

**Meadow Pointe II
Community Development District**

November 3, 2021

AGENDA PACKAGE

Communications Media Technology Via Zoom:

<https://us02web.zoom.us/j/86116804859?pwd=S0lQRGdOeERmbENUeFhnY2RpNXFuUT09>

Meeting ID: 861 1680 4859

Passcode: 123456

Call In #: 1-929-205-6099

Meadow Pointe II Community Development District

Inframark, Infrastructure Management Services

210 North University Drive Suite 702, Coral Springs, Florida 33071

Phone: 954-603-0033 Fax: 954-345-1292

October 27, 2021

Board of Supervisors
Meadow Pointe II
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Meadow Pointe II Community Development District followed by a workshop will be held **Wednesday, November 3, 2021**, at 6:30 p.m. at the Meadow Pointe II Clubhouse, located at 30051 County Line Road, Wesley Chapel, Florida, and via Zoom Video Communications. Following is the agenda for the meeting and following workshop:

- 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. Non-Staff Reports**
 - A. Residents Council
 - B. Government Liaison
- 7. Consent Agenda**
 - A. Deed Restrictions/DRVC
- 8. Reports**
 - A. Architectural Review
 - B. District Counsel
 - i. Discussion of Tullamore Parking Agreement
 - C. District Engineer
 - D. Operations Manager
- 9. Approval/Disapproval/Discussion**
- 10. Audience Comments (Comments will be limited to three minutes.)**
- 11. Supervisor Comments**
- 12. Adjourn the Regular Meeting and Proceed to a Workshop**

Meadow Point II C.D.D.
October 27, 2021
Page Two

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

- 1. Call to Order**
- 2. Items for Discussion**
- 3. Adjournment**

Only items contained in the regular meeting will be voted on. A motion and a second must be made prior to any discussion. Each Supervisor will be given two minutes to make remarks; a second two-minute round will be given for rebuttal; after which a vote on the motion will be made. If there is not a second, the motion will die and no further discussion will be had.

Items listed for discussion during the workshop will be brought to the floor by the Chairperson and each Supervisor will have three minutes to discuss the issue, a second two-minute round will be given for rebuttal; after which a vote will be taken only for the purpose of determining whether or not the issue has support to proceed to the floor under New Business at the next full staff meeting. If there is not sufficient support for the issue, it will be tabled until a later discussion can be had. Only items on the agenda will be discussed and there will be no additional New Business.

Sincerely,

Robert Nanni

Robert Nanni
District Manager

EIGHTH ORDER OF BUSINESS

8Bi.

**TULLAMORE HOMEOWNERS
ASSOCIATION, INC. AND MEADOW POINTE II COMMUNITY
DEVELOPMENT DISTRICT PARKING ENFORCEMENT AGREEMENT**

WHEREAS, Tullamore Homeowners Association, Inc. (the “**Association**”) has coordinated with the Meadow Pointe II Community Development District (the “**CDD**”) for the Association to be the entity primarily responsible for the enforcement measures related to the CDD owned and maintained parking areas situated off Tullamore Drive, Goodwick Way, Blackwater Drive and Mossbank Drive (the “**Parking Areas**”) and the roadways of Tullamore Drive, Goodwick Way, Blackwater Drive and Mossbank Drive (the “**Roads**”) all at no cost to the CDD; and

FOR AND IN CONSIDERATION of the Association taking responsibility for the parking enforcement related to the use of the Parking Areas and the Roads and enforcing for violations of the Association’s governing documents, as defined in *Florida Statutes* Chapter 720, and the Tullamore Homeowners Association Rules and Regulations adopted April 21, 2021, as amended from time to time (the “**Rules and Regulations**”) related to the same, the Association and the CDD agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if repeated at length.

2. The Association shall defend, indemnify, save and hold the CDD, including its supervisors, managers, employees, attorneys, insurers, representatives, agents, successors, and assigns (collectively, the “**CDD Parties**”) harmless from and against and reimburse the CDD and the CDD Parties for any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature, including attorneys’ fees and court costs, incurred by the CDD arising directly or indirectly from or out of, or relating to or in any way connected with, the Association’s actions taken to govern the use of the Parking Areas and the Roads, and enforce its governing documents and Rules and Regulations related to the same. This provision is limited to the Association’s actions taken to govern the use of the Parking Areas and the Roads and enforce its governing documents and Rules and Regulations related to the same, and does not apply to any liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature, including attorneys’ fees and court costs incurred by the CDD and the CDD Parties arising from or related to the CDD’s maintenance, repair and paving of the Parking Areas and the Roads or incidents occurring on Parking Areas and the Roads not related to the Association’s enforcement of its governing documents and Rules and Regulations. Should it be discovered before, during or following the filing of any lawsuit arising from the Association’s actions taken to govern the use of the Parking Areas and the Roads, and enforce its governing documents and Rules and Regulations related to the same, that a CDD Board member or any of the CDD Parties encouraged, enticed, or in any way contributed to the filing of a lawsuit that the Association would be responsible for indemnifying the CDD in under this Paragraph 2, the Association shall not be required to indemnify the CDD in said lawsuit and this Paragraph 2 shall not apply.

3. The CDD grants the Association the primary authority to govern the use of the Parking Areas and the Roads by enforcing its governing documents, as defined in *Florida Statutes* Chapter 720, and the Rules and Regulations. This permitted enforcement shall include, but not be limited to, the following: (1) the towing of vehicles, as permitted by F.S. §715.07 and F.S. §713.78, parked in violation of the Association’s governing documents and the Rules and Regulations; (2) the fining of owners, as permitted by the Association’s governing documents and *Florida Statutes* Chapter 720,

who park or whose tenants, guests or invitees park in violation of the Association's governing documents and the Rules and Regulations; and (3) the initiation of legal proceedings pursuant to F.S. §720.311, F.S. §720.305 and the Association's governing documents, in order to obtain injunctive relief requiring an owner, their tenants, guests or invitees to comply with the Association's governing documents and Rules and Regulations. The Association shall notify the CDD, in the same manner that the Association notifies its membership by way of a fourteen (14) day notice as required by Florida Statutes Sections 720.303(2)(c)2. and 720.405(5), of any changes to the Rules and Regulations or its governing documents with respect to the Association's enforcement related to the Parking Areas and Roads.

4. The CDD and the Association acknowledge that upon execution of this Agreement, the Association has the rightful authority to enforce its governing documents and the Rules and Regulations with respect to the Parking Areas and the Roads pursuant to the entry of this Agreement.

5. The CDD shall remain responsible in its current capacity for the maintenance, repair and paving of the Parking Areas, the Roads and sidewalks located within the roadway rights-of-ways. The Parking Areas are identified (circled in red) in the attached **Exhibit "A."** No actions on the part of the CDD or the Association shall transfer ownership of the Parking Areas or the Roads.

6. If the CDD is contacted by any Association member, resident, occupant, tenant, guest, etc. or any other individual, regarding any issue related to the Association's enforcement of its governing documents and Rules and Regulations with respect to the Parking Areas and the Roads, the CDD will forward the issue to the Association and the CDD will refrain from responding to said inquiry. This paragraph shall apply to and restrict the CDD's Board and CDD personnel from responding to Association members, residents, occupants, tenants, guests, etc. or any other individual, on all social media platforms, via e-mail or on any other form of electronic communication during the term of this Agreement.

7. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Pasco County, Florida. The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto.

8. All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Certified Mail, Return Receipt Requested, to the parties, as follows:

(a) If to the CDD:	Meadow Pointe II Community Development District c/o Inframark Management Services 2654 Cypress Ridge Blvd. Suite 101 Wesley Chapel, FL 33544 Attn: Bob Nanni
--------------------	---

With a copy to:
Persson, Cohen & Mooney, P.A.
6853 Energy Court

Lakewood Ranch, Florida 33602
Attn: Andrew Cohen, Esq.

(b) If to the Association: Tullamore Homeowners Association, Inc.
c/o Wise Property Management, Inc.
18550 N. Dale Mabry Highway
Lutz, FL 33548
Attn: Douglas Lee, LCAM

With a copy to:
Glausier Knight Jones, PLLC
400 N. Ashley Dr. Suite 2020
Tampa, FL 33602
Attn: Stan Rowe, Esq.

9. The effective date of this Agreement ("Effective Date") shall be the date of last signature by the CDD or the Association. The Agreement term shall be for one (1) year from the Effective Date and shall automatically renew for one (1) year terms thereafter unless terminated or modified as referenced herein. During the term of the Agreement, the Agreement shall be terminable for cause. Should either party be deemed in breach of this Agreement, the non-breaching party shall provide the other party with a seven (7) calendar day notice to cure said breach. If the alleged breach of this Agreement is not cured within said seven (7) day period, the non-breaching party shall provide the other party with a written notice of termination. In addition, either party may terminate this Agreement with or without cause, at their convenience, at any time after providing the other party with a written thirty (30) calendar days' notice of such termination.

10. The Parties understand and agree that all documents of any kind provided to the CDD in connection with this Agreement may be public records and treated as such in accordance with Florida law.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO, 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071, 954-603-0033, SANDRA.DEMARCO@INFRAMARK.COM.

The Association understands that by virtue of this Agreement, all of its documents, records, and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If the Association will act on behalf of CDD, as provided under Section 119.011(2), Florida Statutes, the Association, subject to the terms of Section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall: keep and maintain public records required by CDD to perform the service, upon request from CDD's custodian of public records, provide CDD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law, and ensure 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 Agreement term and following completion of the Agreement if the Association does not transfer the records to the

CDD. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CDD, upon request from CDD's custodian of public records, in a format that is compatible with CDD information technology systems. If the Association does not comply with a public records request, CDD shall enforce the Agreement provisions in accordance with the Agreement.

11. If any litigation occurs between the parties as a result of this Agreement or any document or act required by this Agreement, 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 appellate and/or bankruptcy proceedings as well as proceedings to determine entitlement to and reasonableness of fees and costs.

12. The parties agree to observe and comply with all applicable federal, state, and local rules, orders, laws, and regulations pertaining to their operations under this Agreement. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable. This Agreement shall be assignable by the Association only upon the express written consent of the CDD.

13. Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

14. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

15. In accordance with State of Florida, Office of the Governor, Executive Order 11- 116 (superseding Executive Order 11-02, Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Association must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States, and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Association must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

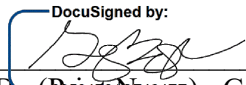
16. This Agreement has been negotiated fully between the CDD and the Association as an arm's length transaction. The CDD and the Association participated fully in the preparation of this

Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provisions of this Agreement, the parties are each deemed to have drafted, chose and selected the language, any doubtful language will not be interpreted or construed against any party.

17. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

18. The execution of this Agreement has been duly authorized by the appropriate body or official of the CDD and the Association and both the CDD and the Association have the full power and authority to comply with the terms and provisions of this Agreement. Tullamore Homeowners Association, Inc. and Meadow Pointe II Community Development District have caused this Agreement to be executed by their undersigned officer authorized to execute such documents for and on their behalf.

**TULLAMORE HOMEOWNERS
ASSOCIATION, INC.**

DocuSigned by:

By (Print Name): Gregory Bolzle
Its: President 11/2/2021
Dated: _____

**MEADOW POINTE II COMMUNITY
DEVELOPMENT DISTRICT**

By (Print Name): _____
Its: _____
Dated: _____