

# **MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

**MEADOW POINTE IV  
COMMUNITY  
DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS  
MEETING  
SEPTEMBER 1, 2011**

# MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT AGENDA SEPTEMBER 1, 2011 at 11:30 a.m.

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

<b>District Board of Supervisors</b>	Sandra Bell John Blakley Joseph Andrews Adam Bell Arlene Andrews	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Scott Brizendine	Rizzetta & Company, Inc.
<b>District Attorney</b>	Mark Straley	Straley & Robin
<b>District Engineer</b>	Tonja Stewart	WilsonMiller Stantec

**All Cellular phones and pagers must be turned off while in the clubhouse.**

**The District Agenda is comprised of four different sections:**

The meeting will begin promptly at **11:30 a.m.** with the first section which is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The second section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors discussion, motion and vote. Agendas can be reviewed by contacting the Administrator's office at (813) 994-1001 at least seven days in advance of the scheduled meeting. Requests to address items that are not on this agenda must be submitted in writing with an explanation to the District Administrator at least fourteen (14) days prior to the date of the meeting and will be heard under "Public Comments". The third section is called **Staff Reports**. This section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called **Supervisor Requests and Audience Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three **(3) minutes** for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT IS A MAINTENANCE-RELATED ITEM, THESE ITEMS WILL NEED TO BE ADDRESSED BY THE DISTRICT ADMINISTRATOR OUTSIDE THE CONTEXT OF THIS MEETING.**

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

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 Office at (813) 994-1001, at least 48 hours before the meeting. 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 Office.

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

**MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • 5844 OLD PASCO ROAD • SUITE 100 • WESLEY CHAPEL, FL 33544**

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August 24, 2011

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

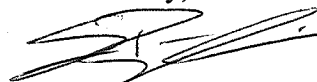
Dear Board Members:

The special meeting of the Board of Supervisors of the Meadow Pointe IV Community Development District will be held on **Thursday, September 1, 2011 11:30 a.m.** at the Meadow Pointe IV Clubhouse, located at 3902 Meadow Pointe Blvd, Wesley Chapel, FL 33543. The following is the advance agenda for this meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **BUSINESS ADMINISTRATION**  
None
3. **BUSINESS ITEMS**  
A. Discussion Regarding S.R. 56..... Tab 1
4. **STAFF REPORTS**  
None
5. **AUDIENCE COMMENTS**
6. **SUPERVISOR COMMENTS**
7. **ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (813) 994-1001.

Sincerely,



Scott Brizendine  
District Manager

cc: Mark Straley, Straley & Robin  
Tonja Stewart, WilsonMiller, Inc.  
Kelly Evans, Rizzetta Amenity Services

# TAB 1

# ICARD MERRILL

ATTORNEYS & COUNSELORS

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*Via Electronic and U.S. Mail*  
[mstraley@srwlegal.com](mailto:mstraley@srwlegal.com)

Charles J. Bartlett  
Paul D. Beitlich  
G. Matthew Brockway  
Bruce P. Chapnick  
Michael W. Cochran  
Stacy Dillard-Spahn  
Robert "Tad" Drean  
Mark C. Dungan  
Michael L. Foreman  
Michael J. Furen  
Arthur D. Ginsburg  
Steven R. Greenberg  
Joseph M. Herbert  
F. Thomas Hopkins  
Thomas F. Icard, Jr.  
Todd D. Kaplan  
Jason A. Lessinger  
David M. Levin, LL.M.  
Robert K. Lincoln  
Robert G. Lyons  
William W. Merrill, III  
Robert E. Messick  
Troy H. Myers, Jr.  
Alyssa M. Nohren  
J. Geoffrey Pflugner  
Kelly C. Pflugner  
Stephen D. Rees  
Stephen Douglas Rees, Jr.  
Lindsey A. Schneider  
Jaime L. Wallace  
John J. Waskom  
Richard S. Webb, IV

August 19, 2011

Mark K. Straley  
Straley & Robin  
1510 West Cleveland St.  
Tampa, FL 33606

Re: Project: SR 56 Improvement Work, per Agreement dated  
May 1, 2008 (the "Contract")  
Performance Bond: 08807378  
Claim No.: 638-005-0364  
Principal: WDG Construction, Inc. ("WDG")  
Obligees: Meadow Pointe IV Community Development  
District (the "District"), Locust Branch, LLC,  
Wiregrass Ranch, Inc., Solly Branch Holdings, LLC  
and Maggie Pond, LLC.  
Surety: Fidelity & Deposit Company of Maryland ("F&D")

Dear Mark:

Thank you for your work as counsel for the District in combination with our efforts on behalf of the other four Obligees listed above (our clients are referenced herein together as "Locust Branch") in pursuing the above referenced matter.

In the course of preparing our next communication to F&D's attorneys, it has come to our attention that DEVCO III, LLC ("DEVCO") is no longer serving as the Construction Manager for the Project. We are also advised that the District Engineer has been asked to certify that the Project is complete. It is our understanding that upon receipt of this certification, the District funds that are currently held in escrow pursuant to the Construction Escrow Agreement, dated September 19, 2008, between Locust Branch, LLC, the District, U.S. Bank National Association, and Pasco County (the "Escrow Agreement") will be released to the District or to its bondholders.

Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.  
Offices in Sarasota, Manatee and Charlotte Counties  
Established 1953

Locust Branch objects to the apparent termination of DEVCO as the Construction Manager, as well as the contemplated release of the District's funds from the terms of the Escrow Agreement.

We direct your attention to the S.R. 56 Supplemental Agreement, also dated September 19, 2008, between Locust Branch, LLC and the District (the "**Supplemental Agreement**"). Section 2.7 provides that the Construction Manager shall mean DEVCO or "any replacement construction manager approved by Locust Branch, LLC and the District pursuant to this Agreement". Moreover, Section 3 of the Supplemental Agreement specifies clearly the procedure for the District to initiate a change of the Construction Manager. Such a change is not permitted if Locust Branch reasonably withholds its approval. The District has not complied with this procedure. Based on the reasonable grounds that are set forth below, Locust Branch hereby withholds that approval.

In addition to the foregoing, Section 3.a of the Escrow Agreement clearly provides that "Construction Manager . . . shall mean DEVCO III, LLC or any replacement construction manager approved by the District and Locust Branch." Accordingly, DEVCO must continue to perform the duties of the Construction Manger until such time as both the District and Locust Branch approve a replacement.

The total of the Obligees' claims arising from WDG's default has not been finally determined. Our current estimate is in excess of \$1.5 million. Both DEVCO (and primarily its employee, Mark Sifford) and King Engineering (and primarily its employee, Larry Kistler) have been and will continue to be indispensable in the preparation and documentation of these claims, including litigation support services in the event that it becomes necessary for the Obligees to file suit against F&D. Mark and Larry have been closely involved with this Project and, in particular, administration of the WDG contract, since work began in 2008. Quite simply, there is no practical way that the Obligees can continue their pursuit of these claims without their active involvement.

Sections 3.2(c) and (e) of the District's May 1, 2008 Construction Management Agreement with DEVCO expressly contemplate that the Construction Manager will provide

Contingent Additional Services . . . made necessary by the termination or default of the Engineer or Contractor, by major defects or deficiencies in the Contractor's work, or by failure of performance of either the District or Contractor under the Construction Contract[.]

including but not limited to " . . . services in connection with . . . legal proceeding[s] . . ."

Further funding by both the District and Locust Branch will necessarily be required in order to pay DEVCO and King and pursue the above referenced claims. Accordingly, please accept this letter as a demand by Locust Branch that the District reverse the termination of

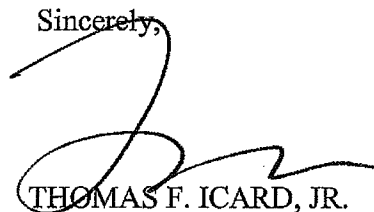
DEVCO if, in fact, that has occurred. In addition, the District is, by this letter, specifically advised that Locust Branch objects to any certification by the District Engineer or other action which would require the Trustee under the Escrow Agreement to release the funds from the terms of that agreement.

The Project is not yet complete. Although the physical construction of the road is finished, the First Amendment to the Construction Management Agreement provides that the Project will not be deemed to be complete until "all governmental agencies with jurisdiction over the Project have notified the District in writing that the conditions for all permits for the Project have been satisfied," and "all reimbursable expenses from Pasco County have either been reimbursed to the District and Locust Branch or, if applicable, impact fee credits have been granted to the District and Locust Branch." In addition to the unresolved dispute with the surety, neither of the forgoing conditions has been satisfied. Thus, it is premature for the District Engineer to certify that the Project is complete.

Sections 3.d of the Escrow Agreement regarding the disbursement of funds to the District or its bondholders states that the District must notify the Trustee that not only is the "S.R. 56 Extension" complete, but also that all of the Construction Costs have been paid. "Construction Costs" are defined under the Escrow Agreement to expressly include, among other costs, construction management fees and expenses. As explained above, engineering and construction management fees and expenses related to the construction of the S.R. 56 Extension remain to be paid. In addition, Section 4 of the Supplemental Agreement requires that, in addition to those obligations set forth in the S.R. 56 Roadway Agreement and the Construction Escrow Agreement, the District and Locust Branch, LLC share the obligation for additional costs and cost savings attributable to the Project.

Please acknowledge your receipt of this letter and confirm by not later than the close of business on Tuesday, September 6, that the District will comply with the demands that are set forth in this letter.

Sincerely,



THOMAS F. ICARD, JR.

cc: District Engineer Tonja Stewart, *via electronic mail only*, [tonjastewart@WilsonMiller.com](mailto:tonjastewart@WilsonMiller.com)  
Mark Sifford, *via electronic mail only*, [msifford@devcocommunities.com](mailto:msifford@devcocommunities.com)  
Larry Kistler, *via electronic mail only*, [lkistler@kingengineering.com](mailto:lkistler@kingengineering.com)  
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