

**MINUTES OF MEETING
MEADOW POINTE II
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Meadow Pointe II Community Development District was held Wednesday, November 20, 2019 and called to order at 6:31 p.m. at the Meadow Pointe II Clubhouse, located at 30051 County Line Road, Wesley Chapel, Florida.

Present and constituting a quorum were:

Michael Cline	Chairman
John Picarelli	Vice Chairman
Dana Sanchez	Assistant Secretary
Jamie Childers	Assistant Secretary
James Bovis	Assistant Secretary

Also present were:

Robert Nanni	District Manager
Sheila Diaz	Operations Manager
Christine Masters	ARC/DRC
Gerald Lynn	Government Liaison
Diana Cline	Residents Council
Numerous Residents	

The following is a summary of the discussions and actions taken at the November 20, 2019 Meadow Pointe II Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Cline called the meeting to order.

SECOND ORDER OF BUSINESS

Roll Call

Supervisors and staff introduced themselves, and a quorum was established.

THIRD ORDER OF BUSINESS

**Pledge of Allegiance/Moment of Silence
for our Fallen Service Members and First
Responders**

The Pledge of Allegiance was recited; a moment of silence was observed.

FOURTH ORDER OF BUSINESS

Additions or Corrections to the Agenda

The following additions were requested to be made to the Agenda:

- *Disposal of Two Parcels* under the *District Manager's Report*.
The record shall reflect Ms. Masters joined the meeting.
- *Scope of Services for the Project Manager* under *Action Items for Board Approval/Disapproval/Discussion*.

FIFTH ORDER OF BUSINESS

Audience Comments (Comments will be limited to three minutes.)

Hearing no comments from the audience, the next order of business followed.

SIXTH ORDER OF BUSINESS

Consent Agenda

- A. Minutes of the October 2, 2019 Meeting and Workshop, and October 16, 2019 Meeting**
- B. Financial Report as of October 31, 2019**
- C. Deed Restrictions**

Mr. Cline stated each Board member received a copy of the Consent Agenda, with the items as listed above and requested any additions, corrections or deletions.

There being none,

On MOTION by Ms. Childers, seconded by Mr. Bovis, with all in favor, the Consent Agenda, comprised of the Minutes of the October 2, 2019 Meeting and Workshop, October 16, 2019 Meeting, Financial Report as of October 31, 2019 and Deed Restrictions was approved.

SEVENTH ORDER OF BUSINESS

Non-Staff Reports

A. Law Enforcement

There being no report, the next item followed.

B. Residents Council

- The Visit with Santa is scheduled for December 22, 2019. There will be crafts.

C. Government Liaison

Mr. Lynn discussed the following:

- The County is concerned with the size of the marquis. Mr. Lynn will meet with them, and they would like the specifications.
- The Mansfield opening was discussed. The Board of County Commissioners has not approved this yet. They are concerned with control of the gate. Mr. Lynn will

meet with Commissioner Moore after Thanksgiving to discuss that and the sign issue.

EIGHTH ORDER OF BUSINESS

Reports

A. Architectural Review

<u>Case #</u>	<u>Village</u>	<u>Address</u>	<u>Request</u>	<u>Recommendation</u>
2019-158	Glenham	1731 Walcott	New Roof	Approved
2019-159	Iverson	1320 Baythorn	New Roof	Approved
2019-160	Wrencrest	30434 Wrencrest	New Roof	Approved
2019-161	Iverson	30743 Iverson	Paint Home	Approved
2019-162	Iverson	30923 Iverson	New Roof	Approved
2019-163	Colehaven	30422 Treyburn	New Roof	Approved
2019-164	Glenham	1731 Walcott	Paint Home	Approved
2019-165	Wrencrest	30548 Tremont	New Roof	See Below

- Under 2019-165, the Board is in favor of the second option, not the first one.

Mr. Picarelli MOVED to approve the Architectural Review Report as amended, and Mr. Bovis seconded the motion.

There being no further discussion,

On VOICE vote with Mr. Picarelli, Ms. Sanchez, Ms. Childers and Mr. Bovis voting aye, and Mr. Cline voting nay, the prior motion was approved.

- Ms. Masters discussed handling of return receipts with the mail carriers.
 - The mail carrier did sign the receipts, which affected 28 mailings and 19 cases.
 - Second letters will have to be re-sent, and Ms. Masters will meet with Ms. Diaz to go over the cases.
 - The post office will refund the District.

B. District Manager

i. Disposal of Two Parcels

- Two parcels require direction.
- The 7-Eleven parcel should be removed from the tax roll, via motion.

Mr. Picarelli MOVED to remove Tract 8, PID 33-26-20-0000-00100-0080 from the tax roll due to the fact that the land will be developed, and Ms. Childers seconded the motion.

Upon further discussion,

On VOICE vote, with all in favor, the prior motion was approved.

- The residential parcel is known as PID 33-26-20-0070-01000-0020, the vacant, burnt out lot in Iverson. There is a Quitclaim Deed.
- The Board may choose to allow the parcel to go to tax deed sale, as the District kept the parcel for maintenance purposes only.
- The District may continue maintaining the parcel until it sells.
- The assessments may be removed.
- This was discussed with Mr. Cohen.
- Mr. Nanni will contact the Assessment Specialist, who will true up the tax roll.
- The District does not own the parcel.

Ms. Sanchez MOVED that the CDD should not pay the tax bill on Parcel 33-26-20-0070-01000-0020, and Mr. Picarelli seconded the motion.

- Ms. Sanchez indicated the District should not pay the taxes, with the hope that someone will purchase and maintain the property.

There being no further discussion,

On VOICE vote, with all in favor, the prior motion was approved.

Mr. Nanni discussed miscellaneous items.

- Mr. Nanni sent Mr. Foran four quotes from tree removal contractors. Mr. Foran responded to the email and processed. Subcontractors may be hired, which is part of the bid package.

C. Operations Manager

Ms. Diaz presented her report for discussion, a copy of which is attached hereto and made part of the public record.

- The Board needs to approve the Facility Use Agreement for the 2020 Election Cycle.

On MOTION by Mr. Bovis, seconded by Mr. Picarelli, with all in favor, the Facility Use Agreement for the 2020 Election Cycle was approved.

- Internet billing for the Wi-Fi was discussed. Ms. Diaz will ensure the billing is correct.
- Cameras for Anand Vihar were discussed. A special assessment would have to be done. Mr. Nanni explained further.
 - Ms. Diaz should voice options to their Board.
 - The total number of homes would have to be determined.
 - The bond was broken out on the cameras per Village.
 - Mr. Bovis discussed streetlighting for Anand Vihar.
 - Mr. Nanni and Ms. Diaz will pursue further.
- Ms. Diaz presented an estimate from LMP to remove the roots between the Deer Run entrances on County Line Road in the amount of \$3,795.60.

Mr. Picarelli MOVED to accept the estimate from LMP to remove the roots and debris along the wall on County Line Road in order to allow for replanting in the amount of \$3,795.60, with work to be accomplished within two weeks after signature of the contract, and Ms. Sanchez seconded the motion.

Upon further discussion,

On VOICE vote with all in favor, the prior motion was approved.

NINTH ORDER OF BUSINESS**Action Items for Board
Approval/Disapproval/Discussion****A. Scope of Services for the Project Manager**

- The Board previously approved Mr. Foran to serve as Project Manager for the gates, roads and tree removal.
- The Board needs to stipulate exactly what he should be doing for each project.
- Mr. Cline presented a draft scope of services for discussion.
- Mr. Picarelli suggested the Board obtain an update from Mr. Foran at the completion of each project. He should update the Board at each meeting.

EIGHTH ORDER OF BUSINESS**Reports (Continued)****C. Operations Manager (Continued)**

- Ms. Diaz presented an estimate from LMP to install plant material at selected wall locations on County Line Road in the amount of \$4,373.50.
 - The estimate consists of 183-gallon Copper Leaf plants, Cypress Mulch, Filger and removal of a large amount of existing mulch.
 - The other estimate, which the Board approved, includes removal of mulch.
 - The Board concurred this estimate should be decreased.

NINTH ORDER OF BUSINESS**Action Items for Board
Approval/Disapproval/Discussion
(Continued)**

- Mr. Picarelli discussed moving forward with the pool and splash pad projects.
 - The different companies for installation of the splash pad should attend the next workshop.
 - A Performance Bond should be obtained.
 - Ms. Childers suggested renting the new pool for high school swim team practice.

TENTH ORDER OF BUSINESS**Supervisors' Remarks**

- Mr. Bovis discussed Wrencrest gates. The Board previously voted to end the contract. No other decisions have been made.
 - Law enforcement and the fire department will be made aware of how the District will handle access.
 - LMP will continue to maintain the area.

- Mr. Cohen sent a letter to Meadow Pointe III's attorney, with a copy to the management company.
- Use of the remotes will stop as of February 6, 2020.

ELEVENTH ORDER OF BUSINESS

Audience Comments (Comments will be limited to three minutes.)

Residents commented on the following items:

- Service codes for gates.
- Purchase of the property in Iverson.
- Wrencrest gate signage.
- Wi-Fi bills.
- Cameras.


TWELFTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Ms. Sanchez, seconded by Mr. Picarelli, with all in favor, the meeting was adjourned at approximately 7:57 p.m.

Robert Nanni
Secretary



Michael Cline
Chairman

Meadow Pointe II Community Development District

Board of Supervisors

Michael Cline, Chairman
John Picarelli, Vice Chairman
Dana Sanchez, Assistant Secretary
Jamie Childers, Assistant Secretary
James Bovis, Assistant Secretary

Robert Nanni, District Manager
Andrew Cohen, District Counsel
Brad Foran, District Engineer

Revised Meeting Agenda Wednesday, November 20, 2019 – 6:30 p.m.

- 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. Consent Agenda**
 - A. Minutes of the October 2, 2019 Meeting and Workshop, and October 16, 2019 Meeting
 - B. Financial Report as of October 31, 2019
 - C. Deed Restrictions
- 7. Non-Staff Reports**
 - A. Law Enforcement
 - B. Residents Council
 - C. Government Liaison
- 8. Reports**
 - A. Architectural Review
 - B. District Manager
 - i. Disposal of Two Parcels
 - C. Operations Manager
- 9. Action Items for Board Approval/Disapproval/Discussion**
 - A. Scope of Services for the Project Manager
- 10. Supervisors' Remarks**
- 11. Audience Comments (Comments will be limited to three minutes.)**
- 12. Adjournment**

The next meeting is scheduled for Wednesday, December 4, 2019 at 6:30 p.m.

Inframark

2654 Cypress Ridge Boulevard, Suite 101
Wesley Chapel, Florida 33544
(813) 991-1109

Meadow Pointe II Clubhouse

30051 County Line Road
Wesley Chapel, Florida 33543
(813) 991-5016





MEADOW POINTE II CDD CDD MEETING SIGN-IN-SHEET

Meeting Date: November 20, 2019

Please clearly print your name, address, and village below:

PRINT NAME:

ADDRESS and VILLAGE:

WISH TO SPEAK:

Kelly Wright

Leeson

no

GEORGE NEUENDORF

LONG LEAF

2

Rick Koloski

long leaf

66

GERALD LYNN

LOGGING WORK

Earl & Sheryl Jeep

Manor Isle

No

Kathy & Larry Jimerer

Wincrest

NO

Prof Watherton

Long Leaf

NO

DIANA Cline

Deer Run

Y-NIC

MEADOW POINTE II
Community Development District

Financial Report

October 31, 2019

Prepared by



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MEADOW POINTE II
Community Development District

Financial Statements

(Unaudited)

October 31, 2019

Balance Sheet
October 31, 2019

ACCOUNT DESCRIPTION	GENERAL FUND (001)	DEED RESTRICTION ENFORCEMENT FUND	GENERAL FUND - CHARLESWORTH (003)	GENERAL FUND - COLEHAVEN (004)	GENERAL FUND - COVINA KEY (005)	GENERAL FUND - GLENHAM (006)	GENERAL FUND - IVERSON (007)	GENERAL FUND - LETTINGWELL (008)
ASSETS								
Cash - Checking Account	\$ 319,134	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Acct Receivable-Returned Items	320	-	-	-	-	-	-	-
Assessments Receivable	927	-	-	-	-	-	-	-
Allow-Doubtful Collections	(36,871)	-	-	-	-	-	-	-
Notes Receivable-Non-Current	36,871	-	-	-	-	-	-	-
Due From Other Funds	-	63,010	229,505	76,999	285,953	54,674	221,652	2,142
Investments:								
Certificates of Deposit - 12 Months	158,677	-	-	-	-	-	-	-
Certificates of Deposit - 18 Months	211,348	-	-	-	-	-	-	-
Money Market Account	4,110,997	-	-	-	-	-	-	-
Construction Fund	-	-	-	-	-	-	-	-
Interest Account	-	-	-	-	-	-	-	-
Reserve Fund	-	-	-	-	-	-	-	-
Prepaid Items	816	-	-	-	-	-	-	-
Deposits	10,000	-	-	-	-	-	-	-
Utility Deposits - TECO	29,950	-	-	-	-	-	-	-
TOTAL ASSETS	\$ 5,142,169	\$ 63,010	\$ 229,505	\$ 76,999	\$ 285,953	\$ 54,674	\$ 221,652	\$ 2,142
LIABILITIES								
Accounts Payable	\$ 17,959	\$ 334	\$ -	\$ -	\$ -	\$ -	\$ 170	\$ 164
Accrued Expenses	32,701	-	-	55	55	55	55	45
Deposits	22,475	-	-	-	-	-	-	-
Deferred Revenue	927	-	-	-	-	-	-	-
Due To Other Funds	2,773,960	-	-	-	-	-	-	-
TOTAL LIABILITIES	2,848,022	334	-	55	55	55	225	209

Balance Sheet
October 31, 2019

ACCOUNT DESCRIPTION	GENERAL FUND (001)	DEED RESTRICTION ENFORCEMENT FUND	GENERAL FUND - CHARLESWORTH (003)	GENERAL FUND - COLEHAVEN (004)	GENERAL FUND - COVINA KEY (005)	GENERAL FUND - GLENHAM (006)	GENERAL FUND - IVERSON (007)	GENERAL FUND - LETTINGWELL (008)
FUND BALANCES								
Nonspendable:								
Prepaid Items	816	-	-	-	-	-	-	-
Deposits	29,950	-	-	-	-	-	-	-
Restricted for:								
Debt Service	-	-	-	-	-	-	-	-
Capital Projects	-	-	-	-	-	-	-	-
Assigned to:								
Operating Reserves	437,943	15,651	12,307	2,563	13,966	-	14,982	2,177
Reserves - Ponds	264,053	-	-	-	-	-	-	-
Reserves-Renewal & Replacement	618,412	-	-	-	-	-	-	-
Reserves - Roadways	-	-	149,423	51,450	145,343	28,511	147,949	-
Reserves - Sidewalks	-	-	15,660	2,374	3,293	804	2,796	-
Unassigned:	942,973	47,025	52,115	20,557	123,296	25,304	55,700	(244)
TOTAL FUND BALANCES	\$ 2,294,147	\$ 62,676	\$ 229,505	\$ 76,944	\$ 285,898	\$ 54,619	\$ 221,427	\$ 1,933
TOTAL LIABILITIES & FUND BALANCES	\$ 5,142,169	\$ 63,010	\$ 229,505	\$ 76,999	\$ 285,953	\$ 54,674	\$ 221,652	\$ 2,142

Balance Sheet
October 31, 2019

ACCOUNT DESCRIPTION	GENERAL FUND - LONGLEAF (009)	GENERAL FUND - MANOR ISLE (010)	GENERAL FUND - SEDGWICK (011)	GENERAL FUND - TULLAMORE (012)	GENERAL FUND - VERMILLION (013)	GENERAL FUND - WRENCREST (014)	2018 DEBT SERVICE FUND	2018 CONSTRUCTION FUND	TOTAL
ASSETS									
Cash - Checking Account	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 319,134
Acct Receivable-Returned Items	-	-	-	-	-	-	-	-	320
Assessments Receivable	-	-	-	-	-	-	-	-	927
Allow-Doubtful Collections	-	-	-	-	-	-	-	-	(36,871)
Notes Receivable-Non-Current	-	-	-	-	-	-	-	-	36,871
Due From Other Funds	284,078	456,660	223,966	196,009	232,001	447,311	-	-	2,773,960
Investments:									
Certificates of Deposit - 12 Months	-	-	-	-	-	-	-	-	158,677
Certificates of Deposit - 18 Months	-	-	-	-	-	-	-	-	211,348
Money Market Account	-	-	-	-	-	-	-	-	4,110,997
Construction Fund	-	-	-	-	-	-	-	6,236,389	6,236,389
Interest Account	-	-	-	-	-	-	152,528	-	152,528
Reserve Fund	-	-	-	-	-	-	303,211	-	303,211
Prepaid Items	-	-	-	-	-	-	-	-	816
Deposits	-	-	-	-	-	-	-	-	10,000
Utility Deposits - TECO	-	-	-	-	-	-	-	-	29,950
TOTAL ASSETS	\$ 284,078	\$ 156,660	\$ 223,966	\$ 196,009	\$ 232,001	\$ 447,311	\$ 455,739	\$ 6,236,389	\$ 14,308,257
LIABILITIES									
Accounts Payable	\$ 590	\$ -	\$ -	\$ -	\$ -	\$ 208	\$ -	\$ -	\$ 19,425
Accrued Expenses	-	55	55	55	55	-	-	-	33,186
Deposits	-	-	-	-	-	-	-	-	22,475
Deferred Revenue	-	-	-	-	-	-	-	-	927
Due To Other Funds	-	-	-	-	-	-	-	-	2,773,960
TOTAL LIABILITIES	590	55	55	55	55	208	-	-	2,849,973

Balance Sheet
October 31, 2019

ACCOUNT DESCRIPTION	GENERAL FUND - LONGBLEAF (009)	GENERAL FUND - MANOR ISLE (010)	GENERAL FUND - SEDGWICK (011)	GENERAL FUND - TULLAMORE (012)	GENERAL FUND - VERMILLION (013)	GENERAL FUND - WRENCREST (014)	2018 DEBT SERVICE FUND	2018 CONSTRUCTION FUND	TOTAL
FUND BALANCES									
Nonspendable:									
Prepaid Items	-	-	-	-	-	-	-	-	816
Deposits	-	-	-	-	-	-	-	-	29,950
Restricted for:									
Debt Service	-	-	-	-	-	-	455,739	-	455,739
Capital Projects	-	-	-	-	-	-	-	6,236,389	6,236,389
Assigned to:									
Operating Reserves	23,310	9,286	10,435	10,939	12,657	27,307	-	-	593,523
Reserves - Ponds	-	-	-	-	-	-	-	-	264,053
Reserves-Renewal & Replacement	-	-	-	-	-	-	-	-	618,412
Reserves - Roadways	140,858	75,409	113,703	77,230	132,898	220,344	-	-	1,283,118
Reserves - Sidewalks	12,986	2,058	9,140	15,251	1,936	2,165	-	-	68,463
Unassigned:	106,334	69,852	90,633	92,534	84,455	197,287	-	-	1,907,821
TOTAL FUND BALANCES	\$ 283,488	\$ 156,605	\$ 223,911	\$ 195,954	\$ 231,946	\$ 447,103	\$ 455,739	\$ 6,236,389	\$ 11,458,284
TOTAL LIABILITIES & FUND BALANCES	\$ 284,078	\$ 156,660	\$ 223,966	\$ 196,009	\$ 232,001	\$ 447,311	\$ 455,739	\$ 6,236,389	\$ 14,308,257

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-19 ACTUAL	OCT-19 BUDGET	VARIANCE (\$) FAV(UNFAV)
REVENUES								
Interest - Investments	\$ 8,000	\$ 667	\$ 14	\$ (653)	0.18%	\$ 13	\$ 667	\$ 654
Garbage/Solid Waste Revenue	151,330	-	-	-	0.00%	-	-	-
Special Assmnts- Tax Collector	1,581,016	-	-	-	0.00%	-	-	-
Special Assmnts- Discounts	(69,294)	-	-	-	0.00%	-	-	-
Other Miscellaneous Revenues	10,000	833	627	(206)	6.27%	627	833	206
Gate Bar Code/Remotes	4,000	333	377	44	9.43%	377	333	(44)
Access Cards	3,000	250	206	(44)	6.87%	206	250	44
TOTAL REVENUES	1,688,052	2,083	1,224	(859)	0.07%	1,223	2,083	860

EXPENDITURES

Administration

P/R-Board of Supervisors	24,000	2,000	1,800	200	7.50%	1,800	2,000	(200)
FICA Taxes	1,836	153	138	15	7.52%	138	153	(15)
ProfServ-Engineering	30,000	2,500	-	2,500	0.00%	-	2,500	(2,500)
ProfServ-Legal Services	45,000	3,750	-	3,750	0.00%	-	3,750	(3,750)
ProfServ-Mgmt Consulting Serv	70,034	5,836	6,086	(250)	8.69%	6,086	5,836	250
ProfServ-Property Appraiser	150	150	-	150	0.00%	-	150	(150)
ProfServ-Trustee Fees	3,500	292	-	292	0.00%	-	292	(292)
ProfServ-Web Site Maintenance	6,000	500	-	500	0.00%	-	500	(500)
Auditing Services	4,400	-	-	-	0.00%	-	-	-
Postage and Freight	1,000	83	76	7	7.60%	76	83	(7)
Insurance - General Liability	35,417	35,417	35,562	(145)	100.41%	35,562	35,417	145
Printing and Binding	1,000	83	138	(55)	13.80%	138	83	55
Legal Advertising	1,000	83	-	83	0.00%	-	83	(83)
Miscellaneous Services	1,300	108	101	7	7.77%	101	108	(7)
Misc-Assessmnt Collection Cost	31,620	-	-	-	0.00%	-	-	-
Misc-Supervisor Expenses	850	71	-	71	0.00%	-	71	(71)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-19 ACTUAL	OCT-19 BUDGET	VARIANCE (\$) FAV(UNFAV)
Office Supplies	200	17	81	(64)	40.50%	81	17	64
Annual District Filing Fee	175	175	175	-	100.00%	175	175	-
Total Administration	257,482	51,218	44,157	7,061	17.15%	44,157	51,218	(7,061)
Field								
Contracts-Security Services	75,000	6,250	4,800	1,450	6.40%	4,800	6,250	(1,450)
Contracts-Security Alarms	600	50	43	7	7.17%	43	50	(7)
R&M-General	13,200	1,100	1,005	95	7.61%	1,005	1,100	(95)
Misc-Animal Trapper	250	250	-	250	0.00%	-	250	(250)
Misc-Contingency	3,000	250	19	231	0.63%	19	250	(231)
Total Field	92,050	7,900	5,867	2,033	6.37%	5,867	7,900	(2,033)
Landscape Services								
ProfServ-Landscape Architect	10,080	840	840	-	8.33%	840	840	-
Contracts-Landscape	134,760	11,230	11,421	(191)	8.48%	11,421	11,230	191
Contracts-Irrigation	13,608	1,134	1,134	-	8.33%	1,134	1,134	-
R&M-Irrigation	10,000	833	-	833	0.00%	-	833	(833)
R&M-Landscape Renovations	20,000	1,667	-	1,667	0.00%	-	1,667	(1,667)
R&M-Mulch	16,400	-	-	-	0.00%	-	-	-
R&M-Trees and Trimming	5,000	417	-	417	0.00%	-	417	(417)
R&M-Annals	15,000	-	-	-	0.00%	-	-	-
Total Landscape Services	224,848	16,121	13,395	2,726	5.96%	13,395	16,121	(2,726)
Utilities								
Contracts-Solid Waste Services	142,250	11,854	11,088	766	7.79%	11,088	11,854	(766)
Utility - General	1,500	125	650	(525)	43.33%	650	125	525
Electricity - Streetlighting	210,000	17,500	17,500	-	8.33%	17,500	17,500	-
Utility - Reclaimed Water	14,700	1,225	750	475	5.10%	750	1,225	(475)
Misc-Property Taxes	3,300	3,300	-	3,300	0.00%	-	3,300	(3,300)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-19 ACTUAL	OCT-19 BUDGET	VARIANCE (\$) FAV(UNFAV)
Misc-Assessmnt Collection Cost	3,027	-	-	-	0.00%	-	-	-
Total Utilities	374,777	34,004	29,988	4,016	8.00%	29,988	34,004	(4,016)
<u>Lakes and Ponds</u>								
Contracts-Lakes	58,000	4,833	4,920	(87)	8.48%	4,920	4,833	87
R&M-Mitigation	1,000	-	-	-	0.00%	-	-	-
R&M-Ponds	45,000	3,750	-	3,750	0.00%	-	3,750	(3,750)
Reserve - Ponds	5,000	-	-	-	0.00%	-	-	-
Total Lakes and Ponds	109,000	8,583	4,920	3,663	4.51%	4,920	8,583	(3,663)
<u>Parks and Recreation - General</u>								
ProfServ-Info Technology	10,000	833	1,932	(1,099)	19.32%	1,932	833	1,099
Contracts-Pools	21,200	1,767	1,567	200	7.39%	1,567	1,767	(200)
Communication - Telephone	8,700	725	686	39	7.89%	686	725	(39)
Utility - General	1,500	125	-	125	0.00%	-	125	(125)
Utility - Water & Sewer	4,725	394	300	94	6.35%	300	394	(94)
Electricity - Rec Center	18,000	1,500	1,250	250	6.94%	1,250	1,500	(250)
Lease - Copier	3,600	300	303	(3)	8.42%	303	300	3
R&M-Clubhouse	13,000	1,083	382	701	2.94%	382	1,083	(701)
R&M-Court Maintenance	5,000	417	153	264	3.06%	153	417	(264)
R&M-Pools	5,000	417	810	(393)	16.20%	810	417	393
R&M-Fitness Equipment	4,500	375	160	215	3.56%	160	375	(215)
R&M-Playground	4,200	350	-	350	0.00%	-	350	(350)
Misc-Clubhouse Activities	3,000	250	-	250	0.00%	-	250	(250)
Misc-Contingency	2,000	167	-	167	0.00%	-	167	(167)
Office Supplies	2,500	208	89	119	3.56%	89	208	(119)
Op Supplies - General	20,000	1,667	710	957	3.55%	710	1,667	(957)
Op Supplies - Fuel, Oil	6,000	500	537	(37)	8.95%	537	500	37
Cleaning Supplies	2,500	208	58	150	2.32%	58	208	(150)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-19 ACTUAL	OCT-19 BUDGET	VARIANCE (\$) FAV(UNFAV)
Cap Outlay - Pool Furniture	1,500	-	-	-	0.00%	-	-	-
Total Parks and Recreation - General	136,925	11,286	8,937	2,349	6.53%	8,937	11,286	(2,349)
Personnel								
Payroll-Maintenance	414,830	34,569	24,825	9,744	5.98%	24,825	34,569	(9,744)
Payroll-Benefits	4,500	375	281	94	6.24%	281	375	(94)
FICA Taxes	31,734	2,645	1,922	723	6.06%	1,922	2,645	(723)
Workers' Compensation	31,506	2,626	-	2,626	0.00%	-	2,626	(2,626)
Unemployment Compensation	2,000	167	-	167	0.00%	-	167	(167)
ProfServ-Human Resources	900	75	75	-	8.33%	75	75	-
Op Supplies - Uniforms	6,500	542	549	(7)	8.45%	549	542	7
Subscriptions and Memberships	1,000	1,000	34	966	3.40%	34	1,000	(966)
Total Personnel	492,970	41,999	27,686	14,313	5.62%	27,686	41,999	(14,313)
TOTAL EXPENDITURES	1,688,052	171,111	134,950	36,161	7.99%	134,950	171,111	(36,161)
Excess (deficiency) of revenues Over (under) expenditures	-	(169,028)	(133,726)	35,302	0.00%	(133,727)	(169,028)	(35,301)
Net change in fund balance	\$ -	\$ (169,028)	\$ (133,726)	\$ 35,302	0.00%	\$ (133,727)	\$ (169,028)	\$ (35,301)
FUND BALANCE, BEGINNING (OCT 1, 2019)	2,427,873	2,427,873	2,427,873					
FUND BALANCE, ENDING	\$ 2,427,873	\$ 2,258,845	\$ 2,294,147					

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-19 ACTUAL	OCT-19 BUDGET	VARIANCE (\$) FAV(UNFAV)
REVENUES								
Interest - Investments	\$ 1,100	\$ 92	\$ 213	\$ 121	19.36%	\$ 213	\$ 92	\$ (121)
Special Assmnts- Tax Collector	33,940	-	-	-	0.00%	-	-	-
Special Assmnts- Discounts	(1,358)	-	-	-	0.00%	-	-	-
Settlements	5,000	417	325	(92)	6.50%	325	417	92
TOTAL REVENUES	38,682	509	538	29	1.39%	538	509	(29)
EXPENDITURES								
Administration								
Payroll-Salaries	29,484	2,457	2,099	358	7.12%	2,099	2,457	(358)
FICA Taxes	2,256	188	138	50	6.12%	138	188	(50)
ProfServ-Legal Services	10,000	833	-	833	0.00%	-	833	(833)
ProfServ-Mgmt Consulting Serv	2,163	180	180	-	8.32%	180	180	-
Postage and Freight	2,500	208	97	111	3.88%	97	208	(111)
Misc-Assessmnt Collection Cost	679	-	-	-	0.00%	-	-	-
Office Supplies	1,600	133	74	59	4.63%	74	133	(59)
Total Administration	48,682	3,999	2,588	1,411	5.32%	2,588	3,999	(1,411)
TOTAL EXPENDITURES	48,682	3,999	2,588	1,411	5.32%	2,588	3,999	(1,411)
Excess (deficiency) of revenues Over (under) expenditures	(10,000)	(3,490)	(2,050)	1,440	20.50%	(2,050)	(3,490)	(1,440)
OTHER FINANCING SOURCES (USES)								
Contribution to (Use of) Fund Balance	(10,000)	-	-	-	0.00%	-	-	-
TOTAL FINANCING SOURCES (USES)	(10,000)	-	-	-	0.00%	-	-	-
Net change in fund balance	\$ (10,000)	\$ (3,490)	\$ (2,050)	\$ 1,440	20.50%	\$ (2,050)	\$ (3,490)	\$ (1,440)
FUND BALANCE, BEGINNING (OCT 1, 2019)	64,726	64,726	64,726					
FUND BALANCE, ENDING	\$ 54,726	\$ 61,236	\$ 62,676					

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-19 ACTUAL	OCT-19 BUDGET	VARIANCE (\$) FAV(UNFAV)
REVENUES								
Interest - Investments	\$ 2,000	\$ 167	\$ 462	\$ 295	23.10%	\$ 462	\$ 167	\$ (295)
Special Assmnts- Tax Collector	22,362	-	-	-	0.00%	-	-	-
Special Assmnts- Discounts	(894)	-	-	-	0.00%	-	-	-
TOTAL REVENUES	23,468	167	462	295	1.97%	462	167	(295)
EXPENDITURES								
Field								
Payroll-Village Gate Personnel	1,000	83	33	50	3.30%	33	83	(50)
FICA Taxes	77	6	3	3	3.90%	3	6	(3)
Contracts-Gates	490	41	-	41	0.00%	-	41	(41)
Communication - Telephone	120	10	-	10	0.00%	-	10	(10)
R&M-Gate	2,220	185	-	185	0.00%	-	185	(185)
R&M-Sidewalks	1	1	-	1	0.00%	-	1	(1)
R&M-Tree Removal	1	1	-	1	0.00%	-	1	(1)
Misc-Assessmnt Collection Cost	447	-	-	-	0.00%	-	-	-
Misc-Contingency	530	44	-	44	0.00%	-	44	(44)
Reserve - Roadways	14,500	-	-	-	0.00%	-	-	-
Reserve - Sidewalks	4,082	-	-	-	0.00%	-	-	-
Total Field	23,468	371	36	335	0.15%	36	371	(335)
TOTAL EXPENDITURES	23,468	371	36	335	0.15%	36	371	(335)
Excess (deficiency) of revenues Over (under) expenditures	-	(204)	426	630	0.00%	426	(204)	(630)
Net change in fund balance	\$ -	\$ (204)	\$ 426	\$ 630	0.00%	\$ 426	\$ (204)	\$ (630)
FUND BALANCE, BEGINNING (OCT 1, 2019)	229,078	229,078	229,078					
FUND BALANCE, ENDING	\$ 229,078	\$ 228,874	\$ 229,504					

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-19 ACTUAL	OCT-19 BUDGET	VARIANCE (\$) FAV(UNFAV)
REVENUES								
Interest - Investments	\$ 500	\$ 42	\$ 105	\$ 63	21.00%	\$ 107	\$ 42	\$ (65)
Special Assmnts- Tax Collector	7,239	603	-	(603)	0.00%	-	603	603
Special Assmnts- Discounts	(290)	-	-	-	0.00%	-	-	-
TOTAL REVENUES	7,449	645	105	(540)	1.41%	107	645	538
EXPENDITURES								
Field								
Payroll-Village Gate Personnel	1,000	83	43	40	4.30%	43	83	(40)
FICA Taxes	77	6	3	3	3.90%	3	6	(3)
Contracts-Gates	350	29	-	29	0.00%	-	29	(29)
Communication - Telephone	125	10	54	(44)	43.20%	54	10	44
R&M-Gate	1,000	83	-	83	0.00%	-	83	(83)
R&M-Sidewalks	1	-	-	-	0.00%	-	-	-
R&M-Tree Removal	1	-	-	-	0.00%	-	-	-
Misc-Assessmnt Collection Cost	145	-	-	-	0.00%	-	-	-
Misc-Contingency	190	16	-	16	0.00%	-	16	(16)
Reserve - Roadways	4,000	-	-	-	0.00%	-	-	-
Reserve - Sidewalks	560	-	-	-	0.00%	-	-	-
Total Field	7,449	227	100	127	1.34%	100	227	(127)
TOTAL EXPENDITURES	7,449	227	100	127	1.34%	100	227	(127)
Excess (deficiency) of revenues Over (under) expenditures	-	418	5	(413)	0.00%	7	418	411
Net change in fund balance	\$ -	\$ 418	\$ 5	\$ (413)	0.00%	\$ 7	\$ 418	\$ 411
FUND BALANCE, BEGINNING (OCT 1, 2019)	76,939	76,939	76,939					
FUND BALANCE, ENDING	\$ 76,939	\$ 77,357	\$ 76,944					

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-19 ACTUAL	OCT-19 BUDGET	VARIANCE (\$) FAV(UNFAV)
REVENUES								
Interest - Investments	\$ 2,000	\$ 167	\$ 627	\$ 460	31.35%	\$ 627	\$ 167	\$ (460)
Special Assmnts- Tax Collector	25,618	-	-	-	0.00%	-	-	-
Special Assmnts- Discounts	(1,025)	-	-	-	0.00%	-	-	-
TOTAL REVENUES	26,593	167	627	460	2.36%	627	167	(460)
EXPENDITURES								
Field								
Payroll-Village Gate Personnel	1,000	83	66	17	6.60%	66	83	(17)
FICA Taxes	77	6	5	1	6.49%	5	6	(1)
Contracts-Gates	350	29	-	29	0.00%	-	29	(29)
Communication - Telephone	200	17	43	(26)	21.50%	43	17	26
R&M-Gate	3,200	267	170	97	5.31%	170	267	(97)
R&M-Sidewalks	1	1	-	1	0.00%	-	1	(1)
R&M-Tree Removal	1	1	-	1	0.00%	-	1	(1)
Misc-Assessmnt Collection Cost	512	-	-	-	0.00%	-	-	-
Misc-Contingency	5,950	496	-	496	0.00%	-	496	(496)
Reserve - Roadways	15,302	-	-	-	0.00%	-	-	-
Total Field	26,593	900	284	616	1.07%	284	900	(616)
TOTAL EXPENDITURES	26,593	900	284	616	1.07%	284	900	(616)
Excess (deficiency) of revenues Over (under) expenditures	-	(733)	343	1,076	0.00%	343	(733)	(1,076)
Net change in fund balance	\$ -	\$ (733)	\$ 343	\$ 1,076	0.00%	\$ 343	\$ (733)	\$ (1,076)
FUND BALANCE, BEGINNING (OCT 1, 2019)	285,555	285,555	285,555					
FUND BALANCE, ENDING	\$ 285,555	\$ 284,822	\$ 285,898					

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-19 ACTUAL	OCT-19 BUDGET	VARIANCE (\$) FAV(UNFAV)
REVENUES								
Interest - Investments	\$ 400	\$ 33	\$ 47	\$ 14	11.75%	\$ 47	\$ 33	\$ (14)
Special Assmnts- Tax Collector	8,956	-	-	-	0.00%	-	-	-
Special Assmnts- Discounts	(358)	-	-	-	0.00%	-	-	-
TOTAL REVENUES	8,998	33	47	14	0.52%	47	33	(14)
EXPENDITURES								
Field								
Payroll-Village Gate Personnel	1,000	83	55	28	5.50%	55	83	(28)
FICA Taxes	77	6	4	2	5.19%	4	6	(2)
Contracts-Gates	350	29	-	29	0.00%	-	29	(29)
Communication - Telephone	550	46	52	(6)	9.45%	52	46	6
R&M-Gate	2,148	179	955	(776)	44.46%	955	179	776
R&M-Sidewalks	1	1	-	1	0.00%	-	1	(1)
R&M-Tree Removal	1	1	-	1	0.00%	-	1	(1)
Misc-Assessmnt Collection Cost	179	-	-	-	0.00%	-	-	-
Misc-Contingency	270	23	-	23	0.00%	-	23	(23)
Reserve - Roadways	4,020	4,020	-	4,020	0.00%	-	4,020	(4,020)
Reserve - Sidewalks	402	402	-	402	0.00%	-	402	(402)
Total Field	8,998	4,790	1,066	3,724	11.85%	1,066	4,790	(3,724)
TOTAL EXPENDITURES	8,998	4,790	1,066	3,724	11.85%	1,066	4,790	(3,724)
Excess (deficiency) of revenues Over (under) expenditures	-	(4,757)	(1,019)	3,738	0.00%	(1,019)	(4,757)	(3,738)
Net change in fund balance	\$ -	\$ (4,757)	\$ (1,019)	\$ 3,738	0.00%	\$ (1,019)	\$ (4,757)	\$ (3,738)
FUND BALANCE, BEGINNING (OCT 1, 2019)	55,638	55,638	55,638					
FUND BALANCE, ENDING	\$ 55,638	\$ 50,881	\$ 54,619					

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-19 ACTUAL	OCT-19 BUDGET	VARIANCE (\$) FAV(UNFAV)
REVENUES								
Interest - Investments	\$ 1,500	\$ 125	\$ 308	\$ 183	20.53%	\$ 308	\$ 125	\$ (183)
Special Assmnts- Tax Collector	22,435	-	-	-	0.00%	-	-	-
Special Assmnts- Discounts	(897)	-	-	-	0.00%	-	-	-
TOTAL REVENUES	23,038	125	308	183	1.34%	308	125	(183)
EXPENDITURES								
Field								
Payroll-Village Gate Personnel	1,000	83	49	34	4.90%	49	83	(34)
FICA Taxes	77	6	4	2	5.19%	4	6	(2)
Contracts-Gates	350	29	-	29	0.00%	-	29	(29)
Communication - Telephone	150	13	54	(41)	36.00%	54	13	41
R&M-Gate	2,700	225	955	(730)	35.37%	955	225	730
R&M-Sidewalks	1	1	-	1	0.00%	-	1	(1)
R&M-Tree Removal	1	1	-	1	0.00%	-	1	(1)
Misc-Assessmnt Collection Cost	990	-	-	-	0.00%	-	-	-
Misc-Contingency	2,390	199	-	199	0.00%	-	199	(199)
Reserve - Roadways	13,981	13,981	-	13,981	0.00%	-	13,981	(13,981)
Reserve - Sidewalks	1,398	1,398	-	1,398	0.00%	-	1,398	(1,398)
Total Field	23,038	15,936	1,062	14,874	4.61%	1,062	15,936	(14,874)
TOTAL EXPENDITURES	23,038	15,936	1,062	14,874	4.61%	1,062	15,936	(14,874)
Excess (deficiency) of revenues Over (under) expenditures	-	(15,811)	(754)	15,057	0.00%	(754)	(15,811)	(15,057)
Net change in fund balance	\$ -	\$ (15,811)	\$ (754)	\$ 15,057	0.00%	\$ (754)	\$ (15,811)	\$ (15,057)
FUND BALANCE, BEGINNING (OCT 1, 2019)	222,181	222,181	222,181					
FUND BALANCE, ENDING	\$ 222,181	\$ 206,370	\$ 221,427					

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-19 ACTUAL	OCT-19 BUDGET	VARIANCE (\$) FAV(UNFAV)
REVENUES								
Interest - Investments	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -
Special Assmnts- Tax Collector	17,630	-	-	-	0.00%	-	-	-
Special Assmnts- Discounts	(705)	-	-	-	0.00%	-	-	-
TOTAL REVENUES	16,925	-	-	-	0.00%	-	-	-
EXPENDITURES								
Field								
Payroll-Village Gate Personnel	1,000	83	74	9	7.40%	74	83	(9)
FICA Taxes	77	6	6	-	7.79%	6	6	-
Contracts-Gates	350	29	-	29	0.00%	-	29	(29)
Communication - Telephone	1,000	83	-	83	0.00%	-	83	(83)
R&M-Gate	6,000	500	-	500	0.00%	-	500	(500)
R&M-Sidewalks	1	1	-	1	0.00%	-	1	(1)
R&M-Tree Removal	1	1	-	1	0.00%	-	1	(1)
Misc-Assessmnt Collection Cost	353	-	-	-	0.00%	-	-	-
Misc-Contingency	1,630	136	164	(28)	10.06%	164	136	28
Reserve - Roadways	3,966	3,966	-	3,966	0.00%	-	3,966	(3,966)
Reserve - Sidewalks	2,547	2,547	-	2,547	0.00%	-	2,547	(2,547)
Total Field	16,925	7,352	244	7,108	1.44%	244	7,352	(7,108)
TOTAL EXPENDITURES	16,925	7,352	244	7,108	1.44%	244	7,352	(7,108)
Excess (deficiency) of revenues Over (under) expenditures	-	(7,352)	(244)	7,108	0.00%	(244)	(7,352)	(7,108)
Net change in fund balance	\$ -	\$ (7,352)	\$ (244)	\$ 7,108	0.00%	\$ (244)	\$ (7,352)	\$ (7,108)
FUND BALANCE, BEGINNING (OCT 1, 2019)	2,177	2,177	2,177					
FUND BALANCE, ENDING	\$ 2,177	\$ (5,175)	\$ 1,933					

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-19 ACTUAL	OCT-19 BUDGET	VARIANCE (\$) FAV(UNFAV)
REVENUES								
Interest - Investments	\$ 1,500	\$ 125	\$ 390	\$ 265	26.00%	\$ 391	\$ 125	\$ (266)
Special Assmnts- Tax Collector	65,492	-	-	-	0.00%	-	-	-
Special Assmnts- Discounts	(2,620)	-	-	-	0.00%	-	-	-
TOTAL REVENUES	64,372	125	390	265	0.61%	391	125	(266)
EXPENDITURES								
Field								
Payroll-Village Gate Personnel	1,000	83	84	(1)	8.40%	84	83	1
FICA Taxes	77	6	6	-	7.79%	6	6	-
Contracts-Gates	490	41	-	41	0.00%	-	41	(41)
Communication - Telephone	800	67	-	67	0.00%	-	67	(67)
R&M-Gate	9,900	825	760	65	7.68%	760	825	(65)
R&M-Sidewalks	1	1	-	1	0.00%	-	1	(1)
R&M-Tree Removal	1	1	-	1	0.00%	-	1	(1)
Misc-Assessmnt Collection Cost	1,310	-	-	-	0.00%	-	-	-
Misc-Contingency	34,370	2,864	-	2,864	0.00%	-	2,864	(2,864)
Reserve - Roadways	9,930	9,930	-	9,930	0.00%	-	9,930	(9,930)
Reserve - Sidewalks	6,493	6,493	-	6,493	0.00%	-	6,493	(6,493)
Total Field	64,372	20,311	850	19,461	1.32%	850	20,311	(19,461)
TOTAL EXPENDITURES	64,372	20,311	850	19,461	1.32%	850	20,311	(19,461)
Excess (deficiency) of revenues Over (under) expenditures	-	(20,186)	(460)	19,726	0.00%	(459)	(20,186)	(19,727)
Net change in fund balance	\$ -	\$ (20,186)	\$ (460)	\$ 19,726	0.00%	\$ (459)	\$ (20,186)	\$ (19,727)
FUND BALANCE, BEGINNING (OCT 1, 2019)	283,948	283,948	283,948					
FUND BALANCE, ENDING	\$ 283,948	\$ 263,762	\$ 283,488					

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-19 ACTUAL	OCT-19 BUDGET	VARIANCE (\$) FAV(UNFAV)
REVENUES								
Interest - Investments	\$ 1,500	\$ 125	\$ 293	\$ 168	19.53%	\$ 293	\$ 125	\$ (168)
Special Assmnts- Tax Collector	20,971	-	-	-	0.00%	-	-	-
Special Assmnts- Discounts	(839)	-	-	-	0.00%	-	-	-
TOTAL REVENUES	21,632	125	293	168	1.35%	293	125	(168)
EXPENDITURES								
Field								
Payroll-Village Gate Personnel	1,000	83	35	48	3.50%	35	83	(48)
FICA Taxes	77	6	3	3	3.90%	3	6	(3)
Contracts-Gates	350	29	-	29	0.00%	-	29	(29)
Communication - Telephone	450	38	54	(16)	12.00%	54	38	16
R&M-Gate	1,750	146	785	(639)	44.86%	785	146	639
R&M-Sidewalks	1	1	-	1	0.00%	-	1	(1)
R&M-Tree Removal	1	1	-	1	0.00%	-	1	(1)
Misc-Assessmnt Collection Cost	419	-	-	-	0.00%	-	-	-
Misc-Contingency	10,090	841	-	841	0.00%	-	841	(841)
Reserve - Roadways	6,858	6,858	-	6,858	0.00%	-	6,858	(6,858)
Reserve - Sidewalks	686	686	-	686	0.00%	-	686	(686)
Total Field	21,682	8,689	877	7,812	4.04%	877	8,689	(7,812)
TOTAL EXPENDITURES	21,682	8,689	877	7,812	4.04%	877	8,689	(7,812)
Excess (deficiency) of revenues Over (under) expenditures	(50)	(8,564)	(584)	7,980	n/a	(584)	(8,564)	(7,980)
OTHER FINANCING SOURCES (USES)								
Contribution to (Use of) Fund Balance	(50)	-	-	-	0.00%	-	-	-
TOTAL FINANCING SOURCES (USES)	(50)	-	-	-	0.00%	-	-	-
Net change in fund balance	\$ (50)	\$ (8,564)	\$ (584)	\$ 7,980	n/a	\$ (584)	\$ (8,564)	\$ (7,980)
FUND BALANCE, BEGINNING (OCT 1, 2019)	157,189	157,189	157,189					
FUND BALANCE, ENDING	\$ 157,139	\$ 148,625	\$ 156,605					

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-19 ACTUAL	OCT-19 BUDGET	VARIANCE (\$) FAV(UNFAV)
REVENUES								
Interest - Investments	\$ 1,900	\$ 158	\$ 497	\$ 339	26.16%	\$ 498	\$ 158	\$ (340)
Special Assmnts- Tax Collector	17,945	-	-	-	0.00%	-	-	-
Special Assmnts- Discounts	(718)	-	-	-	0.00%	-	-	-
TOTAL REVENUES	19,127	158	497	339	2.60%	498	158	(340)
EXPENDITURES								
Field								
Payroll-Village Gate Personnel	1,000	83	34	49	3.40%	34	83	(49)
FICA Taxes	77	6	3	3	3.90%	3	6	(3)
Contracts-Gates	350	29	-	29	0.00%	-	29	(29)
Communication - Telephone	120	10	54	(44)	45.00%	54	10	44
R&M-Gate	3,270	273	275	(2)	8.41%	275	273	2
R&M-Sidewalks	1	1	-	1	0.00%	-	1	(1)
R&M-Tree Removal	1	1	-	1	0.00%	-	1	(1)
Misc-Assessmnt Collection Cost	359	-	-	-	0.00%	-	-	-
Misc-Contingency	585	49	-	49	0.00%	-	49	(49)
Reserve - Roadways	9,804	9,804	-	9,804	0.00%	-	9,804	(9,804)
Reserve - Sidewalks	3,560	3,560	-	3,560	0.00%	-	3,560	(3,560)
Total Field	19,127	13,816	366	13,450	1.91%	366	13,816	(13,450)
TOTAL EXPENDITURES	19,127	13,816	366	13,450	1.91%	366	13,816	(13,450)
Excess (deficiency) of revenues Over (under) expenditures	-	(13,658)	131	13,789	0.00%	132	(13,658)	(13,790)
Net change in fund balance	\$ -	\$ (13,658)	\$ 131	\$ 13,789	0.00%	\$ 132	\$ (13,658)	\$ (13,790)
FUND BALANCE, BEGINNING (OCT 1, 2019)	223,780	223,780	223,780					
FUND BALANCE, ENDING	\$ 223,780	\$ 210,122	\$ 223,911					

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-19 ACTUAL	OCT-19 BUDGET	VARIANCE (\$) FAV(UNFAV)
REVENUES								
Interest - Investments	\$ 1,200	\$ 100	\$ 383	\$ 283	31.92%	\$ 384	\$ 100	\$ (284)
Special Assmnts- Tax Collector	28,949	-	-	-	0.00%	-	-	-
Special Assmnts- Discounts	(1,158)	-	-	-	0.00%	-	-	-
TOTAL REVENUES	28,991	100	383	283	1.32%	384	100	(284)
EXPENDITURES								
Field								
Payroll-Village Gate Personnel	1,000	83	43	40	4.30%	43	83	(40)
FICA Taxes	77	6	3	3	3.90%	3	6	(3)
Contracts-Gates	350	29	-	29	0.00%	-	29	(29)
Communication - Telephone	120	10	54	(44)	45.00%	54	10	44
R&M-Gate	6,500	542	-	542	0.00%	-	542	(542)
R&M-Sidewalks	1	1	-	1	0.00%	-	1	(1)
R&M-Tree Removal	1	1	-	1	0.00%	-	1	(1)
Misc-Assessmnt Collection Cost	579	-	-	-	0.00%	-	-	-
Misc-Contingency	10,140	845	-	845	0.00%	-	845	(845)
Reserve - Roadways	6,930	6,930	-	6,930	0.00%	-	6,930	(6,930)
Reserve - Sidewalks	3,293	3,293	-	3,293	0.00%	-	3,293	(3,293)
Total Field	28,991	11,740	100	11,640	0.34%	100	11,740	(11,640)
TOTAL EXPENDITURES	28,991	11,740	100	11,640	0.34%	100	11,740	(11,640)
Excess (deficiency) of revenues Over (under) expenditures	-	(11,640)	283	11,923	0.00%	284	(11,640)	(11,924)
Net change in fund balance	\$ -	\$ (11,640)	\$ 283	\$ 11,923	0.00%	\$ 284	\$ (11,640)	\$ (11,924)
FUND BALANCE, BEGINNING (OCT 1, 2019)	195,671	195,671	195,671					
FUND BALANCE, ENDING	\$ 195,671	\$ 184,031	\$ 195,954					

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-19 ACTUAL	OCT-19 BUDGET	VARIANCE (\$) FAV(UNFAV)
REVENUES								
Interest - Investments	\$ 2,000	\$ 167	\$ 490	\$ 323	24.50%	\$ 490	\$ 167	\$ (323)
Special Assmnts- Tax Collector	26,891	-	-	-	0.00%	-	-	-
Special Assmnts- Discounts	(1,076)	-	-	-	0.00%	-	-	-
TOTAL REVENUES	27,815	167	490	323	1.76%	490	167	(323)
EXPENDITURES								
Field								
Payroll-Village Gate Personnel	1,000	83	49	34	4.90%	49	83	(34)
FICA Taxes	77	6	4	2	5.19%	4	6	(2)
Contracts-Gates	350	29	-	29	0.00%	-	29	(29)
Communication - Telephone	140	12	109	(97)	77.86%	109	12	97
R&M-Gate	2,750	229	785	(556)	28.55%	785	229	556
R&M-Sidewalks	1	1	-	1	0.00%	-	1	(1)
R&M-Tree Removal	1	1	-	1	0.00%	-	1	(1)
Misc-Assessmnt Collection Cost	538	-	-	-	0.00%	-	-	-
Misc-Contingency	8,830	736	-	736	0.00%	-	736	(736)
Reserve - Roadways	14,128	14,128	-	14,128	0.00%	-	14,128	(14,128)
Total Field	27,815	15,225	947	14,278	3.40%	947	15,225	(14,278)
TOTAL EXPENDITURES	27,815	15,225	947	14,278	3.40%	947	15,225	(14,278)
Excess (deficiency) of revenues Over (under) expenditures	-	(15,058)	(457)	14,601	0.00%	(457)	(15,058)	(14,601)
Net change in fund balance	\$ -	\$ (15,058)	\$ (457)	\$ 14,601	0.00%	\$ (457)	\$ (15,058)	\$ (14,601)
FUND BALANCE, BEGINNING (OCT 1, 2019)	232,403	232,403	232,403					
FUND BALANCE, ENDING	\$ 232,403	\$ 217,345	\$ 231,946					

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-19 ACTUAL	OCT-19 BUDGET	VARIANCE (\$) FAV(UNFAV)
REVENUES								
Interest - Investments	\$ 3,500	\$ 292	\$ 835	\$ 543	23.86%	\$ 836	\$ 292	\$ (544)
Special Assmnts- Tax Collector	65,581	-	-	-	0.00%	-	-	-
Special Assmnts- Discounts	(2,623)	-	-	-	0.00%	-	-	-
TOTAL REVENUES	66,458	292	835	543	1.26%	836	292	(544)
EXPENDITURES								
<u>Field</u>								
Payroll-Village Gate Personnel	1,000	83	83	-	8.30%	83	83	-
FICA Taxes	77	6	6	-	7.79%	6	6	-
Contracts-Gates	350	29	-	29	0.00%	-	29	(29)
Communication - Telephone	250	21	-	21	0.00%	-	21	(21)
R&M-Gate	8,000	667	475	192	5.94%	475	667	(192)
R&M-Sidewalks	1	1	-	1	0.00%	-	1	(1)
R&M-Roads	-	-	43	(43)	0.00%	43	-	43
R&M-Tree Removal	1	1	-	1	0.00%	-	1	(1)
Misc-Assessmnt Collection Cost	1,312	-	-	-	0.00%	-	-	-
Misc-Contingency	31,650	2,638	-	2,638	0.00%	-	2,638	(2,638)
Reserve - Roadways	21,652	21,652	-	21,652	0.00%	-	21,652	(21,652)
Reserve - Sidewalks	2,165	2,165	-	2,165	0.00%	-	2,165	(2,165)
Total Field	66,458	27,263	607	26,656	0.91%	607	27,263	(26,656)
TOTAL EXPENDITURES	66,458	27,263	607	26,656	0.91%	607	27,263	(26,656)
Excess (deficiency) of revenues Over (under) expenditures	-	(26,971)	228	27,199	0.00%	229	(26,971)	(27,200)
Net change in fund balance	\$ -	\$ (26,971)	\$ 228	\$ 27,199	0.00%	\$ 229	\$ (26,971)	\$ (27,200)
FUND BALANCE, BEGINNING (OCT 1, 2019)	446,875	446,875	446,875					
FUND BALANCE, ENDING	\$ 446,875	\$ 419,904	\$ 447,103					

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-19 ACTUAL	OCT-19 BUDGET	VARIANCE (\$) FAV(UNFAV)
REVENUES								
Interest - Investments	\$ 500	\$ 42	\$ 360	\$ 318	72.00%	\$ 360	\$ 42	\$ (318)
Special Assmnts- Tax Collector	645,130	-	-	-	0.00%	-	-	-
Special Assmnts- Discounts	(25,805)	-	-	-	0.00%	-	-	-
TOTAL REVENUES	619,825	42	360	318	0.06%	360	42	(318)
EXPENDITURES								
Field								
Misc-Assessmnt Collection Cost	129,026	-	-	-	0.00%	-	-	-
Total Field	129,026	-	-	-	0.00%	-	-	-
Debt Service								
Principal Debt Retirement	305,000	-	-	-	0.00%	-	-	-
Interest Expense	303,159	-	-	-	0.00%	-	-	-
Total Debt Service	608,159	-	-	-	0.00%	-	-	-
TOTAL EXPENDITURES	737,185	-	-	-	0.00%	-	-	-
Excess (deficiency) of revenues Over (under) expenditures	(117,360)	42	360	318	n/a	360	42	(318)
OTHER FINANCING SOURCES (USES)								
Operating Transfers-Out	-	-	(179)	(179)	0.00%	(179)	-	179
Contribution to (Use of) Fund Balance	(117,360)	-	-	-	0.00%	-	-	-
TOTAL FINANCING SOURCES (USES)	(117,360)	-	(179)	(179)	0.15%	(179)	-	179
Net change in fund balance	\$ (117,360)	\$ 42	\$ 181	\$ 139	n/a	\$ 181	\$ 42	\$ (139)
FUND BALANCE, BEGINNING (OCT 1, 2019)	455,558	455,558	455,558					
FUND BALANCE, ENDING	\$ 338,198	\$ 455,600	\$ 455,739					

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-19 ACTUAL	OCT-19 BUDGET	VARIANCE (\$) FAV(UNFAV)
REVENUES								
Interest - Investments	\$ -	\$ -	\$ 7,450	\$ 7,450	0.00%	\$ 7,450	\$ -	\$ (7,450)
TOTAL REVENUES	-	-	7,450	7,450	0.00%	7,450	-	(7,450)
EXPENDITURES								
Construction In Progress								
Construction in Progress	-	-	49,235	(49,235)	0.00%	49,235	-	49,235
Total Construction In Progress	-	-	49,235	(49,235)	0.00%	49,235	-	49,235
TOTAL EXPENDITURES	-	-	49,235	(49,235)	0.00%	49,235	-	49,235
Excess (deficiency) of revenues Over (under) expenditures	-	-	(41,785)	(41,785)	0.00%	(41,785)	-	41,785
OTHER FINANCING SOURCES (USES)								
Interfund Transfer - In	-	-	179	179	0.00%	179	-	(179)
TOTAL FINANCING SOURCES (USES)	-	-	179	179	0.00%	179	-	(179)
Net change in fund balance	\$ -	\$ -	\$ (41,606)	\$ (41,606)	0.00%	\$ (41,606)	\$ -	\$ 41,606
FUND BALANCE, BEGINNING (OCT 1, 2019)	-	-	6,277,995					
FUND BALANCE, ENDING	\$ -	\$ -	\$ 6,236,389					

MEADOW POINTE II
Community Development District

Supporting Schedules

October 31, 2019

Cash and Investment Balances
October 31, 2019

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>Investment Type</u>	<u>MATURITY</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND					
Operating Checking Account	SunTrust	Checking Account	n/a	0.10%	\$319,134
				Subtotal	\$319,134
Certificate of Deposit - 12 months	BankUnited	CD	3/16/2020	2.60%	\$ 158,677
Certificate of Deposit - 18 months	BankUnited	CD	8/9/2020	2.60%	\$ 105,087
Certificate of Deposit - 18 months	BankUnited	CD	8/9/2020	2.60%	\$ 106,261
				Subtotal	\$211,348
Money Market	BankUnited	Money Market	n/a	1.50%	\$4,110,997
				Subtotal	\$4,110,997
2018 Series - Interest Fund	US Bank	Bond Series 2018	n/a	0.03%	\$152,528
2018 Series - Reserve Fund	US Bank	Bond Series 2018	n/a	0.03%	\$303,211
2018 Series - Construction Fund	US Bank	Bond Series 2018	n/a	0.03%	\$6,236,389
				Subtotal	\$6,692,127
				Total	\$11,492,283

Aqua Pool & Spa Renovators
October 31, 2019

Original amount of promissory note (Aqua Pool)	45,000.00
Less payments received:	
2/25/2009	(745.52)
3/19/2009	(668.52)
5/12/2009	(645.78)
1/16/2012	(690.19)
(*) 5/21/2012	(300.00)
(*) 6/14/2012	(300.00)
(*) 8/28/2012	(400.00)
(*) 9/14/2012	(300.00)
(*) 10/15/2012	(300.00)
(*) 12/5/2012	(300.00)
(*) 2/18/2013	(100.00)
(*) 4/10/2013	(125.00)
(*) 5/14/2013	(120.00)
(*) 5/22/2013	(300.00)
(*) 7/2/2014	(1,658.50)
(*) 8/14/2014	(755.04)
(*) 10/6/2014	(129.39)
(*) 11/12/2014	(290.73)
Total	<u>36,871.34</u>

(*) Mr. Hanner's request to enter into a Settlement Agreement with the CDD in the amount of \$300 per month to pay his debt to the District regarding Aqua Pool & Spa Renovators was accepted.

Settlements
October 31, 2019

DEED RESTRICTION REINFORCEMENT FUND 002
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<u>CHECK DATE</u>	<u>AMOUNT</u>	<u>check #</u>	<u>DRVC #</u>	<u>DESCRIPTION</u>
10/10/19	\$ 100.00	536	DRVC-29710 BRIGHT RAY PL-FINE	29710 Bright Ray Place
10/24/19	\$ 100.00	573	DRVC-29710 BRIGHT RAY PL-FINE	29710 Bright Ray Place
10/24/19	\$ 125.00	1667	DRVC - 30644 Tremont Drive	30644 Tremont Drive
Total Settlements	\$ 325.00			

Meadow Pointe II
Community Development District

Construction Report
Series 2018 Project Fund

Recap of Capital Project Fund Activity Through October 31, 2019

Source of Funds:		Amount
Deposit to the 2018 Acquisition and Construction Account		\$ 7,297,808
Other Sources:		
Interest Earned - Acquisition and Construction Fund		\$ 30,249
Debt Service Reserve Fund Transfer		\$ 3,225
Total Source of Funds:		\$ 33,474
Use of Funds:		
Disbursements:	To Vendors	\$ 1,094,893
Net Available Amount to Spend in Project Fund Account at October 31, 2019		\$ 6,236,388

11/20/2019

Case #	Village	St. #	Street Name	Violation	DR #	1st Letter Sent	Fine Amount per day	Suspend Privileges	Suspend Remotes	Notes
2019-228	Morningside	29552	Morwen Place	Paint mailbox post using MP II colors	18	10/4/2019	\$25	YES	N/A	

11/20/2019

Case #	Village	St. #	Street Name	Violation	DR #	Notes
2019-255	Morningside	29710	Morwen Place	Warning for pails - recycle day Please trim landscaping including dead palm fronds	14	
2019-256	Morningside	29716	Morwen Place	Warning for pails - recycle day Trim landscaping Driveway needs to be cleaned and any stains present removed Remove dirt/mold from mailbox	14 14 18	
2019-257	Iverson	30501	Iverson Drive	Remove dirt/mold from mailbox post and mailbox	18	
2019-258	Iverson	30509	Iverson Drive	Please paint mailbox post using MP II colors	18	
2019-259	Wrencrest	30926	Wooley Court	Please trim hedges Please remove dirt/mold from mailbox	14 18	
2019-260	Wrencrest	30932	Wooley Court	Overgrown weeds in beds Garbage pails being stored on side of home Please trim dead palm tree fronds	N/A 10 14	I am writing this a a deed restriction not warning because reycle can was at curb while other were on the side of the home
2019-261	Wrencrest	1948	Grenville Court	Driveway needs to be cleaned and any stains present removed Paint mailbox post using MP II colors	14 18	
2019-262	Wrencrest	1950	Grenville Court	Fence falling apart. Washing machine on side of home. Please remove Driveway needs to be cleaned and any stains present removed Paint mailbox post using MP II colors	N/A 19 14 18	new fence installed on Monday

11/20/2019

Case #	Village	St. #	Street Name	Violation	DR #	Notes
2019-263	Wrencrest	1956	Grenville Court	Please remove pallet from driveway	14	pallet has been outside for at least 12 days (person complaining says over a year)
2019-264	Wrencrest	1952	Grenville Court	Driveway needs to be cleaned and any stains present removed Remove cord and properly secure mailbox. Paint mailbox post using MP II colors	14 18	

DRVC Meeting 11-18-2019

Members gathered in the library at 7:00pm

Attendance:

DRVC Members

Arlene Formanski
James Miller
Jerry Formanski

Lawrence Jiminez
Carol Boles

Staff

Christine Masters ARC/DRC Coordinator

Residents

1. 2019-163 Deer Run 20513 Allegro Drive

DR Violation

#14: Driveway needs to be cleaned and any stains present removed

#18: Please paint your mailbox post using MP II colors

1st letter: 7/4/2019 2nd letter: 8/26/2019

Presentation completed. Discussion ensued.

Decision:

#18: Resolved

DRVC Meeting 11-04-2019

Members gathered in the library at 7:00pm

Attendance:

DRVC Members

Arlene Formanski
James Miller
Jerry Formanski

Lawrence Jiminez
Carol Boles

Staff

Christine Masters ARC/DRC Coordinator

Residents

1. 2019-160 Deer Run 20509 Allegro Drive

DR Violation

#18: Please paint your mailbox post using MP II colors

1st letter: 704/2019 2nd letter: 8/26/2019

Presentation completed. Discussion ensued.

Decision:

#18: Resolved

2. 2019-196 Deer Run 1551 Stetson Drive

DR Violation

#18: Please paint mailbox post using MP II colors. Please replace numbers with either black or bronze numbers

1st letter: 8/26/2019 2nd letter: 10/4/2019

Presentation completed. Discussion ensued.

Decision:

#18: Resolved

3. 2019-198 Manor Isle 1252 Highwood PLace

DR Violation

#16: Driveway needs to be cleaned and any stains present removed

#16: Remove dirt/mold from fence

#16: Trim dead palm fronds

#20: Paint mailbox post using MP II color beige portion only

1st letter: 8/26/2019 2nd letter: 10/04/2019

Presentation completed. Discussion ensued.

Decision:

#16: Fined \$25 per day

#16: Fined \$25 per day

#16: Resolved

#20: Fined \$25 per day

4. 2019-201

Glenham

30330 Ingalls Court

DR Violation

#14: Remove dirt/mold from fence

#18: Mailbox post needs to be painted using MP II colors

1st letter: 8/26/2019 2nd letter: 10/04/2019

Presentation completed. Discussion ensued.

Decision:

#14: Fined \$25 per day

#18: Fined \$25 per day

ARCHITECTURE REVIEW APPLICATIONS LOG

As of 11/20/2019

DATE REV'D	CASE #	VILLAGE	ST. #	ST. NAME	TYPE OF REQUEST (Brief Description)	Scheme #	Primary	Trim	Door	Garage	ARC RECOMME NDATION	NOTES
11/8/2019	2019-158	Glenham	1731	Walcott Street	Resident would like to install a new roof using Tamko Heritage shingles in the color Shadow Grey							
11/12/2019	2019-159	Iverson	1320	Baythorn Drive	Resident would like to install a new roof using approved color GAF Timberline shingles in the color Hickory							
11/11/2019	2019-160	Wrencrest	30434	Wrencrest Drive	Resident would like to install a new roof using approved color GAF HD Dimensional shingles in th color Shakewood							
11/11/2019	2019-161	Iverson	30743	Iverson Drive	Resident would like to paint their home using Sherwin Williams approved color scheme	122	Khaki Shade SW 7533	Tiki Hut SW 7509	Brandywine SW 7710	Khaki Shade SW 7533		
11/14/2019	2019-162	Iverson	30923	Iverson Drive	Resident would like to install a new roof using IKO Cambridge shingles in the color Dual Black							IKO Dual Black is the same color as Owens Corning Onyx Black which is approved for Iverson
11/18/2019	2019-163	Colehaven	30422	Treyburn Loop	Resident would like to install a new roof using Owens Corning shingles in the color Driftwood							

11/18/2019	2019-164	Glenham	1731	Walcott Street	Resident would like to paint their home using Sherwin Williams approved color scheme	142	Repose Grey SW 7015	Pure White SW 7005	Indigo Batik SW 7602			
11/18/2019	2019-165	Wrencrest	30548	Tremont Drive	Resident would like to replace their roof using IKO Cambridge shingles in the color Riviera Red As a 2nd choice they are requesting Rustic Hickory which is an alternate to Rustic Redwood							

Nanni, Bob

From: Nanni, Bob
Sent: Tuesday, November 19, 2019 2:52 PM
To: Dana Sanchez (danasanchez@mpiicdd.org); Jamie Childers (jchilders@mpiicdd.org); Jim Bovis (jim.bovis@mpiicdd.org); John Picarelli (johnpicarelli@mpiicdd.org); Mike Cline (mikecline@mpiicdd.org)
Cc: Sheila Diaz; Andy Cohen - Persson & Cohen; Moore, Elizabeth J; Nanni, Bob
Subject: MP II/For Wednesday Board Action 11-201-9

Good afternoon everyone.

It's been brought to my attention that the two parcels of land acquired by the Board, the large bond purchased "7-11" property and the residential lot we acquired by quit claim, both need official board decisions for the removal or disposition of the land from the tax rolls, or not, depending on the boards vote/direction.

The commercial parcel (Tract 8 PID 33-26-20-0000-00100-0080) more commonly called the "7-11" parcel is easy to decide. If the board intends to keep the property, I suggest it be removed from the tax rolls; in doing so there will not be a tax bill and no related O&M assessments to pay to the district from the district. Inframark will take care "trueing" the tax roll. *REMOVE FROM TAX ROLL, JS, JC, 5-0*

The second parcel (PID 33-26-20-0070-01000-0020) is the parcel we received via quit claim, the burned residence and resulting vacant lot we got from Alvarez, on Baythorn in Iverson:

- 1) First option, ignore the tax bill and let it go to tax deed sale for one year (because we didn't want it anyway, we pursued & accepted it to just maintain it). *GOOD TAX SALE, DS, JS, 5-0*
- 2) If there is no luck with the tax sale, remove it from the tax roll for GF assessments, but pay the debt service, DS, for each year. This keeps everything in good position with the bond debt and is minimal monies, estimated at \$450 per year when paid on time.
- 3) to continue to pay tax bill annually as if owner occupied. The debt services is \$478 and the O&M is \$1,117.13 . In the last two options the district would be paying itself, like a financial turnstile.

I have emailed with Andy Cohen on this and we both felt letting the parcel go to tax deed sale was a good option.

Inframark's Assessment Specialist, Liz Moore, advised about paying the DS only so to keep everything true with the bond debt; she can also adjust the tax rolls to reflect the Boards decision.

In any case, we need to make a decision concerning the both properties this Wednesday evening so we can process the changes.

Thank you,

Bob



MEMORANDUM

TO: Pasco County Polling Places

FROM: Brian E. Corley

SUBJECT: Facility Use Agreement for Polling Places

Enclosed is the *Facility Use Agreement* for the 2020 Election Cycle. Please complete and return the agreement to my office, in the enclosed postage paid envelope, no later than January 17, 2020.

Please be sure to complete the contact information page for your facility. The contacts need to be available for delivery and pick-up of voting equipment, and for entry on Election Day no later than 6:00 a.m., unless your facility has provided our office with a key. **The first contact listed should be the first person we call for entry** into the facility, if needed.

Delivery of voting equipment is scheduled the week prior to Election Day and pick-up of the equipment begins the day after the election and runs through Friday.

On the facility use agreement, there is a place for you to check if your facility will allow our pollworkers to set up Monday night. Please check either **yes or no** so we can provide that information to the pollworkers.

The use of your facility for the voters in your area is greatly appreciated. As always, should you have any questions or need additional information, please contact my office at your earliest convenience.

Enclosures

FACILITY USE AGREEMENT FOR THE 2020 ELECTION CYCLE

Precinct Number 101

This agreement is between, Brian E. Corley, Supervisor of Elections for Pasco County, Florida, and Meadow Pointe II Clubhouse described hereafter (Owner).

The parties agree that the following Facility shall be used as a polling place for conducting elections on the dates specified. This includes the use of the polling room and any areas necessary to access the polling room. Also included is the use of the parking lot, sidewalks, and for election workers, bathrooms, tables, chairs and kitchen facilities (when applicable).

Name of Facility: Meadow Pointe II Clubhouse
Address of Facility: 30051 County Line Rd
Wesley Chapel, FL 33543

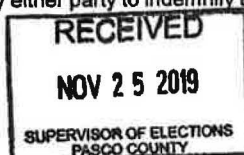
Dates of use for 2020 Election Cycle:

Election	Election Date
Presidential Preference Primary	March 17, 2020
Municipal Election	April 14, 2020 (only in municipalities)
Primary Election	August 18, 2020
General Election	November 3, 2020

Monday night set-up prior to Election Day: ___ Yes ___ No

1. The owner of the facility agrees to allow voting equipment to be delivered prior to election day.
2. The owner agrees to provide access to the facility no later than 6:00 a.m. on election day and until ALL voting procedures are complete on election night (hours are subject to change by state or federal mandate).
3. If the polling facility is in a gated community, Owner agrees to open the gate(s) no later than 5:30 a.m. on election morning and remain open until the election workers have completed all closing procedures and departed the facility.
4. The owner agrees that the polling room will be used only by voters and election workers during voting hours in accordance with Florida Statute 102.031 (3)(a).
5. The owner recognizes the solicitation restrictions in accordance with Florida Statute 102.031 (4)(a)(b)(c). Owner delegates to the Supervisor of Election the power to act on his/her/its behalf in enforcing the above. Further, owner agrees that he/she shall not directly or indirectly place any material prohibited under the above statute within the area described nor authorize or attempt to authorize any person to do anything which contravenes the intent of the above statutes. In accordance with 102.031 (4)(e) Florida Statutes, the owner, operator, or lessee of the property on which a polling place or an early voting site is located, or an agent or employee thereof, may not prohibit the solicitation of voters outside of the no-solicitation zone during polling hours.
6. In accordance with Florida Statute 102.031 (5), no photography is allowed in the polling room or early voting area. This prohibition also applies to operational security cameras within the polling room. The owner shall disable all cameras. If they remain operational, they must be covered so voters, voting, and ballots are not recorded in violation of privacy. If cameras are not operational, owner must post a notice notifying voters that the camera is not in use during voting hours.
7. The owner shall provide the facility/premises to Supervisor of Elections in a safe, clean, and usable condition and Supervisor of Elections shall leave the facility in the same condition at the end of the election.
8. Either party may cancel this agreement at any time, with or without cause, by providing a written notice of cancellation at least sixty (60) days prior to any of the above-described elections.
9. The Owner shall permit Supervisor to enter and inspect premises at all reasonable times prior to the election upon reasonable notice to the Owner.
10. This agreement shall be governed by the laws of the State of Florida as to both interpretations and performances.
11. This agreement sets forth all the promises, agreements, conditions and understandings between the Supervisor and Owner relative to use of said premises. There are no other promises, agreements, conditions or understandings, either oral or written, between the parties. No subsequent alterations, agreements, changes or additions to this Agreement will be binding on Supervisor or Owner unless in writing and signed by the parties and made part of this Agreement by direct reference.
12. Any litigation arising out of the interpretation or enforcement of this Agreement shall be in the State Courts of Florida and venue in Pasco County, Florida.
13. Neither the Supervisor nor Owner may assign its rights or obligations under this Agreement without the prior written consent of the other party.

Indemnification Statement: Each party shall be liable for its own actions and negligence and to the extent permitted by law. Supervisor of Elections shall indemnify, defend and hold harmless the Owner against any actions, claims or damages arising out of negligent acts caused by any officials or employees of Supervisor of Elections in connection with this agreement and the Owner shall indemnify, defend and hold harmless Supervisor of Elections against any actions, claims or damages arising out of the Owner's negligence in connection with this agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party's negligent, willful, or intentional acts or omissions.



(Continued on back)

Rental Payment Fee is \$200.00 per election (payments to be processed following each election)

Billing Address: Meadow Pointe II CDD
30051 County Line Road
Wesley Chapel FL 33543

Taxpayer supported facilities, e.g. schools, parks, libraries, etc: are not eligible to receive the rental payment fee.

Will Owner provide a key for facility prior to Election Day? ☐ Yes ☒ No

The keys speed up the process; eliminating the need for one of your contact people to open the polling place for delivery of equipment, opening for Pollworkers at 6:00am election morning, closing after pollworkers have completed all tasks at the end of the day, and for pick-up of equipment post-election. **If a key is provided by Owner to this office, it will only be used for the previously mentioned purposes. And, it should be noted that these keys are kept in a lock box with minimal access by very limited staff.**

Facility contact person responsible for managing election matters?

Facility Contact: Sheila Diaz

Phone Number: 813 838-5563

Email Address: Sheila.diaz@mpii.cdd.org

If your facility provides a key and/or code to enter your building, this question does not apply to you.

If your facility does not provide a key or a code for entrance into your building, please complete the information for the Opener.

Opener: the contact person who will be opening the Facility on election Day by 6:00 a.m. We MUST have a home phone number and a cell phone number for opener and emergency backup person in case the opener does not arrive at 6:00 a.m.

Name (Opener)	<u>Sheila Diaz</u>
Home Phone Number	<u>813 838 5563</u>
Cell Phone Number	<u>813 838 5563</u>
Email Address	<u>Sheila.diaz@mpii.cdd.org</u>
Name (Emergency. Back-Up)	<u>Jen Picarelli</u>
Home Phone Number	<u>813 388 2537</u>
Cell Phone Number	<u>813 842 2655</u>
Email Address	<u>Jen.Picarelli@mpii.cdd.org</u>

Sheila Diaz

Authorized Facility Representative (Printed Name)

813 838 5563

Phone Number

Brian E. Corley, Pasco County Supervisor of Elections

Sheila Diaz

Authorized Facility Representative Signature

11/21/19

Date Signed

11/26/19

Date Signed



PO Box 267
Seffner, FL 33583
O: 813-757-6500
F: 813-757-6501

Estimate

Submitted To:

Meadow Pointe II CDD Clubhouse
30051 County Line Road
Wesley Chapel, FL 33543

Date	11/14/2019
Estimate #	63096
LMP REPRESENTATIVE	
JRP	
PO #	
Work Order #	

ITEM	DESCRIPTION	QTY	COST	TOTAL
	Stump grind stumps to create room for new plants at wall where oaks were removed			
Cleanup	Stump grind oak stumps	32	100.00	3,200.00
Enhancements	Fill Dirt	8	43.20	345.60
Cleanup	Remove excessive mulch in areas and disposal	1	250.00	250.00

TERMS AND CONDITIONS:

TOTAL	\$3,795.60
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LMP reserves the right to withdraw this proposal if not accepted within 30 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. Any work performed requiring more than 5 days to complete is subject to progressive payments as portions of the work are completed. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

ACCEPTANCE OF PROPOSAL: The above prices, scope of work and terms and conditions are hereby satisfactorily agreed upon. LMP, Inc. has been authorized to perform the work as outlined and payment will be made as outlined above. The above pricing does not include any unforeseen modifications to the said irrigation system that could not be reasonably accounted for prior to job start. All plant material carries a one (1) year warranty provided LMP, Inc. is performing landscape maintenance services to the area installed or enhanced at the time of installation. If not, then there is no warranty on the plant material.

OWNER / AGENT

DATE

**EXHIBIT A
MEADOW POINTE II
CEI SCOPE OF SERVICES**

UNDERSTANDING OF THE PROJECT

It is our understanding that the Client proposes to have constructed the following:

- Milling and Resurfacing of the Roadways per the RFP - Meadow Pointe II CDD (Roadway Resurfacing) 9-10-2019 (90 days estimated contract time) *
- Oak Tree Removal and Replacement per RFP - Meadow Pointe II CDD (Oak Tree Removal) 11-15-2019 (60 days estimated contract time) *
- Gate Removal and Replacement per RFP - Meadow Pointe II CDD (Gates) 7-1-2019 (65 days estimated contract time) *

*Contract time may run concurrently

CEI elements

- Inspection and oversight of construction to ensure procedures and materials comply with plans and specifications
- Contractor's activity inspection and documentation
- Inspector's report preparation during the construction time frame
- Examination of quality of installations for conformity to standards and specifications
- Interpret drawings and specifications and discuss deviations
- Neat, accurate and complete records maintenance
- Active participation in project meetings
- Contractor's schedule monitoring
- Assistance with change order review and completion
- Monitoring and documentation of materials delivered and incorporated into the work
- Assistance in semi-final/final inspections
- Punch list preparation and completion monitoring
- Assistance with smooth and timely project close-out

Based on our understanding of this project, we propose the following Scope of Services:

1.0 CONSTRUCTION PHASE SERVICES

A. Construction Services

LHE will provide Construction Engineering and Inspection (CEI) for the following

- Milling and Resurfacing of the Roadways
 - Inspection - Daily
- Tree Removal and Replacement
 - Inspection – Minimum 3 days per week
- Removal and Replacement of the Existing Gates
 - Inspection - Minimum Once per week



**EXHIBIT B
ENGINEERING FEES**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>FEE TYPE</u>	<u>FEE</u>
1.0	CONSTRUCTION PHASE SERVICES		
	A. Construction Services (CEI)		
	Roadway (CEI)	LUM SUM	100,000
	Tree Removal and Replacement (CEI)	LUM SUM	15,000
	Gate Removal and Replacement (CEI)	LUM SUM	5,000
	B. Record Drawings and Certifications	Included in FEE above	
		TOTAL	<u>\$120,000</u>

Lump Sum

LHE may alter the distribution of compensation between the individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount for the contracted services unless approved by the Client.

Time/Material/Expense (T/M/E)

The Client agrees to compensate LHE for professional services as forth in Exhibit "A" on an hourly basis at our prevailing standard hourly rates to elements that are not covered under the general terms of the work described as part of this contract.

CEI Engineer – \$145 / Hr

Clerical – \$75 /Hr

Cadd – \$120/ Hr



PROPOSAL ACCEPTANCE

Agreed to By:

Meadow Pointe II CDD

Agreed to By:

**Lighthouse Engineering, Inc.
701 Enterprise Road East, Suite 410
Safety Harbor, Florida 34695**

Sheila Diaz
Operations Manager Report
November 20, 2019 CDD Meeting

Tree Removal Project

Mailed/Emailed copy of the Tree Removal-Replacement RFP to the following companies:
Juan Sanchez Tree Service, Mid Florida Forestry, Pete & Ron's Tree Service, D&D Tree Services,
Mid Florida Tree Services, Arbor Pro, Buccaneer Landscape.
RFP was also advertised by Brad Foran
/ attached

Pasco County Polling Place

Facility Use Agreement for the 2020 Election Cycle is attached. Need approval

ADA Website Compliance

Campus Suites signed contract / attached

Longleaf Tree Trimming

Pasco County Fire Inspector re-inspected trees in Longleaf. Passed inspection.
Report attached

UPS Pod Agreement

UPS is storing 2 pods at end of parking lot till early January 2020.

Security Cameras

Update: camera install completed at: Covina Key, Deer Run, Glenham, Iverson, Morningside,
Manor Isle, Longleaf, Sedgwick, Vermillion and Wrencrest. Working on Lettingwell and
Charlesworth/Tullamore.

Anand Vihar asking if/when they will be getting cameras

Gates/ Call Box Vendor Code

Vendor Code #0280 has been removed from all village call boxes. A new service code will be
issued monthly.

LMP

Service Reports attached

Annuals installed at village entrances

Still waiting on mulch install date

Proposal to stump grind the roots along CLR between two Deer Run entrances / attached

Aquatics Systems

Service Reports

/ attached

Maintenance Report

/attached

REQUEST FOR PROPOSALS
PROJECT MANUAL
FOR
TREE REMOVAL-REPLACEMENT SERVICES AT:

- | | |
|------------------------|----------------------|
| 1) CHARLESWORTH | 2) COLEHAVEN |
| 3) GLENHAM | 4) IVERSON |
| 5) LONGLEAF | 6) MANOR ISLE |
| 7) MORNINGSIDE | 8) SEDGWICK |
| 9) VERMILLION | 10) WRENCREST |

FOR
MEADOW POINTE II CDD
COMMUNITY DEVELOPMENT DISTRICT

ISSUED BY:

MEADOW POINTE II CDD
SHEILA DIAZ, OPERATIONS MANAGER
30051 COUNTY LINE ROAD
WESLEY CHAPEL, FL. 33543
(813) 991-5016
www.meadowpointe2cdd.org
Sheila.diaz@mpiicdd.org

Date of Issue: 11-15-2019
Due Date / Time: 12-2-2019

**PROJECT MANUAL
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**MEADOW POINTE II CDD
COMMUNITY DEVELOPMENT DISTRICT**

**Tree Removal-Replacement Services
Pasco County, Florida**

Request For Proposals

Notice is hereby given that **Meadow Pointe II CDD** (the "CDD") will accept proposals from all qualified companies interested in tree removal-replacement services. These proposals are being requested through a formal Request For Proposals process.

Firms desiring to submit proposals for this project must attend a mandatory pre-bid meeting, on (11-21-2019 at 10am) at Meadow Pointe II CDD clubhouse at 30051 County Line Road, Wesley Chapel, FL 33543. Firms desiring to submit proposals must submit one (1) original, (1) electronic copy (on CD or memory stick), and seven (7) hard copies of the required proposal packages no later than (12-2-2019 at 2pm) to Meadow Pointe II CDD, 30051 County Line Road, Wesley Chapel, FL 33543, Attention: Sheila Diaz.

Proposals shall be submitted in a sealed package, shall bear the name of the vendor on the outside of the package, and shall clearly identify the project as "Meadow Pointe II CDD Tree Removal-Replacement Services". Proposals may be either mailed or hand-delivered. No facsimile, telephonic, electronic, or telegraphic submittals will be accepted. Proposals received after the scheduled date and time for submittal will not be considered but can be claimed by the firm within ten (10) calendar days of the submittal deadline. Any proposal not completed as specified or missing the required documents may be disqualified.

The CDD reserves the right to accept or reject any or all proposals in its sole and absolute discretion, whether or not reasonable, either with or without cause, to waive technical errors and informality, to postpone the award of the contract, to elect not to proceed with the subject award process and to accept a proposal or portion of a proposal, which in its judgment best serves the CDD.

If you have questions relative to this project, please contact Bradley S. Foran, P.E. at Lighthouse Engineering, Inc., 701 Enterprise Road East (Suite 410), Safety Harbor, Florida 34695 (727) 726-7856, bforan@lighthouseenginc.com.

**MEADOW POINTE II CDD
COMMUNITY DEVELOPMENT DISTRICT**

**Tree Removal-Replacement Services
Pasco County, Florida**

Instructions to Proposers

SECTION 1. DUE DATE AND MANDATORY PRE-BID MEETING. Firms desiring to submit proposals for this project must attend a mandatory pre-bid meeting on (11-21-2019 at 10am) at Meadow Pointe II CDD clubhouse at 30051 County Line Road, Wesley Chapel, FL 33543. Firms desiring to submit proposals must submit one (1) original, (1) electronic copy (on CD or memory stick), and seven (7) hard copies of the required proposal packages no later than (12-2-2019 at 2pm) to Meadow Pointe II CDD, 30051 County Line Road, Wesley Chapel, FL 33543, Attention: Sheila Diaz. Proposals shall be submitted in a sealed package, shall bear the name of the vendor on the outside of the package, and shall clearly identify the project as "Meadow Pointe II CDD Tree Removal-Replacement Services". Proposals may be either mailed or hand-delivered. Proposals received after the time and date stated above will not be considered. Any proposal not completed as specified or missing the required proposal documents may be disqualified at the CDD's discretion. Firms submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The CDD shall not be obligated or be liable for any costs incurred by proposing firm prior to issuance of a contract. All costs to prepare and submit a response to this RFP shall be borne by the proposing firm.

SECTION 2. SIGNATURE ON PROPOSAL. The proposing firm must execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

SECTION 3. FAMILIARITY WITH THE PROJECT. Before submitting a proposal, the proposing firm shall carefully read the scope and specifications and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the proposing firm that the proposing firm is familiar with the scope and specifications as well as all areas where work is to be performed. No additional compensation or relief from any obligations of the contract agreement will be granted because of lack of knowledge of the site or conditions under which the contemplated work will be performed.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a proposal, the proposing firm is assumed to be familiar with the CDD's operating rules and procedures, as well as all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the provision of the requested services. Ignorance on the part of the proposing firm will in no way

relieve it from responsibility to provide the services and fulfill such other obligations covered under the proposal in compliance with all such laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF PROPOSING FIRM. The contract, if awarded, will only be awarded to a responsible proposing firm who is qualified and has the ability to provide the services specified herein, at the sole and absolute discretion of the CDD. The proposing firm shall submit with its proposal satisfactory evidence of a history of fulfillment of similar contracts and show that it is fully prepared with the necessary organization, personnel, capital, and equipment to provide the specified services.

SECTION 6. COLLUSION. Proposing firm shall be disqualified and their proposals rejected if the CDD has reason to believe that collusion may exist among the proposing firms, the proposing firm has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to Bradley S. Foran, P.E., via e-mail at bforan@lighthouseenginc.com with a copy to Sheila Diaz at sheila.diaz@mpicdd.org. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda, emailed, faxed, mailed, or otherwise delivered to all parties recorded as having received the Project Manual/Proposal Packet. Any inquiry or request for interpretation received before (date and time - TBD) will be given consideration. Questions will be answered only by formal written Addenda, which will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all proposing companies by (11-27-2019 COB). No inquiries will be accepted from subcontractors; the proposing firm shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSAL. Submit one (1) original, one (1) electronic copy (on CD or memory stick), and seven (7) hard copies of the proposal forms for the CDD, along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the proposing firm and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO INVITATION FOR PROPOSAL (Meadow Pointe II CDD Tree Removal-Replacement Services) ENCLOSED" on the face of it. Proposing firms are solely responsible for ensuring the timely and secure delivery of its proposal and all related documents regarding this RFP.

SECTION 9. MODIFICATIONS AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due.

SECTION 10. PROJECT MANUAL. The Proposal Packet/Project Manual, including scope of work for the CDD, will be available beginning (11-15-2019) at Meadow Pointe II CDD clubhouse at 30051 County Line Road, Wesley Chapel, FL 33543. Failure to obtain the Project Manual as specified herein will preclude the CDD's consideration of a proposal submitted by the proposer.

SECTION 11. PROPOSAL FORMS. All blanks on the proposal forms must be completed in ink or typewritten. In making its proposal, each proposing firm represents that it has read and understands the Proposal Packet/Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Proposal Packet/Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The CDD reserves the right to request additional information if clarification is necessary.

SECTION 12. BASIS OF AWARD/RIGHT TO REJECT. The CDD reserves the right to reject any and all proposals in its sole and absolute discretion, whether or not reasonable, make modifications to the scope of work, and waive any informalities or irregularities in the proposals as it is deemed in the best interest of the CDD up until such time as a contract has been fully executed by both parties.

SECTION 13. CONTRACT AWARD AND SERVICE AGREEMENT TERM. Within fourteen (14) days of receipt of the Notice of Award of the CDD contract, or as otherwise extended by the CDD, the proposing firm shall enter into and execute a contract agreement. If a proposing firm to whom the contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the CDD's option. If the award is annulled, the CDD may, at its sole discretion, award the contract to the next highest ranked proposing firm, re-advertise, perform the work by day/temporary labor, or through in-house operations. The CDD and the selected contractor ("Contractor") will execute a contract for the specified work. This RFP does not guarantee that a contract will be awarded. The CDD reserves the exclusive right to reject any and all proposals. The CDD reserves the right to award by items, groups of items, or total proposal.

SECTION 14. CHANGES/MODIFICATIONS. The CDD reserves the right to order changes in its scope of work and resulting contract. The successful proposing firm has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

SECTION 15. INSURANCE. All proposing firms shall include as part of their proposal a current Certificate of Insurance demonstrating the firm's insurance coverage. In the event the proposing firm is notified of award for the work, it shall provide proof of the Insurance Coverage requested, further identifying the CDD, its officers, employees, and agents as additional insureds, as more specifically to be stated in the contract to be executed, within fourteen (14) calendar days after notification, or within such approved extended period as may be granted. Failure to provide proof of insurance coverage shall constitute a default and the CDD may proceed as referenced in Section Thirteen (13) above.

SECTION 16. INDEMNIFICATION. The successful proposing firm for the work shall fully indemnify, defend, and hold harmless the CDD and its officers, agents, and employees from and against all claims, damages, costs, and losses arising, in whole or in part, as more fully set forth in the contract to be executed.

SECTION 17. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the CDD's limitations on liability contained in Section 768.28, Florida Statutes, or other applicable statute or law.

SECTION 18. PROPOSAL REQUIREMENTS. All proposals shall include the following information in addition to any other requirements of the Proposal Packet/Project Manual:

- A. Narrative description of the firm's approach to providing the services as described in the scope of services provided herein.
- B. Completed proposal pricing. Unit costs for the tree removal-replacement should be provided, but not included in the contract amount as these services shall be rendered at the discretion of the CDD's Board of Supervisors.
- C. List position or title, corporate responsibilities, and number of years of experience of key management or supervisory personnel (forms attached as part of Contractor's Qualification Statement). Include résumés for each person listed; list number of years of experience in present position for each person listed and years of related experience.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including résumés for staff at or above the Project Manager level. Include a staffing plan depicting quantity of laborers, crew chiefs, field managers, as well as work hours and days spent on the property.
- E. Three (3) references from projects of similar size and scope. The firm should include information relating to the work it conducted for each reference, as well as a name, address, and phone number of a contact person.
- F. Information related to other projects of similar size and scope which firm has provided, or is currently providing, tree removal-replacement services (forms attached as part of Contractor's Qualification Statement).
- G. A copy of firm's insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance.
- H. Completed copies of all other forms included within the Project Manual.

SECTION 19. EVALUATION OF PROPOSALS. The proposals shall be evaluated by the Board of Supervisors based on the Evaluation Criteria set forth herein. Proposals may be held by the CDD for a period not to exceed one hundred twenty (120) days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the proposing firms, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The CDD may visit the Proposer's facilities as part of the evaluation process. The CDD also reserve the right to seek clarification

from prospective firms on any issue in a response, invite specific firms for site visits, oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the CDD's best interest.

SECTION 19.1 PROPOSALS RESPONSIVENESS. REQUIRED DOCUMENTATION

- Proposals will be reviewed to determine if all required documentation was included with the proposal submittal.
- Proposals that fail to contain the required documents will be disqualified from further consideration.
- Proposals that fail to meet the Minimum Qualifications as described herein or the Project Goals, Objectives, and/or Requirements will be disqualified from further consideration.

SECTION 19.2 GENERAL FORMAT. In preparing the Proposals, please duplex print all sections to reduce paper consumption and use recycled products, where feasible. Proposals shall be prepared on 8.5" x 11" paper with 1" margins on all sides. Typing shall be single spaced and no smaller than font size 11. Use of 11" x 17" fold out sheets for large tables, charts or diagrams is permissible, but should be limited. Each part of the Proposal should be clearly labeled and tabbed for easy reference.

THE PROPOSALS SHALL:

- Contain concise written materials that enable the reviewer to clearly understand the Proposer's capabilities and approach to providing the requested services.
- Specifically describe the Proposer's role in relationship to its Subcontractors and shall describe the interfaces with said Subcontractors, if applicable.
- Reflect a level of understanding of the work required.

COVER LETTER:

- A cover letter transmitting the Proposal must be submitted and dated. The letter must indicate that the Proposer agrees to be bound by the Proposal without modifications, unless mutually agreed to upon further negotiations between the CDD and the Proposer.
- The cover letter shall be signed by a principal of the Proposer or other person fully authorized to act on behalf of the Proposer or team.

TABLE OF CONTENTS:

The Table of Contents should identify locations of all sections in the proposal.

SECTION 19.3 MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Proposal Packet:

- A. Completed price proposal (form attached)

- B. Four references from projects of similar size and scope to which the Proposer has provided, or is currently providing work similar to this RFP. The Proposer must include information relating to the services that was provided for each reference as well as a name, address and phone number of a contact person. Failure to provide such contact information shall result in the non-consideration of the provided reference.
- C. A copy of its insurance certificate indicating the types of coverage and limits for general, property, umbrella, automobile liability insurance, and worker's compensation insurance.
- D. Completed copies of all other forms included within the Proposal Packet.

EVALUATION CRITERIA

This Request for Proposal includes following all the procedures in this document and sending the sealed proposal information to the CDD by the due date and time and in the manner set forth in this RFP. Once proposals are received, the Board of Supervisors members will review each submittal and score each proposal based on the evaluation criteria. The award will be based on the proposal that is most advantageous to the CDD. The Proposals will be evaluated on the following criteria:

Factor	Description	Points
1.	Completeness of Proposal Completeness of response in accordance with RFP instructions and requirements. Proposal is neat, professional in appearance and bound appropriately for the document's thickness.	5
2.	Experience Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor.	10
3.	Qualifications of Key Personnel Qualifications of staff, adequacy of labor commitment, training programs for staff.	5
4.	Machinery, Equipment, and Manpower Contractor possesses adequate machinery, equipment, and manpower to perform the work in a high quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered.	40

5.	References Assessment of proposer's work by client references and references with demonstrated success in providing similar product and installation. References must also indicate proposer's ability to form positive and collaborative relationships with clients and clients' staff.	10
6.	Cost Cost Proposal will be evaluated using the following formula: (Lowest Proposed Cost / Proposer's Cost) X 30 = Total Cost Points	30
Total		100

Once proposals are received, the Board of Supervisors will review each submittal and score each proposal based on the evaluation criteria. The award will be based on the proposal that is most advantageous to the CDD.

The CDD also reserves the right to seek clarification from prospective companies on any issue in a response, invite specific companies for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the CDD's best interest.

Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any Board member, staff member or any person other than the appointed staff for questions relating to this project. Anyone attempting to lobby the CDD's representatives will be disqualified.

SECTION 20. BLACK OUT PERIOD/CONE OF SILENCE. The blackout period is defined as between the time the Invitation for Proposals is issued and the time the CDD awards the contract. During this black out period, any attempt by a firm or its representatives to influence the thinking of the CDD staff or officials related to this RFP, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of the firm from consideration for award and/or contract under this RFP. This does not apply to pre-solicitation conferences, contract negotiations, or communications with the CDD staff not concerning this RFP.

SECTION 21. PRICING. Proposing firms shall submit their price information on the supplied forms with all blank spaces completed. Proposing firms shall also sign the required forms. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposing firms will not be allowed to make changes to the quantities or frequencies during the proposal process. Proposing firms shall guarantee that their pricing shall not increase throughout the term of the contract agreement executed.

SECTION 22. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular. Any reference to the "CDD" shall be construed to refer to Meadow Pointe II CDD Community Development District and the CDD shall be the legislative authority for all matters concerning the CDD and the CDD's resulting contract.

SECTION 23. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to the proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the proposing firm's authorized signature affixed to the proposal attests to this.

**PROPOSAL FORM
FOR
TREE REMOVAL-REPLACEMENT SERVICES
FOR**

**MEADOW POINTE II CDD
COMMUNITY DEVELOPMENT DISTRICT**

TO BE SUBMITTED TO:

**MEADOW POINTE II CDD
COMMUNITY DEVELOPMENT DISTRICT
c/o Sheila Diaz, Operations Manager
on or before (date and time - TBD)**

TO: Meadow Pointe II CDD Community Development District

FROM: _____
(Proposing Company)

In accordance with the Request for Proposal for Tree Removal-Replacement Services for Meadow Point II CDD Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the CDD.

All Proposals shall be in accordance with the Proposal Packet/Project Manual.

ACKNOWLEDGEMENTS

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. The proposing firm agrees through submission of this proposal to honor all pricing information for one hundred twenty (120) days from the date of the proposal opening and, if awarded the CDD Contract on the basis of this proposal, to enter into a contract agreement within fourteen (14) days after receiving notice of the award. Proposing firm understands that inclusion of false, deceptive or fraudulent statements of this proposal constitutes fraud and that the CDD considers such action on the part of the proposing firm to constitute good cause for denial, suspension or revocation of a proposal.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the CDD and/or its authorized agents, deemed necessary to verify the statements made in this proposal or attachments hereto, or regarding the ability, standing and general reputation of the proposing firm.

The undersigned further acknowledges the receipt of the Proposal Packet/Project Manual and all Proposal Documents related thereto.

**MEADOW POINTE II CDD
COMMUNITY DEVELOPMENT DISTRICT
TREE REMOVAL-REPLACEMENT SERVICES
PROPOSAL FORM**

I, _____ representing _____ (“Proposing Firm”),
agree to furnish the services required in the scope/specifications at the following prices:

I. Contract Proposal Amount:

A. Contract Total \$ _____

NAME OF PROPOSING FIRM: _____

ADDRESS: _____

PHONE: _____ FAX: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

COSTS

COMMUNITY	NUMBER OF EXISTING OAK TREES TO BE REMOVED (EA)	UNIT PRICE	TOTAL PRICE
Charlesworth	8		
Colehaven	45		
Glenham	54		
Iverson	149		
Longleaf	49		
Manor Isle	3		
Morningside	2		
Sedgwick	16		
Vermillion	9		
Wrencrest	48		

Tree Removal Total Cost \$ _____

COMMUNITY	NUMBER OF TREES TO BE REPLACED	UNIT PRICE	TOTAL PRICE
Charlesworth	8		
Colehaven	45		
Glenham	54		
Iverson	149		
Longleaf	49		
Manor Isle	3		
Morningside	2		
Sedgwick	16		
Vermillion	9		
Wrencrest	48		

Tree Replacement Total Cost \$ _____

Grand total for the removal and replacement of all trees \$ _____

Note: It shall be the contractor's responsibility to coordinate with the CDD on the planting locations of the five types of trees.

TOTAL CONTRACT DAYS: _____

TOTAL CONTRACT AMOUNT WRITTEN OUT: _____

CONSTRUCTION FIRM ADDRESS: _____

CONSTRUCTION FIRM VENDOR NO: _____

PRINTED NAME: _____

TITLE: _____

[END OF SECTION]

QUALIFICATION STATEMENT

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QUALIFICATION STATEMENT

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**MEADOW POINTE II CDD
COMMUNITY DEVELOPMENT DISTRICT**

**PROPOSING FIRM'S QUALIFICATION STATEMENT
TREE REMOVAL-REPLACEMENT SERVICES**

(Name of Proposing Firm)

MEADOW POINTE II CDD COMMUNITY DEVELOPMENT DISTRICT PROPOSING FIRM QUALIFICATION STATEMENT

1. Proposing Firm: _____ / ☐ A Partnership
 [Company Name] /☐ A Corporation
 /☐ A Subsidiary Corporation
2. Parent Company Name: _____
3. Parent Company Address:

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____
4. Proposing Firm Address (if different):

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____
5. List the location of the office from which the Proposing Firm would provide services to the CDD.

Street Address _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contract Name _____ Title _____

6. Is the Proposing Firm incorporated in the State of Florida? Yes () No ()

6.1 If yes, provide the following:

- Is the Proposing Firm in good standing with the Florida Department of State, Division of Corporations? Yes () No ()

If no, please explain _____

- Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

- The state with whom the Proposing Firm is incorporated? _____

- Is the Proposing Firm in good standing with that state? Yes () No ()

If no, please explain _____

- Date incorporated _____ Charter No. _____

- Is the Proposing Firm authorized to do business in the State of Florida? Yes () No ()

6.3 If Proposing Firm is not incorporated; please identify the type of business entity (i.e.: Limited Liability Company, Partnership, etc.) and the number of years Proposing Firm has been in the business of providing tree removal-replacement services.

7. Has the Proposing Firm provided services for a community development district or similar community previously? Yes () No ()

7.1 If yes, provide the following on a separate page:

- Number of contracts Proposing Firm has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Proposing Firm's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

(14) _____, (15) _____, (16) _____.

9. What are the Proposing Firm's current insurance limits?

General Liability \$ _____
 Automobile Liability \$ _____
 Umbrella Coverage \$ _____
 Workers Compensation \$ _____
 Expiration Date _____

10. Please state whether or not the Proposing Firm or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes () No () If so, state the name(s) of the company(ies) _____

The state(s) where barred or suspended _____
 State the period(s) of debarment or suspension _____

11. Has the Proposing Firm ever failed to fulfill its obligations under any contract awarded to it?

Yes _____ No _____ If so, where and why? _____

12. Has any officer or partner of the Proposing Firm ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract?

Yes () No () If so, state name of individual, other organization and reason(s) therefore. _____

13. List any and all litigation to which the Proposing Firm or any of its affiliates has been a party in the last five (5) years. _____

14. Has the Proposing Firm or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. _____

15. List five (5) current clients, including contact persons and telephone numbers, as well as their contract value and length of service:

16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:

17. List technicians and include number of years of experience:

18. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.

19. Attach any certifications or documentation regarding educational experience of key personnel that would assist the CDD in evaluating the quality and experience of such personnel.

20. Key Personnel: Describe any experience of the principal individuals (foremen, superintendents, etc.) who are responsible for the actual work of your organization and who will be assigned to this contract if awarded to the contractor.

Name	Position
------	----------

Type of Work	Yrs. Experience	Yrs. With Firm
--------------	-----------------	----------------

Name	Position
------	----------

Type of Work	Yrs. Experience	Yrs. With Firm
--------------	-----------------	----------------

Name	Position
------	----------

Type of Work	Yrs. Experience	Yrs. With Firm
--------------	-----------------	----------------

Name	Position	
Type of Work	Yrs. Experience	Yrs. With Firm

Name	Position	
Type of Work	Yrs. Experience	Yrs. With Firm

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the CDD or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the CDD should consider the Proposing Firm for award under this RFP, including such matters as the Proposing Firm's ability, standing, integrity, quality of performance, efficiency and general reputation.

Name of Proposing Firm

By: _____

[Type Name and Title of Person Signing]

This _____ day of _____, 2019.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2019, by _____, as _____ of _____, a _____.

He or she is () personally known to me; or () has produced _____, as identification.

SWORN to and subscribed before me this _____ day of _____, 2019.

Signature of Notary Public

Printed name of Notary Public

CORPORATE OFFICERS

Company Name_____

Provide the following information for Officers of the Proposing Firm and parent company, if any.

NAME (PROPOSING FIRM)	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
NAME (PARENT COMPANY - if applicable)			

AFFIDAVIT FOR INDIVIDUAL

State of _____

ss:

County of _____

_____, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers contained herein are correct and true as of this date; _____ and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and will be considered such action on the part of the Proposing Firm to constitute good cause for rejecting Proposing Firm's proposal.

(Proposing Firm must also sign here)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2019, by _____, as _____ of _____, a _____ . He or she is () personally known to me; or () has produced _____, as identification.

SWORN to and subscribed before me this _____ day of _____, 2019.

Signature of Notary Public

Printed name of Notary Public

AFFIDAVIT FOR PARTNERSHIP

State of _____ ss:

County of _____

_____, is a member of the firm of _____, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Proposing Firm will be considered to constitute good cause for rejecting Proposing Firm's proposal.

(Signature of a General Partner is Required)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2019, by _____, as _____ of _____. He or she is () personally known to me; or () has produced _____, as identification.

SWORN to and subscribed before me this _____ day of _____, 2019.

Signature of Notary Public

Printed name of Notary Public

AFFIDAVIT FOR CORPORATION

State of _____ ss:

County of _____

(title) _____
of the _____

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and such action on the part of the Proposing Firm will be considered good cause for rejection of Proposing Firm's proposal.

(Officer must also sign here)

CORPORATE SEAL

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2019, by _____, as _____ of _____, a _____ . He or she is () personally known to me; or () has produced _____, as identification.

SWORN to and subscribed before me this _____ day of _____, 2019.

Signature of Notary Public

Printed name of Notary Public

**SWORN STATEMENT UNDER SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Meadow Pointe II CDD Community Development District.
2. This sworn statement is submitted by _____
(Print Name of Entity Submitting Sworn Statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ and my relationship to the
entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - A) A predecessor or successor of a person convicted of a public entity crime; or,
 - B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives,

partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Florida Department of
Management Services.)

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of
_____, 2019, by _____, as
_____ of _____, a
_____. He or she is () personally known to me; or () has
produced _____, as identification.

SWORN to and subscribed before me this _____ day of _____, 2019.

Signature of Notary Public

Printed name of Notary Public

**“DRAFT”
TREE REMOVAL-REPLACEMENT SERVICE AGREEMENT**

This Agreement (“Contract”), is made between MEADOW POINTE II CDD COMMUNITY DEVELOPMENT DISTRICT (hereinafter referred to as “CDD” or “Owner”), a community development district organized under the laws of the State of Florida and established pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida, and having offices at c/o Meadow Pointe II CDD, 30051 County Line Road, Wesley Chapel, Florida 33543, and _____ (hereinafter referred to as “Contractor”) located at _____.

RECITALS

WHEREAS, the CDD was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the CDD has a need to retain an independent contractor to provide tree removal-replacement services for various sub-divisions within and around Meadow Pointe II CDD; and

WHEREAS, Contractor submitted a proposal (hereinafter “Proposal”) and incorporated herein by reference, and represents that it is qualified to serve as contractor for this project to provide said tree removal-replacement services to the CDD.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the CDD agree as follows:

I. INCORPORATION OF RECITALS

The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

II. DESCRIPTION OF WORK

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the scope of services attached hereto as **Exhibit “A”** or any

Additional Services Order subject to this Contract (hereinafter referred to as the "Contract Work"). A site map of the CDD showing the locations of existing trees to be removed and replaced by the Contractor is attached hereto as **Exhibit "B"**.

While performing the Contract Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Contract Work in accordance with the Proposal and attached specifications. All work shall be performed in a neat and professional manner reasonably acceptable to the CDD and shall be of the very highest quality at least in accordance with industry standards. The performance of all services by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the CDD.

1. Should any work and/or services be required which are not specified in this Contract, Additional Services Order, or any addenda, but which are nevertheless necessary for the proper provision of services to the CDD, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.
2. The Contractor agrees that the CDD shall not be liable for the payment of any work or services unless the CDD, through an authorized representative of the CDD, authorized the Contractor, in writing, to perform such work.
3. The CDD shall designate in writing one or more individuals to act as the CDD's representative(s) with respect to the Contract Work. The CDD's representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the CDD's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.
4. Contractor shall use due care to protect the property of the CDD, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

III. CONTRACT SUM; TERM

The CDD agrees to pay the Contractor for the Contract Work not-to-exceed the sum of _____.

1. If the CDD should desire additional work or services, 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 Additional Services Order, addendum, or change order to this Contract. 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 CDD 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 CDD 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 CDD shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the CDD, that any indebtedness of the Contractor, as to services to the CDD, 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. The Contractor shall maintain records conforming to usual accounting practices. The Contractor agrees to render monthly invoices to the CDD, in writing, which shall be delivered or mailed to the CDD by the fifth (5th) day of the next succeeding month. Each monthly invoice will include such supporting information as the CDD may reasonably require the Contractor to provide. Within thirty (30) days of receipt of said invoice and supporting documentation, the CDD shall remit payment to Contractor in accordance with the monthly invoice. The CDD reserves the right to withhold all or any portion of a payment should the work not be completed in accordance with scope and terms set forth in this Contract, or otherwise found to be deficient, and such deficiencies are not corrected within the manner and timeframe prescribed by the CDD after having been brought to the Contractor's attention. The CDD also reserves the right to hire an outside vendor to complete and/or correct deficient work if Contractor fails to correct as set forth above and charge such costs to Contractor.

IV. TIME OF COMMENCEMENT

The work to be performed under this Contract shall commence after providing the CDD a requisite insurance referenced herein and no later than _____.

V. CONTRACTOR'S REPRESENTATIONS

In order to induce the CDD to enter into this Contract, Contractor makes the following representations, upon which the CDD has actually and justifiably relied:

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.
2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.
3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.
4. The Contractor agrees to be responsible for the tree removal-replacement services. The Contractor shall be strictly liable for any damages caused by the tree removal. The Contractor shall not be responsible for wind damages, or damages due to vandalism. The Contractor shall immediately notify the CDD if the above incident occurs.

VI. DUTIES AND RIGHTS OF CONTRACTOR

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment, Uniforms: Contractor shall maintain, at all times, strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property. Contractors are required to sign in and out at the clubhouse.
3. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and

all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the CDD's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Contract, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the CDD, in addition to any and all other remedies available under this Contract, may terminate this Contract. The "CDD Representatives" shall have complete authority to transmit instructions, receive information, interpret and define the CDD's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include, but not be limited to, verification of correct timing of services to be performed. The CDD hereby designates Sheila Diaz and Bradley S. Foran, P.E. and other representatives of Meadow Pointe II CDD to act as the CDD's Representatives. The CDD shall have the right to change its designated representatives at any time by written notice to the Contractor. The Contractor shall provide to management a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month. Further, upon request, the Contractor agrees to meet the CDD's Representatives at least monthly to inspect the property to discuss conditions, schedules, and items of concern regarding this Contract, and to attend all meetings of the CDD's Board of Supervisors.

4. **Safety.** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions, at all times, to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
5. **Environmental Activities.** The Contractor agrees to use best management practices, consistent with industry standards. The Contractor shall keep all equipment clean and properly dispose of waste. The Contractor shall be responsible for any environmental cleanup, and correcting any other harm resulting from the Work to be performed by Contractor.

VII. INDEMNIFICATION

Contractor does hereby indemnify and hold harmless the CDD, its officers, agents and employees, and volunteers from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract. In accordance with Section

725.06, Fla. Stat., the CDD and the Contractor agree that Contractor's responsibility regarding the foregoing indemnification shall not exceed One Million Dollars (\$1,000,000.00). The parties specifically agree that the limitation amount bears a reasonable commercial relationship to the Contract.

In any and all claims against the CDD or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Contractor shall and does hereby indemnify and hold harmless the CDD and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

VIII. INSURANCE

1. Before performing any Contract Work, the Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the CDD and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the CDD.
2. **WORKERS' COMPENSATION:** The Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the CDD. All documentation must be provided to the CDD at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site. All contractors and subcontractors shall have workers' compensation insurance.

3. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
4. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
5. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
6. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the CDD.
 - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The CDD shall retain the right to review, at any time, coverage, form, and amount of insurance.
8. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the CDD is an insured under the policy.
10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the CDD prior to commencement of the Contract Work, and a minimum of 10 calendar days before the expiration of the insurance contract when applicable. All insurance certificates shall be received by the CDD before the Contractor shall commence or continue work.
11. Notices of accidents (occurrences) and notices of claims associated with the work being performed under this Contract shall be provided to the Contractor's insurance company and to the CDD as soon as practicable after notice to the insured.

12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation or unless specific approval is given by the CDD, are to be written on an occurrence basis, shall name the CDD, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the CDD, its Supervisors, Officers, Agents, Employees or Volunteers.
14. If the Contractor fails to have secured and maintained the required insurance, the CDD has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the CDD's obtaining the required insurance.

IX. EARLY TERMINATION FOR BREACH OF CONTRACT

1. Contractor's Termination. Contractor may terminate this Contract with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the CDD by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the CDD.
2. CDD's Termination. The CDD may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to the Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the CDD's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the CDD may have against the Contractor. On such termination, the CDD may take possession of the work site and all materials thereon, and finish the work in whatever way it deems expedient. If the expense of finishing the work exceeds the unpaid balance at the time of termination, the Contractor agrees to pay the difference to the CDD within ten (10) days after written notice.

On a default by the Contractor, the CDD may elect not to terminate the contract, and in such event, it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. On a default by Contractor, the CDD further reserves the right to pursue any and all remedies available under the law, including but not limited to equitable and legal remedies.

X. ATTORNEY'S FEES

If any dispute occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, bankruptcy and/or appellate proceedings, as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

XI. MISCELLANEOUS

1. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.
2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the CDD and any of the CDD's successors, assigns, and legal representatives of the CDD in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the CDD are personally or individually bound by this Contract.
3. Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the Owner in order to perform the services under the Contract by doing the following: upon the request of the Owner's Custodian of Public Records, providing the Owner with copies of or access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following completion of the Contract if the Contractor does not transfer the records to the Owner; and upon completion of the Contract by transferring, at no cost, to the Owner all public records in possession of the Contractor or by keeping and maintaining all public records required by the CDD to perform the services. If

the Contractor transfers all public records to the CDD upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's Custodian of Public Records, in a format that is compatible with the information technology systems of the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CDD'S CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO, INFRAMARK SERVICES, 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071, TEL. 954-753-5841, SANDRA.DEMARCO@INFRAMARK.COM.

4. The laws of the State of Florida shall govern all provisions of this Contract. In the event the parties to this Contract cannot resolve a difference with regards to any matter arising here from, the dispute will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Pasco County, Florida.
5. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
6. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
7. The execution of this Contract has been duly authorized by the appropriate body or official of the CDD and the Contractor, both the CDD and the Contractor have complied with all the requirements of law, and both the CDD and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
8. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CDD and the Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a

valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9. To the extent the terms described in the attachments conflict with the terms of the Contract document, the terms of this Contract and the original Invitation for Proposal shall control.
10. Notices: Unless specifically stated to the contrary elsewhere in this Contract, where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by email and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or email, whichever is first:

With a copy to: Andrew Cohen, Esq., 6853 Energy Court, Lakewood Ranch, FL 34240.

To CDD: Meadow Pointe II CDD Community Development District

30051 County Line Road
Wesley Chapel, FL 33543
Attn: Sheila Diaz, Operations Manager

With a copy to: Bradley S. Foran, P.E.
701 Enterprise Road East, Suite 410
Safety Harbor, FL 34695

To Contractor:

This portion left blank

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**MEADOW POINTE II CDD
COMMUNITY DEVELOPMENT
DISTRICT**

Signature

Signature

By: _____

By: _____

☐ Secretary
☐ Assistant Secretary

☐ Chairperson
☐ Vice Chairperson

Date: _____

ATTEST:

CONTRACTOR

Signature

Signature

By: _____

By: _____

Date _____

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF SERVICES

TREE REMOVAL-REPLACEMENT SERVICES

1) SCOPE - Meadow Pointe II CDD is proposing the removal of **oak trees** located within the CDD's right-of-way at a specified sub-division(s) located in Wesley Chapel, Florida. The CDD will also purchase and have planted replacement trees. Qualified firms(s) bidding on this proposal must provide all equipment and materials described in this documentation, but are not limited to the following:

- 1) Subcontractors will be allowed on the project.
- 2) Contractor shall secure all permits.
- 3) Contractor shall cut down trees.
- 4) Contractor shall remove all debris.
- 5) Contractor shall grind stump 18" below ground level. Once tree is removed the contractor shall have two weeks to perform the stump grinding. Once the tree has been removed and have had their stumps ground the area shall be backfilled and sodded within two weeks. The areas should be backfilled and sodded with St Augustine grass or an approved equal.
- 6) Contractor shall grind and remove any surface roots that are evident.
- 7) The warranty requirement for the newly planted trees shall be 1 year.
- 8) Contractor shall be responsible for any and all damages done to property, to include sidewalk breaks, cables, sprinkler lines, utilities, damages to homes. Anything damaged by the contractor shall be repaired to like new conditions.
- 9) Contractor shall provide list of references.
- 10) Types of trees are to be used to replace the trees removed are Magnolia, Crepe Myrtle, Ligustrum, Verbatim and Holly. The intent is to have an even distribution of the trees. If 100 trees are removed, then 20 of each species listed shall be installed. The same proportion shall be used for the entire project. Minimum size shall be 5' in height and 15 gallon.
- 11) Contractor must be licensed bonded and insured and carry worker's compensation For all employees.
- 12) Contractor shall be responsible for verification of the trees to be removed.
- 13) **Contractor shall remove only "oak" trees in this proposal.**

- 14) The contractor shall plant the new tree near to the removal location of the tree removed and subject to approval by the CDD. If an appropriate area cannot be in the physical community where the tree was removed the contractor shall coordinate with the CDD to determine a final location for the new tree
- 2) **MAINTENANCE OF PAVED AND AREAS** – All paved surfaces (travel lanes, sidewalks, driveways, etc.) shall be kept free of debris.
 - 3) **CLEAN UP** – At no time will the CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. The CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of the sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

EXHIBIT "B"
Site Maps for Tree Removal



TREES TO BE REMOVED		
SUB-DIVISION	TYPE OF TREE	TOTAL NUMBER OF TREES TO BE REMOVED
CHARLESWORTH	OAK TREES	8

LEGEND
OAK TREE(S)
TO BE REMOVED

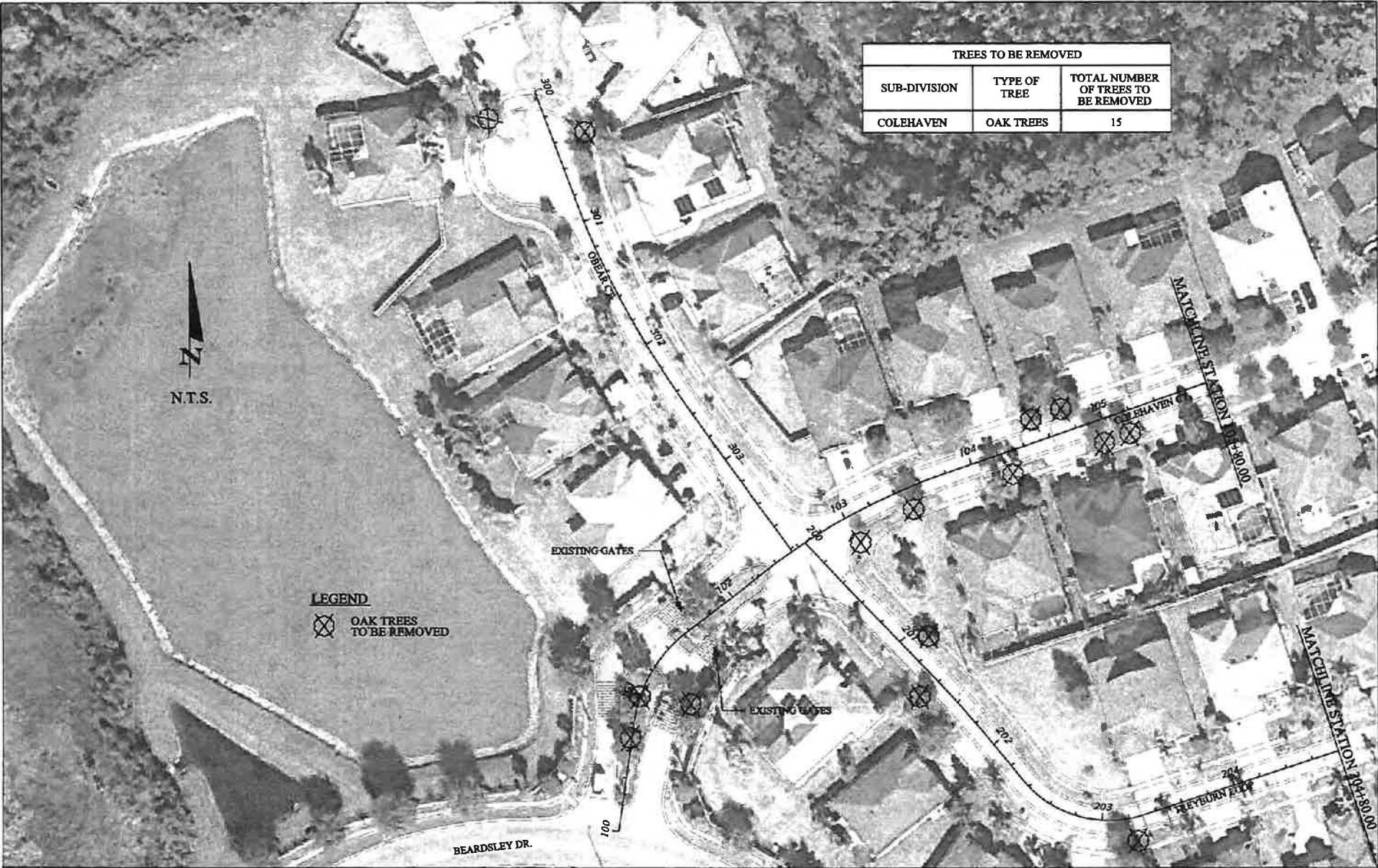
REVISIONS	
DATE	DESCRIPTION

LH
LIGHTHOUSE ENGINEERING INC.
701 ENTERPRISE ROAD EAST, SUITE 410
SAFETY HARBOR, FL 34695
PHONE: (727) 726-7856 FAX: (727) 683-9848
CERTIFICATE OF AUTHORIZATION NO. 28576
E.O.R.: BRANTLEY S. FORAN, P.E. NO. 5034

MEADOW POINT II		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	PASCO	N/A

CHARLESWORTH TREE REMOVAL	SHEET NO.

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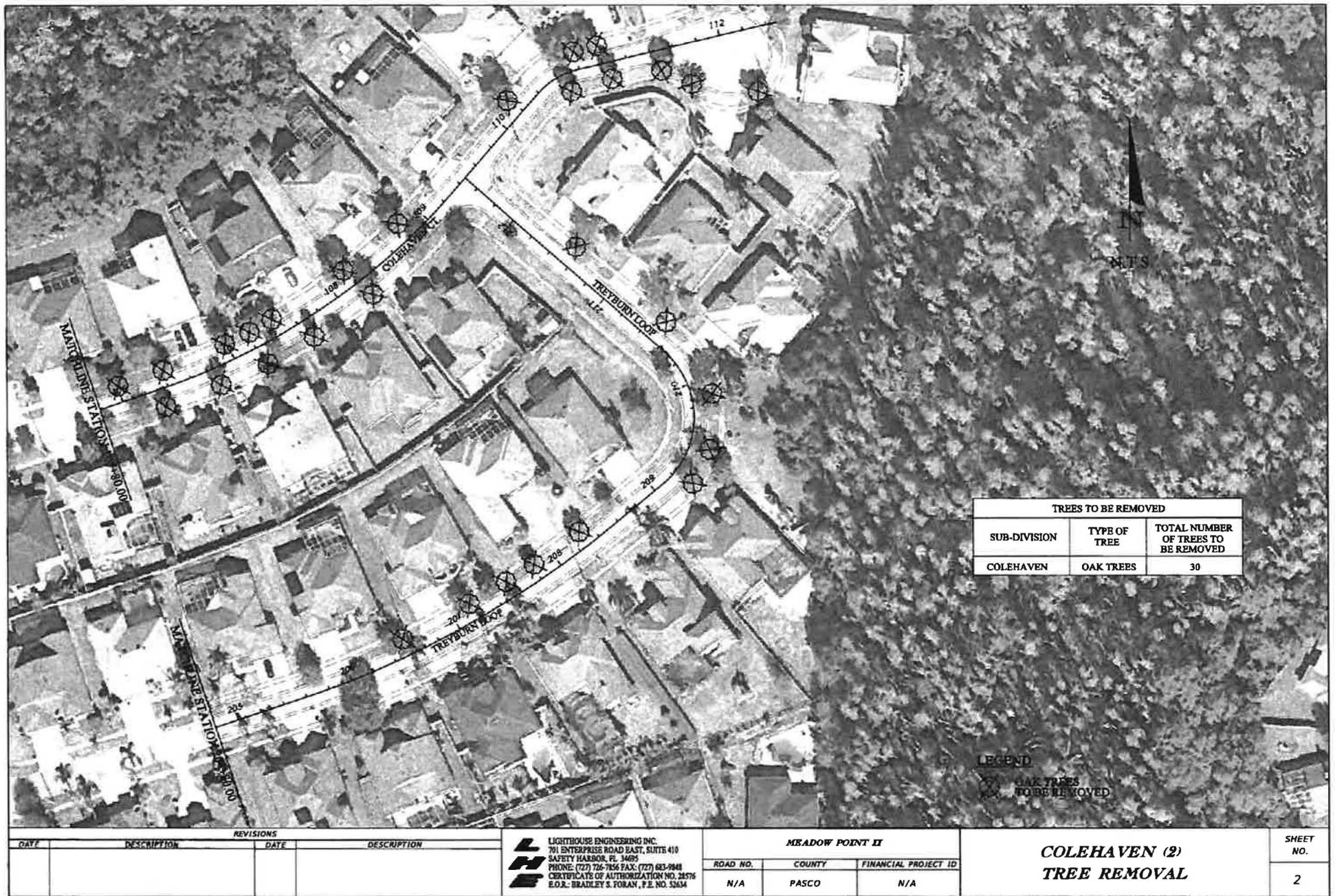
TREES TO BE REMOVED		
SUB-DIVISION	TYPE OF TREE	TOTAL NUMBER OF TREES TO BE REMOVED
COLEHAVEN	OAK TREES	15

REVISIONS		DESCRIPTION	DATE	DESCRIPTION
DATE	DESCRIPTION			

	LIGHTHOUSE ENGINEERING INC. 701 ENTERPRISE ROAD EAST, SUITE 410 SAFETY HARBOR, FL 34695 PHONE: (727) 726-7856 FAX: (727) 683-9848 CERTIFICATE OF AUTHORIZATION NO. 28376 E.O.R.: BRADLEY S. FORAN, P.E. NO. 52634	
	MEADOW POINT II	
ROAD NO.		COUNTY
N/A		PASCO
FINANCIAL PROJECT ID		N/A

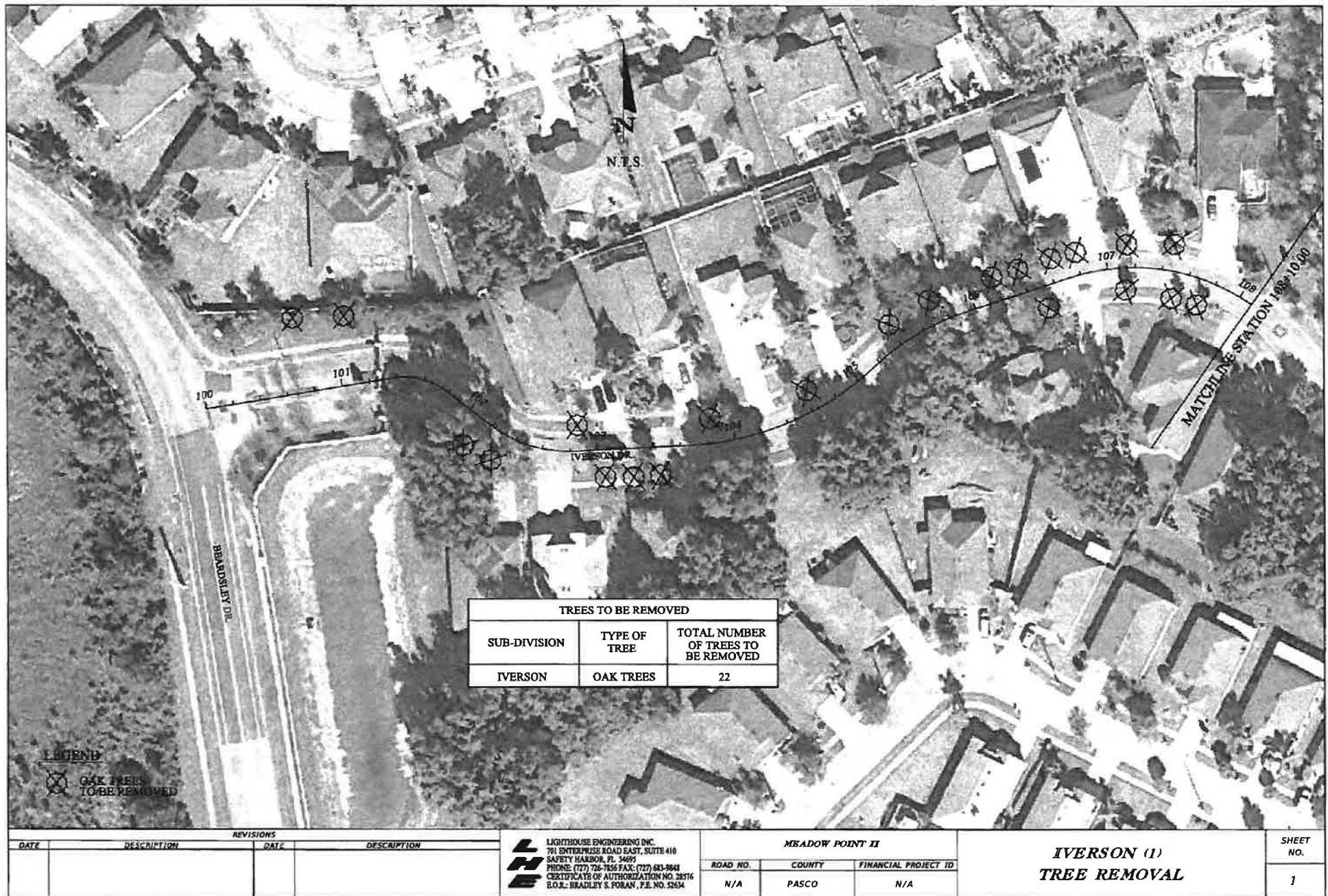
COLEHAVEN (1) TREE REMOVAL	
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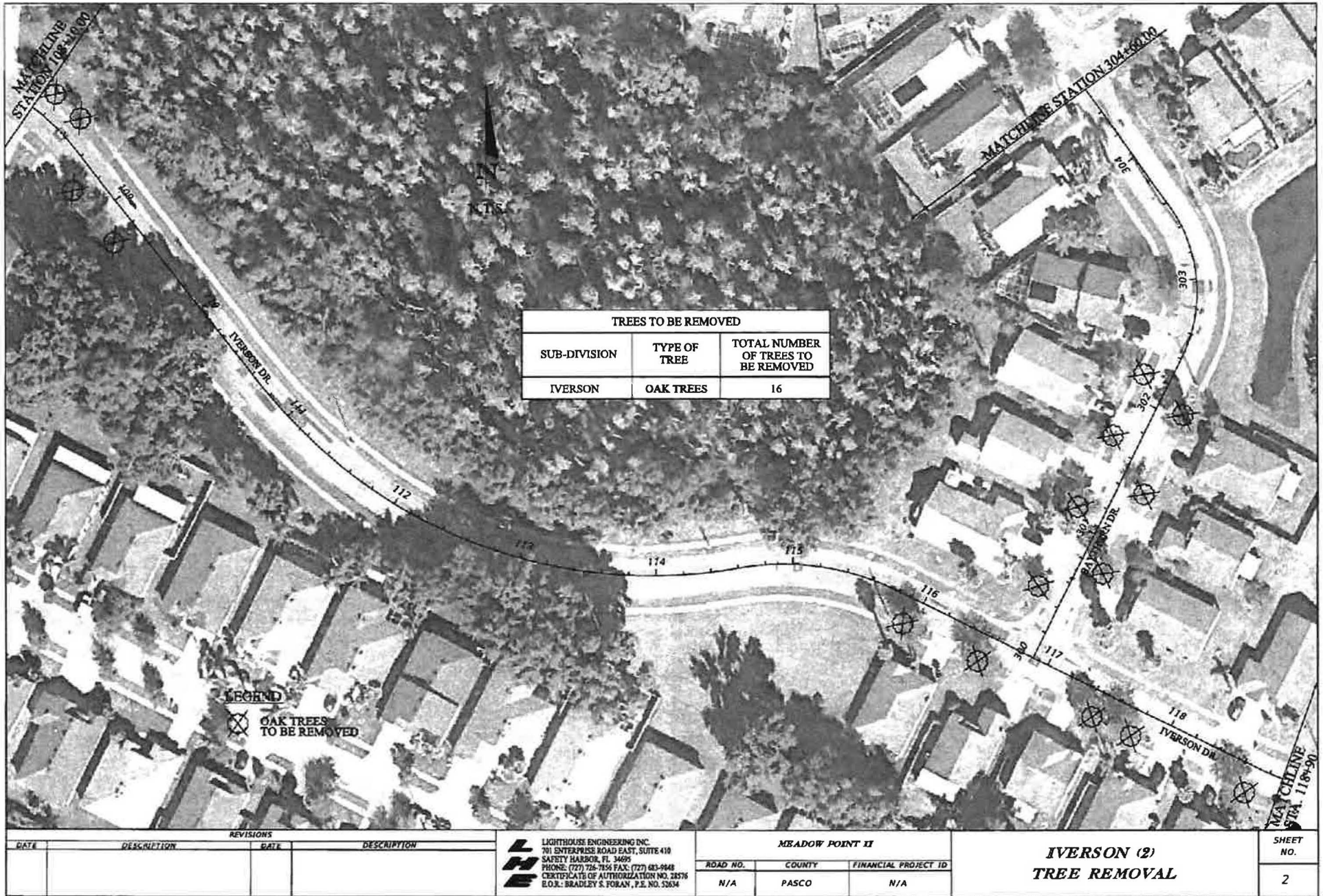
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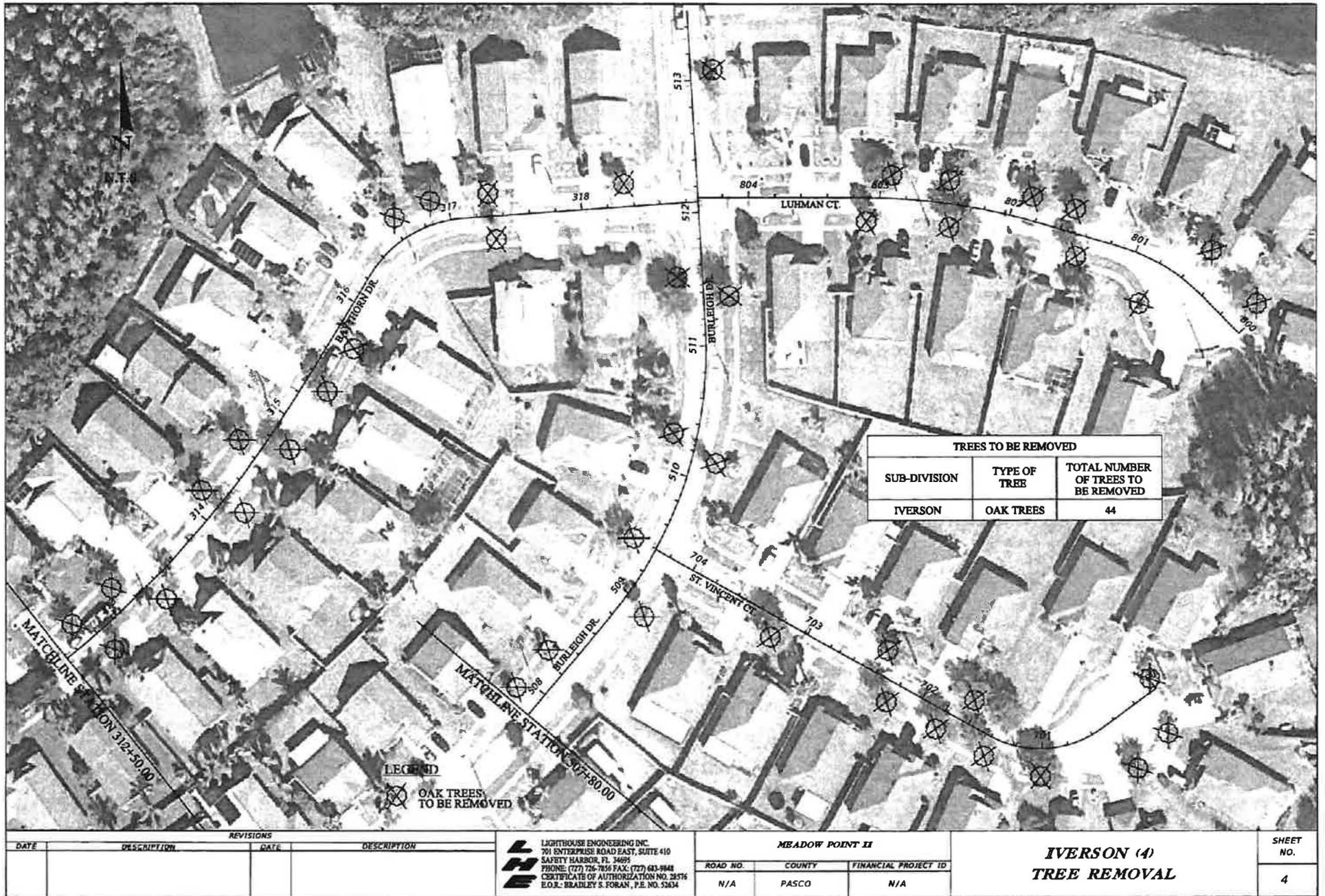
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

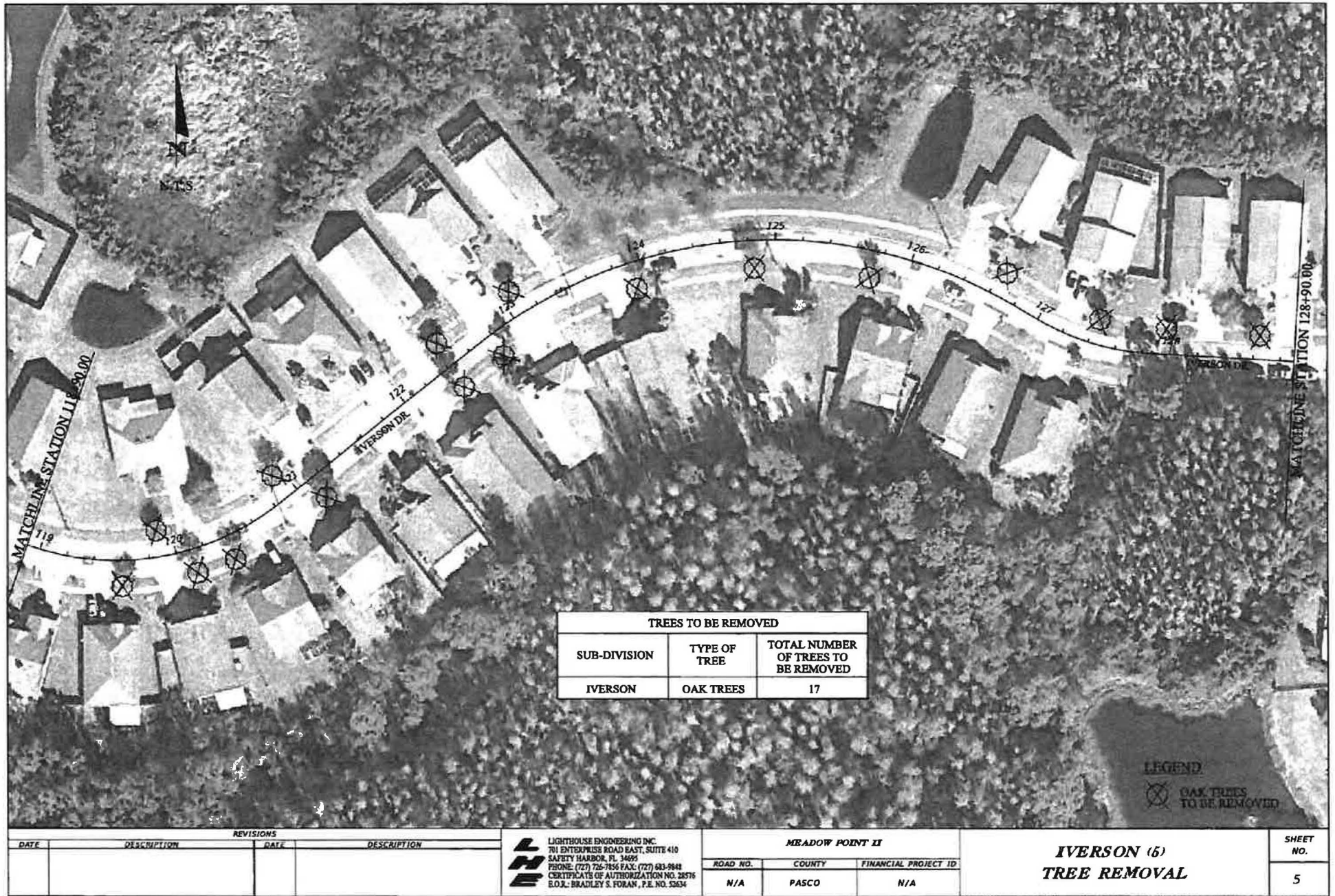
L LIGHTHOUSE ENGINEERING INC.
 701 ENTERPRISE ROAD EAST, SUITE 410
 SAFETY HARBOR, FL 34695
 PHONE: (727) 726-7156 FAX: (727) 683-9848
 CERTIFICATE OF AUTHORIZATION NO. 28376
 E.O.L.: BRADLEY S. FORAN, P.E. NO. 53634

MEADOW POINT II		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	PASCO	N/A

**IVERSON (3)
TREE REMOVAL**


SHEET
NO.
3







TREES TO BE REMOVED		
SUB-DIVISION	TYPE OF TREE	TOTAL NUMBER OF TREES TO BE REMOVED
IVERSON	OAK TREES	11

LEGEND
 OAK TREES TO BE REMOVED

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LH E LIGHTHOUSE ENGINEERING INC.
 701 ENTERPRISE ROAD EAST, SUITE 418
 SAFETY HARBOR, FL 34605
 PHONE: (727) 726-7156 FAX: (727) 683-9948
 CERTIFICATE OF AUTHORIZATION NO. 28576
 E.O.R.: BRADLEY S. FORAN, P.E. NO. 52654


MEADOW POINT II		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	PASCO	N/A

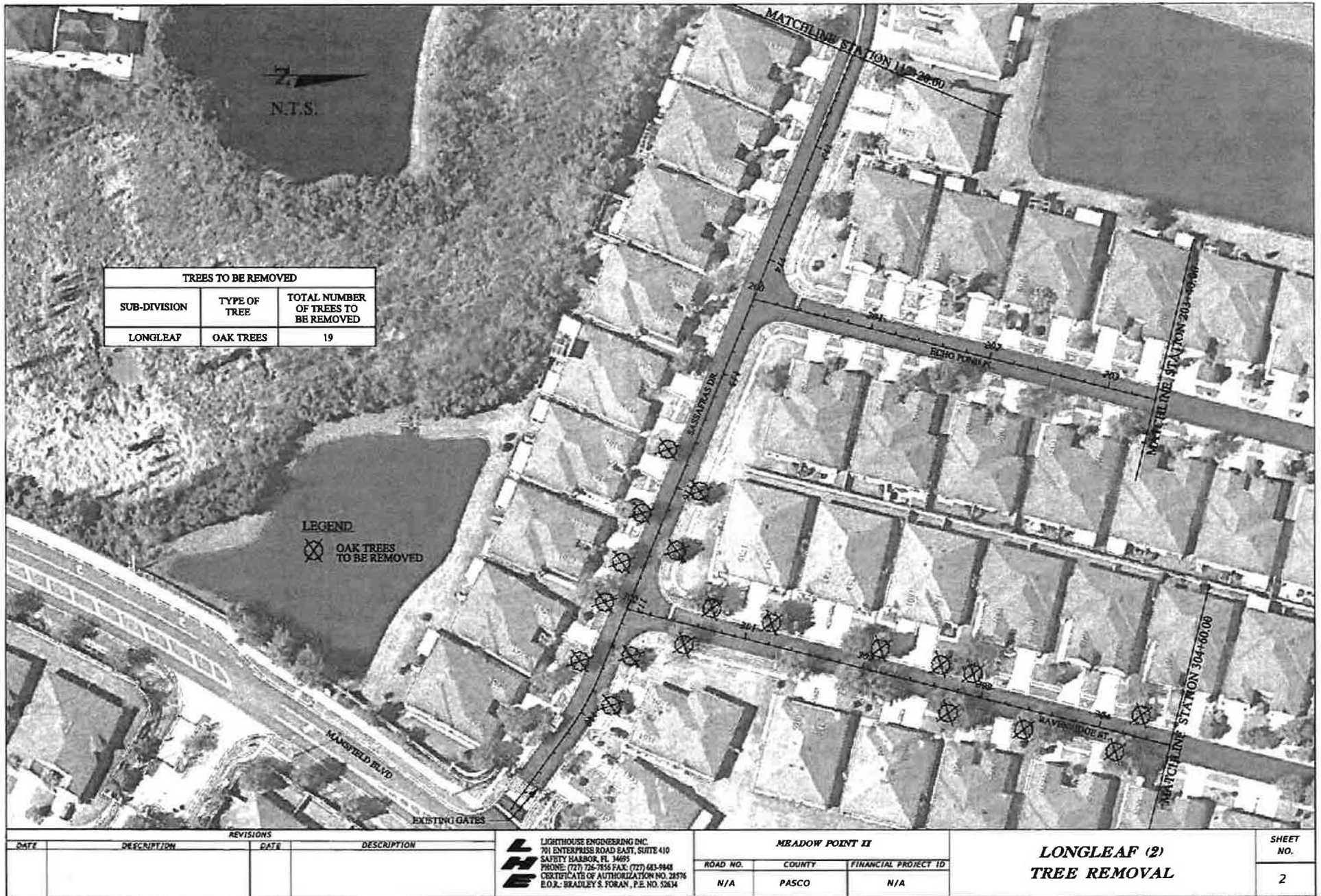
**IVERSON (6)
 TREE INVENTORIES**

SHEET NO.
6

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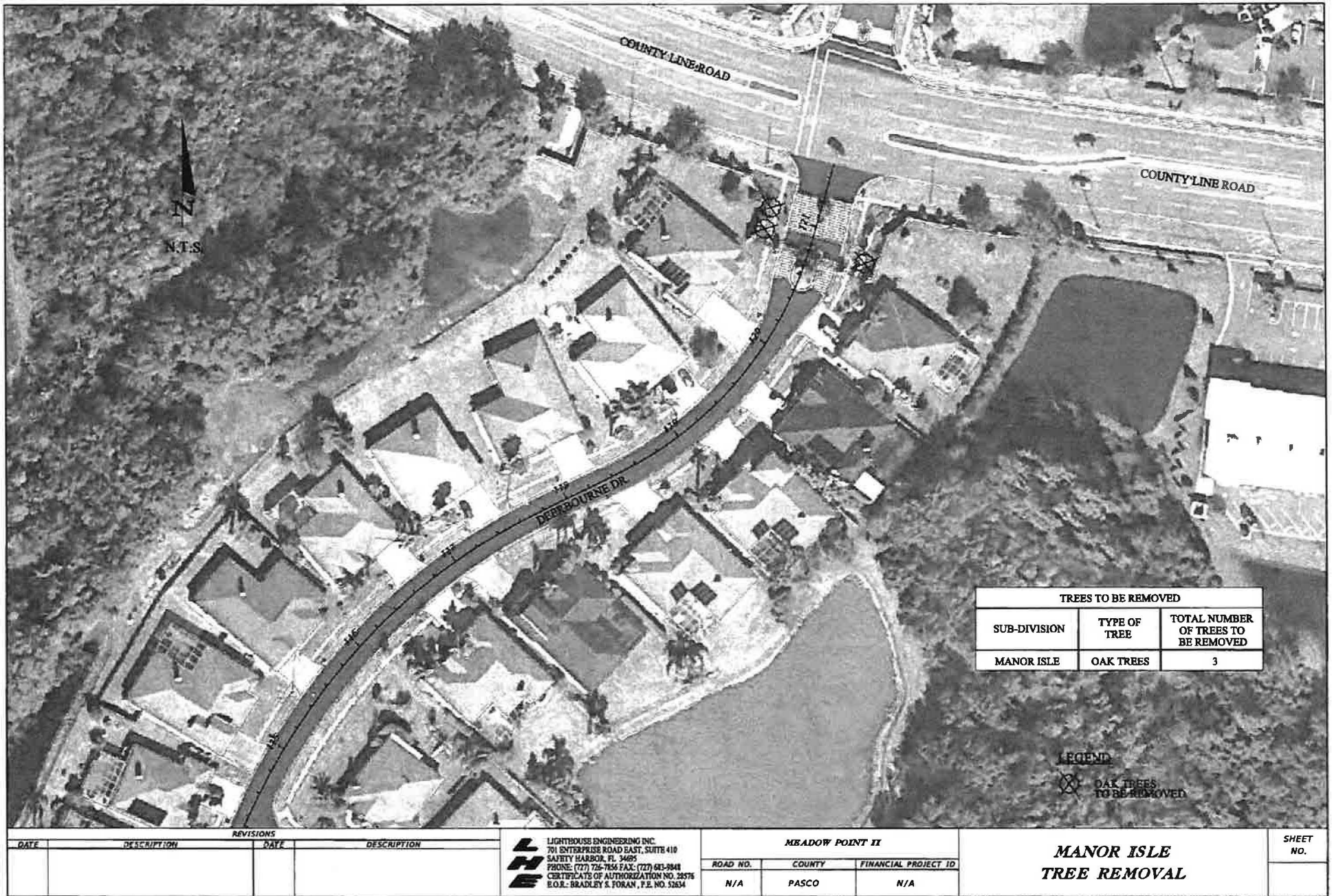


REVISIONS				 <div>LIGHTHOUSE ENGINEERING INC. 701 ENTERPRISE ROAD EAST, SUITE 410 SAFETY HARBOR, FL 34695 PHONE: (727) 726-7856 FAX: (727) 683-9848 CERTIFICATE OF AUTHORIZATION NO. 28576 E.O.R.: BRADLEY S. FORAN, P.E. NO. 53634</div>	MEADOW POINT II			LONGLEAF (1) TREE REMOVAL	SHEET NO. 1
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					N/A	PASCO	N/A		






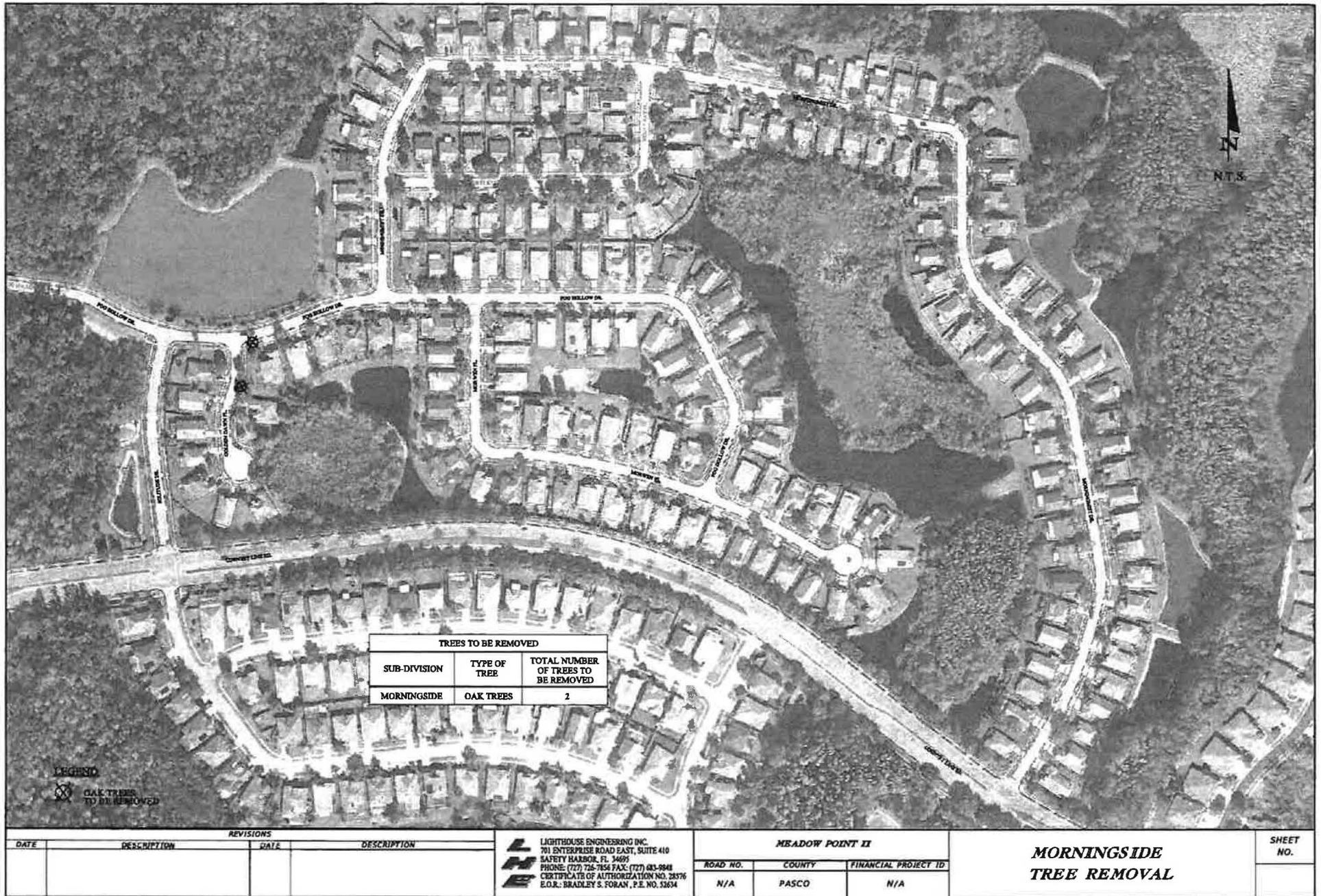




TREES TO BE REMOVED		
SUB-DIVISION	TYPE OF TREE	TOTAL NUMBER OF TREES TO BE REMOVED
MANOR ISLE	OAK TREES	3

LEGEND
 OAK TREES TO BE REMOVED

REVISIONS		DATE	DESCRIPTION	DATE	DESCRIPTION	 LIGHTHOUSE ENGINEERING INC. 701 ENTERPRISE ROAD EAST, SUITE 410 SAFETY HARBOR, FL 34685 PHONE: (727) 726-7854 FAX: (727) 663-8841 CERTIFICATE OF AUTHORIZATION NO. 18875 E.O.R.: BRADLEY S. FORAN, P.E. NO. 52634	MEADOW POINT II			MANOR ISLE TREE REMOVAL	SHEET NO.
DATE	DESCRIPTION						ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
							N/A	PASCO	N/A		



REVISIONS				MEADOW POINT II			SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
				N/A	PASCO	N/A	

LH E LIGHTHOUSE ENGINEERING INC.
 701 ENTERPRISE ROAD EAST, SUITE 410
 SAFETY HARBOR, FL 34695
 PHONE: (727) 726-7554 FAX: (727) 483-0948
 CERTIFICATE OF AUTHORIZATION NO. 28376
 E.O.R.: BRADLEY S. FORAN, P.E. NO. 52634

**MORNINGSIDE
 TREE REMOVAL**

user

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