



Rizzetta & Company

Meadow Pointes V Community Development District

Board of Supervisors' Meeting August 14, 2019

**District Office:
5844 Old Pasco Road, Suite 100
Pasco, Florida 33544
813.994.1615**

www.meadowpointe5cdd.org

MEADOW POINTE V COMMUNITY DEVELOPMENT DISTRICT AGENDA

Meadow Pointe IV Clubhouse
3902 Meadow Pointe Blvd
Wesley Chapel, FL 33543.

District Board of Supervisors	Lee Arnold Steve Lannon Alan Logan Vacant Vacant	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Gregory B. Cox	Rizzetta & Company, Inc.
District Attorney	Mark Straley/ Vivek Babbar	Straley & Robin

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at 813-933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

MEADOW POINTE V COMMUNITY DEVELOPMENT DISTRICT
5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 - 813-994-1001
www.Meadowpointe5cdd.org

August 7, 2019

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

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Meadow Pointe V Community Development District will be held on **Wednesday, August 14, 2019 at 11:00 a.m.** at the Meadow Pointe IV Clubhouse, located at 3902 Meadow Pointe Boulevard, Wesley Chapel, FL 33543. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Meeting held on May 7, 2019..... Tab 1
 - B. Consideration of Operation & Maintenance Expenditures for May 2019 through July 2019 Tab 2
- 3. BUSINESS ITEMS**
 - A. Consideration of ADA Website Accessibility Proposals..... Tab 3
 - B. Consideration of Rizzetta Technology Agreement Tab 4
 - C. Consideration of Resolution 2019-05; Approving Fiscal Year 2019-2020 Meeting Schedule Tab 5
 - D. Public Hearing on Fiscal Year 2019-2020 Budget Tab 6
 1. Consideration of Resolution 2019-04; Adopting FY 2019/2020 Final Budget Tab 7
 - E. Consideration of Funding Agreement..... Tab 8
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Manager
- 5. AUDIENCE COMMENTS**
- 6. SUPERVISOR COMMENTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (813) 933-5571.

Sincerely,
Gregory B. Cox
Gregory B. Cox
District Manager

cc: Mark Straley/Vivek Babbar, Straley & Robin

Tab 1

MINUTES OF MEETING

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

**MEADOW POINTE V
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Meadow Pointe V Community Development District was held on **Tuesday, May 7, 2018 at 11:06 a.m.** at the Meadow Pointe IV Clubhouse, located at 3902 Meadow Pointe Blvd, Wesley Chapel, Florida 33543.

Present and constituting a quorum.

Lee Arnold	Board Supervisor, Chairman
Alan Logan	Board Supervisor, Vice Chairman
Steve Lannon	Board Supervisor, Assistant Secretary

Also present was:

Gregory Cox	District Manager, Rizzetta & Company, Inc.
Audience	None Present

FIRST ORDER OF BUSINESS	Call to Order
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Mr. Cox called the meeting to order.

SECOND ORDER OF BUSINESS	Audience Comments on Agenda Items
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There were no audience members present.

THIRD ORDER OF BUSINESS	Consideration of Minutes of the Board of Supervisors' Meeting held on August 14, 2018
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On a Motion by Mr. Lannon, seconded by Mr. Logan, with all in favor, the Board of Supervisors approved minutes of the Board of Supervisors' Meeting held on August 14, 2018, as presented for Meadow Pointe V Community Development District.

MEADOW POINTE V COMMUNITY DEVELOPMENT DISTRICT
May 7, 2019 Minutes of Meeting
Page 2

FOURTH ORDER OF BUSINESS

**Consideration of Minutes of the
Board of Supervisors' Landowner
Meeting held on November 28, 2018**

On a Motion by Mr. Logan, seconded by Mr. Lannon, with all in favor, the Board of Supervisors approved minutes of the Board of Supervisors' Landowner Meeting held on November 28, 2018 as presented for Meadow Pointe V Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Operation &
Maintenance Expenditures for July 2018
through December 2018 and January
2019 through April 2019**

On a Motion by Mr. Lannon, seconded by Mr. Logan, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures for July 2018 (\$1,600.45), August 2018 (\$988.33), September 2018 (\$883.33), October 2018 (\$1,207.73), November 2018 (\$1,525.53), December 2018 (\$883.33), January 2019 (\$883.33), February 2019 (\$933.33), March 2019 (\$883.33) and April 2019 (\$883.33), as presented for Meadow Pointe V Community Development District.

SIXTH ORDER OF BUSINESS

**Presentation of Registered Voter
Count**

Mr. Cox stated the Pasco County registered voter count as of April 15, 2019 is 0.

On a Motion by Mr. Lannon, seconded by Mr. Logan, with all in favor, the Board accepted and filed the Pasco County registered voter count of 0, for the Meadow Pointe V Community Development District.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2019-01;
Canvassing and Certifying Results**

On a Motion by Mr. Logan, seconded by Mr. Lannon, with all in favor, the Board unanimously adopted Resolution 2019-01; Canvassing and Certifying Results, for the Meadow Pointe V Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2019-02;
Designating Officers**

Mr. Cox presented Resolution 2019-02 to the Board. Mr. Logan nominated Mr. Arnold as Chairman. Mr. Logan nominated Mr. Lannon as Vice-Chairman.

On a Motion by Mr. Logan, seconded by Mr. Lannon, with all in favor, the Board unanimously adopted Resolution 2019-02; Designating Officers, for the Meadow Pointe V Community Development District.

NINTH ORDER OF BUSINESS

Consideration of District Management Agreement

On a Motion by Mr. Lannon, seconded by Mr. Logan, with all in favor, the Board unanimously approved the Rizzetta & Company District Management Agreement, for the Meadow Pointe V Community Development District.

TENTH ORDER OF BUSINESS

Presentation of Fiscal Year 2019-2020 Proposed Budget

Mr. Cox presented the Fiscal Year 2019-2020 Proposed Budget to the Board for their review and consideration.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2019-03; Approving Fiscal Year 2019-2020 Proposed Budget and Set Public Hearing

Mr. Cox presented Resolution 2019-03 to the Board and explained that the adoption of the resolution would represent an approval of the proposed budget and would set the final budget public hearing for August 14, 2019 at 11:00 a.m.

On a Motion by Mr. Lannon, seconded by Mr. Logan, with all in favor, the Board of Supervisors adopted Resolution 2019-03; Approving Fiscal Year 2019-2020 Proposed Budget and Set Public Hearing for August 14, 2019 at 11:00 a.m., for the Meadow Pointe V Community Development District.

TWELFTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
Not present
- B. District Manager
Mr. Cox noted the next scheduled meeting will be held on August 14, 2019.

THIRTEENTH ORDER OF BUSINESS

Supervisor Requests

The Board requested that District Counsel only be used for resolutions and/or miscellaneous documents if directed by the Board.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Lannon, seconded by Mr. Logan, with all in favor, the Board of Supervisors adjourned the meeting at 11:36 a.m. for the Meadow Pointe V Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

Meadow Pointe V Community Development District

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

Operations and Maintenance Expenditures May 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2019 through May 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$3,506.13**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Meadow Pointe V Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2019 Through May 31, 2019

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Auto Owners Insurance	228	010927826 FY19/20	Policy 092312 20721223 06/03/19 - 06/03/20	\$ 400.00
Rizzetta & Company, Inc.	225	INV0000040352	District Management Fees 05/19	\$ 833.33
Rizzetta Technology Services	226	INV0000004304	Website Hosting Services 04/19	\$ 50.00
Rizzetta Technology Services	226	INV0000004387	Website Hosting Services 05/19	\$ 50.00
Stahl & Associates Insurance	229	052419	Public Officials Liability 06/03/19 to 06/03/20	\$ 2,080.00
Times Publishing Company	227	773877 04/27/19	Account# 121713 Legal Advertising 04/19	\$ <u>92.80</u>
Report Total				\$ <u><u>3,506.13</u></u>

STAHL & ASSOCIATES INSURANCE
3939 TAMPA RD
OLDSMAR FL 34677-3104
INVOICE

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

Phone 1-800-288-8740 Fax 517-391-5101
www.auto-owners.com

Please contact your agent with questions at:
(813) 818-5300

Billing Account Information	
Statement Date	05-14-2019
Account Number	010927826
Payment Plan	FULL PAY
Due Date	06-03-2019

MEADOW POINTE V CDD
C/O RIZZETTA & CO
5844 OLD PASCO RD # 100
WESLEY CHAPEL FL 33544-4010

Date Rec'd Dist Office MAY 24 2019

DM Approval gbc 5-29-19

Date Entered MAY 24 2019

Fund 001 GL 00 CC 00

Check # _____

15500 - 266.68
53900-4502-13332

Summary of Billing Account Activity					
Previous Balance	Payments	Policy Activity	Fees	Total	Minimum Due
\$0.00	\$0.00	\$400.00	\$0.00	\$400.00	\$400.00

fold and detach here

0013843

12-0049-00

Auto-Owners
INSURANCE

MEADOW POINTE V CDD
C/O RIZZETTA & CO
5844 OLD PASCO RD # 100
WESLEY CHAPEL FL 33544-4010

Billing Account Information	
Account Number	010927826
Due Date	06-03-2019
Total	\$400.00
Minimum Due	\$400.00

For updates to your billing address, mark Address Change below
and fill out the back of this stub.

____ Address Change

Please make checks payable to:

AUTO-OWNERS INSURANCE
PO BOX 740312
CINCINNATI, OH 45274-0312

100000109278260000000000000000004000000000400004

Policies on Account

TAILORED PROTECTION 20-721223	Effective Date	Policy Activity	Total	Minimum Due	Total Due with Paid in Full Discount
Policy PID Code: 4T3 P48 G3C	06-03-2018	\$0.00	\$0.00	\$0.00	Discount Not Available

TAILORED PROTECTION 20-721223	Effective Date	Policy Activity	Total	Minimum Due	Total Due with Paid in Full Discount
Policy PID Code: 4T3 P48 G3C	06-03-2019	\$400.00	\$400.00	\$400.00	Discount Not Available

Important Billing Information

- Payment of your premium by check, to Auto-Owners Insurance or your agency, authorizes us to process your payment electronically. Funds may be withdrawn from your account as soon as the same day we receive your payment.
- A fee of up to \$15.00 may be charged if a cancellation bill is issued.
- A fee of up to \$25.00 may be charged for returned items. Returned items may be represented as an electronic ACH transaction.
- A convenience fee of up to \$8.00 may be charged when making a payment by phone.
- Enroll at www.auto-owners.com to enjoy the convenience of viewing and paying your bill online. Eligible policies may be added online by using the assigned personal ID (PID) codes listed on this bill.

Billing Address Change

MEADOW POINTE V CDD

Account Number: 010927826

Street Address: _____ City: _____ State: _____ Zip Code: _____

Policies on Account

TAILORED PROTECTION 20-721223

Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
5/1/2019	INV0000040352

Bill To:

MEADOW POINTE V CDD
3434 Colwell Avenue
Tampa FL 33614

Services for the month of	Terms	Client Number
May	Upon Receipt	00846

Description	Qty	Rate	Amount
District Management Services	1.00	\$833.33	\$833.33
<p>APR 24 2019</p> <p>Date Rec'd Dist Office _____</p> <p>DM Approval <u>gbc</u> <u>4-26-19</u></p> <p>Date Entered <u>APR 26 2019</u></p> <p>Fund <u>001</u> GL <u>51300</u> CC <u>3101</u></p> <p>Check # _____</p>			
Subtotal			\$833.33
Total			\$833.33

Rizzetta Technology Services
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
4/1/2019	INV0000004304

Bill To:

MEADOW POINTE V CDD
 3434 Colwell Avenue
 Tampa FL 33614

Services for the month of	Terms	Client Number
April		00846

Description	Qty	Rate	Amount
Customer Discount	1	(\$50.00)	(\$50.00)
EMail Hosting	0	\$15.00	\$0.00
Website Hosting Services	1	\$100.00	\$100.00
<p style="text-align: right;">APR 25 2019</p> <p>Date Rec'd Dist Office _____</p> <p>DM Approval <u><i>gbc</i></u> <u>4-26-19</u></p> <p>Date Entered <u>APR 26 2019</u></p> <p>Fund <u>001</u> GL <u>51300</u> CC <u>3103</u></p> <p>Check # _____</p>			
Subtotal			\$50.00
Total			\$50.00

Rizzetta Technology Services
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
5/1/2019	INV0000004387

Bill To:

MEADOW POINTE V CDD
 3434 Colwell Avenue
 Tampa FL 33614

Services for the month of	Terms	Client Number
May		00846

Description	Qty	Rate	Amount
Customer Discount	1	(\$50.00)	(\$50.00)
EMail Hosting	0	\$15.00	\$0.00
Website Hosting Services	1	\$100.00	\$100.00
<p>Date Rec'd Dist Office <u>APR 24 2019</u></p> <p>DM Approval <u><i>gbc</i></u> <u>4-26-19</u></p> <p>Date Entered <u>APR 26 2019</u></p> <p>Fund <u>001</u> GL <u>51300</u> CC <u>5103</u></p> <p>Check # _____</p>			
Subtotal			\$50.00
Total			\$50.00



3939 Tampa Road, Oldsmar, Florida 34677

Meadow Pointe V CDD
12750 Citrus Park Lane
Suite 115
Tampa, FL 33625

INVOICE

CLIENT	Meadow Pointe V CDD
DATE	May 24, 2019
CLIENT SERVICE	Sandie Grimes Stefanie HoTung, ACII, CRIS
PAGE	1 of 1

PAYMENT INFORMATION

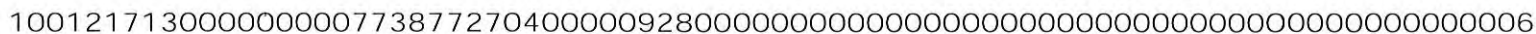
INVOICE SUMMARY	\$2,080.00
PAYMENT AMOUNT	
PAYMENT FOR: Renewal of Public Officials Liability Insurance	

PLEASE CUT ON DOTTED LINE AND RETURN WITH PAYMENT

Thank You

INVOICE	EFFECTIVE	TRANSACTION	DESCRIPTION	AMOUNT
	6/3/2019	Renewal	Public Officials Liability	\$2,080.00
<p>Date Rec'd Dist Office <u>MAY 24 2019</u></p> <p>DM Approval <u>gbc</u> <u>5-29-19</u></p> <p>Date Entered <u>MAY 24 2019</u></p> <p>Fund <u>001</u> GL <u>21</u> CC <u>21</u></p> <p>Check # _____</p> <p>15500 - 1386.68 51300-4501 - 693.32</p>				
Please make check payable to Stahl & Associates and remit directly to our office as soon as possible.				TOTAL
				\$2,080.00
				Thank You

Stahl & Associates Insurance 813.818.5300	DATE
	May 24, 2019



Tampa Bay Times

Published Daily

STATE OF FLORIDA
COUNTY OF Pasco County

} ss

MAY - 2 2019

BY:

Before the undersigned authority personally appeared **Deirdre Almeida** who on oath says that he/she is **Legal Clerk** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: BOS Meeting** was published in **Tampa Bay Times: 4/27/19**, in said newspaper in the issues of **Baylink Pasco**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida, each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

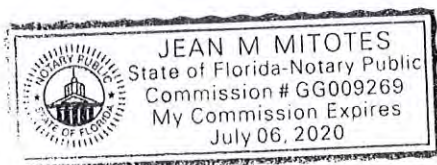
Signature of Affiant

Sworn to and subscribed before me this 04/27/2019.

Signature of Notary Public

Personally known _____ or produced identification

Type of identification produced _____



NOTICE OF SPECIAL BOARD OF SUPERVISORS MEETING FOR MEADOW POINTE V COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Meadow Pointe V Community Development District will hold a special meeting on May 7, 2019 at 11:00 a.m. at the Meadow Pointe IV Clubhouse, located at 3902 Meadow Pointe Boulevard, Wesley Chapel, FL 33543.

The meeting will be open to the public and will be conducted in accordance with provisions of Florida Law for Community Development Districts. The meeting may be continued in progress without additional published notice to a date, time and location to be stated on the record at the meeting.

A copy of the agenda may be obtained at the office of the District Manager, Rizzetta & Company, Inc., located at 12750 Citrus Park Lane Suite 115, Florida 33625, during normal business hours.

There may be occasions when one or more Board Supervisors, staff, or other individuals will participate by telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in any meeting is asked to advise the District Office at least forty-eight (48) hours before a meeting by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

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

Greg Cox
District Manager

Run Date: 4/27/19

773877

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Meadow Pointe V Community Development District

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

Operations and Maintenance Expenditures June 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2019 through June 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$833.33**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Meadow Pointe V Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2019 Through June 30, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	230	INV0000041096	District Management Fees 06/19	<u>\$ 833.33</u>
Report Total				<u><u>\$ 833.33</u></u>

Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
6/1/2019	INV0000041096

Bill To:

MEADOW POINTE V CDD
3434 Colwell Avenue
Tampa FL 33614

Services for the month of	Terms	Client Number
June	Upon Receipt	00846

Description	Qty	Rate	Amount
District Management Services	1.00	\$833.33	\$833.33
<div>MAY 23 2019</div> <div>Date Rec'd Dist Office _____</div> <div>DM Approval <u><i>GBC</i></u> <u>5-31-19</u></div> <div>Date Entered <u>MAY 31 2019</u></div> <div>Fund <u>061</u> GL <u>51300</u> CC <u>3101</u></div> <div>Check # _____</div>			
Subtotal			\$833.33
Total			\$833.33

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Meadow Pointe V Community Development District

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

Operations and Maintenance Expenditures July 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2019 through July 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$933.33**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Meadow Pointe V Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2019 Through July 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	231	INV0000041545	District Management Fees 07/19	\$ 833.33
Rizzetta Technology Services	232	INV0000004473	Website Hosting Services 06/19	\$ 50.00
Rizzetta Technology Services	232	INV0000004559	Website Hosting Services 07/19	<u>\$ 50.00</u>
Report Total				<u><u>\$ 933.33</u></u>

Rizzetta & Company, Inc.
3434 Colwell Avenue
Suite 200
Tampa FL 33614

Invoice

Date	Invoice #
7/1/2019	INV0000041545

Bill To:

MEADOW POINTE V CDD
3434 Colwell Avenue
Tampa FL 33614

Services for the month of	Terms	Client Number
July	Upon Receipt	00846

Description	Qty	Rate	Amount
District Management Services	1.00	\$833.33	\$833.33
<div><div>Date Rec'd Dist Office <u>JUN 20 2019</u></div><div>DM Approval _____</div><div>Date Entered <u>JUL 01 2019</u></div><div>Fund <u>001</u> GL <u>51300</u> CC <u>3101</u></div><div>Check # _____</div><div><i>GBC</i> <i>7-1-19</i></div></div>			
Subtotal			\$833.33
Total			\$833.33

Rizzetta Technology Services

3434 Colwell Avenue

Suite 200

Tampa FL 33614

Invoice

Date	Invoice #
6/1/2019	INV0000004473

Bill To:

MEADOW POINTE V CDD
3434 Colwell Avenue
Tampa FL 33614

Services for the month of	Terms	Client Number
June		00846

Description	Qty	Rate	Amount
Customer Discount	1	(\$50.00)	(\$50.00)
EMail Accounts, Admin & Maintenance	0	\$15.00	\$0.00
Website Hosting, Backup and Content Updating	1	\$100.00	\$100.00
<p>Date Rec'd Dist Office _____</p> <p>DM Approval _____</p> <p>Date Entered <u>JUL 01 2019</u></p> <p>Fund <u>001</u> GL <u>51300cc</u> <u>5103</u></p> <p>Check # _____</p> <p><i>gbc 7-1-19</i></p>			
Subtotal			\$50.00
Total			\$50.00

Rizzetta Technology Services

3434 Colwell Avenue

Suite 200

Tampa FL 33614

Invoice

Date	Invoice #
7/1/2019	INV0000004559

Bill To:

MEADOW POINTE V CDD
3434 Colwell Avenue
Tampa FL 33614

Services for the month of	Terms	Client Number
July		00846

Description	Qty	Rate	Amount
Customer Discount	1	(\$50.00)	(\$50.00)
EMail Accounts, Admin & Maintenance	0	\$15.00	\$0.00
Website Hosting, Backup and Content Updating	1	\$100.00	\$100.00
		Subtotal	\$50.00
		Total	\$50.00

JUN 24 2019

Date Rec'd Dist Office _____

DM Approval _____

Date Entered JUL 01 2019Fund 001 GL 51300 SC 5103Check # gbc 7-1-19

Tab 3

ADA WEBSITE SERVICES PROPOSAL SUMMARY

Services	ADASC	Campus Suite	VGlobal Tech	Services Description
Conversion Services				
Website Migration	\$2,400	\$2,325	\$4,750	Create ADA compliant website to WCAG 2.1 standards.
PDF Conversion to HTML	\$99	N/A	N/A	
HTML to PDF (1) (2)	\$2,175	N/A	N/A	Only ADA SC uses a 2-step process
Rizzetta Development Assistance	\$0	\$0	\$0	Supply content and materials for website creation and verify Chapter 189 compliance.
Conversion Total:	\$4,750	\$2,325	\$4,750	
Ongoing Annual Services				
Website Hosting & Backup	\$300	\$600	Included	
ADA Maintenance	\$900	Included	\$1,440	
Quarterly Audits - <i>Required</i>	Included	Included	\$1,600	
PDF Conversion to HTML	\$99	N/A	N/A	
PDF Remediation	\$2,175	\$938	Included	Average of 750 pages per year at maximum per page rates.
Annual On-Going Sub Total:	\$3,474	\$1,538	\$3,040	
Rizzetta Websites Services	\$1,200	\$1,200	\$1,200	Current Fee (No New or Additional Fees) for Domain Fee, maintain Chapter 189 compliance and work with and manage website vendor and verify Chapter 189 compliance.
Total Annual	\$4,674	\$2,738	\$4,240	

NOTES:

(1). PDF count only includes documents required to be retained on the District's website pursuant to s. 189.069, Fla. Stat. This includes establishment ordinance, current fiscal year assessment table, current fiscal year audit, two years of budget docs., district map, one year of agendas, public facilities report, current year meeting notice, – all based on the count provided by the district. All other documents eliminated from the count.

(2). **ADASC:** \$99 for conversion to Text & HTML format ONLY. (Rates per page \$1 - \$2.90 per page x 2300 est. for Cost Estimate)

Campus Suites: Based on including at no cost 1500 pgs for initial remediation. Additional Rates per page \$1.05-\$1.75.

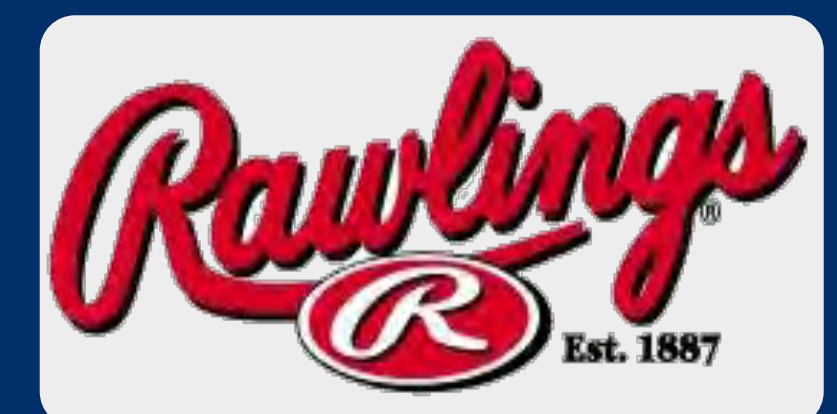
VGlobal: Based on 2 yrs per FL Stat.189

Meadow Pointe V CDD

Website Compliance and Accessibility



A Sampling of Our Clients



Dear Meadow Pointe V CDD Board Members:

Thank you for the chance to present our company, ADA Site Compliance, the leader in website accessibility for Florida's community development districts. We've worked with 200+ CDDs and government entities, and hundreds of businesses, including some of the world's best-known brands. We're confident that our expertise in website and PDF accessibility makes us the right choice for Meadow Pointe V CDD.

We realize you have a choice when selecting any vendor. We also know that ADA website and PDF accessibility are highly specialized, so it's important for you to understand what sets one company apart from another. Below are a few key facts you should know about us:

1. We have one business – website and PDF accessibility and compliance – and we do it the right way

Since the explosion of ADA website lawsuits two years ago, many companies in fields like web design and SEO are now seeking a new revenue stream in digital accessibility. Many are good marketers but simply lack the skills and knowledge to properly do this work. At ADASC, we have one business: making and keeping our clients' websites and PDFs accessible.

2. Community Development Districts are our specialty – and we have a perfect track record

We have worked with hundreds of special districts in Florida, including more than 200 CDDs. In that time, no ADASC clients who have completed their auditing and remediation have been sued. That's because we do the work the way it must be done and never take shortcuts.

3. We are the experts' experts

Our clients are also the clients of dozens of the world's largest law firms (we're happy to share a list). They continue to refer us those clients because they trust us to serve them well, to manage their risk exposure, and to keep their costs low.

We respectfully urge the board to consider these points in order to get a true apples-to-apples comparison of your options. As litigation continues against CDDs, having a truly accessible website and PDFs will save you time and money. And it's the right thing to do.

We welcome your questions and look forward to serving as your trusted resource for all your accessibility needs.

Sincerely,

The ADA Site Compliance Team

Experience Counts



ADASC is proud to be the trusted partner of 200+ Florida CDDs, their board members, management companies, insurance carriers, and legal counsel.

Districts across Florida turn to us for all their accessibility and compliance needs:

- ✓ Website and PDF remediation
- ✓ Creation of new, ADA-compliant, accessible websites
- ✓ Risk-mitigation in a climate of growing litigation
- ✓ Ongoing maintenance and support of accessibility efforts
- ✓ Website hosting, back-up, and security
- ✓ Training, consulting, and expert advice

We are happy to provide you with references upon request

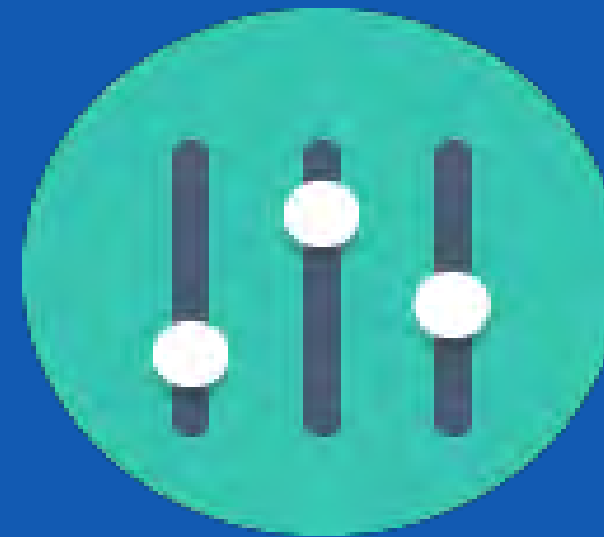


Phase 1: Risk-Mitigation



Compliance Shield

A certificate on your website indicates that you have a compliance plan in place and are taking active steps toward usability for all.



Site Accessibility Policy

A compliance plan details your strides toward access for all and lists alternate contact info for users in need of accommodations.



Compliance Audit Report

A detailed audit report shows the lines of code to be corrected and screen shots and text descriptions of every compliance failure.

Your New, Accessible & Compliant Website

Phase 2

Migration of All Content

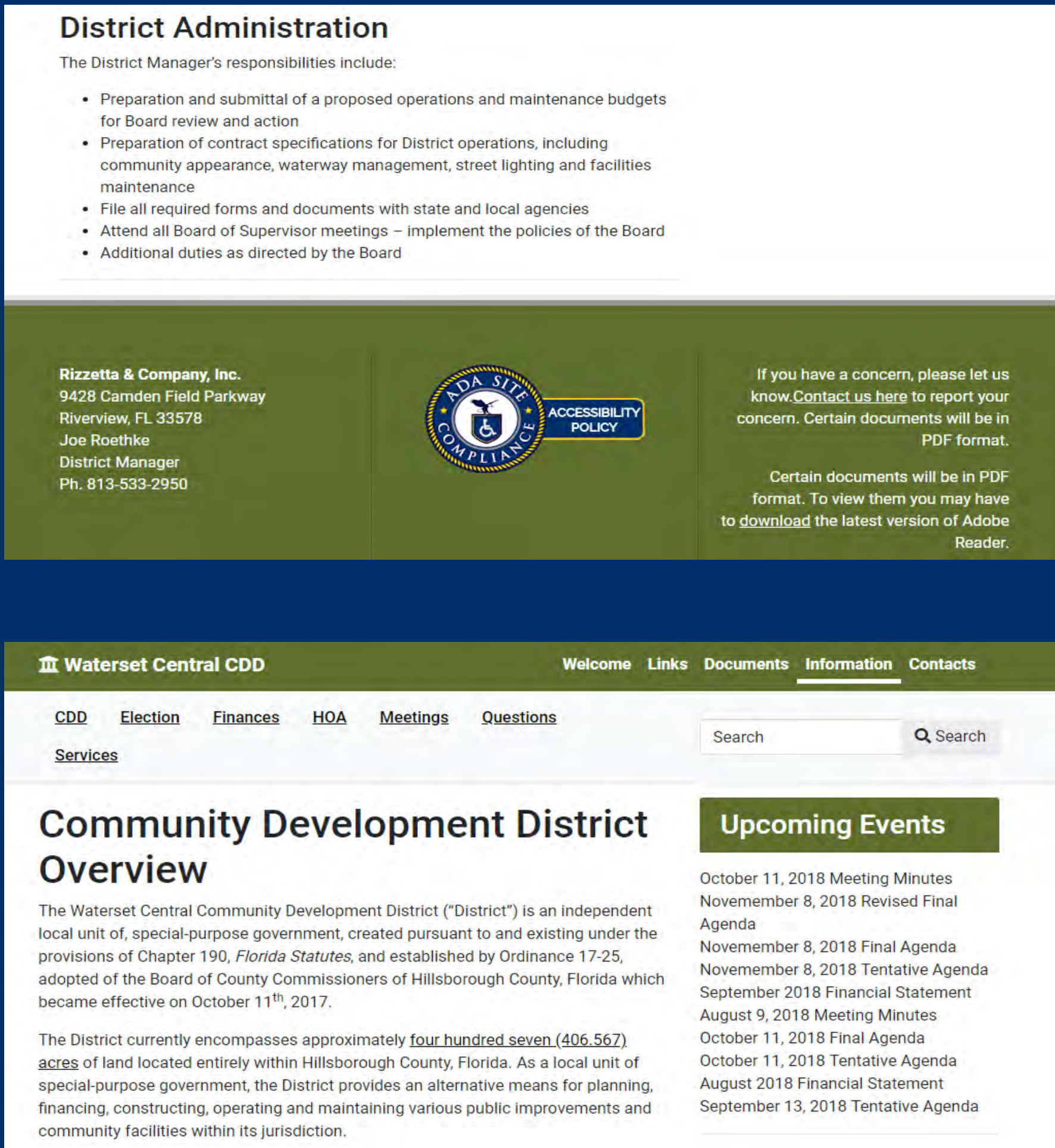
Our technical team migrates your current content to a brand new website built to be accessible and compliant.

Phase 3

Quality Assurance

Our compliance team re-tests your new website to ensure that it meets WCAG 2.1 AA-level criteria.





Creation of a New, Compliant & Accessible Website



\$2,400 (year 1) * Migration of current site content to new, ADA-compliant format

* Meadow Pointe V CDD owns 100% of the website

* No annual fee in year one

\$900 (annually) - Continued accessibility and ongoing compliance support as standards change

Includes:

* 20 FREE hours of annual consulting (a \$5,000 value)

* FREE monthly tech audit reports for ongoing maintenance (a \$999 value)

* Customized Accessibility Policy

* ADASC Compliance Shield

* No annual fee in year one

** the pricing above reflects a 20% discount that ADA Site Compliance is pleased to offer to all Egis clients*





PDFs

\$99 for two years of PDF conversion to text/HTML format

Conversion will improve PDF accessibility

Complex document remediation starts at \$1.00

Template creation available to reduce future costs



Hosting

\$300 per year (a \$1,200 value)

Includes the following premium features:

- Active firewall
 - Virus protection
 - SSL certificate
 - Daily file and database backup
 - Disaster recovery
 - Server optimization
- *the pricing above reflects a 20% discount that ADA Site Compliance is pleased to offer to all Egis clients*

Districts Choose ADASC For:

- * Turnkey solutions that provide unmatched convenience
- * Services that don't just meet, but exceed, insurance requirements
- * The most experienced team of experts in our field
- * Our single focus on digital accessibility and compliance
- * The lowest-cost option among legitimate service providers

New, Compliant Website: \$2,400

PDFs: \$99

Hosting & Backup: \$300

Year One Cost: \$2,799



FREE for All Egis Clients

A \$5,999 Value

- * 20 FREE hours of annual website consulting (a \$5,000 value)
- * FREE monthly tech audit reports for ongoing compliance (a \$999 value)



A Word from a Fan



"A big shout out to ADA Site Compliance, which helps businesses and public entities make their websites and PDFs accessible and compliant with the Americans with Disabilities Act. Check out ADA Site Compliance. This is a good thing to have. Compliance is a must..."

- KEVIN O'LEARY A.K.A. "MR. WONDERFUL"
ABC TV'S *SHARK TANK*



ADA Site Compliance

The Website & PDF Accessibility Experts Asked to Present to:



The Trusted Resource for Those That You Trust





Contact Information



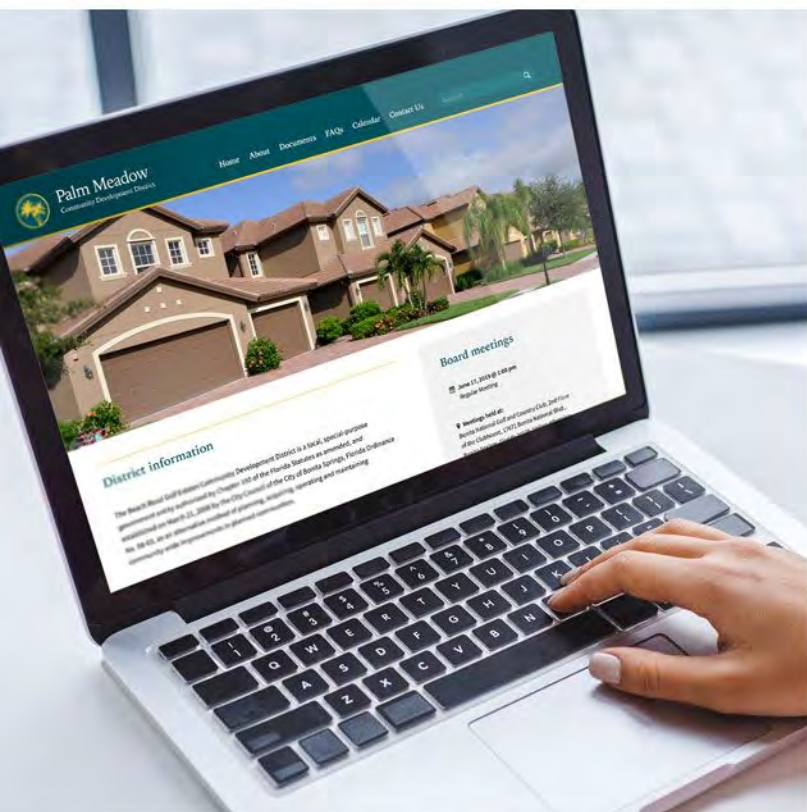
ADA Site Compliance, LLC

Jeremy Horelick, Vice President
(561) 258-9518 Direct

jeremy@AdaSiteCompliance.com

www.AccessibleDistrictWebsites.com

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Keeping your community informed. And you compliant.

Meadow Point V Community Development District

Proposal date: 2019-06-26

Proposal ID: E5KGC-9CB4X-JKPBA-VJVEH

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Terms and conditions.....	9-12



Ted Saul

Director - Digital Communication

 *Certified Specialist*

campus
suite

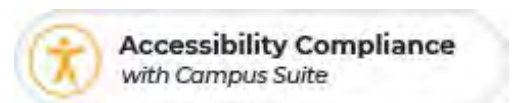
Pricing

Effective date: 2019-07-01

Implementation	Quantity	Subtotal
On-boarding of ADA Compliant Website and Remediation of Historical Documents <ul style="list-style-type: none">• Migration website pages and present on a staged website for approval• Initial PDF Accessibility Compliance Service for 1500 pages of remediation	1	\$2,325.00
<hr/>		
Annual ongoing services	Quantity	Subtotal
Website services <ul style="list-style-type: none">• Hosting, support and training for users• Website management tools to make updates• Secure certification (https)• Monthly accessibility site reporting, monitoring and error corrections	1	\$615.00
<hr/>		
Ongoing PDF Accessibility Compliance Service <ul style="list-style-type: none">• Remediation of all PDFs stored on your website• Remediation of up to 750 PDF pages• Dashboard for reporting and managing all PDFs• 48-hour turnaround for fixes for board agendas• PDF manager dashboard	750*	\$937.50
<hr/>		
Social Media Manager		Included

**Maximum PDF pages per 12 month period*

Total: \$3,877.50





Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

Designed for districts



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting



Meets Florida statutes and federal laws

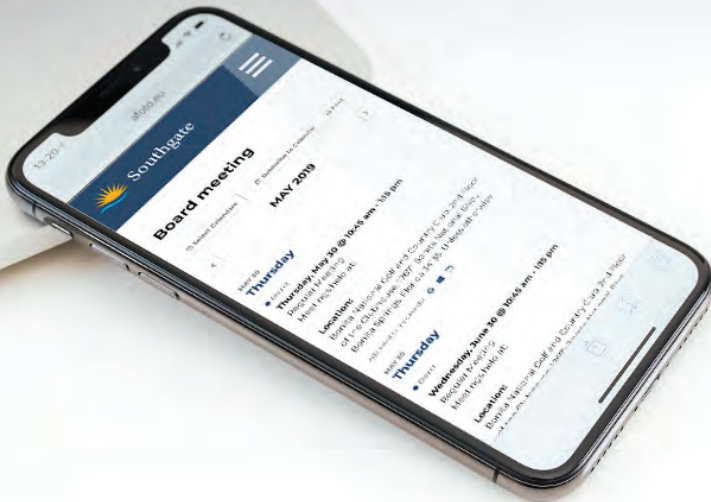


Save CDD board time and money

Keeping your community informed and compliant.



Accessibility Compliance
with Campus Suite



We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes



A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



Campus Suite Academy
Website Accessibility Center

www.campussuite.com/accessibility-center

Frequently asked questions

For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

Are there any hidden fees?

No.

How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 3. Display an ADA compliance shield, seal, or certification;
 4. Provide options to create a CDD-branded design (colors, logo, etc...)
 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
 6. Be free of any commercial advertising;
 7. Be free of any known spyware, virus, or malware;
 8. Secure certification (https)
 9. Secure cloud hosting with fail-overs
 10. Allow for data backups, and record retention as required by law;
 11. Allow for the display a calendar, reservation request form, and newsletter;
 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*
2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District’s website.
3. **Maintenance and Management of the Website.**
 1. Contractor will manage and maintain the website;
 2. Remediate new documents (a not to exceed 750 pages per year) provided by the District Manager in an ADA compliant format;*
 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 3. District shall be responsible for uploading the ADA compliant documents onto the website. Contractor shall ensure that the District only has the ability to upload or remove documents on the website and cannot alter any other aspect of the website;
 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
 5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will

provide the District with reasonable advance notice in writing.

4. Monthly Auditing and Remediation Services.

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

5. Support Services.

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

Website Creation and Management Agreement

This Website Creation and Management Agreement (this “Agreement”) is entered into as of 2019-07-01, between the Meadow Point V Community Development District, whose mailing address is 3434 Colwell Avenue, Tampa, FL 33614 (the “District”) and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the “Contractor”).

Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the “ADA”). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

Operative Provisions:

1. Incorporation of Background Information. The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

2. Scope of Services. The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the “Statement of Work” attached hereto as Exhibit A.

3. Term and Renewal. The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

4. Termination.

a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.

b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and

the opportunity to cure the breach.

c. Upon termination of this Agreement:

- i. The Contractor will be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
- ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
- iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
- iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

5. Compensation and Prompt Payment.

- a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$2,325.00 for the Onboarding of ADA Compliant Website and Remediation of Historical Documents.
- b. Starting on October 1, 2019 the District agrees to compensate the Contractor \$1,515.00 for Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on a annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.

6. Additional Work. If the District 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 will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

7. Ownership of Website, Domain Name, and Content. The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

8. No Infringement of Intellectual Property. Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).

9. Promotion. The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

10. Warranty. The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

11. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

12. Compliance with Governmental Regulations. The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.

13. Insurance. Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be

canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

14. Limitation of Liability. Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.

15. Indemnification. Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

16. Conditions Precedent Prior to Any Litigation. In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.

17. Remedies in the Event of Default. Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

18. Controlling Law. This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

19. Enforcement of Agreement. Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

20. Public Records. Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida's public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with 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 of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT _____, OR BY EMAIL AT _____, OR BY REGULAR MAIL AT _____.

21. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.

22. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

23. Assignment. This Agreement is not transferrable or assignable by either party without the written approval of both parties.

24. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

25. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

26. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute, but one and the same instrument.

27. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

Innersync Studio, LLC.	Meadow Point V
<hr/>	<hr/>
Steve Williams VP of Marketing	Print name
Date	Date
	<hr/>

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Meadow Pointe V CDD

URL: <http://meadowpointe5cdd.org/> Website Type: Medium

Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

Date	Version#	Comments	Author
August 13, 2018	1.0	Updated "The Law, ADA and WCAG" section details	VB Joshi, Kristen T
January 10 th , 2019	2.0	Updated conversion and support costs based on discussed scope	VB Joshi
February 25, 2019	2.2	Updated fee-simple pricing and human audit seal	VB Joshi
March 21, 2019	2.3	Added quarterly audit as per insurance requirement	VB Joshi
March 28, 2019	2.4	Updated Annual Maintenance price for ADA support only	VB Joshi
May 7, 2019	2.5	Updated for CDD specific info after conversing with CDD Manager	VB Joshi
May 20, 2019	2.6	Added Human Audit Details	VB Joshi
June 9, 2019	2.7	Added Hosting and Backup to Maintenance	VB Joshi
July 7, 2019	2.8	Updated as per email from Eric Dailey – content upload cost added	VB Joshi



Your website gets 2 Compliance Seals

VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal*

(* Human Audit Contract required)



VGlobalTech is the ADA, WCAG Compliance Expert, with over 100 ADA & WCAG compliant websites created (...and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.

Visit <https://vglobaltech.com/website-compliance/> for details.

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Any violations are punishable under the law and shall be prosecuted.

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1.0 The Law

Source: http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

189.069 Special districts; required reporting of information; web-based public access. —

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s.189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

2.0 ADA & WCAG Compliance – Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.

2.1 Common Problems and Solutions in Website Accessibility?

2.1.1 Problem: Images Without Text Equivalents

Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

2.1.2 Problem: Documents Are Not Posted In an Accessible Format

Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

2.1.3 Problem: Specifying Colors and Font Sizes

Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

2.1.5 Web Content Accessibility Guidelines (WCAG)

Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
 - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
 - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
 - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
 - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

Visit <https://vglobaltech.com/website-compliance/> for details of our compliance process and expertise in this area.

Please see References section for several resources on compliance.

3.0 Pricing

Website Complexity: **Medium Level Websites**

**VGlobalTech team shall complete the following critical tasks for client website.
All costs below are per website / CDD:**

3.1 Existing Website Remediation / New Website Build:

	Task
1.	Remediate existing website / Build new website from start as per Florida Statute Chapter 189 requirements. Ensure ADA & WCAG compliance requirements. Customer shall provide all documents and content required. ALL webpages on the website. Create accessibility document, code review, html updates, plugins / security updates required for ADA and WCAG compliance
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc.). Braille Readers, Other assistance technology compatibility
3.	ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)
4.	PDF Documents conversion (to Text, HTML etc.) as needed for ADA Compliance / Reader Compliance (up to 2 years of documents shall be converted)
5.	Create a webpage showing websites ADA Compliance efforts
6.	Create customized footer with VGlobalTech's ADA Compliance Seal (valid for 1 year only)
7.	Web Design Total: \$4750/- (one time)

3.2 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance **DOES NOT** include the quarterly audits proposed in the next section. Maintenance contract is required for VGlobalTech's proprietary document conversion software (PDF to RTF) to be used that allows faster, accurate and batch processing for document conversion.

	Task
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc). Ensure content is in ADA and WCAG compliance for the entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are met. These points are very critical to maintain a fully compliant website at all times. <i>Update turnaround time – less than 24 hrs from customer sending the content and documents to be updated to VGT team.</i>
2.	PDF Documents conversion (to Text, HTML etc) as needed (<i>new documents during the maintenance year only</i>) for ADA Compliance / Reader Compliance. VGlobalTech's proprietary batch conversion software shall be used by our team for faster batch-conversion processing as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). There is no limit on how many documents or pages per documents can be converted per month using VGlobalTech's software. If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech's ADA Compliance Seal (extended for current year)
4.	Website hosting and backups – Premium hosting, unlimited file space, bandwidth, fast website response, regular automated backups, SSL certificates for secure site access (https protocol), 99.9% website uptime:
	Total Monthly Maintenance with full content upload, document conversion and Hosting: \$3500 / year OR \$300 / month *support beyond 8 hrs. / month / CDD shall be billed at \$55 / hr. separately (VGlobalTech team shall be responsible to track and report hours exceeded, if any) **\$100 discount for one-time payment at the start of the contract ***Monthly maintenance must be paid before the 10 th of every month

3.3 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf

VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>

Together we are now able to provide not one but two compliance seals for all our customers:

1. Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), **Section 508** of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

2. Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

Cost for both Audits: \$1600 / Four Audits per Year

- Paid as a onetime fee or in equal installments quarterly
- Seals renewed every quarter
- Audits are conducted by VGlobalTech and LightHouse Agency together
- Full Audit reports shall be provided

This proposal includes following points, stipulations terms and conditions:

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted*

* email and phone communication

*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

4.0 Proposal Acceptance:

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

Select Proper Option Below, Sign and Date, Return to contact@vglobaltech.com:

☐ **Option1: Website only**

Section 3.1: One time (website conversion and compliance cost):

☐ **Option2: Website and Monthly Maintenance w/ Hosting**

Section 3.1: One time (website conversion and compliance cost)

+

Section 3.2 ADA Compliance Monthly Maintenance and Hosting

☐ **Option3: Website and Quarterly Audits**

Section 3.1: One time (website conversion and compliance cost)

+

Section 3.3 Quarterly Technical and Human Audit Testing

☐ **Option4: Website, Monthly Maintenance w/ Hosting and Quarterly Audits**

Section 3.1: One time (website conversion and compliance cost)

+

Section 3.2 ADA Compliance Monthly Maintenance and Hosting

+

Section 3.3 Quarterly Technical and Human Audit Testing

Signatures:

For Customer

Date

VB Joshi

For VGlobalTech

Date

5.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, *Disability Rights Section*

<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints:

<http://vglobaltech.com/website-compliance/>



Tab 4

CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES

DATE: August 14, 2019

BETWEEN: **RIZZETTA TECHNOLOGY SERVICES, LLC.**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**Consultant**")

AND: **MEADOW POINTE V COMMUNITY DEVELOPMENT DISTRICT**
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544

(Hereinafter referred to as "**District**," and together with Consultant, the "**Parties**.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for technology services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional technology services to the District pursuant to Chapter 189.069, Florida Statutes. A brief description of these services is provided below, and a detailed description is provided in **Exhibit A** to this Contract.

A. ONE-TIME SERVICES. The Consultant shall provide the following One-Time Services to the District pursuant to this Contract:

- i. **Website Development** - Consultant shall provide all required content to a third party responsible for design and implementation of a website for the District to comply with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet website. Details of the required content are shown in **Exhibit A**. Consultant shall secure and register a domain name in the District's name, which the domain shall be owned by the District, for purposes of establishing the website.

- ii. **E-mail Set-up** - Consultant shall establish and register a domain name in the District's name for purposes of setting up and creating individual e-mail addresses for supervisors, staff or employees as designated by the District. Said domain name shall be owned by the District.

B. STANDARD ON-GOING SERVICES. The Consultant shall provide the following Standard On-Going Services on a monthly basis to the District pursuant to this Contract:

- i. **Website Compliance and Management** - Consultant shall be responsible for ensuring District's on-going compliance with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet web site throughout the term of this Contract. Consultant shall maintain the domain for the District. Consultant will manage the website maintenance contract provider and ensure they are meeting the requirements of the contract with the District. Consultant will provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.
- ii. **E-mail** - Consultant shall provide services including ongoing management of e-mail accounts, hosting and backup in compliance with all applicable laws, including public records law and public records retention.

II. ADDITIONAL SERVICES. In addition to the One-Time and Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above as well as any changes in the scope requested by the District, will be considered additional services. If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval of the description and fees for such services to the Consultant.

III. LITIGATION SUPPORT SERVICES. Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the

District has issued its written approval of the description and fees for such services to the Consultant.

- IV. TERM.** The Consultant's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant may change the prices only with the District's written consent.

V. FEES AND EXPENSES; PAYMENT TERMS.

A. FEES AND EXPENSES.

- i. A schedule of fees for the services described in Sections I, II, and III of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.
- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses.
- iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

- iv. For the purposes of this Contract, an out-of-pocket expense is an expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage and copies.
- v. Fees for services to be billed on an hourly basis will be billed at the Consultant's current hourly rates at the time of the execution of this Contract, as set forth in **Exhibit B**. The hourly rate for the services may be amended from time to time pursuant to the amendment procedure in this Contract and in advance of such proposed change. Consultant's current hourly rates are shown in **Exhibit B** to this Contract. Any proposed change shall indicate the new hourly fee for such services.

B. PAYMENT TERMS.

- i. **One-Time Services.** One-Time Services will be billed at fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Standard On-Going Services.** Standard On-Going Services will be billed monthly at a fixed fee pursuant to the schedule shown in **Exhibit B**.
- iii. **Additional Services.** Additional Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- iv. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- v. **Out-of-Pocket expenses.** Out-of-Pocket expenses of the Consultant will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VI. SUSPENSION OF SERVICES FOR NON-PAYMENT.** The Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by

the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.

VII. NON-CONTINGENCY. The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

VIII. AMENDMENT. Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.

IX. RESPONSIBILITIES.

A. DISTRICT RESPONSIBILITIES. The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

B. LIMITATIONS OF RESPONSIBILITIES. To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any other contractor, subcontractor, supplier, or of any other individual or entity performing services that are not under the control of the Consultant or its own employees, contractors, subcontractors, agents or related entities. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

X. TERMINATION. This Contract may be terminated as follows:

A. By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be affected by written notice to Consultant at the address noted herein.

B. By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be affected by written notice to District at the address noted herein.

- C.** By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written notice of termination to the address noted herein.
- D.** Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any offsets that the District may have for services not performed. Consultant will make all reasonable effort to provide for an orderly transfer of the domain(s), e-mails, books and records of the District to the District or its designee. Upon termination, the District will continue to own the domain name, e-mail accounts and e-mail and website content.

XI. GENERAL TERMS AND CONDITIONS.

- A.** All invoices are due and payable within thirty (30) days of invoice date, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C.** This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Pasco County, Florida.
- E.** In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- D.** The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
- E.** The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- F.** Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XII. INDEMNIFICATION.

A. DISTRICT INDEMNIFICATION. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence, reckless and/or willful misconduct of the Consultant or persons or entities within Consultants control and direction, the District agrees to indemnify and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District that relates to the subject matter of this Contract. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

CONSULTANT INDEMNIFICATION. The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS. Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

XIII. INSURANCE.

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
 - i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
 - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C.** Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D.** If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

XIV. ASSIGNMENT. Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be

made by the Consultant or the District without the prior written approval of the other party is void.

- XV. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

- XVI. NOTICES.** All notices, requests, consents and other communications under this Contract ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District:	Meadow Pointe V Community Development District 5844 Old Pasco Road, Suite 100 Wesley Chapel, Florida 33544 Attn: District Manager
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With a copy to: Straley, Robin, Vericker
1510 W. Cleveland Street
Tampa, FL 33606
Attn: District Counsel

If to the Consultant: Rizzetta Technology Services, LLC.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XVII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- XVIII. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XIX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibit A**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.
- XX. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.

- XXI. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- XXII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXIII. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- XXIV. COUNTERPARTS.** This Contract 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.

Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA TECHNOLOGY SERVICES, LLC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: Managing Member

DATE: _____

WITNESS: _____
Signature

Print Name

MEADOW POINTE V COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTEST: _____
Secretary/Assistant Secretary
Board of Supervisors

Print Name

Exhibit A – Scope of Services
Exhibit B – Schedule of Fees

EXHIBIT A
Scope of Services

ONE-TIME SERVICES: The Consultant shall provide the following One-Time Services to the District pursuant to this Contract.

Website Development - Consultant shall provide all required content to a third party responsible for design and implementation of a website for the District to comply with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet website. Details of the required content are shown in **Exhibit A**. Consultant shall secure and register a domain name in the District's name, which the domain shall be owned by the District, for purposes of establishing the website.

E-mail Set-up - Consultant shall establish and register a domain name in the District's name for purposes of setting up and creating individual e-mail addresses for supervisors, staff or employees as designated by the District. Said domain name shall be owned by the District.

STANDARD ON-GOING SERVICES: The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:

1. **Website Compliance and Management** - Consultant shall be responsible for ensuring District's on-going compliance with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet web site throughout the term of this Contract. Consultant shall maintain the domain for the District. Consultant will manage the website maintenance contract provider and ensure they are meeting the requirements of the contract with the District. Consultant will provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.
2. **E-mail** - Consultant shall provide services including ongoing management of e-mail accounts, hosting and backup in compliance with all applicable laws, including public records law and public records retention.

REQUIRED WEB SITE CONTENT: Pursuant to section 189.016 & 189.069, Florida Statutes, special district web sites will be required to include and make available the following information or documents, which requirements may be changed from time to time and which Consultant shall be responsible for ensuring District compliance associated therewith. Changes to the requirements may be subject to additional fees:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and

- appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
 5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
 6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
 7. A description of the boundaries or service area of, and the services provided by, the special district.
 8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.
 9. The primary contact information for the special district for purposes of communication from the department.
 10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
 11. The budget of the special district and any amendments thereto in accordance with s. 189.016.
 12. Tentative budgets must be posted at least two (2) days before the budget hearing and now remain on District websites for forty-five (45) days.
 13. Final adopted budgets must be posted within thirty (30) days after adoption and now remain on District websites for two (2) years.
 14. Budget amendments must be posted within five (5) days after adoption and now remain on District websites for two (2) years.
 15. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.
 16. A listing of its regularly scheduled public meetings as required by s. 189.015(1).
 17. The public facilities report, if applicable.
 18. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
 19. At least seven (7) days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least one (1) year after the event.

LITIGATION SUPPORT SERVICES: Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

EXHIBIT B
Schedule of Fees

One-Time Services will be billed at a fee pursuant to the following schedule:

Website Development:	Yes_____	No_____	\$ 750.00
Email Set-up:	Yes_____	No_____	\$ 500.00
Total One-Time Services:			\$_____

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

		MONTHLY
Website Compliance and Management:		\$ 100.00
Email (50 GB per user) at \$15.00 per month per account:		
Board Supervisor Account	_____ X \$15.00	\$_____
Onsite Staff Account	_____ X \$15.00	\$_____
Miscellaneous Account	_____ X \$15.00	\$_____
Total Standard On-Going Services:		\$_____

ADDITIONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Managing Partner	\$300.00
Chief Financial Officer	\$250.00
Director	\$225.00
Regional District Manager	\$200.00
Financial Services Manager	\$200.00
Accounting Manager	\$200.00
Regional Licensed Community Association Manager	\$200.00
Systems Administrator	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Manager, Field Services	\$175.00
Clubhouse Manager	\$175.00
Senior Field Services Manager	\$150.00
Senior Accountant	\$150.00
Field Services Manager	\$125.00
Community Association Coordinator	\$100.00
Financial Associate	\$100.00
Staff Accountant	\$100.00
Accounting Clerk	\$ 85.00
Administrative Assistant	\$ 85.00

Tab 5

RESOLUTION 2019-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF MEADOW
POINTE V COMMUNITY DEVELOPMENT DISTRICT DESIGNATING
DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE
BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR
AN EFFECTIVE DATE**

WHEREAS, Meadow Pointe V Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Pasco County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF MEADOW POINTE V COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as **Exhibit A**.

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District's Secretary is hereby directed to file annually, with Hillsborough County, a schedule of the District's regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 14TH DAY OF AUGUST, 2019.

**MEADOW POINTE V COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASSISTANT SECRETARY

EXHIBIT A: Meeting Schedule

EXHIBIT "A"

**MEADOW POINTE V COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING DATES
FOR FISCAL YEAR 2019/2020**

October 9, 2019 *

December 11, 2019 *

January 8 2020 *

March 11, 2020 *

May 13, 2020

August 12, 2020

All meetings will convene at 11:00 a.m. (* with exception of October, December, January and March meeting will convene at 5:00 p.m.) at the Meadow Pointe IV Clubhouse, located at 3902 Meadow Pointe Boulevard, Wesley Chapel, FL 33543.

Tab 6



Rizzetta & Company

Meadow Pointe V Community Development District

meadowpointe5cdd.org

Approved Proposed Budget for Fiscal Year 2019/2020

Presented by: Rizzetta & Company, Inc.

**5844 Old Pasco Road
Wesley Chapel, Florida 33544
Phone: 813-994-1001**

rizzetta.com

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GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with

Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond

proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

Proposed Budget
Meadow Pointe V Community Development District
General Fund
Fiscal Year 2019/2020

	Chart of Accounts Classification	Actual YTD through 03/31/19	Projected Annual Totals 2018/2019	Annual Budget for 2018/2019	Projected Budget variance for 2018/2019	Budget for 2019/2020	Budget Increase (Decrease) vs 2018/2019	Comments
1								
2	REVENUES							
3								
18	Contributions & Donations from Private Sources							
19	Developer Contributions	\$ 20,838	\$ 41,676	\$ 14,185	\$ 27,491	\$ 13,575	\$ (610)	
31								
32	TOTAL REVENUES	\$ 20,838	\$ 41,676	\$ 14,185	\$ 27,491	\$ 13,575	\$ (610)	
33								
36	TOTAL REVENUES AND BALANCE FORWARD	\$ 20,838	\$ 41,676	\$ 14,185	\$ 27,491	\$ 13,575	\$ (610)	
37								
40	EXPENDITURES - ADMINISTRATIVE							
41								
44	Financial & Administrative							
46	District Management	\$ 5,000	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ -	
59	Public Officials Liability Insurance	\$ 1,347	\$ 2,030	\$ 2,030	\$ -	\$ 1,400	\$ (630)	Renews in June
60	Legal Advertising	\$ 287	\$ 574	\$ 880	\$ 306	\$ 600	\$ (280)	
62	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	
66	Website Hosting, Maintenance, Backup (and	\$ 300	\$ 600	\$ 700	\$ 100	\$ 600	\$ (100)	
67	Legal Counsel							
68	District Counsel	\$ 230	\$ 460	\$ -	\$ (460)	\$ 500	\$ 500	
73								
74	Administrative Subtotal	\$ 7,339	\$ 13,839	\$ 13,785	\$ (54)	\$ 13,275	\$ (510)	
75								
76	EXPENDITURES - FIELD OPERATIONS							
77								
125	Other Physical Environment							
130	General Liability Insurance	\$ 267		\$ 400	\$ 400	\$ 300	\$ (100)	Renews in June
223								
224	Field Operations Subtotal	\$ 267	\$ -	\$ 400	\$ 400	\$ 300	\$ (100)	
225								
228	TOTAL EXPENDITURES	\$ 7,606	\$ 13,839	\$ 14,185	\$ 346	\$ 13,575	\$ (610)	
229								
230	EXCESS OF REVENUES OVER EXPENDITURES	\$ 13,232	\$ 27,837	\$ -	\$ 27,837	\$ -	\$ -	
231								

Tab 7

RESOLUTION 2019-04

THE ANNUAL APPROPRIATION RESOLUTION OF THE MEADOW POINTE V COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2019, submitted to the Board of Supervisors (“**Board**”) of the Meadow Pointe V Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set August 14, 2019 as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MEADOW POINTE V COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2) (a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Meadow Pointe V Community Development District for the Fiscal Year Ending September 30, 2020."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2019/2020, the sum of \$13,575.00 to be raised by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$13,575.00
TOTAL ALL FUNDS	\$13,575.00

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2019/2020 or within 60 days following the end of the Fiscal Year 2019/2020 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not

increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 14th DAY OF AUGUST, 2019.

ATTEST:

**MEADOW POINTE V COMMUNITY
DEVELOPMENT DISTRICT**

Assistant Secretary

By:_____

Its:_____

Exhibit A: Adopted Budgets for Fiscal Year 2019/2020

Exhibit A:

Adopted Budgets for Fiscal Year 2019/2020

Tab 8

Budget Funding Agreement
Fiscal Year 2019/2020

This Agreement is made and entered into this 14th day of August, 2019, by and between the **Meadow Pointe V Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter "**District**"), and _____, a _____ company/corporation, whose mailing address is _____ (hereinafter the "**Owner**").

Recitals

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes and located in Pasco County, Florida, (the "County") for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Owner presently owns real property within the District, which property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the Fiscal Year 2019/2020, which year commences on October 1, 2019 and concludes on September 30, 2020; and

WHEREAS, the District will need a funding mechanism to enable it to proceed with its operations and services during Fiscal Year 2019/2020 as described in **Exhibit "A"** attached hereto; and

WHEREAS, the Owner desires to provide such funds, as are necessary, to the District to proceed with its operations and services for Fiscal Year 2019/2020, as described in Exhibit "A" and as may be amended from time to time by the District.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Owner agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as Exhibit "A", as may be amended from time to time, within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account. These

payments are made by the Owner in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendment to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

3. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. This Agreement may be assigned, in whole or in part by either party only upon the written consent of the other. Any purported assignment without such written consent shall be void.

5. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Owner.

6. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for, trial alternative dispute resolution, or appellate proceedings.

7. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

8. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties 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 provision of this Agreement, the parties are each deemed to have

drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. The Agreement shall be effective after execution by both parties hereto.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**Meadow Pointe V
Community Development District**

By: _____
Name: _____
Secretary

By: _____
Name: _____
Chair of the Board of Supervisors

Witnesses:

_____,
a _____ company/corporation

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

Exhibit "A" – Fiscal Year 2019/2020 General Fund Budget