

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Meadow Pointe IV Community Development District was held on **Tuesday, March 14, 2017 at 12:18 p.m.** at the Meadow Pointe IV Clubhouse, located at 3902 Meadow Pointe Blvd, Wesley Chapel, Florida 33543.

Present and constituting a quorum:

Liane Sholl	Board Supervisor, Chairman
Denise Rae-Herrera	Board Supervisor, Vice Chairman <i>(by speakerphone and in person at 12:45)</i>
Megan McNeil	Board Supervisor, Assistant Secretary <i>(joined the meeting at 12:18)</i>
Susan Fischer	Board Supervisor, Assistant Secretary

Also present were:

Clifton Fischer	District Manager, Rizzetta & Company, Inc.
Vivek Babbar	District Counsel, Straley, Robin, & Vericker <i>(via speakerphone)</i>
Tonja Stewart	District Engineer, Stantec Consulting <i>(via speakerphone)</i>
Greg Gruhl	Director RASI Services

FIRST ORDER OF BUSINESS

Call to Order

Mr. Fischer called the meeting to order and performed roll call confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no members of the general audience in attendance.

THIRD ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Meeting held on January 10, 2017

<p>On a Motion by Ms. Rae-Herrera, seconded by Ms. Sholl, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on January 10, 2017, as presented, for Meadow Pointe IV Community Development District.</p>
--

FOURTH ORDER OF BUSINESS

**Consideration of Operations and
Maintenance Expenditures for December
and January**

The Board asked that Staff follow-up with Out Smart to ensure that invoicing is current.

On a Motion by Ms. Sholl, seconded by Ms. Rae-Herrera, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures for December 2016 (\$42,752.76) and January 2017 (\$86,885.52) for Meadow Pointe IV Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2017-03, Re-
Designating a Treasurer**

Mr. Fischer stated that Mr. Brizendine has been assigned the responsibility for providing the services of the Treasurer and the Resolution formalizes his appointment.

On a motion by Ms. Sholl seconded by Ms. Rae-Herrera, with all in favor, the Board of Supervisors approved Resolution 2017-03 appointing Scott Brizendine as Treasurer for Meadow Pointe IV Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Proposals for LED Up-
Lighting**

Following a brief discussion it was decided to move forward with the project.

On a motion by Ms. Rae-Herrera seconded by Ms. Fischer, with all in favor, the Board of Supervisors approved the proposal from Metcalf in the amount of \$1,090 to install LED lighting at the SR 54 entrance for Meadow Pointe IV Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Proposals for Lift
Station Repairs**

Ms. Stewart reviewed the various proposals from U.S. Water Services Corporation and the services they represent. She recommended that the Board approve the proposals and budget additional monies in next year's budget for lift station maintenance and for the road reserves. A brief discussion was held regarding where funding for these repairs will come from this year. The Board authorized Management to execute the proposals as they all fall below the spending limit.

EIGHTH ORDER OF BUSINESS

**Ratification of US Water Services
Proposal to Replace Failing Submersible
Pump**

Mr. Fischer explained that he obtained the Chair's authorization to replace the pump as the lift station was not functioning properly.

On a motion by Ms. Rae-Herrera seconded by Ms. McNeil, with all in favor, the Board of Supervisors ratified the approval of the proposal from U.S. Water Services in the amount of \$6,510 to replace the submersible pump at the lift station for Meadow Pointe IV Community Development District.

NINTH ORDER OF BUSINESS

Update of Request to Cal Atlantic for Assistance with Installing Cameras at Meadow Pointe North, Windsor, and Provence Gates

Mr. Fischer informed the Board that he has had no response from Cal Atlantic to his request for funding to assist with the installation of security cameras at the Meadow Pointe North, Windsor, and Provence Gates. A brief discussion was held on the topic.

Discussion was held regarding concerns that have been expressed by residents relative to the need for better communication and gates issues. The possibility of utilizing e-blasts and the website to inform residents of maintenance issues, upcoming events and holding quarterly night meetings were put forward. Staff will work on a plan for review at the next meeting. Ms. Sholl will contact the Smith's to address their concerns.

On a motion by Ms. Fischer, seconded by Ms. Sholl, with all in favor, the Board of Supervisors authorized Staff to advertise a change to the fiscal year 2016/2017 meeting schedule moving the May and August meetings to 5:00 p.m., as well as approving quarterly evening meetings going forward for Meadow Pointe IV Community Development District.

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Babbar spoke regarding the Second Addendum to the Landscape Maintenance contract with LMP adding additional pond banks within the Provence and Enclave subdivisions.

On a motion by Ms. Sholl, seconded by Ms. McNeil, with all in favor, the Board of Supervisors approved the Second Addendum to the LMP contract for Meadow Pointe IV Community Development District.

B. District Engineer

Ms. Stewart spoke briefly regarding the parking issue in Meadow Pointe North, noting that there is no available space to provide additional parking space.

Discussion was held regarding repaving within the District. Ms. Stewart will do an inspection and report back to the Board, so any necessary projects can be budgeted.

C. Field Operations Manager

Mr. Fischer reviewed the report, noting that overall things are looking very good. The Board asked that a proposal for grass seeding along Meadow Pointe Boulevard and landscaping at the Meadow Pointe North entrance be available for the next meeting.

D. Amenity Management

Mr. Gruhl responded to Board questions regarding the hours of operation for the pool. He will look into the matter and bring back a report and recommendations next month.

A brief discussion was held regarding the new Clubhouse Manager's qualifications. Mr. Anya will be starting as soon his replacement at Harbor Bay is found. In the interim, a temporary manager is in place. The Board requested that a cell phone be provide to the new manager.

E. District Manager

Mr. Fischer reminded the Board that the next meeting is scheduled for April 11, 2017 at 12:00 pm. He noted that he will be providing a draft budget for preliminary discussions. He recommended that the Board focus on the roads and updating the clubhouse next year.

A brief discussion was held regarding the need to paint the boundary walls and monuments.

ELEVENTH ORDER OF BUSINSS


Audience Comments and Supervisor Requests

A brief discussion was held regarding the landscaping at Meadow Pointe North gate area and up-lighting, street striping, and street signs that are down.

TWELFTH ORDER OF BUSINESS

Adjournment

On a Motion by Ms. Sholl, seconded by Ms. McNeil, with all in favor, the Board of Supervisors adjourned the meeting at 1:18 p.m. for the Meadow Pointe IV Community Development District.



Assistant Secretary



Chairman/Vice Chairman

MEADOW POINTE IV CDD

EXHIBIT TO 3-14-17 MINUTES:

MP IV. Second Addendum to Landscape Maintenance Agreement with
LMP

SECOND ADDENDUM TO THE LANDSCAPE MAINTENANCE AGREEMENT

This Second Addendum to the Landscape Maintenance Agreement (this “Addendum”), is made and entered into effective as of the 14th day of March, 2017, by and between the **Meadow Pointe IV Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”), and Landscape Maintenance Professionals, Inc., a Florida corporation (the “**Contractor**”).

RECITALS

WHEREAS, the District is responsible for the landscape maintenance for certain areas within and around the District; and

WHEREAS, the District and the Contractor entered into the Landscape Maintenance Agreement dated August 1, 2015 (“**August 1 Agreement**”), incorporated by reference herein; and

WHEREAS, the District and the Contractor entered into the First Addendum to the Landscape Maintenance Agreement dated September 1, 2015 (and together with the August 1 Agreement the “**Maintenance Agreement**”), incorporated by reference herein; and

WHEREAS, the District desires to add the maintenance of the common areas as shown on the map attached hereto as **Exhibit “B”** and incorporated herein (the “**Additional Areas**”) to Contractor’s maintenance area for Parts 1 and 4 of the Work; and

WHEREAS, the Contractor has agreed to add the maintenance of the Additional Areas for Parts 1 and 4 of the Work for an additional \$1,300 per month; and

WHEREAS, the District and the Contractor each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

Now, Therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

1. The Additional Areas is hereby added to Contractor’s maintenance area under the Maintenance Agreement.
2. Section 3 of the Maintenance Agreement is hereby deleted and replaced with the following:

“III. COMPENSATION; TERM

The District agrees to pay Contractor for the Work for a minimum of \$158,598 per year to include Parts 1-4 of the Work, payable in monthly installments as detailed below, and the amounts listed in the Proposal if all mulch top-dressings (Part 5) are performed and awarded to Contractor as well as all four annual flower rotations (Part 6) are performed and awarded to Contractor. Contractor shall provide all labor and equipment necessary for such service unless otherwise identified in Work. These monthly

amounts include all tools, labor and materials necessary to complete the Work. The term of this Agreement shall be from August 1, 2015 through July 31, 2016 with the option to renew for two (2) additional one (1) year periods at the same price and terms as provided for herein unless terminated earlier as provided in this Agreement.

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
3. Contractor shall invoice the District monthly for services provided during the previous month and attach a copy of the Proposal with each invoice pursuant to the terms of this Agreement. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District. The District shall provide payment within thirty (30) days of receipt of invoices, unless such invoice is disputed as described below.
4. The District agrees to pay Contractor:
 - a. for the services specified in Parts 1 and 4 of the Proposal \$12,547.34 per month.
 - b. for the services specified in Parts 2 and 3, of the Proposal, the pricing specified in the Proposal in the month after the services were performed and after required documentations (if any) have been provided.
 - c. if the District elects to award Contractor the work in Parts 5 and 6, of the Proposal, the District agrees to pay Contractor for such actual services rendered using the pricing specified in the Proposal in the month after the services were performed and after required documentations (if any) have been provided. Contractor shall not perform mulching or annual installation services listed in the Work without the prior written approval of the District.
5. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within thirty (30) days of the District's receipt of such invoice. In the event of any dispute regarding the Work performed to date, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work,

in District's sole and absolute discretion, shall, so long as District is pursuing resolution of such dispute in an expeditious manner, continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement."

4. Except as hereby modified, the terms and conditions of the Maintenance Agreement are hereby ratified and confirmed.

Landscape Maintenance Professionals, Inc.

Scott A. Carlson
Vice President

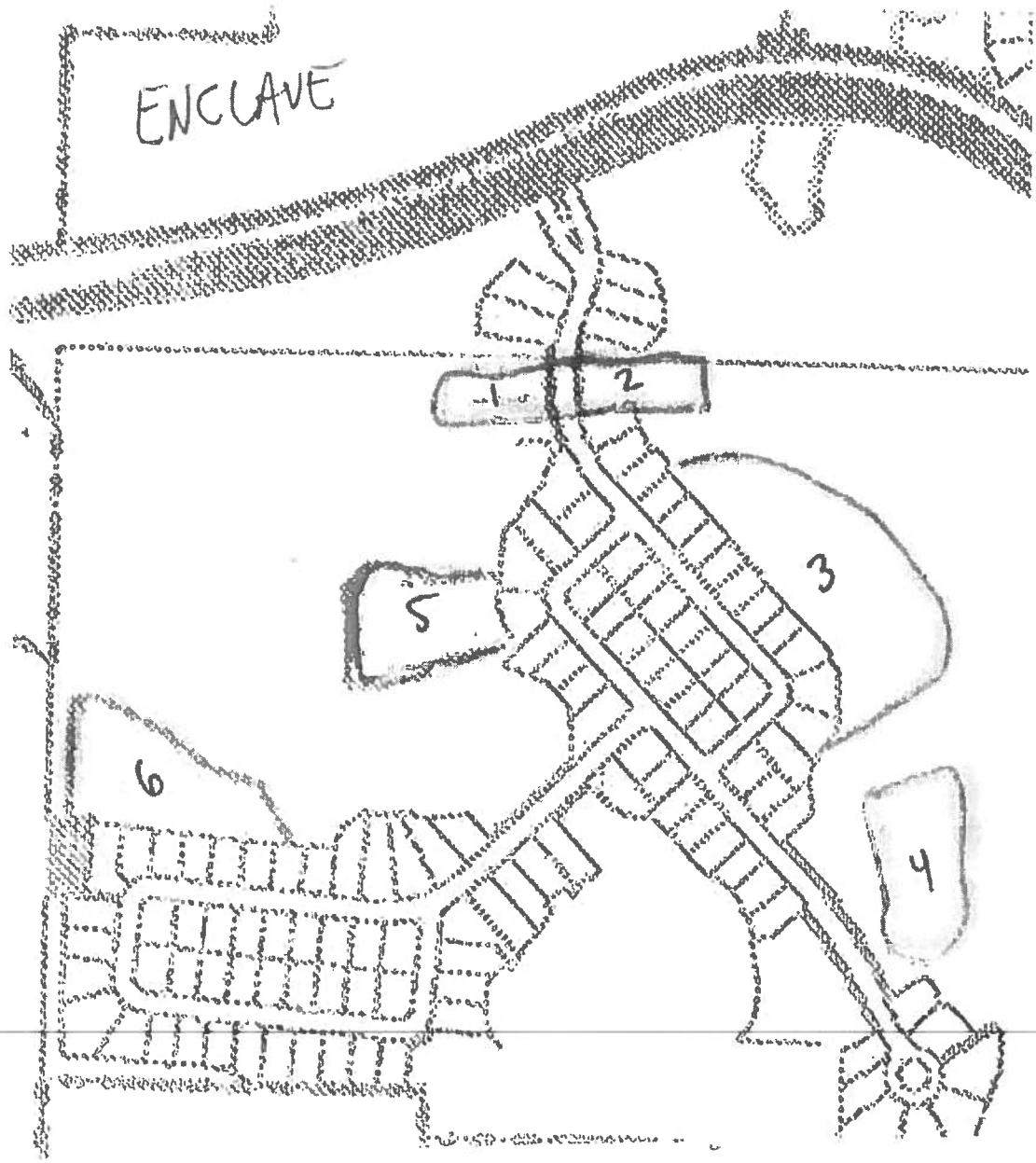
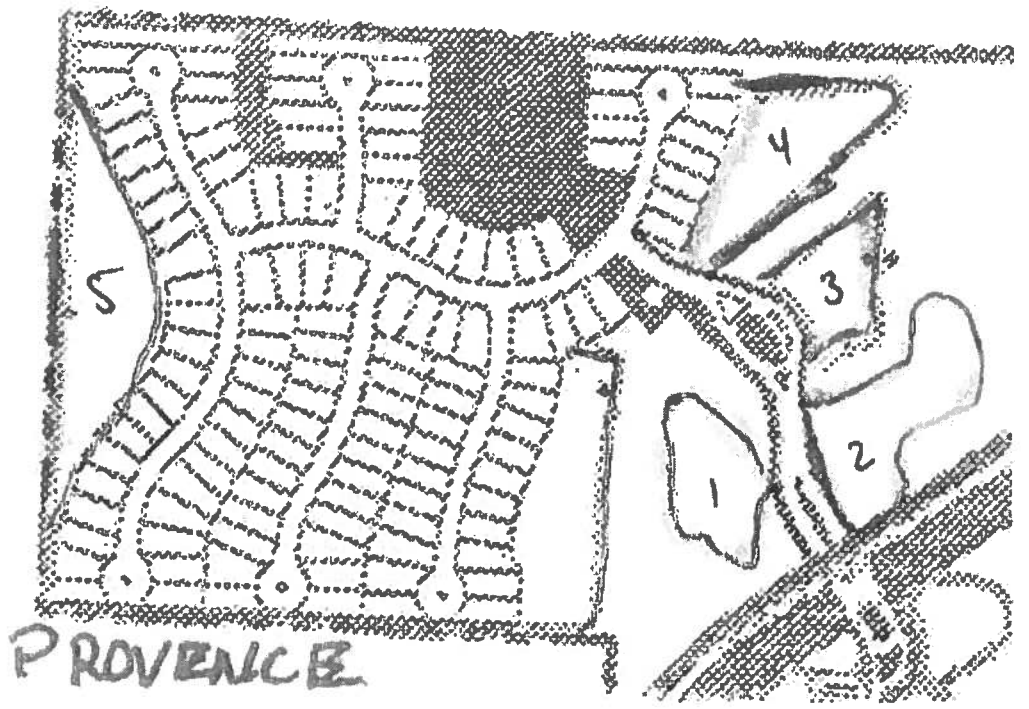
ATTEST:

**Meadow Pointe IV
Community Development District**

Clifton Fischer
Secretary

Liane Scholl
Chair of the Board of Supervisors

"Exhibit B"



11/17/15
SAC