

# Meadow Pointes V Community Development District

# Board of Supervisors' Meeting September 14, 2021

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 Chairman

Steve Lannon Vice Chairman

Deborah Arnold Assistant Secretary
Vacant Assistant Secretary
Vacant Assistant Secretary

District Manager Matthew Huber 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

September 7, 2021

Board of Supervisors

Meadow Pointe V Community

Development District

B.

**District Manager** 

#### AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Meadow Pointe V Community Development District will be held on **Tuesday, September 14, 2021 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 tentative agenda for this meeting:

1. 2. 3.	AUD	L TO ORDER/ROLL CALL IENCE COMMENTS INESS ITEMS	
		Administer Oath of Office to Newly Appointed Officer	
	B.	Consideration of Resolution 2021-07, Re-Designating	
		Officers of the District	
	C.	Review of Fiscal Year 2021/2022 Proposed Final Budget	
		(under separate cover)	
	D.	Public Hearing on Fiscal Year 2021/2022 Final Budget	
		1. Consideration of Resolution 2021-05, Adopting	
		Fiscal Year 2021/2022 Final Budget &	<b>-</b>
	_	Budget Funding Agreement	Iab 2
	E.	Consideration of Resolution 2021-07, Setting the	T-1-0
	_	Meeting Schedule for Fiscal Year 2021/2022	
4	F.	Ratification of Stahl Insurance Proposal	rab 4
4.	_	INESS ADMINISTRATION  Consideration of Minutes of the Board of	
	A.	Consideration of Minutes of the Board of	Tab 5
	D	Supervisors' Meeting held on May 13, 2021	าสม อ
	B.	Consideration of Operation & Maintenance	Tab 6
5.	ST V E	Expenditures for April through July 2021	เลม ช
5.	A.	District Counsel	
	҆҆҆҆҆҆҆҆҆҆҆҆҆҆҆҆	District Courise	

#### 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,

Matthew Huber

Matthew Huber

District Manager

cc: Mark Straley/Vivek Babbar, Straley & Robin

## Tab 1

#### **RESOLUTION 2021-07**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MEADOW POINTE V COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE OFFICERS 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 Board of Supervisors of the District desires to designate the Officers of the District.

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

-	is appointed Chairman
	is appointed Vice Chairman
	is appointed Assistant Secretary
	is appointed Assistant Secretary
	is appointed Assistant Secretary
Section 4. This Resolution shall be	pecome effective immediately upon its adoption.
PASSED AND ADOPTED THIS 1	14 <sup>th</sup> DAY OF SEPTEMBER 2021.
	MEADOW POINTE V COMMUNITY DEVELOPMENT DISTRICT
	CHAIRMAN/VICE CHAIRMAN
ATTEST:	
SECRETARY/ASST. SECRETARY	

## Tab 2

#### **RESOLUTION 2021-05**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MEADOW POINTE V COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; APPROVING THE FORM OF A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted, prior to June 15<sup>th</sup>, to the Board of Supervisors ("Board") of the Meadow Pointe V Community Development District ("District") a proposed budget for the next ensuing budget year ("Proposed Budget"), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

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

**WHEREAS**, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

WHEREAS, the Board is required to adopt a resolution approving 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 pursuant to Section 190.008(2)(a), Florida Statutes;

WHEREAS, the Proposed Budget projects 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; and

WHEREAS, Wesley Chapel Lakes, Ltd., a Florida limited partnership ("Developer"), as the developer of certain lands within the District, has agreed to fund the FY 2021-2022 Budget as shown in the revenues line item of the FY 2021-2022 Budget pursuant to a budget funding agreement.

#### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

#### **Section 1. Budget**

- **a.** That 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 records office, and hereby approves certain amendments thereto, as shown below.
- **b.** That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, 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 for fiscal year 2020-2021 and/or revised projections for fiscal year 2021-2022.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's records office and identified as "The Budget for the Meadow Pointe V Community Development District for the Fiscal Year Beginning October 1, 2021, and Ending September 30, 2022".
- **d.** The final adopted budget shall be posted by the District Manager on the District's website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.
- **Section 2. Appropriations.** There is hereby appropriated out of the revenues of the District, for the fiscal year beginning October 1, 2021, and ending September 30, 2022, the sum of \$15,615, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year.
- **Section 3. Budget Amendments.** Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its 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.** Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section 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(s) under subparagraph c. above are posted on the District's website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

Section 4. Approving the Form of a Budget Funding Agreement with Developer. The Budget Funding Agreement between the District and Developer attached hereto as Exhibit B is hereby approved in substantial form. The Chair or the Vice-Chair of the Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. The Secretary or any Assistant Secretary of the Board are hereby authorized to attest such execution. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.

**Section 5. Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

#### Passed and Adopted on September 14, 2021.

Attested By:	Meadow Pointe V Community Development District
Secretary/Assistant Secretary	Name: Chair of the Board of Supervisors

Exhibit A: FY 2021-2022 Adopted Budget

**Exhibit B: Form of Budget Funding Agreement with Developer** 

### Exhibit A

### **Exhibit B**

#### FY 2021-2022 Budget Funding Agreement

(Meadow Pointe V Community Development District)

This FY 2021-2022 Budget Funding Agreement (this "Agreement") is made and entered into as of September 14, 2021, between the Meadow Pointe V Community Development District, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the "District"), whose mailing address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 and Wesley Chapel Lakes, Ltd., a Florida limited partnership (the "Developer"), whose mailing address is 635 Court Street, Suite 120, Clearwater, Florida 33756.

#### Recitals

**WHEREAS**, the District was established for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is adopting its budget for fiscal year 2021-2022 as attached hereto as **Exhibit A** (the "FY 2021-2022 Budget"), which commences on October 1, 2021, and concludes on September 30, 2022;

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all lands that will benefit from the activities set forth in the FY 2021-2022 Budget, and/or utilizing such other revenue sources as may be available to it;

**WHEREAS**, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its activities as described the FY 2021-2022 Budget so long as payment is timely provided;

**WHEREAS**, the Developer presently owns certain property within the District as reflected on the assessment roll on file with the District Manager (the "**Property**");

**WHEREAS**, the Developer agrees that the activities of the District described in the FY 2021-2022 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2021-2022 Budget; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in lieu of any non-ad valorem special assessments allocated to the Property to fund the activities of the District as set forth in the FY 2021-2022 Budget.

#### **Operative Provisions**

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

1. Funding Obligations. From time to time during the 2021-2022 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to \$15,615 in accordance with the FY 2021-2022 Budget as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

2. FY 2021-2022 Budget Revisions. The District and Developer agree that the FY 2021-2022 Budget shall be revised at the end of the 2021-2022 fiscal year to reflect the actual expenditures of the District for the period beginning on October 1, 2021 and ending on September 30, 2022. The Developer shall not be responsible for any additional costs other than those costs provided for in the FY 2021-2022 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2021-2022 Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.

#### 3. Right to Lien Property.

- a. The District shall have the right to file a continuing lien ("Lien") upon the Property for all payments due and owing under this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien. In the event the Developer sells any portion of the Property after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.
- b. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2021-2022 Budget" in the public records of Pasco County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement.
- c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.
- **4. Default**. 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 to seek specific performance of the Developer's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.
- 5. Enforcement and Attorney Fees. In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.
- **6. Governing Law and Venue**. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in Pasco County, Florida.
- 7. Interpretation. 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.
- **8. Termination of Agreement**. The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2021-2022 fiscal year on September 30, 2022.

The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

- 9. Third Parties. This Agreement is solely for the benefit of the parties hereto 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.
- **10. Amendments**. Amendments 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.
- **11. Assignment**. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.
- **12. Authority**. 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.
- **13. Entire Agreement**. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

Meadow Pointe V Community Development District						
Name:						
Chair of	the Board of Supervisors					
•	Chapel Lakes, Ltd., limited partnership					
By:	Wesley Chapel Lakes, Inc. a Florida corporation					
N						
Name: _						

Exhibit A: FY 2021-2022 Budget

## Tab 3

#### **RESOLUTION 2021-06**

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:

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

<u>Section 2</u>. 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.

<u>Section 3</u>. This Resolution shall become effective immediately upon its adoption.

MEADOW POINTE V COMMUNITY

PASSED AND ADOPTED THIS 14<sup>TH</sup> DAY OF SEPTEMBER 2021.

	DEVELOPMENT DISTRICT
ATTEST:	CHAIRMAN / VICE CHAIRMAN
SECRETARY / ASSISTANT SECRETARY	

**EXHIBIT A:** Meeting Schedule

#### **EXHIBIT "A"**

#### MEADOW POINTE V COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS MEETING DATES FOR FISCAL YEAR 2021/2022

October 13, 2021 \*

December 8, 2021\*

January 12, 2022 \*

March 9, 2022 \*

May 11, 2022

August 10, 2022

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.

\*Please note that because of the COVID-19 public health emergency and to protect the public and follow the CDC guidance regarding social distancing, such meetings may be held telephonically, virtually, or at another location in the event the above location is not available. Please check the District's website for the latest information: https://www.meadowpointe5cdd.org/

## Tab 4

## INSURANCE PROPOSAL PREPARED FOR:

#### Meadow Pointe V CDD

C/o Rizzetta & Co., Inc. 12750 Citrus Park Lane, Suite 115 Tampa, FL 33625

#### PRESENTED BY:

Sandie Grimes Vice President



3939 Tampa Road Oldsmar, Florida 34677 Direct Phone: (813)818-5339 Fax Phone: (813) 818-5396

Email Address: sandie.grimes@stahlinsurance.com

www.stahlinsurance.com

This presentation is designed to give you an overview of the insurance coverages we are offering for your company. It is meant only as a general understanding of your insurance needs and should not be construed as a legal interpretation of the insurance policies that will be written for you. Please refer to your specific insurance contracts for details on coverages, conditions and exclusions.

This quote is good for 30 days. If there is an existing policy, the quote is good for 30 days or the expiration date of the current policy whichever comes first.

#### **CLIENT SERVICE TEAM**

Service Team Member		Contact Information	Service/Responsibilities
Sandie Grimes Vice President	Email Phone Fax	sandie.grimes@stahlinsurance.com 813-818-5339 Direct Line 813-818-5396	<ul> <li>Total Account Coordination</li> <li>Total Program Implementation</li> </ul>
Stefanie Hotung, ACII, CRIS Account Manager	Email Phone Fax	stefanie.hotung@stahlinsurance.com 813-818-5334 Direct Line 813-818-5396	All policy servicing needs     Policy Transactions     Claims Reporting Contact     Certificates of Insurance     Auto ID Cards     MVRs
Wayne Jensen Director of Safety	Email Phone Fax	wayne.jensen@stahlinsurance.com 727-489-0593 Direct Line 727-393-5623	People Safe Solutions™     Administration     Oversees all Safety     Program development and administration     OSHA Challenge     Administrator
Stefanie R. HoTung, ACII, CRIS Commercial & Marketing Manager	Email Phone Fax	stefanie.hotung@stahlinsurance.com 813-818-5334 Direct Line 813-818-5396	Oversees all Commercial Lines policies and procedures.     Maintains pertinent relationships with all underwriting markets.     Manages the development, delivery and maintenance of all insurance, underwriting and claims services activities.

Proposal of Insurance Page 2 of 7 5/20/2021

#### **GENERAL LIABILITY INSURANCE PROPOSAL**

Term	Writing Co
06/03/2021 - 06/03/2022	Southern Owners Insurance Co. (Admitted)
	AM Best Rate A++ XV

LOCATION SCHEDULE						
Loc#	Bldg #	Description	City	State	Address	Zip
00001	00001	Community Development District	Wesley Chapel	FL	Meadow Pointe Blvd	33544

General Coverage Information				
Coverage Type	Commercial General Liability			
Occurrence/Claims Made	Occurrence			

GL Cov/Limits				
Coverage	Limit of Liability	Ded		
Each Occurrence	1,000,000	\$0		
Fire Damage	50,000			
General Aggregate	2,000,000			
Medical Expense	5,000			
Personal & Advertising Injury	1,000,000			
Products/Completed Ops Aggregate	2,000,000			

Classifications					
Loc#	Classification	Prem Basis	Exposure		
00001	vacant land	Α	150 acres		

#### Premium

Total Annual Premium = \$400.00

Proposal of Insurance Page 3 of 7 5/20/2021

#### **PUBLIC OFFICIALS LIABILITY PROPOSAL**

Term	Writing Co
06/03/2021 - 06/03/2022	Indian Harbor Insurance Company (Non-Admitted)
	AM Best Rate: A XV

General Coverage Information				
Coverage Type: Public Officials Liability				
Occurrence/Claims Made:	Claims Made			
Form:	PGU POL 2001 (04/2017)			

#### **POL Cov/Limits**

Public Officials \$1,000,000

Non-Monetary Coverage - Defense Only \$50,000/\$100,000 Sublimit

Crisis Management \$25,000 Sublimit Policy Aggregate \$1,000,000

Retentions:

Public Officials \$2,500 Crisis Management \$5,000

**Employment Practices Liability** Not Covered

Retro Date: 6/03/2009

#### **Applicable Forms**

PN FL 10 0909 Florida Policyholder Notice

PGU POL 2000 08 19 Public Officials Liability Declaration

IL MP 9104 0314 UHUC 0314 In Witness

PGU 2002 0417 Schedule of Policy Forms and Endorsements

PGU POL 2001 0417 Public Officials Insurance Policy
PGU 1007 0417 Specific Person or Entity Exclusion

PGU 1010 0417 Delete Insuring Agreement B, Employment Practices Liability and Third Party

**Liability Coverage** 

PGU 1052 0417 Minimum Earned Premium Upon Cancellation

PGU POL 1110 0417 Community Development Districts – Additional Exclusions – see attachment

XL-FLSOP 1110 Service of Process

PN FL 03 1015 Florida Notice to Policyholders
PN CW 01 0915 Notice to Policyholders – Fraud Notice
PN CW 02 1015 Notice to Policyholders – Privacy Notice

PN CW 05 0914 Notice to Policyholders – US Treasury Department's Office of Foreign Assets

Control ("OFAC")

Proposal of Insurance Page 4 of 7 5/20/2021

#### **Subject To**

Signed Surplus Lines Disclosure Minimum Earned Premium is the GREATER of \$1,500 or 25% of annual premium. No Flat Cancellation

#### **Premium**

Premium = \$2,085.00 Policy Fee = 150.00 Total Annual Premium = \$2,235.00

Proposal of Insurance Page 5 of 7 5/20/2021

<b>ENDORSEMENT I</b>	NO.
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### COMMUNITY DEVELOPMENT DISTRICTS ADDITIONAL EXCLUSIONS

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.: <POLICYNO>
Issued to: <ACCTNAME>
Issued by: <CARRNAME>

In consideration of the premium charged, it is hereby agreed that:

The following exclusions are added to Section **D. EXCLUSIONS** of the Policy:

- a. The acts, errors or omissions of a builder or developer of commercial or residential property.
- b. The development or building or any commercial or residential property.
- c. Any acts, errors or omissions by, or claims brought by or against, <fill in specific developer's name, if applicable>.

All other terms, conditions and limitations of this Policy shall remain unchanged.

(Authorized Representative)

#### PREMIUM SUMMARY

Insured: Meadow Pointe V CDD

Insurer: General Liability – Southern Owners Ins. Co.

Public Officials Liability - Indian Harbor Insurance Company

DESCRIPTION OF COVERAGE	PREMIUM
[ ] General Liability - paid directly to Southern Owners	\$ 400.00
Plus	
[ ] Public Officials Liability - paid to Stahl & Associates	\$2,235.00
Total Premium	\$2,635.00

The Proposal presented has been reviewed and accepted based on the terms provided herein.

INSURED: Meadow Pointe V CDD

12750 Citrus Park Lane, Suite 115

Tampa, FL 33625

**INSURED SIGNATURE** 

Proposal of Insurance Page 7 of 7 5/20/2021

## Tab 5

#### 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 **Wednesday**, **May 12**, **2021 at 9:06 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

Steve Lannon Board Supervisor, Vice Chairman

Deborah Arnold Board Supervisor, Assistant Secretary

Also present was:

Aimee Brandon **District Manager, Rizzetta & Company, Inc.** 

Audience None Present

FIRST ORDER OF BUSINESS Call to Order

Ms. Aimee Brandon called the meeting to order.

SECOND ORDER OF BUSINESS Audience Comments on Agenda

Items

There were no audience members present.

#### THIRD ORDER OF BUSINESS Staff Reports

A. District Counsel

Not present.

B. District Manager

Ms. Brandon announced that the next regular meeting will be August 11, 2021 at 11:00 a.m.

## MEADOW POINTE V COMMUNITY DEVELOPMENT DISTRICT May 12, 2021 Minutes of Meeting Page 2

A brief discussion was held regarding the August meeting date and was agreed that it would be changed from August 11, 2021 to June 29, 2021 at 11:00 a.m.

Ms. Brandon announced that there are no registered voters in Meadow Pointe V.

Mr. Arnold requested to nominate Jared David Brown Jr. as Assistant Secretary for one of the vacant seats.

On a Motion by Mr. Arnold, seconded by Mr. Lannon, with all in favor, the Board of Supervisors nominate Jared Brown Jr. for one of the vacant seats as Assistant Secretary for the Meadow Pointe V Community Development District.

#### **FOURTH ORDER OF BUSINESS**

Consideration of 2021-01, Canvassing & Certifying Results of Landowner Meeting

On a Motion by Mr. Lannon, seconded by Ms. Arnold, with all in favor, the Board of Supervisors approve to adopt Resolution 2021-01 Canvassing & Certifying Results of Landowner Meeting for the Meadow Pointe V Community Development District.

#### FIFTH ORDER OF BUSINESS

Administer Oath of Office for Newly Elected Supervisor – Deborah Arnold

Ms. Brandon administered and swore in newly appointed Supervisor Ms. Deborah Arnold.

#### SIXTH ORDER OF BUSINESS

Consideration of 2021-02, Re-Designating Officers

The Board agreed to keep all Supervisors in the same positions and add Jared David Brown Jr. as Assistant Secretary.

On a Motion by Mr. Lannon, seconded by Ms. Arnold, with all in favor, the Board of Supervisors approve to adopt Resolution 2021-02, Re-Designating Officers for the Meadow Pointe V Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2020-03; Amended Budget for FY 2019-2020

## MEADOW POINTE V COMMUNITY DEVELOPMENT DISTRICT May 12, 2021 Minutes of Meeting Page 3

On a Motion by Mr. Arnold, seconded by Mr. Lannon, with all in favor, the Board of Supervisors approved to adopt Resolution 2020-03; Amended Budget for FY 2019/2020 for Meadow Pointe V Community Development District.

#### **EIGHTH ORDER OF BUSINESS**

Consideration of FY 2021-2022 Proposed Budget

Ms. Brandon presented FY 2021-2022 Proposed Budget to the Board of Supervisors.

The Board had no questions or comments and agreed to approved FY 2021-2022 Proposed Budget.

On a Motion by Mr. Arnold, seconded by Mr. Lannon, with all in favor, the Board of Supervisors approved FY 2021-2022 Proposed Budget for Meadow Pointe V Community Development District.

#### **NINTH ORDER OF BUSINESS**

Consideration of Resolution 2020-04; Approving FY 2021-2022 Proposed Budget and Setting Public Hearing Date

Ms. Brandon noted that the Public Hearing Date would be changed from August 11, 2021 to June 29, 2021.

On a Motion by Mr. Arnold, seconded by Mr. Lannon, with all in favor, the Board of Supervisors approved to adopt Resolution 2020-04; Approving FY 2021-2022 Proposed Budget and Setting Public Hearing Date for Meadow Pointe V Community Development District.

#### TENTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Meeting held on August 12, 2020

On a Motion by Mr. Lannon, seconded by Mr. Arnold, with all in favor, the Board of Supervisors approved minutes of the Board of Supervisors' Meeting held on August 12, 2020, as presented for Meadow Pointe V Community Development District.

#### **ELEVENTH ORDER OF BUSINESS**

Consideration of Minutes of the Board of Supervisors' Landowner Meeting held on November 11, 2020

On a Motion by Mr. Lannon, seconded by Mr. Arnold, with all in favor, the Board of Supervisors approved minutes of the Board of Supervisors' Landowner Meeting held on November 11, 2020, as presented for Meadow Pointe V Community Development District.

## MEADOW POINTE V COMMUNITY DEVELOPMENT DISTRICT May 12, 2021 Minutes of Meeting Page 4

TWELFTH ORDER OF BUSINESS	Consideration of Operation & Maintenance Expenditures for August through December 2020 and January through March 2021
On a Motion by Mr. Arnold, seconded by M Supervisors approved to ratify the payn Maintenance Expenditures report for August 2020 (\$1,403.71); Nov 2020 (\$11108.33); De Feb 2021 (\$883.33) and Mar 2021 (\$88 Community Development District.	nent of invoices in the Operation and 2020 (\$883.33); Sept 2020 (\$883.33); Oct ec 2020 (\$1,194.53); Jan 2021 (\$1,267.71);
THIRTEENTH ORDER OF BUSINESS	Supervisor Requests
No supervisor requests.	
FOURTEENTH ORDER OF BUSINESS	Adjournment
On a Motion by Mr. Lannon, seconded by I Supervisors adjourned the meeting at 9:18 a Development District.	
Secretary/Assistant Secretary	Chairman/Vice Chairman

## Tab 6

#### **Meadow Pointe V Community Development District**

DISTRICT OFFICE · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

## Operations and Maintenance Expenditures April 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2021 through April 30, 2021. This does not include expenditures previously approved by the Board.

Approval of Expenditures:
Chairperson
Vice Chairperson
Assistant Secretary

The total items being presented: \$1,267.71

#### **Meadow Pointe V Community Development District**

## Paid Operation & Maintenance Expenditures April 1, 2021 Through April 30, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoid	e Amount
Innersync Studio, LTD	288	19368	Quarterly Service - ADA Compliance 04/21	\$	384.38
Rizzetta & Company, Inc.	289	INV0000057640	District Management Fees 04/21	\$	833.33
Rizzetta Technology Services	290	INV000007429	Website Hosting Services 04/21	\$	50.00
Report Total				\$	1,267.71





#### **INVOICE**

BILL TO Meadow Point V CDD 12750 Citrus Park Lane Tampa, FL 33625

Quarterly service	BALANCE DUE	\$384.38
CDD Ongoing PDF Accessibility Compliance	Service	234.38
CDD Website Services - Hosting, support and	training	150.00
DESCRIPTION		AMOUNT

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

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Date	Invoice #		
4/1/2021	INV0000057640		

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MEADOW POINTE V CDD 3434 Colwell Avenue Tampa FL 33614

	Services for the month of	Terms Upon Receipt		Client Number 00846	
Description	April				
District Management Services  Date Rec'd Rizzetta & Co., Inc D/M approval Date entered 03/25/21 Fund 001 GL 51300 O Check #	03/25/21 ate 3/26/2021 C 3103	1.00	\$83	33.33	\$833.33
		Subtota	l		\$833.33
		Total			\$833.33

### Rizzetta Technology Services 3434 Colwell Avenue Suite 200 Tampa FL 33614

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Date	Invoice #
4/1/2021	INV0000007429

	Services for the month of	Term	ıs	Cli	ient Number
	April			00	0846
Description Customer Discount EMail Accounts, Admin & Maintenance Website Compliance and Management  Date Rec'd Rizzetta & Co. D/M approval	03/24/21 Inc. Bate 3/26/202	Qty 1 0 1	· \$1		## Amount (\$50.00) \$0.00 \$100.00
		Subtota			\$50.00
		Total			\$50.00

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

# Operation and Maintenance Expenditures May 2021 For Board Approval

No Operation and Maintenance Expenditures were paid from May 1, 2021 through May 31, 2021 Therefore, there are no new items to present at this time.
Approval of Expenditures:
Chairman
Vice Chairman
Assistant Secretary

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<u>District Office · Wesley Chapel, Florida</u>

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

www.meadowpointe5cdd.org

# Operations and Maintenance Expenditures June 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2021 through June 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented:	\$4,351.66	
Approval of Expenditures:		
Chairperson		
Vice Chairperson		
Assistant Secretary		

# Paid Operation & Maintenance Expenditures June 1, 2021 Through June 30, 2021

Vendor Name	Check Number	n Invoice Number	Invoice Description	Invoi	ce Amount
Rizzetta & Company, Inc.	292	INV0000058206	District Management Fees 05/21	\$	833.33
Rizzetta & Company, Inc.	292	INV0000058978	District Management Fees 06/21	\$	833.33
Rizzetta Technology Services	293	INV0000007523	Website Hosting Services 05/21	\$	50.00
Stahl & Associates Insurance	291	010927826	Public Officials Liability 06/03/21 to 06/03/22	\$	400.00
Stahl & Associates Insurance	294	052021	Public Officials Liability 06/03/21 to 06/03/22	\$	2,235.00
Report Total				\$	4,351.66

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

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Date	Invoice #
5/1/2021	INV0000058206

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	Services for the month of	Term		CI	ient Number
	May	Upon Receipt		00846	
Description		Qty	Rate	е	Amount
Date Rec'd Rizzetta & Co., Inc.  D/M approval A B Date  Date entered 04/  Fund 001 GL 51300OC  Check #	105/03/2021 129/21 3101	1.00	\$83	33.33	\$833.33
		Subtota	J		\$833.33
		Total			\$833.33

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

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Date	Invoice #
6/1/2021	INV0000058978

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	Services for the month of	Term		CI	ient Number
	June	Upon R	eceipt	0	0846
Description		Qty	Rate	)	Amount
Date Rec'd Rizzetta & Co., Inc D/M approval	3101	1.00		33.33	\$833.33
		Subtota			\$833.33
		Total			\$833.33

### Rizzetta Technology Services 3434 Colwell Avenue Suite 200 Tampa FL 33614

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Date	Invoice #
5/1/2021	INV000007523

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	Services for the month of	Term	ns	CI	ient Number
	May				0846
Description		Qty	Rate		Amount
Customer Discount		1		0.00)	(\$50.00)
EMail Accounts, Admin & Maintenance		0		5.00	\$0.00
Website Compliance and Management		1	\$10	00.00	\$100.00
D . D	0.4/0.0/0.4				
Date Rec'd Rizzetta & Co., Inc					
D/M approval	ate <u>05/03/202</u> 1				
Date entered04/2	9/21				
Fund 001 GL 51300 O	C5103				
Check #					
		Subtota	I		\$50.00

Subtotal	\$50.00
Total	\$50.00

00008546

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



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

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

# Auto-Owners INSURANCE

LIFE . HOME . CAR . BUSINESS

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

Billing Account Information			
Statement Date	05-14-2021		
Account Number	010927826		
Payment Plan	FULL PAY		
Due Date	06-03-2021		

Date Rec'd Ri D/M approval	zzel	tta & Co.,	Inc Date	05/25/21 06/01/202
Date entered		05/28/21		
Fund 001	GL	15500	OC	
Check #				

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

0010036

12-0049-00



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

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

\_\_\_\_\_Address Change

 Billing Account Information

 Account Number
 010927826

 Due Date
 06-03-2021

 Total
 \$400.00

 Minimum Due
 \$400.00

Please make checks payable to:

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





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 20, 2021
CLIENT SERVICE	Sandie Grimes Stefanie HoTung, ACII, CRIS
PAGE	1 of 1

PAYMENT INFORMATION					
INVOICE SUMMARY	\$2,235.00				
	. ,				
PAYMENT AMOUNT					
PAYMENT FOR: Renewal of Public Officials					
Liability Insurance 6/3/2021 - 6/3	0/2022				

PLEASE CUT ON DOTTED LINE AND RETURN WITH PAYMENT

Thank You

INVOICE	EFFECTIVE	TRANSACTION	DESCRIPTION		AMOUNT
	6/3/2021	Renewal	Public Officials Liabilit	.y	\$2,235.00
To make an electr	ronic payment, plea	ise go to: Date	Rec'd Rizzetta & Co., In		_
	iates.epaypolicy.com		approvalC	)ate 06/02	
	3 fee from ePay for	this service. Date	entered 06/03/21		
A/c no. 32987			GL 51300 C	C 4501	
		Che		1301	_
		Cile	JK #		_
DI I I	1 11 ( 0, 11	0 A : , 1	'. 1' .1		TOTAL
as possible.	ek payable to Stahl d	& Associates and ren	nit directly to our office a	s soon	TOTAL
					\$2,235.00
					Thank You

	DATE
Stahl & Associates Insurance	May 20, 2021
813.818.5300	

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<u>District Office · Wesley Chapel, Florida</u>

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

www.meadowpointe5cdd.org

# Operations and Maintenance Expenditures July 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2021 through July 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented:	\$883.33
Approval of Expenditures:	
Chairperson	
Vice Chairperson	
Assistant Secretary	

# Paid Operation & Maintenance Expenditures July 1, 2021 Through July 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoic	e Amount
Rizzetta & Company, Inc.	295	INV0000059429	District Management Fees 07/21	\$	833.33
Rizzetta Technology Services	296	INV0000007749	Website Hosting Services 07/21	\$	50.00
Report Total				<u>\$</u>	883.33

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

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Date	Invoice #	
7/1/2021	INV0000059429	

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	Services for the month of	Terms		Client Number
	July	Upon Receip	ot	00846
Description		Qty	Rate	Amount
Date Rec'd Rizzetta & Co. D/M approval Date entered Fund 001 Check #	Inc. 07/01/21 Date 07/12 07/06/21 OC 3101	1.00	\$833.33	
		Subtotal		\$833.33
		Total		\$833.33

### **Rizzetta Technology Services** 3434 Colwell Avenue Suite 200 Tampa FL 33614

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Date	Invoice #	
7/1/2021	INV0000007749	

### Bill To:

	Services for the month of	Terms		ient Number
	July		0	0846
Description  Customer Discount EMail Accounts, Admin & Maintenance Website Compliance and Management  Date Rec'd Rizzetta & Co	o., Inc. 07/01/21	Qty 1 0 1 1	Rate (\$50.00) \$15.00 \$100.00	0846 Amount (\$50.00 \$0.0 \$100.0
D/M approval/_/ Date entered Fund001 GL51300 Check #	Date 07/12 07/06/21 OC 5103	Subtotal		\$50.00
	-	Total		\$50.00