
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 III
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors' of the Meadow Pointe III Community Development District was held on **Wednesday, April 18, 2018 at 6:30 p.m.** at the Meadow Pointe III Clubhouse, located at 1500 Meadow Pointe Blvd., Wesley Chapel, FL 33543.

Present and constituting a quorum:

Michael Hall	Board Supervisor, Chairman
Paul Carlucci	Board Supervisor, Vice Chairman
Rick Daddio	Board Supervisor, Assistant Secretary
John Johnson	Board Supervisor, Assistant Secretary
Marc Duquella	Board Supervisor, Assistant Secretary

Also present were:

Clifton Fischer	District Manager, Rizzetta & Company, Inc.
Joe Roethke	Regional District Manager, Rizzetta & Company, Inc.
Vivek Babbar	District Counsel, Straley, Robin, & Vericker
Tonja Stewart	District Engineer, Stantec <i>(Speaker Phone)</i>
Dan Richardson	Clubhouse Manager
Deputy Meagher	
Tyree Brown	Rizzetta & Company, Inc.
Audience	

FIRST ORDER OF BUSINESS

Call to Order

Mr. Fischer called the meeting to order and performed roll call confirming a quorum for the meeting.

All those in attendance stood and recited the Pledge of Allegiance.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience comments put forward at this time.

47 **THIRD ORDER OF BUSINESS** **Consideration of Minutes of the Board of**
48 **Supervisors' Meeting held on March 21st,**
49 **2018**
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On a Motion by Mr. Johnson, seconded by Mr. Daddio, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' Meeting held on March 21st, 2018, as presented, for Meadow Pointe III Community Development District.

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52 **FOURTH ORDER OF BUSINESS** **Consideration of Audit Committee**
53 **Meeting held on March 21st, 2018**
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On a Motion by Mr. Johnson, seconded by Mr. Carlucci, with all in favor, the Board of Supervisors approved the Audit Committee Meeting held on March 21st, 2018, as presented for Meadow Pointe III Community Development District.

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56 **FIFTH ORDER OF BUSINESS** **Consideration of Operation and**
57 **Maintenance Expenditures for March**
58 **2018**
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60 Mr. Johnson asked questions with regard to operation and maintenance expenditures for March
61 2018.
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On a Motion by Mr. Johnson, seconded by Mr. Carlucci, with all in favor, the Board of Supervisors approved the operations and maintenance expenditures for March 2018 at \$104,808.50 for Meadow Pointe III Community Development District.

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65 **SIXTH ORDER OF BUSINESS** **Review of Ecological Consultants Report**
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67 Mr. Fischer presented the Ecological Consultants Report for review and discussion by the Board.
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69 **SEVENTH ORDER OF BUSINESS** **Consideration of LMP Mulch Proposal**
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On a Motion by Mr. Johnson, seconded by Mr. Daddio, with all in favor, the Board of Supervisors approved the proposal by LMP for mulch for Meadow Pointe III Community Development District.

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72 **EIGHTH ORDER OF BUSINESS** **Consideration of Aquatic Systems**
73 **Addendum**
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75 The Board will discuss and review the Aquatic Systems addendum pending a consultation with
76 Aquatic Systems.
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78 **NINTH ORDER OF BUSINESS** **Review of Arbitrage Report Series 2013**
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On a Motion by Mr. Johnson, seconded by Mr. Daddio, with all in favor, the Board of Supervisors approved the Arbitrage Report Series 2013 for Meadow Pointe III Community Development District.

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TENTH ORDER OF BUSINESS **Consideration of Aquatic Systems Special Services Agreements**

The Board will discuss and review the Aquatic Systems special services agreements at the next meeting.

ELEVENTH ORDER OF BUSINESS **Staff Reports**

A. Community Deputy
Not Present

B. District Counsel
No Report.

C. District Engineer
Ms. Stewart presented and discussed the schedule. The board discussed the possible parking arrangements with consideration for county and emergency vehicles.

On a Motion by Mr. Carlucci, seconded by Mr. Jonson, with all in favor, the Board of Supervisors approved coordination with MOT for county and emergency services for Meadow Pointe III Community Development District.

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D. Field Operations Manager
Site Masters has been staffed to work on the sidewalk repair. Mr. Brown reviewed tree removal report. The Board discussed the removal of the dead and dying trees that were installed.

E. Amenity Management
Mr. Richardson gave his report.

F. District Management
No Report.

Mr. Fischer reminded the Board that the next meeting will be held May 16th, 2018 at 6:30 p.m.

ELEVENTH ORDER OF BUSINESS **Audience Comments**

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117 A resident asked about cleaning the sidewalks on Larkenheath.
118 A resident asked about the dead grass on Ambridge.
119 A resident raised concerns about a downed fence on Amanferd.

120 A resident asked a question about the tree program.

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124 **TWELFTH ORDER OF BUSINESS**

Adjournment

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On a Motion by Mr. Johnson, seconded by Mr. Daddio, with all in favor, the Board of Supervisors adjourned the meeting at 7:05 p.m. for the Meadow Pointe III Community Development District.

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Assistant Secretary



Chairman/Vice Chairman

Meadow Pointe III CDD

EXHIBIT TO 4-18-2018 MINUTES:

- 1. Aquatic Systems Special Services Proposal**



April 11, 2018

Mr. Clif Fischer, District Manager
Meadow Pointe III CDD
1500 Meadow Pointe Boulevard
Wesley Chapel, Florida 33578

VIA EMAIL: CFISCHER@RIZZETTA.COM

Dear Clif:

As requested, please find enclosed a *Special Services Agreement* for **Meadow Pointe III CDD**.

Please sign the contract and return to us as soon as possible, so we may schedule your program.

If you have any further questions, concerns, or if there is any way I can be of assistance, do not hesitate to call.

We look forward to serving **Meadow Pointe III CDD!**

Sincerely,

A handwritten signature in black ink that reads 'Jimmy Taylor'.

Jimmy E. Taylor
Wesley Chapel Sales Manager
JET/gu

cc: Doug Agnew, Senior Consultant

Aquatic Systems, Inc.

Lake & Wetland Management Services
Everything a Lake Should Be
2100 NW 33rd Street, Pompano Beach, FL 33069
Telephone: 1-800-432-4302
www.aquaticsystems.com

This Agreement made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "ASI", and

Special Services Agreement

#00079491

Mr. Cliff Fischer, District Manager
Meadow Pointe III CDD
1500 Meadow Pointe Boulevard
Wesley Chapel, Florida 33578
(813) 994-1001
cfischer@rizzetta.com

Start Date: _____.

Date of proposal: April 11, 2018 JET-AO

We are pleased to quote special pricing as follows:

Services to be performed: Cut and removal of Primrose Willow.

Site: #25, Pond (741 Perimeter; 0.10 Acres)

Equipment:

Trailer
Power Cutting Equipment
Manual Tools, Rakes, Shovels, etc.
Four Wheel Drive Truck

Disposal:

A.S.I. to remove material from site.

Total Balance Due Upon Receipt

\$2,600.00

Terms & Conditions of Special Services Agreement

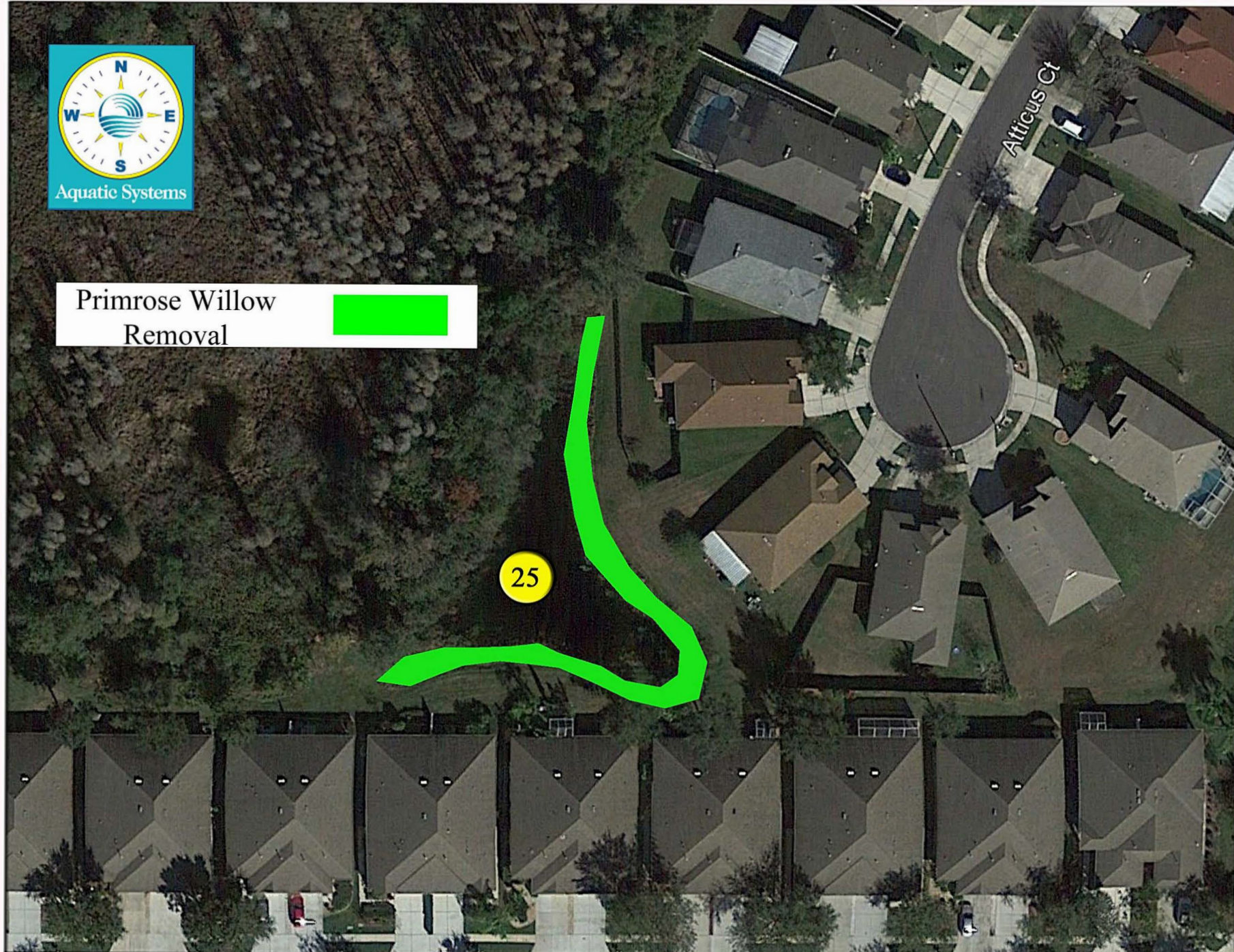
1. If CUSTOMER requires ASI to enroll in any special third-party compliance programs invoicing or payment plans that charge ASI, those charges will be invoiced back to CUSTOMER.
2. CUSTOMER agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether the CUSTOMER has direct legal ownership of the water areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and agrees to defend, indemnify and hold ASI harmless for the consequences of such services not arising out of ASI sole negligence.
3. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or failure to obtain sufficient material or other cause (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should Aquatic System's, Inc. be prohibited, restricted or otherwise prevented from rendering specified services by any of the conditions, Aquatic Systems, Inc. shall notify CUSTOMER of said condition and of the excess direct costs arising therefrom. CUSTOMER shall have thirty (30) days after receipt of said notice to terminate this Agreement by so notifying Aquatic Systems, Inc. in writing.
4. ASI, at its expense, shall maintain the following insurance coverage: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.


5. **ASI** agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of Aquatic Systems, Inc.; however, **ASI**, shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.
6. Collection terms are net 30 days from invoice date. In consideration of **ASI'S** providing services and/or products, the CUSTOMER agrees to pay its invoice/statement within 30 days of the invoice/statement date. All amounts remaining due and owing 30 days after billing by SELLER shall bear interest at the rate of 1.5% per month until paid in full. The CUSTOMER shall pay all costs of collection, including liens and reasonable attorney's fees. ASI may cancel this Agreement, if CUSTOMER is delinquent more than sixty (60) days on their account. *Checks should be payable to Aquatic Systems, Inc.*
7. It is the CUSTOMER'S responsibility to inform **ASI** of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. CUSTOMER agrees to provide **ASI** with copies of mitigation permits, site plans, plant species, etc. relating to contracted work areas. **ASI** assumes no responsibility for damage to desirable plants where CUSTOMER has failed to disclose such information to ASI.
8. Cyanobacteria identification and toxin testing are not included in this agreement. Cyanobacteria are common throughout Florida waterways and our algae management program cannot guarantee the absence, elimination or control of cyanobacteria and toxins. **ASI** shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from the presence of cyanobacteria or cyanobacteria toxins in their waterbodies.
9. Water use restrictions after treatment are not often required. When restrictions are required, **ASI** will post signs and notify CUSTOMER. It is the CUSTOMER'S responsibility to maintain the posted signs throughout the required period. **ASI** does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
10. *Carp Containment Barrier(s)*: **ASI** is not responsible under any circumstances for flooding or water damage from fouled water level control structures resulting from **ASI** installing Carp Containment Barriers on the structures.
11. This Agreement constitutes the entire Agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **ASI** and the CUSTOMER.
12. In the event legal action is instituted to enforce this Agreement or any portion hereof, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to court and other costs, including, but without limitation, fees and costs in conjunction with any proceeding before any appellate tribunal.
13. The sole and exclusive jurisdiction and venue for the determination of any disputes arising hereunder between the parties hereto shall be the 17th Judicial Circuit in and for Broward County, Florida and the undersigned agrees that said court shall have jurisdiction over the undersigned for determination of any disputes between the parties to this Agreement.

Please provide the legal name and address of the owner of the property where the contracted work will be completed. Sign and print your name.

The information below will be used to file a Notice to Owner (NTO) of the property. This formal notice is a standard procedure and explains that the owner is responsible for payment of the contracted services. If the Aquatic Systems, Inc. invoice is not paid within 60 days from the completion of the work a lien may be filed against the owner of the property.

Property Owner(s):			
Owner Address:			
Owner Phone #:			
Aquatic Systems, Inc. Signature	Date	Authorized Customer's Signature	Title
		Print Name	Date
		Print Company Name	



Primrose Willow
Removal 

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