

**Meadow Pointe II
Community Development District**

February 1, 2023

AGENDA PACKAGE

Communications Media Technology Via Zoom:

<https://us02web.zoom.us/j/85340351345?pwd=dYtLZzAzVURRUE5sVys3eUhrVWdMZz09>

Meeting ID: 853 4035 1345

Passcode: 922382

Call In #: 1-929-205-6099

**The Agenda Package may contain draft
documents which are subject to change pending
Board approval at the Meeting.**

Meadow Pointe II Community Development District

Board of Supervisors

- ☐ Jamie Childers, Chairperson
- ☐ John Picarelli, Vice Chairman
- ☐ Nicole Darner, Assistant Secretary
- ☐ Kyle Molder, Assistant Secretary
- ☐ Robert Signoretti, Assistant Secretary

- ☐ Robert Nanni, District Manager
- ☐ Andrew Cohen, District Counsel

Wednesday, February 1, 2023 – 6:30 p.m.

Meeting Agenda

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- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance/Moment of Silence for our Fallen Service Members and First Responders**
- 4. Additions or Corrections to the Agenda**
- 5. Audience Comments (Comments will be limited to three minutes.)**
- 6. District Manager Report**
- 7. District Engineer Report**
- 8. District Counsel Report**
- 9. Consent Agenda**
 - A. Deed Restrictions/DRVC
- 10. Architectural Review Discussion Items**
- 11. Non-Staff Reports**
 - A. Residents Council
 - B. Government/Community Updates
- 12. Operations Manager Report**
- 13. Approval/Disapproval/Discussion**
 - A. Approval of Addendum to Agreement with Martin Aquatic Design & Engineering for Lap Pool
- 14. Audience Comments (Comments will be limited to three minutes.)**
- 15. Supervisor Comments**
- 16. Adjourn the Regular Meeting and Proceed to a Workshop**

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

- 1. Call to Order**
- 2. Items for Discussion**
 - A. Deed Restrictions/Definitions
 - B. Pond Breach
 - C. Streetlight at Fog Hollow
 - D. Operations Manager Training Progress
- 3. Adjournment**

The next meeting is scheduled for Wednesday, February 15, 2023 at 6:30 p.m.

Thirteenth Order of Business

13A.

ADDENDUM TO AGREEMENT

This ADDENDUM TO AGREEMENT (“Addendum”) is by and between the Meadow Pointe II Community Development District (“DISTRICT”) and Aquatic Design & Engineering, Inc., DBA Martin Aquatic Design & Engineering, (“ENGINEER”). (DISTRICT and ENGINEER being collectively referred to herein as the “Parties”).

WHEREAS, the Parties are also entering into a Contract for Design & Engineering Services regarding a new additional commercial pool in the Meadow Pointe II community (the “Agreement”); and

WHEREAS, the DISTRICT is a “public agency” pursuant to Section 119.0701(1)(b), Florida Statutes, and Chapter 119, Florida Statutes, provides for certain contract requirements related to public records in certain public agency contracts for services; and

WHEREAS, the DISTRICT and ENGINEER are subject to the requirements of Section 448.095, Florida Statutes, related to registration and use of the E-Verify system; and

WHEREAS, the DISTRICT and ENGINEER wish to simultaneously enter into this Addendum to Agreement to address these and other contractual provisions the Parties intend to have made part of the Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. ENGINEER agrees to comply with Florida’s public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the DISTRICT in order to perform the services under the Agreement by doing the following: upon the request of the DISTRICT’s Custodian of Public Records, providing the DISTRICT with copies of or access to public records on the same terms and conditions that the DISTRICT 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 Agreement and following completion of the Agreement if the ENGINEER does not transfer the records to the DISTRICT; and upon completion of the Agreement by transferring, at no cost, to the DISTRICT all public records in possession of the ENGINEER or by keeping and maintaining all public records required by the DISTRICT to perform the services. If the ENGINEER transfers all public records to the DISTRICT upon completion of the Agreement, the ENGINEER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ENGINEER keeps and maintains public records upon completion of the Agreement, the ENGINEER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT’s Custodian



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of Public Records, in a format that is compatible with the information technology systems of the DISTRICT.

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

2. Prior to the commencement of any work by ENGINEER under the Agreement, the DISTRICT, its officers, staff, representatives, consultants, agents and supervisors shall be named as an additional insured in accordance with policy provisions on all insurance policies required (excluding worker's compensation). ENGINEER shall furnish the DISTRICT with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the DISTRICT unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall be effective without thirty (30) days of prior written notice to the DISTRICT. Insurance coverage shall be from a reputable insurance carrier acceptable to DISTRICT, who is licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

3. ENGINEER and its subconsultants (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. ENGINEER agrees and acknowledges that the DISTRICT is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the DISTRICT has a good faith belief that ENGINEER has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the DISTRICT shall terminate the Agreement. If the DISTRICT has a good faith belief that a subconsultant performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the DISTRICT shall promptly notify ENGINEER and order ENGINEER to immediately terminate the contract with the subconsultant. ENGINEER shall be liable for any additional costs incurred by the DISTRICT as a result of the termination of the Agreement based on ENGINEER's failure to comply with the E-Verify requirements referenced herein.



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4. All invoices under the Agreement shall be paid by the DISTRICT in accordance with the Florida Prompt Payment Act.

5. Section 5 under the Standard Term & Conditions of Contract of the Agreement shall be replaced in its entirety with the following:

Dispute Resolution: 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 regard to any matter arising herefrom, the disputed matter 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. In the event of litigation arising out of either party's obligations under this Contract, sole and exclusive venue shall exist in Pasco County, Florida and the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party, including but not limited to trial level fees, bankruptcy fees and appellate fees, as well as fees and costs incurred in proceedings to determine entitlement to and reasonableness of such fees and costs.

6. Where notice is required to be provided under the Agreement, notice shall be deemed sent upon transmittal of the notice by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail:

To DISTRICT: Meadow Pointe II Community Development District
c/o Bob Nanni, District Manager
Inframark Infrastructure Management Services
2634 Cypress Ridge Boulevard
Suite 101
Wesley Chapel, Florida 33544

With a copy to: Andrew H. Cohen, District Counsel
Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
6853 Energy Court
Lakewood Ranch, Florida 34240

To ENGINEER: Ken Martin, Founding Principal, Treasurer, and Director
Aquatic Design & Engineering, Inc.,
DBA Martin Aquatic Design & Engineering
189 S. Orange Avenue
Suite 1220
Orlando, Florida 32801



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7. To the extent there is any conflict between the Agreement and this Addendum, the terms of this Addendum shall take precedence. All other provisions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their respective duly authorized officers as of the date indicated below.

DISTRICT:

MEADOW POINTE II
COMMUNITY DEVELOPMENT DISTRICT

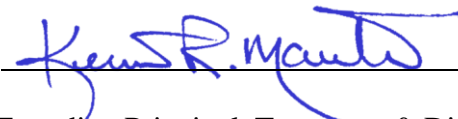
By: _____

Its: _____

Date: _____

ENGINEER:

AQUATIC DESIGN & ENGINEERING, Inc.,
DBA MARTIN AQUATIC DESIGN &
ENGINEERING

By:  _____

Its: Founding Principal, Treasurer, & Director

Date: 2023.01.25 _____

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