potential Respondents prior to the Response deadline.

# EVALUATION CRITERIA MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT CONSTRUCTION MANAGER AT RISK SERVICES FOR DISTRICT IMPROVEMENT PROJECT

The "Scoring Criteria" is made up of the categories below ("Category(ies)") that collectively represent a grand total point value of one hundred (100) points, as described herein. The points indicated below as "Points Possible" are the maximum that can be allocated for each category. The point value shall be the basis of reviewing and ranking the Responses. The District may elect to conduct discussions with and require public presentations by the most qualified firms for the District Improvement Project as determined by the Evaluation Committee. If presentations are conducted, up to twenty-five (25) additional points may be awarded based on the presentations and discussions, for a total possible score of up to 125 points. The criteria for awarding these additional points will be based on the same evaluation categories set forth herein, with emphasis on the Respondent's demonstrated understanding of the project, proposed approach, and ability to answer Committee questions.

<b>EVALUATION CATEGORIES - CMAR</b>	<b>POINTS POSSIBLE</b>
Related Experience	25
<ul> <li>Pre-Construction Services Staff</li> </ul>	15
<ul> <li>Construction Services Staff</li> </ul>	25
<ul> <li>Willingness/Ability to Meet Time</li> </ul>	10
and Budget Requirements	
<ul> <li>Recent, Current and Projected</li> </ul>	5
Workloads	
<ul> <li>Fee as a Percentage of Work</li> </ul>	20
CD AND TOTAL OF BOINTS	100 DOINTO (10E 1199

#### **GRAND TOTAL OF POINTS**

100 POINTS (+25 additional possible points per above)

# **SCORING CRITERIA**

CATEGORY 1: Experience and Qualifications

25 Points

Scoring Criteria: Respondent's experience with similar projects in design, type, scope, and complexity; the successful completion of such comparable projects for special districts; experience in bringing innovative and creative input to previous projects, including constructing facilities similar to those contemplated by the District Improvement Project and in retaining qualified subcontractors in competitive markets; the recommendations of previous Owners and Engineers; litigation history; Respondent's experience with and knowledge of local conditions, such as local codes and ordinances, local subcontractors, local suppliers, and the local construction environment generally; and, based on all of Respondent's related experience, Respondent's plan for performing the District Improvement Project, including its method to competitively bid the subcontracts and establish a guaranteed maximum price or lump sum price as well as cost reporting methods.

Scoring Criteria: The general and specified project-related capabilities of the Respondent's staff (including office, management, technical, and support staff) and the organization's adequate resources and abilities that staff may utilize as needed; and the experience of Respondent's staff with construction, CDD or special district projects, and similar projects.

# **CATEGORY 3: Construction Services Staff**

25 Points

Scoring Criteria: Respondent's Project Manager for the District Improvement Project and other key construction services staff to be assigned to the District Improvement Project (altogether, "Construction Services Staff"); the functions and proposed roles of the Construction Services Staff; the abilities and experience of the Construction Services Staff, with specific attention given to project-related experience of construction for a special district and the knowledge and experience in evaluating building systems and construction techniques to create an optimum value in the design and budget requirements; the history and ability of the Respondent and the Construction Services Staff to deliver projects using effective management tools and techniques; and Respondent's scheduling system and cost control system, including method for assuring the adherence of Construction Services Staff and subcontractors to schedule.

<u>CATEGORY 4</u>: Willingness/Ability to Meet Time/Budget Requirements 10 Points

Scoring Criteria: Respondent's demonstrated commitment, desire, willingness and ability to meet time and budget requirements including rates, staffing levels and past performance on previous projects, etc.

CATEGORY 5: Recent, Current and Projected Workloads

5 Points

Scoring Criteria: Respondent's recent, current and projected workloads.

CATEGORY 6: Fee as a Percentage of Work

20 Points

Scoring Criteria: The fee as a percentage of Work proposed as part of the CMAR Response and the Respondent's demonstrated approach and commitment to pursuing cost savings opportunities, including strategies for addressing supply chain challenges and other potential project disruptions. Scoring will be based on both the competitiveness of the proposed fee percentage and the quality and feasibility of the Respondent's cost management approach.

To: Meadow Pointe II Community Development District (CDD)

From: District Counsel **Date:** November 2025

Subject: Setting Public Hearings on Rules, Rates, Fees, and Charges

# <u>Purpose</u>

The purpose of this memo is to outline the process for setting public hearings on rules, rates, fees, and charges, and to provide a summary of the actions and rulemaking process under Chapter 120 of the Florida Statutes. This memo is for informational purposes only and does not cover the universe of law in this area.

## **Background**

The Meadow Pointe II Community Development District (CDD) is required to hold public hearings before adopting any new rules, rates, fees, or charges pursuant to Chapter 190, Florida Statutes, and Chapter 2004-417, Laws of Florida.

# **Actions and Rulemaking Process**

Under Chapter 120 of the Florida Statutes, the following steps must be taken:

- 1. **Notice of Rule Development**: A notice must be published to inform the public of the CDD's intent to develop new rules. This notice should include a summary of the proposed rules and the time, date, and location of the public hearing.
- 2. **Public Hearing**: The CDD must hold a public hearing to discuss the proposed rules, rates, fees, and charges. During this hearing, community members can provide feedback and ask questions.
- 3. **Adoption of Rules**: After considering the feedback from the public hearing, the CDD can adopt the new rules, rates, fees, and charges. The adoption must be documented in the meeting minutes.
- 4. **Filing and Publication**: The adopted rules must be filed with the Department of State and published in the Florida Administrative Register.

# Rules and Rates for Consideration

- 1. **Amended Rules of Procedure:** The last rules adopted by the District were in 2013 and since then, there have been significant changes to the legislative framework under which special districts operate. Pursuant to section 189.015, *Florida Statutes*, the District may publish an annual schedule of regular meetings in a newspaper of general circulation, which satisfies the notice requirement for those meetings, resulting in cost savings. However, special meetings and public hearings must be separately noticed in accordance with sections 189.015 and 286.011, *Florida Statutes*, with at least seven days' notice published in a newspaper of general circulation. A 2013 vs. 2025 version of the rules is included along with a clean version of the proposed rules.
- 2. **Rules Governing the DRVC**: Pursuant to Chapter 2004-417 requires deed covenant enforcement fines and suspensions to be adopted by rule and authorize ARC review standards to also be adopted by rule or otherwise to be set forth in judicially reviewable standards. The language with emphasis

is added below. Our office included the existing rules related to the DRVC and the existing ARC guidelines for your review and consideration and would recommend these be codified within rulemaking:

- 1. The District Board is authorized to enforce deed restrictions within its respective district. Actions at law or in equity, or both, may be used to redress alleged failure or refusal to comply with said restrictions. The District may levy fines and suspend the use of rights in accordance with the provisions of Section 720.305(2), *Florida Statutes*, as may be amended from time to time, *when its rules so provide*.
- 2. The District is authorized to approve plans/recommend modifications to ARC guidelines within 30 calendar days after receipt thereof, said approval and recommendations to be based *upon judicially reviewable standards which each board is authorized to adopt by rule*.
- 3. **Rates**: When a District adopts rates, fees and charges, it is required to do so pursuant to the rulemaking procedures under Chapter 120, Florida Statutes. Additionally, pursuant to section 190.035, *Florida Statutes*, any rates, fees, or charges must be fair, reasonable, and uniform within the same class of customers, and must not exceed the cost of providing the service or facility. We have included a list of current and proposed rate categories for your review, updating and change. With the new facility proposed to be built in the next year, the Board may wish to consider additional or updated rates.
- 4. **Disciplinary Rule**: For purposes of suspension and termination of privileges to access the District's facilities, we have provided a draft disciplinary rule.
- 5. **Variance Policy**: This policy does not need to be adopted by rule but the rates in the policy do. We are unclear on whether the District has this issue from time to time but because the rulemaking process is most efficient when done once, we have brought a draft policy for your review (no billing for this policy).

This is an overview of the rules, rates, and charges which we are aware are currently in effect. We look forward to a discussion about any changes, any items that may be missing from this universe and feedback from the Board and staff.

To: Meadow Pointe II Community Development District (CDD)

From: District Counsel **Date:** November 2025

Subject: Setting Public Hearings on Rules, Rates, Fees, and Charges

# <u>Purpose</u>

The purpose of this memo is to outline the process for setting public hearings on rules, rates, fees, and charges, and to provide a summary of the actions and rulemaking process under Chapter 120 of the Florida Statutes. This memo is for informational purposes only and does not cover the universe of law in this area.

## **Background**

The Meadow Pointe II Community Development District (CDD) is required to hold public hearings before adopting any new rules, rates, fees, or charges pursuant to Chapter 190, Florida Statutes, and Chapter 2004-417, Laws of Florida.

# **Actions and Rulemaking Process**

Under Chapter 120 of the Florida Statutes, the following steps must be taken:

- 1. **Notice of Rule Development**: A notice must be published to inform the public of the CDD's intent to develop new rules. This notice should include a summary of the proposed rules and the time, date, and location of the public hearing.
- 2. **Public Hearing**: The CDD must hold a public hearing to discuss the proposed rules, rates, fees, and charges. During this hearing, community members can provide feedback and ask questions.
- 3. **Adoption of Rules**: After considering the feedback from the public hearing, the CDD can adopt the new rules, rates, fees, and charges. The adoption must be documented in the meeting minutes.
- 4. **Filing and Publication**: The adopted rules must be filed with the Department of State and published in the Florida Administrative Register.

# Rules and Rates for Consideration

- 1. **Amended Rules of Procedure:** The last rules adopted by the District were in 2013 and since then, there have been significant changes to the legislative framework under which special districts operate. Pursuant to section 189.015, *Florida Statutes*, the District may publish an annual schedule of regular meetings in a newspaper of general circulation, which satisfies the notice requirement for those meetings, resulting in cost savings. However, special meetings and public hearings must be separately noticed in accordance with sections 189.015 and 286.011, *Florida Statutes*, with at least seven days' notice published in a newspaper of general circulation. A 2013 vs. 2025 version of the rules is included along with a clean version of the proposed rules.
- 2. **Rules Governing the DRVC**: Pursuant to Chapter 2004-417 requires deed covenant enforcement fines and suspensions to be adopted by rule and authorize ARC review standards to also be adopted by rule or otherwise to be set forth in judicially reviewable standards. The language with emphasis

is added below. Our office included the existing rules related to the DRVC and the existing ARC guidelines for your review and consideration and would recommend these be codified within rulemaking:

- 1. The District Board is authorized to enforce deed restrictions within its respective district. Actions at law or in equity, or both, may be used to redress alleged failure or refusal to comply with said restrictions. The District may levy fines and suspend the use of rights in accordance with the provisions of Section 720.305(2), *Florida Statutes*, as may be amended from time to time, *when its rules so provide*.
- 2. The District is authorized to approve plans/recommend modifications to ARC guidelines within 30 calendar days after receipt thereof, said approval and recommendations to be based *upon judicially reviewable standards which each board is authorized to adopt by rule*.
- 3. **Rates**: When a District adopts rates, fees and charges, it is required to do so pursuant to the rulemaking procedures under Chapter 120, Florida Statutes. Additionally, pursuant to section 190.035, *Florida Statutes*, any rates, fees, or charges must be fair, reasonable, and uniform within the same class of customers, and must not exceed the cost of providing the service or facility. We have included a list of current and proposed rate categories for your review, updating and change. With the new facility proposed to be built in the next year, the Board may wish to consider additional or updated rates.
- 4. **Disciplinary Rule**: For purposes of suspension and termination of privileges to access the District's facilities, we have provided a draft disciplinary rule.
- 5. **Variance Policy**: This policy does not need to be adopted by rule but the rates in the policy do. We are unclear on whether the District has this issue from time to time but because the rulemaking process is most efficient when done once, we have brought a draft policy for your review (no billing for this policy).

This is an overview of the rules, rates, and charges which we are aware are currently in effect. We look forward to a discussion about any changes, any items that may be missing from this universe and feedback from the Board and staff.

## **RESOLUTION 2026-03**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; ADOPTING AMENITY DISCIPLINARY RULES; ADOPTING RATES, FEES AND CHARGES; ADOPTING ENFORCEMENT PROCEDURES FOR MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT'S DEED RESTRICTIONS AND ARCHITECURAL REVIEW COMMITTEE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Meadow Pointe II Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Pasco County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, the Board of Supervisors of the District (the "Board") is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, policies, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*.

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

SECTION 1.	A Public Hearing will be held to adopt Rules of Procedure, the District's Amenity
Rates and Disciplina	ary Rules and the District's rules, policies, rates, fees, and procedures relating to
enforce of deed restr	ictions and covenants ("DRVC") and its Architectural Review Committee ("ARC")
on	_, 2025 at 6:30 P.M, at Meadow Pointe II Clubhouse, 30051 County Line Road,
Wesley Chapel, FL	33543. The proposed Rules of Procedure are attached hereto as Exhibit A. The
proposed Amenity R	ates and Disciplinary Rules are attached hereto as Exhibit B. The DRVC rules and
ARC policies are atta	ached as Exhibit C.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54 and Chapter 190, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 5<sup>th</sup> of November 2025.

ATTEST:	MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT
Secretary / Assistant Secretary	Chairperson / Vice Chairperson, Board of Supervisors

**Exhibit A:** Rules of Procedure

Exhibit B: Disciplinary Rules and Amenity RatesExhibit C: DRVC and ARC Rules and Policies

# EXHIBIT A

Rules of Procedure

# EXHIBIT B Disciplinary Rules and Amenity Rates

# SUSPENSION AND TERMINATION OF PRIVILEGES

# SUSPENSION AND TERMINATION OF ACCESS RULE Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2024)

		Effective Date:						, 2025					
In	accordance		Chapters 5, at a di										
following	of Meadow rules to gove overning this state above.	Pointe rn disci	II Comr plinary ar	nunity d enf	Dev orcem	elopm ent m	ient iatte	Disti	rict ("D ll prior	strict" rules /	) ado polic	pted i	he he

- 1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of recreational facilities and other properties owned and managed by the District ("Amenity Center" or "Amenity Facilities").
- 2. General Rule. All persons using the Amenity Facilities and entering District properties are responsible for compliance with all policies established for the safe operations of the District's Amenity Facilities ("Policies" which may be amended from time to time as determined to be in the best interests of the District). Capitalized terms not herein defined shall have the meaning ascribed to them in the District's adopted Policies.
- **3.** Access Card. Access Cards are the property of the District. The District may request surrender of, or may deactivate, an Access Card for violation of the District's Policies.
- **4.** Suspension and Termination of Rights. The District, through its Board of Supervisors ("Board") and District Manager (or other designee of the District as determined by the Board) shall have the right to restrict or suspend, and after providing due process through a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a "Violation"):
  - a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
  - b. Failing to abide by the terms of rental applications;
  - c. Permitting the unauthorized use of an Access Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
  - d. Exhibiting behavior or wearing attire that violates the specific standards set forth in the District's Amenity Policies;
  - e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);

- f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- g. Treating District Staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, Amenities or other property located on District property;
- i. Failing to reimburse the District for Amenities or property damaged by such person, or a minor for whom the person has charge, or a Guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests;
- k. Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests is likely endangered;
- 1. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's Guest or a member of their household committing any of the above Violations.

Permanent termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests. The Board, upon motion of any Board member and after providing notice to affected parties, may vote to rescind a termination of access to the Amenity Facilities based on evidence that the conditions warranting termination no longer exist.

# 5. Suspension Procedures.

- a. *Immediate Suspension*. The District Manager or his or her designee has the ability to immediately remove any person from one or all Amenities or issue a suspension for up to sixty (60) days for the Violations described above, or when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's Amenities or property from damage. If, based on the nature of the offense, staff recommends a suspension longer than sixty (60) days, such suspension shall be considered at the next Board meeting. Upon probable cause that a crime has been committed on District property, the District may impose an immediate suspension until the next Board meeting.
- b. *Notice of Suspension*. The District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the minor's parent(s) or legal guardian(s) at their address of record within the community.
- **6.** Administrative Reimbursement. The Board may require payment of an administrative

reimbursement not to exceed Five Hundred Dollars (\$500) to offset actual documented legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. Property Damage Reimbursement. If damage to District property or Amenities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

# 8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

- a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District Staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials must be submitted at least seven (7) days before the hearing for consideration by the Board, unless good cause is shown for late submission. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.
- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District Staff, witnesses and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager or his/her designee shall mail a

letter to the person suspended identifying the Board's determination at such hearing.

- 9. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstances, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.
- 10. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Access Cards associated with an address within the District until such time as the outstanding amounts are paid.
- Appeal of Board Suspension. After the hearing held by the Board required by Section 11. 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.
- 12. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District reserves the right to maintain such a warrant in effect, which may prevent access to District Amenities even after the expiration of any District-imposed suspension.
- 13. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

# EXHIBIT B (CONTINUED) FEE SCHEDULE

### EXHIBIT C DRVC AND ARC RULES

# MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT

### MOTION TO ASSIGN FUNDS FY25

The Board hereby assigns the FY2025 reserves per the September 30, 2025 Balance Sheet as follows:

General Fund 001	
Operating Reserves	\$529,890
Reserves Ponds	\$248,157
Reserves-Renewal & Replacement	\$245,185
Deed Restriction Fund 002	
Operating Reserves	\$ 13,857
Charlesworth Fund 003	
Operating Reserves	\$ 6,077
Reserves – Roadways	\$212,923
Reserves – Sidewalks	\$ 41,660
Reserves – Gate	\$ 3,000
Colehaven Fund 004	
Operating Reserves	\$ 2,683
Reserves – Roadways	\$ 56,778
Reserves – Sidewalks	\$ 7,614
Reserves – Gate	\$ 2,000
Covina Key Fund 005	
Operating Reserves	\$ 3,964
Reserves – Roadways	\$207,310
Reserves – Sidewalks	\$ 3,293
Reserves – Gate	\$ 2,000
Glenham Fund 006	
Operating Reserves	\$ 2,691
Reserves – Roadways	\$ 41,271
Reserves – Sidewalks	\$ 2,658
Reserves – Gate	\$ 2,000

Iverson Fund 007	
Operating Reserves	\$ 5,017
Reserves – Roadways	\$223,930
Reserves – Sidewalks	\$ 2,000
Reserves – Gate	\$ 2,000
Lettingwell Fund 008	
Operating Reserves	\$ 0
Reserves – Roadways	\$ 11,040
Reserves – Sidewalks	\$ 5,000
Reserves – Gate	\$ 4,000
Longleaf Fund 009	
Operating Reserves	\$ 7,203
Reserves – Roadways	\$211,798
Reserves – Sidewalks	\$ 38,431
Reserves – Gate	\$ 2,000
Manor Isles Fund 010	
Operating Reserves	\$ 4,995
Reserves – Roadways	\$132,267
Reserves – Sidewalks	\$ 14,744
Reserves – Gate	\$ 2,000
Sedgwick Fund 011	
Operating Reserves	\$ 5,753
Reserves – Roadways	\$162,787
Reserves – Sidewalks	\$ 33,706
Reserves – Gate	\$ 6,000
Tullamore Fund 012	
Operating Reserves	\$ 4,175
Reserves – Roadways	\$118,462
Reserves – Sidewalks	\$ 33,544
Reserves – Gate	\$ 2,000
Vermillion Fund 013	
Operating Reserves	\$ 5,594
Reserves – Roadways	\$194,966
Reserves – Sidewalks	\$ 1,936
Reserves – Gate	\$ 2,000

#### Wrencrest Fund 014

\$	7,081
\$2	66.865
\$	3,804
\$	2,000
	\$2 \$

### Deer Run Fund 015

Operating Reserves	\$ 0
Reserves – Roadways	\$ 0
Reserves – Sidewalks	\$ 0

### **Morning Side Fund 016**

Operating Reserves	\$ 0
Reserves – Roadways	\$ 0
Reserves – Sidewalks	\$ 0

				CDD Meeting 11.05.2025	
Case#	Village	Street #	Street Name	Violation(s)	DR#
2025- 343	Wrencrest	1936	Grenville Ct	#14: The front entryway and driveway need to be pressure washed and all stains removed. #18: The mailbox needs to be cleaned with a bleach/water solution and the mailbox post must be replaced with a PVC post. The support arms are deteriorating and one post is rot on the corner. The posts are cracking and the base is deteriorating due to both age and lawn equipment.	14,18
2025- 344	Wrencrest	1938	Grenville Ct	#10: The recycle container stored on the driveway needs to be stored in the garage or walled in on two sides on the side of the home. #18: The mailbox needs to be cleaned with a bleach/water solution and the mailbox post must be replaced with a PVC post. There are small cracks on the sides of the post, and the support arms are deterioraiting and one is separating from the post. The top has been repaired already. There medallions on the sides are non compliant.	10,18
2025- 345	Wrencrest	1934	Grenville Ct	#10: The containers must be stored in the garage or walled in on two sides on the side of the home. #14: The driveway needs to be pressure washed and all stains removed. #14: The roof above the garage needs to be pressure washed to remove all dirt. #18: The mailbox needs to be cleaned with a bleach/water solution and the post must be replaced with a PVC post. There is a lengthy crack on the front of the post, and the base is deteriorating from both age and lawn equipment. There are small cracks along the sides and back of the post from the top down to the support arms.  One arm is separating from the post.	10,14,18
2025- 346	Deer Run	29420	Allegro Dr	#14: The driveway needs to be pressure washed and all stains removed. #14: The weeds in the front rock garden by the large window need to be treated with an organic weed killer and all weeds removed. #14: The weeds in the side landscape garden need treated and removed and the border edged. #14: The mailbox needs to be cleaned with a bleach/water solution.	14

2025- 347	Deer Run	29414	Allegro Dr	#14: The landscape beds in the front yard of the home need to have all weeds and unsightly grass removed and then the borders edged.#14: The small bed that is mulched needs the weeds removed and sod laid down or another shrub planted. #18: The mailbox needs to be cleaned with a bleach/water solution. The mailbox post support arms are deteriorating and cracking, and the front edges are cracking as well and cannot be repaired properly. The post must be replaced with a PVC post.	14,18
2025- 348	Deer Run	29415	Allegro Dr	#14: The two rockbed/landscape beds need the weeds treated with an organic weed killer and weeds removed. #14: The fascia and drip edge on the front and sides of the home need to be pressure washed and all dirt removed. #14: The white vinyl fence on the north side of the property needs to be pressure washed and the green mildew/algae needs to be removed.	14
2025- 349	Deer Run	29411	Allegro Dr	#14: The driveway and entryway need to be pressure washed and all stains removed. #14: The drip edge and fascia around the front and sides of the home needs to be pressure washed. #14: The area inside the decorative column on the front of the home needs the rust removed, then painted. #14: The damaged window sill under the front window needs repaired and the rust removed. #14: The chimney needs to be pressure washed and the mildew removed. #14: The small bed by the entry needs to be weeded.	14

2025- 350	Deer Run	1628	Stetson Dr	#6 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The Blue Ford Ranger parked on the driveway is inoperable with a rear drivers side flat tire, and must be stored in the garage or moved to an offsite storage facility. Pasco County ordinance 106.54 Pasco County Ordinance § 106-54 prohibits the outdoor storage of inoperative, unregistered, abandoned, or junked vehicles on private property. Such vehicles must be completely enclosed or removed, and can be considered a public nuisance unless they are stored in a lawfully situated junkyard, a fully enclosed garage, or an enclosed carport. An "inoperative" vehicle is one that is incapable of being lawfully operated on the streets or is missing essential operating parts. #10: The material stored behind the truck needs to be stored in the garage, or stored out of sight. #14: The driveway and the entryway need to be pressure washed and all stains removed.	6,14
2025- 351	Wrencrest	30428	Tremont Dr	#14: The driveway needs to be pressure washed and all stains removed. #14: The front of the white vinyl fence needs to be pressure washed and all stains removed. #18: The mailbox needs to be cleaned with a bleach/water solution and the mailbox post replaced with a PVC post. The post is cracked near the top and the top is deteriorating and cracking. The support arms are deteriorarting and separating.	14,18
2025- 352	Wrencrest	30434	Tremont Dr	#10: Per Deed Restriction 10, the garbage/recycling containers, as well as the other materials must be stored out of sight, either in the garage or walled in on two sides on the side of the home. The basketball assembly should be placed behind the fence if not used. #14: Per Deed Restriction 14, the driveway needs to be pressure washed and all stains removed. #14: Per Deed Restriction 14, the palm tree needs to have the hanging fronds trimmed away.	10,14

2025- 353	Wrencrest	30449	Tremont Dr	#10: The garbage containers stored on the driveway need to be kept out of sight in the garage or walled in on two sides on the side of the home. #14: The palm tree needs to be trimmed and all hanging fronds removed. #14: The weeds in the rock garden need to be treated with an organic weed killer ( Captain Jacks DeadWeed Brew weed killer works well.). #18: The mailbox needs to be cleaned with a bleach/water solution and the mailbox post must be replaced with a PVC post. There are multiple cracks on the post, the support arms are deteriorating and separating from the post. The base is deteriorating as well.	10,14,18
2025- 354	Wrencrest	30450	Tremont Dr	#10: The garbage container needs to be stored in the garage or walled in on two sides on the side of the home. #14: The driveway needs to be pressure washed and all stains removed. #14: The front landscape bed needs to be cleaned out, the large shrub trimmed and the border edged.	10,14
2025- 355	Wrencrest	30501	Tremont Dr	#14: Per Deed Restriction 14, the driveway needs to be pressure washed and all stains removed. #14: Per Deed Restriction 14, the palm trees need to be trimmed to a 9-3 position.	14
2025- 356	Wrencrest	30504	Tremont Dr	#14: The driveway and entryway need to be pressure washed and all stains removed. #14: The small bed near the entryway needs to be weeded, as well as the bed that is around the palm tree. That needs the weeds and growth removed. #14: The front of the home by the large window needs to be pressure washed. #18: The mailbox is missing the front piece and needs to be replaced, The post has multiple cracks on all sides, and the support arms are deteriorating and one is separating from the post. The post must be replaced with a PVC post.	14
2025- 357	Wrencrest	30510	Tremont Dr	#14: The landscape bed in the front of the home needs the weeds removed and cleaned out, and the border edged. #18: The mailbox needs cleaned with a bleach/water solution and the mailbox post must be replaced. The post support arms are deteriorating and also cracking. One of the post arms is separating and sagging. The base of the post has deteriorated by 25% and has a large crack extending upwards from the base.	14,18

2025- 358	Wrencrest	30518	Tremont Dr	#14: The driveway needs to be pressure washed and all stains removed. #18:The mailbox needs cleaned with a bleach water solution and the mailbox post must be replaced with a PVC post. The support arms are deteriorating and separating from the post, and the base of the post has deteriorated beyond 25%.	14,18
2025- 359	Wrencrest	30528	Tremont Dr	#14: The small rock bed next to the entryway needs the weeds treated with an organic weed killer. #14: The Robellini palms need trimmed to a 9-3 position, and the small bed around the base of the palm needs edged and cleaned out.	14
2025- 360	Wrencrest	30534	Tremont Dr	#14: The driveway and entryway need to be pressure washed and all stains removed. #14: The weeds in the small bed next to the garage needs the weeds treated or removed, and along the paver walkway as well. #14: The weeds in the landscape bed in front of the window needs to be removed or treated with an organic weed killer (Captain Jacks DeadWeed Brew weed killer works well). #18: The mailbox needs cleaned with a bleach/water solution. The mailbox post has a large crack that extends from the top of the post. The support arms need to be properly secured as they are beginning to sag. The post must be repaired properly and painted MPII colors. If the post is unable to be repaired properly, it must be replaced with an approved MPII PVC post.	14,18
2025- 361	Wrencrest	30538	Tremont Dr	#10: The garbage container stored on the driveway needs to be kept out of sight in the garage or walled in on two sides on the side of the home. #14: The landscape beds in the front of the home and on the sides of the home need the weeds removed and the borders trimmed. #14: The elephant ear shrub on the east side of the home needs to be trimmed back from the easment. #14: The front of the home by the large window needs to be pressure washed to remove all dirt and mildew. #18: The mailbox needs to be cleaned with a bleach/water solution and the mailbox post must be replaced with a PVC post. The support arms are deteriorating and the edge is missing from one. The arms fasteners are rusting and the arms are sagging. Also, the base is deteriorating from age, as well as lawn equipment.	10,14,18

WIPII A	<u> ARCHITI</u>	<u>ECTUF</u>	<u>RE REVIEV</u>	<u>W APPLICATIONS LO</u>		As of	11.05	5.2025				
CASE #	VILLAGE	ST. #	ST. NAME	TYPE OF REQUEST (Brief Description)	Scheme #	Primary	Trim	Door	Garage Door	ARC RECOMMENDAT ION	NOTES	ARC App Submit
2025-063	Glenham	30233	Ingalls Ct	Exterior Window/Door Installation						Approve	Replacing 11 windows, 2 sliding glass doors & 1 smooth Fiberglass front door, no sidelite.	10.28.2025

### **Justin Wright**

### **Operations Manager/Maintenance Report**

### November 05, 2025



- November Newsletter / attached.
- Maintenance staff continue to clean storm drains and ponds throughout the district to keep the community clean.
- Maintenance staff have continued to clean, repair, and repaint the village walls throughout the district.
- Maintenance staff started Christmas decorations at entrances to villages.
- Maintenance staff ground down sidewalk in Deer Run village.
- Mulch has been put down throughout the district.
- Estimate for pool salt system repair. / Attached.
- Longleaf wall by the school should be done by 12/19/2025.
- Deposit sent to Playground Company.
- OLM November 2025 Landscape Inspection LMP passed the inspection with a score of 90. The inspection was held on Monday, November 03, 2025.

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

### **Board Discussion / Approval**

- FHP Report / attached.
- Engineer Report / attached.
- LMP Reports / attached.
- Pond Report / attached.

Volume 10 Issue 11 November 1, 2025

# THE MONTHLY RESIDENTS OF THE

# THE MONTHLY NEWSLETTER FOR RESIDENTS OF THE MPII CDD

### Meadow Pointe II Clubhouse

30051 County Line Rd Wesley Chapel, FL 33543 813-991-5016

clubhouse@mpiicdd.org www.meadowpointe2cdd.org Facebook.com/MPIICDD

## **Operations Manager**

Justin Wright justinwright@mpiicdd.org

> Office Hours Daily 8am—8:45pm

### **Fitness Center**

M-F 7am—8:45pm S/S 8am—8:45pm

### Pool

Daily 9am-30 minutes before dusk

### Playground

Daily 9am-30 minutes before dusk

### Courts

Daily 8am—8:45pm



### in this issue

Holiday Schedules P.2

Veterans Day P.3

DRVC Volunteers Needed P.4

Hurricane Season Ending P.6

Upcoming EPC Events P.7



A Texas Longhorn is captured mid-snack. Many cows and bulls can be seen on the property just north of MPII at the intersection of Mansfield Boulevard and State Road 56. Sometimes it's easy to forget that our phenomenal community is so close to the Gulf, downtown Tampa, AND Photo courtesy of Earle McDonald the beauty of rural Pasco.

MPII CDD Board of Supervisors

John Picarelli Chairperson johnpicarelli@mpiicdd.org

Rob Signoretti Vice Chairperson robertsignoretti@mpiicdd.org

Jamie Childers Secretary jchilders@mpiicdd.org

Chris Kluender Secretary chriskluender@mpiicdd.org

Kyle Molder Secretary kyle.molder@mpiicdd.org

The CDD Board of Supervisors holds public meetings twice each month. These are held on the 1st and 3rd Wednesdays at 6:30 pm in the Clubhouse.

All MPII residents are welcomed and encouraged to attend. This is your CDD and attending meetings is the best way to stay informed and share your input.

# **Holiday Schedules**

Holiday Schedule

As shocking as this may be to many of us, with Halloween behind us and the calendar's turn to November, that means holiday season is upon us! This also means it's time to make everyone aware of how some schedules will change during the next 10 weeks.

Firstly, Daylight
Saving Time affects
some schedules at
the Clubhouse. Due
to local laws, we will
continue closing the
pool, splash pad,
and playground 30

minutes before dusk. Please bear in mind, due to the time change combined with shorter periods of daylight due to seasonal shifts, beginning on November 2<sup>nd</sup>, these closures will still occur earlier than previously, near 5 pm.

Notably, with no general election for our district, the Clubhouse will NOT be closing this year for election day.

Additionally, the only three days of the year when the Clubhouse is closed are all approaching as part of holiday season (Thanksgiving Day, Christmas

Day, and New Year's Day). So, on Wednesday, 11/26 the Clubhouse (all buildings) will close at noon, and we will reopen at normal hours on Friday, 11/28. Similarly, next month the Clubhouse will close at noon on Wednesday 12/24 and will reopen at normal hours on Friday

12/26. One week later we will close at noon on Wednesday 12/31 and will reopen at normal hours on Friday 1/2/26.

Also notably,

Coastal Waste and Recycling also closes on those same three days. Due to their closures, their schedules get 'bumped' one day. So, their Friday pickup for 11/28 will happen on Saturday 11/29. Next month, the Friday pickups for 12/26 and 1/2/26 will be bumped to Saturday 12/27 and Saturday 1/3/26. It's also likely that they might be operating with smaller staff due to the holiday season, so let's all be patient with that as well. Remember, Coastal is available to answer questions and can be reached at 727-561-0360 or largocs@coastalwasteinc.com.



Trivia – What month of the year has the highest risk for vehicles and deer collisions?

Answer on page 6.

# **Veterans Day**

HONORING ALL

IN TIMES OF

Veterans Day occurs this month on the 11<sup>th</sup>. It's an opportunity for our community to honor the brave men and women who have served in the United States Armed Forces.

Whether on the front lines or behind the scenes, these individuals

have played a vital role in preserving the freedoms we enjoy every day.

**Veterans** Day began as **Armistice** Day,

commemorating the end of World War I, which officially concluded with the armistice signed on November 11, 1918. Originally, it was a day to honor the veterans of that war, but after World War II and the Korean War, Congress amended the holiday in 1954. At the urging of veteran organizations, the name was changed to Veterans Day, expanding the recognition to all U.S. military veterans, past and present.

It is important to note that Veterans Day is not Memorial Day. While Memorial Day honors those who have fallen in military service, Veterans Day celebrates all who

have served — living or deceased with special appreciation for those still among us today.

While Veterans Day is marked by ceremonies, parades, and moments of silence, honoring veterans should

> extend beyond just one day. Many veterans return home facing challenges — from physical injuries and PTSD to difficulty



finding employment or accessing healthcare.

Here are some meaningful ways we can support veterans right here in our community:

### **Volunteer Your Time**

Local organizations like the American Legion, Veterans of Foreign Wars (VFW), and Homes for Our Troops often welcome volunteers. Whether it's helping with events, transportation, or home repairs, small efforts...

**Veterans Day continues on** page 4...

### **MPII** Management Company

### Inframark Jayna Cooper

Jayna.Cooper@inframark.com 813-608-8242

> CDD fee/Bond Questions

Inframark Accounting **Department** 

assessments@inframark.com

The MPII Clubhouse offers MPII residents Notary Services at no cost.

We have a certified Notary on staff, please call ahead for availability.

# **Veterans Day**Continued from page 3

Sometimes the best way

to support a veteran is

simply by listening. A

your local VA center.

Reach Out

make a big difference.

 Support Veteran-Owned Businesses

Choose to shop or hire locally where your

money directly supports veterans who are building a life after service.



 Donate to Local Services

> Consider donating to food banks, shelters, or programs like the Wounded Warrior Project, DAV (Disabled American Veterans), or

friendly conversation or an expression of gratitude can go a long way.

On behalf of our entire community, we extend our deepest thanks to all who

have worn the uniform.
Your courage, commitment,
and sacrifice do not go
unnoticed. Let us come
together — not just in
ceremony, but in action —

to ensure every veteran feels supported and valued, today and every day. If you are a veteran and find yourself in need of help, call the Veterans Crisis

Line by dialing 988 (then select 1), or text 838255, or start an online chat at <a href="VeteransCrisisLine.net/Chat">VeteransCrisisLine.net/Chat</a>, and TTY users can dial 711 (then 988).

# **DRVC Volunteers Needed**

If you would like to help your MPII community, there is a great opportunity available. The DRVC is a group of like-minded community members who meet once a month to help ensure the consistent and fair enforcement of community deed restrictions. By doing so, this helps reserve the

community's appearance and

property
values. If this
is something
that interests
you, please
contact the
MPII
Clubhouse or
the ARC/

DRC

Coordinator

at arcdrc@mpiicdd.org.



# **November Holidays**



November 1st/2nd All Saints' Day/All Souls' Day. Many Christians celebrate all of the Saints on November 1st, and on the 2nd they commemorate the faithful that have departed. To all the Christians who celebrate these holidays: Have a Blessed All Saints' Day and All Souls' Day!



November 2<sup>nd</sup> – Daylight Saving Time Ends. At 2am on Sunday, November 2<sup>nd</sup> (or Saturday night before bed for most people), clocks need to be set back one hour as we return to Eastern Standard Time. Don't forget watches and car clocks! Hopefully everyone enjoys the extra hour of sleep!



November 11<sup>th</sup> – Veterans Day. While WWI wouldn't officially end until June 28, 1919, the fighting ceased with an armistice on the 11<sup>th</sup> hour of the 11<sup>th</sup> day of the 11<sup>th</sup> month of 1918. One year later, Armistice Day was commemorated. In 1954, the U.S. Congress and President Dwight Eisenhower changed it to Veterans Day – a day to celebrate and honor all American veterans. MPII wishes to honor and thank all our residents that are Veterans – Happy Veterans Day!

November 27<sup>th</sup> – Thanksgiving. With its beginnings as a thankful celebration of the harvest, Thanksgiving is now a favorite holiday of many Americans.

With ties to family, friends, shared meals, and as the unofficial kickoff to the holiday season, all Americans generally enjoy Thanksgiving. MPII hopes all our residents, their families, and their friends have a very Happy Thanksgiving!



November 30<sup>th</sup> – Advent (start). Advent is the season leading up to Christmas. Many Christians celebrate the entire Advent season culminating with the Nativity of Jesus. For those that celebrate: Have a blessed Advent!







### **November is National Native American Heritage Month**

Florida's history is inextricably linked with the good, the bad, and the ugly history of the interactions between early American settlers and the indigenous peoples. Florida remains home to over a dozen tribes and is home to countless locations rich in that history. One location near us is Emerson Point Preserve. This preserve includes ancient and historic remains that give visitors a sense of what life in Manatee County was like historically. The area also offers hiking trails and kayaking routes. For more information, use these links:

- https://www.mymanatee.org/connect/locations/location-details/ emerson-point-preserve
- <a href="https://manateeaudubon.org/hotspot/emerson-point-preserve/">https://manateeaudubon.org/hotspot/emerson-point-preserve/</a>

# **Hurricane Season Ending**

Fortunately, the 2025 hurricane season has been minimally impactful. However, with the high heat we've had for months, the waters in the Atlantic and the Gulf are quite warm, which is conducive to hurricane development. This season was predicted to be quite a bit more active than it has been so far. We had a couple potential threats in late

potential is still in place for development throughout this last month of the season. Stay conscious of the weather in the tropics and make sure your preparations are in place. With a little luck, we'll get through the 2025 hurricane season without any storms. Please stay vigilant, stay prepared, and stay cognizant of your preferred weather source.

round, as the same awareness, family plans, and preparation kits can be utilized during any storm or weather event that adversely affects our area by taking out electricity or other utilities, restricting travel due to closures, downed trees or power lines, or virtually any other weather related issues. Here in Florida, it is vital that residents are ready for weather

September, but they veered back out into the Atlantic. It is vital that MPII residents don't let the slow hurricane season fool us into thinking it's

over.

HURRICANE PREPAREDNESS

WALE A PLAN

BUILD A KIT

STAY INFORMED

Hurricane season does end at the end of this month, but the And it's important to remember, hurricane safety and hurricane preparation can benefit you year hurricane
season. So,
check your
kits, review
your plans
with your
family and
neighbors,
and stay
cognizant
of weather

events 365

days of the

year, not

just during

from your preferred news and weather source. Let's be prepared and safe MPII.

### Trivia Answer (from page 2): November!

With November being the peak of deer mating season (October – December), deer are at their most active. They roam wider areas than normal, are less focused on potential hazards (roads and humans), and are often looking for food due to humans harvesting crops more heavily this time of year. So, please drive carefully out there MPII!

https://www.moneygeek.com/living/driving/deer-car-accidents/

# **Upcoming EPC Events**

The EPC hosted another phenomenal event last month with their annual Halloween Festival! Many of you came out and enjoyed carnival games, live music, a vendor fair, hayrides, the costume contest, and of course the famous haunted maze! This great event with free admission to everyone in the community was a smash hit as it is every year. And there's a lot of credit and thanks to be given out. The EPC team work year round to plan, schedule, and organize a variety of great events for the community. But also, for many of these events – especially the Halloween Festival – they depend on the efforts of volunteers. So, THANK YOU! to all the people who volunteered to help make this amazing event

happen. From set up, clean up, the scare actors, organizers, station staff, everyone was great and helped make this event a success.



But the Halloween Festival is not the last event of 2025! The EPC is already hard at work setting up their Santa Meet & Greet Event! This is a spectacular opportunity to get free photos of the kids with the big guy! This event will take place on Saturday, December 6<sup>th</sup>, from 8 – 11 am. There will be free photos, breakfast, goodies, and games/activities! Don't miss this great family opportunity!

Plus, with December comes another EPC yard decoration contest! If you put up holiday decorations at your home and/ or in your yard, then you should register for consideration! Post a photo of your yard décor on the MPII **EPC Facebook (Meadow Pointe** II Food Trucks and Events) page between 12/1 and 12/12. The winner will be announced on 12/15 and receive a \$50 gift card! When you post, state which village you're in (no full contact information needed).

# **MPII Clubs & Opportunities**



### **EC TENNIS ACADEMY**

offers tennis lessons to people aged 4 through adult. Contact Coach Edgardo Chavez at 813-328-0841.



**TEACH LEAF** is still enrolling for the Teach Leaf 2025-2026 school year! The KLP, or

Kindergarten Learning Pod, will meet on Mondays and Wednesdays at the MPII Clubhouse. This is a great opportunity for the children in our community! For more details or to enroll in the pod please contact Melissa Goebel at teacher.melissa827@gmail.com.

YARN CLUB meets every Thursday night from 6 – 8 pm. Open to all adults who knit or crochet - all skill levels welcome.





### **MPII NEWS**

Meadow Pointe II CDD 30051 County Line Road Wesley Chapel, FL 33543 813-991-5016 www.facebook.com/MPIICDD newsletter@mpiicdd.org



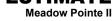


# **MPII News Needs Your Photos!**

If you have taken a photo within MPII that you think would make a nice cover shot on a future issue, please email it to newsletter@mpiicdd.org. Submitting a photo gives us permission to use it in the newsletter. If there are people in the photo, please ensure that we have their permission to publish their photo.

Also, remember that the Clubhouse has an opt-in email list for receiving the newsletter as a PDF each month! To opt-in, just email newsletter@mpiicdd.org and tell us what email address or addresses you'd like us to include. As of now, the Clubhouse only uses this list for the newsletter, but we may include other time-sensitive announcements in the future.





Replacement Cell Stack

CES an Aquafinity company

Order # Date 329625 10/27/25

Consultant

House Account Lyndsei J Cornish

WQA Billing Terms

Fax:

Credit Card

#### **Proposed To**

Meadow Pointe II Mike Laverty 30051 County Line Rd Wesley Chapel, FL 33543

#### **Ship To**

Meadow Pointe II Mike Laverty 30051 County Line Rd Wesley Chapel, FL 33543

Phone:

Courier Service BEST WAY

#### **Order Items**

Line Item Code	Description	Quantity	Unit Price	Item Total
CP ESTK12.5SM	12.5SM Replacement Cell Stack	1	6,095.51	6,095.51

S/N 12,786

12.5SM Replacement Cell Stack.

for reverse polarity (self cleaning) ChlorKing Saline Chlorinators

UNIT SN # REQUIRED:

PRO-RATED CELL STACKS REQUIRE RETURN OF OLD STACK. PLEASE SEND OLD STACK BACK TO KEEP PRICING.

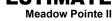
 Install
 Installation
 1
 520.00
 520.00

Labor for installation of equipment quoted. Electric and permits (if applicable) by others.









Replacement Cell Stack

Order# 329625 Date 10/27/25 Consultant House Account **WQA** Lyndsei J Cornish

**Billing Terms** 

Credit Card

#### **Proposed To**

Meadow Pointe II Mike Laverty 30051 County Line Rd Wesley Chapel, FL 33543

#### Ship To

Meadow Pointe II Mike Laverty 30051 County Line Rd Wesley Chapel, FL 33543

Phone:

**Courier Service BEST WAY** 

Fax:

#### **Additional Information**

Shipping is estimated.

Please click link below to digitally accept this prospoal

### **Proposal Acceptance**

Subtotal	6,615.51
Adjustment	0.00
Total	6,615.51
Shipping	28.99
Tax	0.00
Grand Total	6,644.50
Payments	0.00

Signature **Date** 

We are pleased to submit the above package for your consideration.

- 1. Orders by credit card will incur a 3.5% processing fee.
  2. Please complete and return the delivery schedule if attached to this package, it is designed to help coordinate delivery dates that best coincide with your construction and draw schedules.
  3. It is your responsibility to provide the required permits, bonds and acceptable electrical connections. Proof of these requirements must be presented to CES on demand.
  4. You may incur restocking fees if you choose to return any items included in this package to CES. Restocking fees vary per manufacturer.
  5. Any changes to this order must be made in writing to CES.
  6. Freight charges are estimates only and the actual freight costs may be different at time of shipping.
  7. If capital dollars are not readily available, you may acquire this package through a lease or rent to own arrangement pending lending source approvals.
  8. Payment terms are subject to the credit agreement you have on file with CES.

This estimate is valid for 30 days from the above date after which the estimate may be subject to change.

Your signature above is considered your acceptance of this proposal and is subject to all terms and conditions of your credit arrangement with CES. THANK YOU!





	YTI	FHP O	ff Duty	Acti	vity R	Report	
YTD as of 1/1/25	SPEED WARNINGS	SPEED CITATIONS	ARRESTS	STOP SIGN	SEAT BELT	OTHER	STREET PARKING
6/30/2025	335	101	1	6	14	204	67
11/3/2025	180	65	2	3	4	102	15

		FHP OFF D	UTY ACTI	VITY RE	PORT			
DATE	SHIFT	SPEED WARNINGS	SPEED CITATIONS	ARRESTS	STOP SIGN	SEAT BELT	OTHER	STREET PARKING VIOLATIONS
7/9/2025	4pm-8pm	6	2	0	0	1	3 2 insurance; 1 window tint	0
7/10/2025	4am-8am	7	4	0	0	0	5 3 insurance; 2 DL vios	0
7/16/2025	4:30pm- 8:30pm	3	3	0	0	0	2 Insurance violations	0
7/17/2025	1-5pm	6	0	0	0	0	1	0
7/23/2025	4pm-8pm	6	0	0	0	0	3 2 insurance; 1 DL	0
7/24/2025	4am-8am	7	5	0	0	1	6 3 ins; 1 tag/reg; 1 driving w/o headlights; 1 texting while driving	0
7/29/2025	4am-8am	8	3	0	0	o	4 1 ins; 1 tag/reg; 2 window tint	0
7/31/2025	4am-8am	13	3	1	0	0	10	0
8/4/2025	4am-8am	4	4	0	0	0	3	0
8/6/2025	4pm-8pm	7	3	0	0	0	4	0
8/7/2025	4am-8am	9	4	0	1	0	7	0
8/12/2025	4am-8am	8	3	0	0	0	6	0
8/15/2025	4am-8am	2	5	0	0	0	3 2 ins; 1 driving w/o headlights	DR & MS 2 warnings 2 citations
8/28/2025	9am-1pm	6	0	0	0	0	2	0
9/3/2025	9am-1pm	4	5	1	0	0	3	0
9/17/2025	9am-1pm	5	1	0	0	0	1	0
9/22/2025	12pm-4pm	5	2	0	0	0	2	0
9/23/2025	12pm-4pm	5 5	1	0	0	0	2	
9/25/2025	1pm-5pm	j 5	0	<b>U</b>	0	0		2 warnings
9/30/2025	4am-8am	9	0	o	1	o	4: 1 ins; 1 driving w/o headlights; 2 tag/reg vio	0
10/7/2025	4am-8am	7	2	0	1	1	3 2 ins; 1 tag/reg vio	3 warnings in Deer Run
10/9/2025	4am-8am	8	0	0	0	0	3	0

10/14/2025	4am-8am	7	2	o	0	0	4 1 ins; 1 driving while suspended; 2 tag/reg	Morningside 2 warnings 2 Citations
10/15/2025	1pm-5pm	4	0	0	0	0	2	2
10/17/2025	4am-8am	7	4	0	0	0	6	0
10/22/2025	4pm-8pm	5	4	0	0	1	4	0
10/28/2025	4am-8am	7	3	0	0	0	4 2 ins; 1 DL vio; 1 red light vio	0
10/29/2025	4pm-8pm	6	2	0	0	0	3 2 ins; 1 texting while driving	0
11/3/2025	4am-8am	4	0	0	0	0	1 insurance violation	0



#### **Meadow Pointe 2 Service Reports**

From Anthony Vega <anthony.vega@Imppro.com>

Date Tue 11/4/2025 1:11 PM

To Justin Wright <justinwright@mpiicdd.org>; Jen Picarelli <jen.picarelli@mpiicdd.org>

Good afternoon. The following are the reports for maintenance services on site.

#### 10/14 - 10/15/ 2025

The crew worked on bed weed control buffing out weeds and oak tree sucker growth prior to mulch install. The crew was spraying Round Up Pro herbicide for bed weed control.

#### 10/16 - 10/17/2025

Property mulch was installed on all common grounds. 400 CY cypress mulch. All pallets, plastics, and debris were picked up and disposed of.

#### 10/23/2025

The crew mowed, line trimmed, edged hard and soft the Clubhouse, Mansfield blvd, County Line Rd, and Beardsley Dr. all debris at clubhouse picked up and all areas were blown. Ponds starting at Wrencrest Dr and exiting at Iverson Dr were mowed and line trimmed.

#### 10/24/2025

The crew mowed and line trimmed ponds in Longleaf, Manor Isles, Deer Run and Morningside. Common areas were mowed, edged and line trimmed.

#### 10/28/2025

Mansfield blvd, Wrencrest, Glenham, Lettingwell and Longleaf exit side entrances were fully detailed. Trimmed bed weed control herbicides applied and leaf drop cleanup. All debris picked up, and all areas blown.

#### 10/30/2025

Beardsley Dr, entrances Vermillion, Sedgwick, Colehaven and Iverson were fully detailed trimmed and leaf drop cleaned up. All areas blown. Ant mounds were treated with Advion Granular Ant Bait. County Line Dr crack weeds on sidewalks and roadways buffed out.

#### 11/03/2025

Woodline cutbacks on Beardsley Dr behind white fence from Colehaven to Sedgwick entrance. Woodline cutback from Mansfield and Beardsley intersection on right side behind white fence. Wrencrest entrance and common areas woodline cutback. All debris picked up, and all areas blown.

#### 11/04/2025

Clubhouse, County Line Rd, Mansfield Blvd, and Beardsley Dr were mowed, line trimmed and edged. All debris picked up, and all areas blown.

Palm pruning will begin next week, and we are striving to have them all completed by Friday 11/14/2025. We will be measuring palm trees that are over the contractual height and will provide a quote for them.

Reminder that we will begin bi-weekly mowing services starting next week. We will continue to visit property on a weekly basis. On the non-mowing weeks, we will continue to work on woodline cutbacks, and all the pruning needed as this is the best time to work on these to have a fresh and good start for next summer. We will continue to work on bed weed control and all items needed. Please let me know if there are any questions and I will answer to the best of my knowledge.

Respectfully, Anthony Vega LMP Account Manager

Get Outlook for iOS

### **Agronomy Report Meadow Point II Oct. 2025**

Throughout last month and during this month our agronomy team has reported several changes in the landscape. Examples such as plants and turf pushing out new vigorous growth as well as a reduction in older fungal activity. However, it is worth noting that we also see multiple dry spots from lack of irrigation coverage.

As a continuing part of our IPM strategy, Turf weeds are now our focus. October, we applied a blanket pre-emergent herbicide that dramatically reduces future weed populations. We are now at the last stage, which will consist of services addressing the remaining weeds directly with repeated post emergent herbicide applications.

### **Services Completed:**

- Blanket application of premium custom blended slow-release granular fertilizer
- Blanket application of pre-emergent herbicide
- Pro-active Turf Fungicide treatments of any St. Augustine that is beginning to show signs of root rot. (Primarily on Beardsley Rd.) This area is a prime candidate for aeration services.
- Ornamentals treated for Fungus such as root-rot and leaf spot/scorch.
- Fakahatchee grasses treated for mites
- Spot spray Turf weed treatments focusing on broadleaf weeds

#### **Future Services:**

- Continued spot treatments of turf and ornamental insect/disease with added liquid fertilizers
- More frequent and aggressive broadleaf turf weed treatments
- Routine treatments for all Annuals fert/fungicide/insecticide.

Report by Alex Figueroa

Agronomic Manager LMP- Pasco



# CUSTOMER LAKE MANAGEMENT REPORT

Customer: Meadow Par	at	11												ınt N							•			
Technician: Komy												D	ate:	10	2	8/3	20		Ti	me:				
MACHINE TO THE TOTAL TOTAL TO THE TOTAL TOTAL TO THE TOTAL TO THE TOTAL TOTAL TO THE TOTAL TOTAL TO THE TOTAL TOTAL TOTAL TO THE TOTAL TOTAL TOTAL TO THE TOTAL TOT						THE RESERVE THE PARTY NAMED IN	₹K∃	THIS WAY DOWN B	CONTRACTOR OF STREET	DRN	AEI	)												
METHO	o US	ED:	B (1	3oat)	A.S.	BP (	(Back	pacl	( Spi	raye	r)	G	Sato		HC	(Hai	nd C	ast)						
SITE ID							50			_	_	101	46	102	13	70	71	22	73	74	75	76	77	
Method Used	1			,-																				
Treated Algae																								
Treated Cyanobacteria																								
Treated Submersed Weeds																								
Treated Grasses/Brush	X	-	-	-																				
Treated Floating Weeds	X	,	-											_										
Treated Mosquitoes and/or Midges	7			7.											<u> </u>			L.,						
Lake Dye																					L	L		
														1			_							
Site Inspection																		-			<u> </u>	<u> </u>	ļ	ļ
WETLAND/UPLAND																			<u> </u>					
Spot Spraying																								
Physical weed removal																						<u> </u>		
CARP PROGRAM																								
Carp Observed	T																					<u> </u>	<u> </u>	
Barriers Inspected																								
RESTRI	CTI	ON.	TYP	E(S)	DC	NC	T: I	(Irri	gate	9)	F (F	ish)	Ş	S (SI	vim)	0	(Ot	her):		-		<b>.</b>	<b>-</b>	<b></b>
Restriction # of days	T	T	T	I	T		T																	
Restriction Type																	5							
	10000				is the only	la melle di di	cal fortación		or arbitraries	in the second	ARLES AMS	na water	State of the	(100 ASS.)				Carlo Sale	ere based		5. 19.7%	12 Sec. 19		
		GE	NE	RA	L O	BS	ERV	VAT	101	VS	OF	THE	EV	VAII	ER			de solt						
WATER CLARITY All																								
<1', 1', 2', 3', 4', >4'			_		_	_		-	_	-	_	_			-	<u> </u>	-	-		-		-	-	-
WATER FLOW All																								
N(None) S(Slight) V(Visible)	-		+	-	-			-	-	-	+-		+	-	+	+	-	+	+	+	-	+	<del> </del>	+
WATER LEVEL All									la any															
H(High) N(Normal) L(Low)												1_						1					<u> </u>	
	Parl		C	EN	ER	AIL	MU	ELD	0	BSE	RV	ATI	ON	IS							1			
BENEFICIAL PLANTS			A PLANSE DA	September 1		PARTY NAMED IN	FISI	100 KA	STATISTICS.	STAN BUT	XXXXXXXXXXX				To be the same of	BIF	RDS							
			Lily					Bass			Г	lia [	igato	or		П	Anh	inga		Γ	٦G	allin	ıles	
Arrowhead Chara Bacopa Cordgrass		H	Nai					3rear	n		F		ter	•	•	H	Coo	-		r		eron		
Blue Flag Iris Golden Ca		H		uu kerel	wee	d	-	Catfis			F	-	akes	S				mora	nt	Ī	] lb	is		
Bulrush Gulf Spike		H		t Rus			L	Saml		ā		] Tu	rtles				Egre	ets		Ī	] 0	spre	у	
Other		اسبسا																						
										-									100	14 Marie 20		er service and		050000000000000000000000000000000000000
				C	ON	CE	RNS	military and president	Can aye dian	AND DESCRIPTION ASSESSMENT	34105/10/201		the state of the s	The second second								1		
Recurring or excessive algae	Lake	#_									Qual													
Persistent invasive weeds		_									nt pro													
Fish/wildlife issues	Lake	e#_					-				ent tr													
Low water clarity		_					NPCD .				ende	d to	dete	rmine	e the	cau	se(s	) and	l plai	n the	bes	t cor	rectiv	ve
☐ Bad Odors	Lake	e#_							actic	ns.					-									



## CUSTOMER LAKE MANAGEMENT REPORT

Customer: <u>Mendow Pub</u> Technician: <u>Yenny</u>	11	- //	/										ccou		,						•			
echnician: Kenny												D	ate:	10	][2	2/	25		Ti	me:				
					W	VOI	RK I	PIDI	<b>RFC</b>	RN	IEI													
METHOI	o us	ED:	<b>B</b> (F	3oat)	)	BP (	Back	фас	k Spi	rayer	) (	<b>G</b> ((	Gator	CP	HC	(Hai	nd Ca	ast)			,			
SITE ID	68	67	66	65	64	34	38	34	114	55	56	57	58	28	36	39	104	42	29	30	3[	32	33	37
Method Used										L							1		1		\			1~
Treated Algae	X	V		X			70						1		X		X		X	1X	X	X	X)	$\Delta$
Treated Cyanobacteria	X	7		X			10								0		2		X	X	17	Ţ	X	X
Treated Submersed Weeds	X	X		X			X								X		K		X	$\times$	X	X	X	
Treated Grasses/Brush	V			-				_									-		-		<u> </u>		<u> </u>	
Treated Floating Weeds	V	-		-		-	-							_										
Treated Mosquitoes and/or Midges	1	7		٠.																				
Lake Dye																							ļ	
		1																						
Site Inspection	T				T																			
WETLAND/UPLAND		1				1																		
Spot Spraying		T	1	<u> </u>			1		1	<b>†</b>														
Physical weed removal	1-	$\vdash$	1			†	1	1	1	<b> </b>														
CARP PROGRAM	+	†		1		1	$\dagger$	1	1	<del> </del>			1											
Carp Observed	+	+	+	+	<del>                                     </del>	+	1	<del>                                     </del>	t	1	<u> </u>	<b>†</b>	1	1			1			1			1	
Barriers Inspected	+	+	1	T		1	+	<del> </del>	+-				1	1			1						1	
RESTRI	CTI	ON.	TYP	E(S)	DO	NO	T: I	(Irr	igate	<del>)</del>	F (F	ish)	S	S (SV	vim)	0	(Otl	her)	:					
Restriction # of days	T	T	Ť	_( <u>_</u> ,	T	T	T	T	T	Ť	T	T ,	T	Τ`	T	T	Ť	ΤŹ	T	T	T	T	T	T
	+	+		+	-	-	+	+	+	+-	-	+	-	-		+	3	1	+-	1	T		<del> </del>	
Restriction Type		J						1			<u> </u>											J	J	
		GE	NE	RA	L O	BS	ERV	VAT	IO	NS (	OF	TH	E W	VAT	ER									
WATER CLARITY All																								
<1', 1', 2', 3', 4', >4'																								
WATER FLOW [] All																								
N(None) S(Slight) V(Visible)								-			-		-			-		-	-				<del> </del>	-
WATER LEVEL All																								
H(High) N(Normal) L(Low)												1_										<u> </u>		
			(	EN	ER	AL	MI		0	BSE	RV	AT	ION	IS			5.5.							i
BENEFICIAL PLANTS	The same of	A STORY OF THE		4. 大海 1. 大海	A STATE OF THE STA	CREATIVE N	Contract Con	1510	ILDI		NAME AND ADDRESS OF THE OWNER, WHEN PARTY		and the second	1000000		BIF	RDS							
Arrowhead Chara			Lily					3ass			Г	] AII	ligato	or			Anhi	inga		Г	∃G	allin	ules	
☐ Arrownead ☐ Chara ☐ Bacopa ☐ Cordgrass		<u> </u>	Nai					3rea			늗		ter		•	一	Cool	-		ř		eron		
Blue Flag Iris Golden Ca		=		au kerel	wee	d		Catfi			F	-	nakes	S		Ħ	Corr		nt	Ī	] lb	is		
Bulrush Gulf Spike				t Rus		-			busia	3	F	_	ırtles				Egre			Ī	] 0	spre	y	
			, ••.				٠ ســا										•			_				
Other										H														
			74.7	C	)N(	CEI	RNS	FO	)R I	FOI	LO	W.	-UP											
Recurring or excessive algae	العاد ا	a #			Pict Co.	Control of the Contro	THE RESERVE OF THE PERSON NAMED IN	[]	and the second section.	*****	Maria Maria Maria		Asse		nen	i Re	com	me	nde	d	A PARTY OF THE PAR	e y nechalistik	and the same of the same	
Persistent invasive weeds		_						<b></b>					ns m								qual	ity is	ssue	
Fish/wildlife issues		_											nents											
Low water clarity													dete											/e
Bad Odors		_				-			actio								\	,	1-7-1					
☐ pag Odols	Lan	U 11 _							aouc	,,,,,,,,												-		