

Meadow Pointes V Community Development District

Board of Supervisors' Meeting September 14, 2022

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

Jared Brown Jr 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, 2022

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, September 14, 2022 at 2:00 p.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.	CAL	L TO ORDER/ROLL CALL
2.	AUI	DIENCE COMMENTS
3.	BUS	SINESS ITEMS
	A.	Public Hearing on Fiscal Year 2022/2023 Final BudgetTab 1
		1. Consideration of Resolution 2022-03, Adopting Fiscal Year 2022/2023 Final BudgetTab 2
		2. Consideration of Developer Funding
		AgreementTab 3
	B.	Consideration of Resolution 2022-04, Setting the Meeting
		Schedule for Fiscal Year 2022/2023Tab 4
	C.	Consideration of Campus Suite Agreement AddendumTab 5
	D.	Consideration of First Addendum for Professional
		District Services ContractTab 6
	E.	Discussion of Dissolving the District
		 Consideration of Resolution 2022-05, Authorizing
		Dissolution of the DistrictTab 7
4.	BUS	SINESS ADMINISTRATION
	A.	Consideration of Minutes of the Board of
		Supervisors' Meeting held on June 15, 2022Tab 8
	B.	Consideration of Operation & Maintenance
		Expenditures for May, June & July 2022Tab 9

5.	STAFF	REPORTS	ò
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- A. District Counsel
- B. District Manager
 - 1. May District Manger Report......Tab 10
- 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) 994-1001.

Sincerely,

Daryl Adams

Daryl Adams

District Manager

cc: Mark Straley/Vivek Babbar, Straley & Robin



Meadow Pointe V Community Development District

www.Meadowpointe5cdd.org

Proposed Budget for Fiscal Year 2022/2023

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Proposed Budget Meadow Pointe V Community Development District General Fund Fiscal Year 2022/2023

Chart of Accounts Classification	ti	tual YTD nrough 7/31/22	Ann	rojected ual Totals 021/2022	Bu	Annual adget for 121/2022	var	rojected Budget iance for 21/2022	Budget for 2022/2023	Ind (De	udget crease crease) vs 21/2022	Comments
REVENUES												
Contributions & Donations from Private Sources												
Developer Contributions	\$	16,075	\$	19,290	\$	15,615	\$	3,675	\$ 16,415	\$	800	
TOTAL REVENUES	\$	16,075	\$	19,290	\$	15,615	\$	3,675	\$ 16,415	\$	800	
TOTAL REVENUES AND BALANCE FORWARD	\$	16,075	\$	19,290	\$	15,615	\$	3,675	\$ 16,415	\$	800	
EXPENDITURES - ADMINISTRATIVE												
Financial & Administrative												
District Management	\$	8,333	\$	10,000	\$	10,000	\$	-	\$ 10,400	\$	400	4% COI Increase
Public Officials Liability Insurance	\$	2,375	\$	1,387	\$	2,040	\$	653	\$ 2,285	\$		Actual Cost of Invoice
Legal Advertising	\$	654	\$	784	\$	600		(184)	\$ 655	\$	55	Trend higher than budget
Dues, Licenses & Fees	\$	175	\$	175		175		-	\$ 175	\$	-	
Website Hosting, Maintenance, Backup (and Email)	\$	2,038	\$	1,536	\$	2,000	\$	464	\$ 2,000	\$	-	FY20-4,462.52, \$FY21-\$2,138
Legal Counsel												
District Counsel	\$	-	\$	-	\$	500	\$	500	\$ 500	\$	-	
Administrative Subtotal	\$	13,575	\$	13,882	\$	15,315	\$	1,433	\$ 16,015	\$	700	
EXPENDITURES - FIELD OPERATIONS												
Other Physical Environment												
General Liability Insurance	\$	401	\$	267	\$	300	\$	33	\$ 400	\$	100	Actual Cost of Invoice
Field Operations Subtotal	\$	401	\$	267	\$	300	\$	33	\$ 400	\$	100	
Contingency for County TRIM Notice												
TOTAL EXPENDITURES	\$	13,975	\$	14,149	\$	15,615	\$	1,466	\$ 16,415	\$	800	
EXCESS OF REVENUES OVER EXPENDITURES	\$	2,099	\$	5,141	\$		\$	5,141	\$ _	\$	-	

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 prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent 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. The Collection Agent also maintains and updates the District's lien book(s) annually and 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 streetlights 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.

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

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.

Landscaping Inspection 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 was a related 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.

cial 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.



<u>DEBT SERVICE FUND BUDGET</u> 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 a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



RESOLUTION 2022-03

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, 2022, AND ENDING SEPTEMBER 30, 2023; APPROVING THE FORM OF A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager submitted, prior to June 15th, 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, Clearwater Bay Associates, Inc., a Florida corporation ("Developer"), as the developer of certain lands within the District, has agreed to fund the FY 2022-2023 Budget as shown in the revenues line item of the FY 2022-2023 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 2021-2022 and/or revised projections for fiscal year 2022-2023.
- **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, 2022, and Ending September 30, 2023".
- **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, 2022, and ending September 30, 2023, the sum of \$________, 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, 2022.

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

Exhibit A: FY 2022-2023 Adopted Budget

Exhibit B: Form of Budget Funding Agreement with Developer

FY 2022-2023 Budget Funding Agreement

(Meadow Pointe V Community Development District)

This FY 2022-2023 Budget Funding Agreement (this "Agreement") is made and entered into as of September 14, 2022, 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 3434 Colwell Ave., Suite 200, Tampa, FL 33614 and Clearwater Bay Associates, Inc., a Florida corporation (the "Developer"), whose mailing address is 311 Park Place Blvd., Clearwater, Florida 33759.

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 2022-2023 as attached hereto as **Exhibit A** (the "FY 2022-2023 Budget"), which commences on October 1, 2022, and concludes on September 30, 2023;

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 2022-2023 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 2022-2023 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 2022-2023 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2022-2023 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 2022-2023 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:

2. FY 2022-2023 Budget Revisions. The District and Developer agree that the FY 2022-2023 Budget shall be revised at the end of the 2022-2023 fiscal year to reflect the actual expenditures of the District for the period beginning on October 1, 2022 and ending on September 30, 2023. The Developer shall not be responsible for any additional costs other than those costs provided for in the FY 2022-2023 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2022-2023 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 2022-2023 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 2022-2023 fiscal year on September 30, 2023.

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.

Development District
Name:
Chair of the Board of Supervisors
Clearwater Bay Associates, Inc., a Florida corporation
Name:
Title:

Meadow Pointe V Community

Exhibit A: FY 2022-2023 Budget

RESOLUTION 2022-04

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 14TH DAY OF SEPTEMBER, 2022.

	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 2022/2023

October 12, 2022 *

December 14, 2022 *

January 11, 2023 *

March 8, 2023 *

May 10, 2023

August 9, 2023

September 13, 2023 *

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

Addendum

Addendum A to Campus Suite Contract:

Contract effective date: 1/1/2022

Statement of Work

2. Maintenance and Management of the Website.

2. Remediate in an ADA compliant format new documents uploaded by the District Manager to the document portal;*

*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

B. Maintenance.

ii. remediate new documents on an unlimited basis; for any agenda packages, Contractor shall turn around the remediated version within two (2) business days; any updates or fixes needed to the agenda requiring remediation shall be remediated within 48 hours of the District Manager's submission for such request.

Section 3. Compensation.

B. Maintenance. For performance of the Services as provided in Section 2(B) of this Agreement, starting October 1, 2019 the District shall pay Contractor (\$1,537.50) per year, payable in one annual installment for Ongoing PDF Accessibility Compliance Service and Website Services. Parties understands and acknowledges that this includes (i) the annual fee for the domain name for the District's Website, which Contractor shall pay, at its sole expense, on behalf of the District; and (ii) document remediation pursuant to Section 2(B)(iii).

PROVIDER: Innersync Studio, Ltd.

By:	Date:
Authorized Representative	
Innersync Studio, LLC	
USER: Meadow Pointe V Community I	Development District
Ву:	Date:
Print name:	

FIRST ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

This First Addendum to the Contract for Professional District Services (this "Addendum"), is made and entered into as of the 1st day of October, 2022 (the "Effective Date"), by and between Meadow Pointe V Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Pasco County, Florida (the "District"), and Rizzetta & Company, Inc., a Florida corporation (the "Consultant").

RECITALS

WHEREAS, the District and the Consultant entered into the Contract for Professional District Services dated May 8, 2019 (the "**Contract**"), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

WHEREAS, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached.

The amended **Exhibit B** - Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the Effective Date.

(Remainder of this page is left blank intentionally)

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

ACCEPTED BY:

RIZZETTA & COMPANY, INC.	
BY:	
PRINTED NAME:	William J. Rizzetta
TITLE:	President
DATE:	
MEADOW POINTE V COMMU	NITY DEVELOPMENT DISTRICT
BY:	
PRINTED NAME:	
TITLE:	Chairman/Vice Chairman
DATE:	
ATTEST:	
	Vice Chairman/Assistant Secretary Board of Supervisors
	Print Name

Exhibit B – Schedule of Fees

EXHIBIT B

Schedule of Fees

STANDARD ON-GOING SERVICES:

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

	MONTHLY	ANNUALLY
Management:	\$866.67	\$10,400
Total Standard On-Going Services:	\$866.67	\$10,400

ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings Additional Meetings (includes meeting prep,	Hourly	\$ 175
attendance and drafting of minutes) Estoppel Requests (billed to requestor):	Hourly	\$ 175
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests & Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE
Senior Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

RESOLUTION NO. 2022-05

A RESOLUTION AUTHORIZING THE DISSOLUTION OF THE MEADOW POINTE V COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO SECTION 190.046(10), FLORIDA STATUTES AND AUTHORIZING AND DIRECTING THE DISTRICT COUNSEL, DISTRICT MANAGER, CHAIR, AND VICE-CHAIR TO SUBMIT A PETITION TO DISSOLVE THE DISTRICT.

WHEREAS, the Meadow Pointe V Community Development District (the "District") is a local unit of special-purpose government established by Ordinance No. 09-03 of the Pasco County (the "County") Board of County Commission pursuant to Chapter 190, Florida Statutes;

WHEREAS, the District has not constructed any capital improvements, has no operating and maintenance responsibilities, has not levied any special assessments or issued any non-ad valorem bonds, and has no outstanding financial or contractual obligations;

WHEREAS, the Board of Supervisors of the District (the "Board") has determined it is in the best interests of the property owners within the District to submit a petition to the County to pass a non-emergency ordinance to dissolve the District (the "Petition") pursuant to section 190.046(10), Florida Statutes; and

WHEREAS, Clearwater Bay Associates, Inc., a Florida corporation, is a landowner of property located within the boundaries of the District, concurs that the dissolution of the District is in its best interests, and has agreed to fund the costs to dissolve the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

<u>Section 1.</u> <u>Incorporation of Recitals</u>. The above recitals are true and correct and incorporated herein as a material part of this resolution.

Section 2. Authorization to Dissolve the District. The District Counsel, District Manager, Chair, and Vice-Chair are authorized and directed to submit the Petition to dissolve the District and take any action in any proceeding held in connection with preparing and obtaining the approval of the Petition from the County. Such parties and any other member of the Board are authorized to execute and deliver all other documents necessary or related thereto, and to take all such further and additional actions as are required to carry out the intent of the foregoing. Upon the dissolution of the District, the District Counsel is authorized and directed to record a notice of dissolution in the County's public records.

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption.

Passed and Adopted on September 14, 2022

Attest:	Meadow Pointe V Community Development District
Secretary / Assistant Secretary	Chair / Vice Chair of the Board of Supervisors

Tab 8

1	MINUTES OF MEETING				
2 3 4 5 6	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.				
7 8 9 10		MEADOW POINTE V IITY DEVELOPMENT DISTRICT			
11 12 13 14	a.m. at the Meadow Pointe IV Clubhouse located at 3902 Meadow Pointe Boulevard,				
15 16	Present and constituting a quoru	m.			
17 18 19 20 21	Lee Arnold Steve Lannon Jared Brown	Board Supervisor, Chairman Board Supervisor, Vice Chairman Board Supervisor, Assistant Secretary			
22	Also present was:				
23 24 25	Daryl Adams	District Manager, Rizzetta & Company			
26 27	Audience	None Present			
28 29	FIRST ORDER OF BUSINESS	Call to Order			
30 31	Mr. Adams called the meeting to order.				
32 33 34 35	SECOND ORDER OF BUSINES	Audience Comments on Agenda Items			
36	There were no audience n	nembers present.			
37 38 39	THIRD ORDER OF BUSINESS	Presentation of FY 2022-2023 Proposed Budget			
40 41 42 43	Mr. Adams presented the were no comments or que	e FY 2022-2023 Proposed Budget to the Board. There estions at this time.			

45 46 47

MEADOW POINTE V COMMUNITY DEVELOPMENT DISTRICT June 15, 2022 Minutes of Meeting Page 2

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2022-01,
Setting Public Hearing and
Approving FY 2022-2023 Proposed
Budget

On a Motion by Mr. Lannon, seconded by Mr. Brown, with all in favor, the Board of Supervisors adopted Resolution 2022-01, Setting the Public Hearing for September 14, 2022 at 11:00 a.m. and Approved the FY 2022-2023 Proposed Budget for Meadow Pointe V Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of Rizzetta Technology Services, LLC to Rizzetta & Company

On a Motion by Mr. Brown, seconded by Mr. Lannon, with all in favor, the Board of Supervisors accepted the Rizzetta Technology Services, LLC to Rizzetta & Company for the Meadow Pointe V Community Development District.

SIXTH ORDER OF BUSINESS

Ratification of Stahl & Associates Insurance Premium Agreement

On a Motion by Mr. Arnold, seconded by Mr. Brown, with all in favor, the Board of Supervisors ratified the Stahl & Associates Insurance Premium Agreement for the Meadow Pointe V Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Meeting held on September 14, 2021

On a Motion by Mr. Lannon, seconded by Mr. Mr. Brown, with all in favor, the Board of Supervisors approved minutes of the Board of Supervisors' Meeting held on September 14, 2021 as presented for Meadow Pointe V Community Development District.

EIGHTH ORDER OF BUSINESS

Consideration of Operation & Maintenance Expenditures for August 2021 through April 2022

On a Motion by Mr. Arnold, seconded by Mr. Lannon, with all in favor, the Board of Supervisors approved to ratify the payment of invoices in the Operation and Maintenance Expenditures report for August 2021 (\$384.38); September 2021 (\$0); October 2021 (\$0); November 2021 (\$0), December 2021 (\$0), January 2022 (\$0), February 2022 (\$0), March 2022 (\$0) and April 2022 (\$1,267.71) for Meadow Pointe V Community Development District.

MEADOW POINTE V COMMUNITY DEVELOPMENT DISTRICT June 15, 2022 Minutes of Meeting Page 3

NINTH OF	RDER OF BUSINESS	Staff Reports
A.	District Counsel	
	Not present	
		the possibility of abandonment for the Meadow
		d that Rizzetta & Co. and District Counsel take this equested it be further discussed at the September
	14 th , 2022 Public Heari	ng meeting. Mr. Adams will reach out to District
	Counsel and will provide	e feed back at the next meeting.
В.	District Manager	
		that the next meeting is scheduled for September
	14, 2022 at 11:00 a.m. a	at the Meadow Points IV Clubhouse.
TENTH O	RDER OF BUSINESS	Supervisor Requests
The	ere were no supervisor requ	ests.
ELEVENT	TH ORDER OF BUSINESS	Adjournment
		ded by Mr. Brown, with all in favor, the Board of
	ors adjourned the meeting a ment District.	t 11:12 a.m. for the Meadow Pointe V Community
Developi	THETIL DISTITION.	
Secretary	/Assistant Secretary	Chairman/Vice Chairman

Tab 9

<u>District Office · Wesley Chapel, Florida · (813) 994-1001</u>

<u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

<u>www.meadowpointe5cdd.org</u>

Operations and Maintenance Expenditures May 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2022 through May 31, 2022. This does not include expenditures previously approved by the Board.

Approval of Expenditures:			
Chairperson			
Vice Chairperson			
Assistant Secretary			

The total items being presented: \$1,830.98

Paid Operation & Maintenance Expenditures
May 1, 2022 Through May 31, 2022

Vendor Name	Check Number	r Invoice Number	Invoice Description	Invoid	ce Amount
Auto Owners Insurance	001016	010927826 FY22/23	Policy 092312 20721223 06/03/22 - 06/03/23	\$	402.67
Rizzetta & Company, Inc.	001015	INV0000067900	Management Fees 05/22	\$	883.33
Stahl & Associates Insurance	001017	052522	POL Installment 06/03/22 to 06/03/23	\$	544.98
Damant Tatal				ø	4 020 00
Report Total				D	1,830.98

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<u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

www.meadowpointe5cdd.org

Operations and Maintenance Expenditures June 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2022 through June 30, 2022. This does not include expenditures previously approved by the Board.

Approval of Expenditures:			
Chairperson Vice Chairperson			
Assistant Secretary			

The total items being presented: \$1,053.39

Paid Operation & Maintenance Expenditures June 1, 2022 Through June 30, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	<u>Invoi</u>	ce Amount
IPFS Corporation	001018	FLS-153337 06/22	Monthly POL Insurance Payment 06/22	\$	170.06
Rizzetta & Company, Inc.	001019	INV0000068745	Management Fees 06/22	\$	883.33
Report Total				<u>\$</u>	1,053.39

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<u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

<u>www.meadowpointe5cdd.org</u>

Operations and Maintenance Expenditures July 2022 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2022 through July 31, 2022. This does not include expenditures previously approved by the Board.

Approval of Expenditures:
Chairperson
Vice Chairperson
Assistant Secretary

The total items being presented: \$1,437.77

Paid Operation & Maintenance Expenditures July 1, 2022 Through July 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoi	ce Amount
Innersync Studio, LTD	001020	20533	Quarterly Service - ADA Compliance 07/22	\$	384.38
IPFS Corporation	001022	FLS/153337 07/22	Monthly POL Insurance Payment 07/22	\$	170.06
Rizzetta & Company, Inc.	001021	INV0000069382	Management Fees 07/22	\$	883.33
Report Total				\$	1,437.77

Tab 10



UPCOMING DATES TO REMEMBER

Next Meeting: October 12, 2022, at 10:00am

District Manager's Report September 14

2022

M

D

W

V

FINANCIAL SUMMARY	7/31/2022
General Fund Cash & Investment Balance:	\$2,099
Reserve Fund Cash & Investment Balance:	\$0.00
Debt Service Fund Investment Balance:	\$0.00
Total Cash and Investment Balances:	\$2,099
General Fund Expense Variance: \$544	Over Budget