

**MINUTES OF MEETING  
MEADOW POINTE II  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Meadow Pointe II Community Development District was held Wednesday, February 21, 2018 at 6:30 p.m. at the Meadow Pointe II Clubhouse; 30051 County Line Road; Wesley Chapel, Florida.

Present and constituting a quorum were:

Mike Cline	Chairman
Dana Sanchez	Vice Chair
Glen Aleo	Assistant Secretary
James Bovis (via phone)	Assistant Secretary
John Picarelli	Assistant Secretary

Also present were:

Bob Nanni	District Manager
Regina Kardash	District Counsel
Sheila Diaz	Operations Manager
Deed Restriction Coordinator	
Residents	

*The following is a summary of the discussions and actions taken.*

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Cline called the meeting to order.

**SECOND ORDER OF BUSINESS**

**Roll Call**

Mr. Cline called the roll, a quorum was established.

**THIRD ORDER OF BUSINESS**

**Pledge of Allegiance/Moment of Silence  
for our Fallen Service Members and First  
Responders**

The Pledge of Allegiance was recited; a moment of silence was observed.

**Mr. Cline noted the following:**

- A resident requested all Board members speak into the microphone.
- The Vice Chair position will serve as the Sergeant at Arms for the meeting.

**FOURTH ORDER OF BUSINESS**

**Additions or Corrections to the Agenda**

- Property Acquisition Discussion

**FIFTH ORDER OF BUSINESS**

**Audience Comments** (*Comments will be limited to three minutes*)

None.

**SIXTH ORDER OF BUSINESS**

**Consent Agenda**

- A. Minutes from January 3, 2018 Meeting and Workshop, 2018, and Minutes from January 17, 2018 Meeting.
- B. Financial Report January 31, 2018
- C. Deed Restrictions

On MOTION by Ms. Sanchez seconded by Mr. Picarelli with all in favor to accept the consent agenda as presented. 4-0

**SEVENTH ORDER OF BUSINESS**

**Non-Staff Reports**

**A. Sheriff's Department**

Ms. Sanchez reported the Pasco County Sherriff's Department contract was terminated effective February 16, 2018.

The Florida Highway Patrol now provides extra duty officers to work on a schedule provided by the CDD. This service is being monitored; to date, it appears to be working.

*Mr. Bovis joined the meeting telephonically.*

On MOTION by Mr. Picarelli seconded by Ms. Sanchez with all in favor to allow Mr. Bovis to participate and vote at the meeting telephonically. 4-0

**B. Resident's Council**

- The Easter Egg Hunt will be held Saturday March 24, 2018.
  - Volunteers are needed to help stuff the Easter Eggs
  - Walgreens is donating pizza for the volunteers
- The Spring Fling will be held Saturday, May 5, 2018.

**C. Government Liaison Report**

Mr. Lynn was not able to attend the meeting; he was in contact with the Pasco County Commissioners regarding the 7-Eleven development.

**EIGHTH ORDER OF BUSINESS**

**Reports**

**B. Deed Restriction Appeals**

None.

**C. Architectural Review**

Case #	Village	Street	Type of Request	Recommendation
2018-12	Manor Isle	1531 Deerbourne	Replace roof	Approve
2018-13	Deer Run	1448 Stetson	Paint home	Approve
2018-14	Manor Isle	1526 Deerbourne	Replace roof	Approve
2018-15	Manor Isle	1240 Highwood	Paint home	Approve
2018-16	Morningside	29740 Morningmist	Paint home	Approve
2018-17	Wrencrest	20946 Burleigh	Paint home	Approve

On MOTION by Mr. Picarelli seconded by Mr. Aleo with all in favor Architectural Review Recommendations #2018-12 thru #2018-17 were accepted as presented. 5-0

**D. District Manager**

A Public Records Request was received. Acknowledgement was sent by the Records Management Liaison; they are following up directly with the requestor.

An updated Engineer’s Report for projected bond project work was forwarded to the Assessment Specialist for review and analysis.

Information was sent to MBS Capital regarding the debt service paid in 2016.

**E. Operations Manager**

Ms. Diaz presented a copy of a letter to the Board from a resident who received a Deed Restriction Violation notice.

- Comments from residents on deed restrictions should be done in person.
- There are a number of inaccuracies in the letter which need to be clarified for the resident:
  - The streets in Morningside are owned and maintained by Pasco County, not the CDD.

- Street parking and permits are handled by Pasco County, not the CDD.
  - Tickets are issued by the Pasco County Sheriff's Department, not the CDD.
  - By contacting the MP II office so their car can be marked, parking is available at the clubhouse parking lot for guests.
  - The CDD does not look for violations, they respond to complaint reports from residents.
- A written response will be sent to the homeowner.

Ms. Diaz noted the February 21, 2018 Operations Manager Report was included in the agenda package.

**Pond Repairs 2018**

Pond repairs continue in Longleaf, Pond # 12-3. This is a very large and costly repair.

**ADDITION TO THE AGENDA:**

- **Property Acquisition - Iverson**
- Discussion ensued on the Board of Supervisor's interest in the CDD pursuing the acquisition of property and potential uses for the land.
  - Mr. Dillinger spoke on behalf of residents in Iverson who responded to a survey and are in favor of the CDD purchasing the vacant lot, and would not oppose an increase in assessments.

***Ms. Kardash joined the meeting.***

- Audience comments were received on the CDD purchasing the vacant land in Iverson.
- Ms. Sanchez asked District Counsel to comment on the issue of liability.
  - Ms. Kardash noted it would be no different from the current status of liability the CDD has on all other CDD-owned property and Sovereign Immunity would apply.

The Board was queried if they were in favor of providing direction to District Counsel to look further into the purchase of the property in Iverson.

All Board members were in agreement District Counsel is to continue to explore this matter.

Note for clarification: This is not an approval to purchase the property.

**A. District Counsel**

**i. Morningside Deer Run Sidewalks**

- The District previously instituted the Inter-Governmental Dispute Process with Pasco County to get clarification on sidewalk repairs.
  - County Line Road sidewalks are owned by deed and fee simple by Pasco County, which they acknowledge.
  - Pasco County fought doing any improvements to the Morningside Deer Run sidewalks until they were informed of the dispute process.
    - The question became who was going to do the improvements, the District or Pasco County.
    - Pasco County will not maintain the sidewalks without entering into an MSBU which is a special taxing district to impose additional taxes on the neighborhoods benefiting from the sidewalk improvements.
    - The cost for Pasco County to do the sidewalks is more than the cost for the District to do the sidewalks.
      - The standards for the repairs differ; more repairs would be done by the District,
      - The time in which Pasco County can perform the work is far greater (approximately three years) than when the District can get the work done.
- There are two ways to close out the Inter-Governmental Dispute Process:
  - Enter into an inter-local agreement with Pasco County.
  - Institute litigation.
- Morningside and Deer Run do not have an established reserve for these types of infrastructure improvements.
  - The District would need to set aside additional funds to perform the required infrastructure improvements.

Question: With establishment of an MSBU, will Pasco County assess individual homeowners where the damage is or will they assess the community?

Answer: Individual homeowners would not be taxed; if there is one street with extensive damages they could possibly tax a particular street more, but it is

likely they will tax the entire community. The District would have no say or input regarding this matter.

Question: Is Pasco County's offer of \$15,000 still on the table if the District were to take over the sidewalk repairs in these communities?

Answer: The \$15,000 payment included the CDD assuming title to the property; moving forward the maintenance, and repairs would be the District's in perpetuity.

Questions: If someone falls right now and gets hurt, can the District be sued?

Answer: Yes, the District could be sued because it is unclear who owns the sidewalks; both Pasco County and the District could be sued. The Inter-Governmental Dispute Process was initiated to help resolve the question of ownership. Even if Pasco County establishes the MSBU and performs the sidewalk repairs, they have not agreed to assume future responsibility for them.

Mr. Picarelli stated the Board needs to make a decision in the best interest of the community, whether or not it is the popular decision.

- It is the CDD's responsibility to take back the sidewalks, in the end the District remains liable and Pasco County will not fix the sidewalks properly.
- The community concerns were heard; it is understood they do not want to be assessed for repairs in front of other homeowners' property.
  - If Pasco County performs the work, it will not address the resident's concerns to assessing the individual homeowner.
  - The amount Pasco County will assess will be greater than the amount the CDD would assess.
  - The CDD will repair the sidewalks much sooner than Pasco County, which is several years out.

Mr. Bovis provided comment.

Mr. Aleo confirmed residents have the misunderstanding Pasco County sidewalk repairs would be assessed on an individual homeowner basis, believing if their sidewalk is not repaired they will not be assessed. This is not correct. In addition, the failure to fix the problems in these two communities puts the burden of liability on everyone in the District. In the event of a lawsuit,

everyone in the District pays. The Board has more data about this situation, therefore we will need to make a decision by considering all the information available.

Mr. Cline explained the cost estimates for the repairs, and concerns for safety in the communities. Further understanding is needed as to what Pasco County means when they say they will handle the area “curb to curb.” Where does this leave the District with tree lawns and driveway aprons? The plat shows these areas belong to Pasco County.

District Counsel is to review this question and provide direction on the driveway aprons.

Ms. Kardash noted she needs to respond to Pasco County regarding the direction the District wants to take regarding the sidewalk repairs in Morningside and Deer Run, and inquired if the Board was prepared to make a decision at this time or if additional time was needed.

On MOTION by Ms. Sanchez seconded by Mr. Picarelli to proceed with the District taking ownership of the sidewalks in Morningside and Deer Run providing Pasco County agrees to the payment of \$15,000.
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Discussion followed.

Mr. Bovis requested District Counsel provide information for inclusion in the Meadow Pointe II Newsletter, highlighting what this decision means and the pros and cons considered in reaching this conclusion.

Ms. Sanchez stated this motion was made because the Board has the responsibility to mitigate the District’s liability risks; knowing what we know, it would be irresponsible not to take action.

Mr. Bovis also noted he does not like to go against what residents tell him regarding what they want, but in this case he believes if they have all the facts they will agree with the decision.

Mr. Picarelli stated the Board needs to make decisions that are in the best interest of the District and all residents.

Mr. Cline acknowledged he was initially opposed to this action since he believes Pasco County is responsible for the repairs. It appears going forward, Pasco County is renegeing on their commitment to remove trees along County Line Road, Beardsley and Morningside, leaving this matter unresolved. With the additional information regarding the MSBU assessment of all residents in Morningside and Deer Run, he is now able to support this action.

On VOICE VOTE with Ms. Sanchez, Mr. Picarelli, Mr. Aleo, Mr. Bovis and Mr. Cline voting AYE to proceed with the District taking ownership of the sidewalks in Morningside and Deer Run providing Pasco County agrees to the payment of \$15,000. 5-0

Ms. Sanchez stated the Board is committed to doing their very best to control and manage the increase in assessments for the residents so they are not hit with a large increase, possibly spreading out the costs over time. This would not an option provided by Pasco County.

Ms. Kardash reviewed the Pasco County issue with the trees along County Line Road.

- Initially there was a license agreement with Pasco County to address the problem trees along County Line Road.
- The license agreement was not executed because there was a catch-all provision in the agreement exempting Pasco County from any liability if there was any damage to the wall from the trees.
- When this item was discussed with Pasco County they elected to step away from the agreement for further review.
- Pasco County was provided a copy of a 1998 Maintenance Agreement with the District which has some unfortunate provisions in it.
  - The District is liable for anything and everything along County Line Road.
  - The District is to perform all the maintenance and upkeep for everything along County Line Road.
  - Only Pasco County has the opportunity to cancel or terminate the Agreement.
- As a result of this Agreement, Pasco County notified the District they will no longer address the problem trees along County Line Road.
- The District is still required to get a right-of-way use permit from Pasco County to do tree maintenance.

- The District maintains the position it did not plant the trees; possibly the developer did at the direction of the County pursuant to their Tree Ordinance and development standards at the time.
- The District maintains the position the trees cannot be removed without Pasco County's approval.
- The District is continuing to work through this issue.
  - The trees are not the property of the District; therefore the District cannot remove them.
  - Tree removal is not maintenance.

**ii. Wrencrest Agreement**

Mr. Cline stated there is a 20-year agreement between MP II and MP III wherein the Districts share Wrencrest Drive. Each District is individually responsible for their costs. The MP III residents have access to the roadway through the MP II gates; The MP II residents do not have access to the roadway through the MP III gates.

Ms. Kardash noted Wrencrest is a public roadway if it is owned by the CDDs; it would be a private roadway if it were owned by an HOA. Gates can be installed on a public roadway, but the roadway must be made accessible to the public.

District Counsel is to review an option of a one-way entry gate and a manual gate.

District Manager is to follow-up with a Records Request to MP III regarding Wrencrest Drive to determine if it is owned by the CDD, thereby a public roadway; or if it is a private roadway owned by an HOA.

Ms. Kardash noted as long as there is at least one entry point to a public roadway, additional entry points are not required.

**iii. Purchase of Property**

Ms. Kardash noted the District can purchase property as long as it is within your boundaries; but if the District is going to buy it to sell it, then bond funds could not be used. If the District were to buy it, it would have to be for a public purpose, and then be used for a public purpose. Discussion followed on property zoning and the cons of a general commercial loan.

**iv. Iverson Vacant Lot - What to Do**

Ms. Kardash reviewed the status of the Iverson vacant lot. Previous discussions by the Board included the possibility of taking the deed to the property; the Board decided not to

pursue the deed. The tax certificates on the property were purchased, however there has been no allocation for the tax deed. Discussion followed on the tax certificate process.

Mr. Cline inquired if there would be any advantage for the owner to do a quit claim deed on the property to the District.

Ms. Kardash noted the District would then have the ability to care for the property and/or sell the property. There is a difference between back taxes and tax certificates, and the District could be responsible for payment of the tax certificates. It has still not been determined if there is a mortgage holder on this property. It would be an option for the District to retain ownership of the property until the bank would institute and complete a foreclosure action; or the District could hold it with all the property rights until the tax deed is issued. Discussion followed, and Iverson residents provided comment.

On MOTION by Ms. Sanchez seconded by Mr. Aleo to proceed with the quit claim deed for the burned down property at 1323 Baythorn Drive in Iverson, owned by the Guzman's, with the stipulations the District will not accept any financial liability for the mortgage.

On VOICE VOTE with Ms. Sanchez, Mr. Picarelli, Mr. Aleo, Mr. Bovis and Mr. Cline voting AYE to proceed with the quit claim deed for the burned down property at 1323 Baythorn Drive in Iverson, owned by the Guzman's, with the stipulations the District will not accept any financial liability for the mortgage. 5-0

Ms. Kardash addressed ability of the CDD to file a lien on property up to \$1,000 which would require an amendment to Resolution 2013-4 Adopting Fines for the Violation of Deed Restrictions; Providing for Severability; Providing for Conflicts; and Providing an Effective Date.

Mr. Cline inquired if this means the Deed Restriction Violation Committee would no longer levy fines; there would be a standard list of fines imposed by the Board of Supervisors, and the DRVC could agree or disagree with the Board's ruling.

Ms. Kardash noted, for this to be correct, Resolution 2013-4 would need to be amended to reflect such changes.

Mr. Cline requested Ms. Fernandez be instructed to set up the process for the CDD to file a lien on properties; the Board is in consensus.

Mr. Bovis had a question for District Counsel on a FEMA issue.

February 21, 2018

Meadow Pointe II CDD

**NINTH ORDER OF BUSINESS**

**Action Items for Board  
Approval/Disapproval**

Nothing additional at this time.

**TENTH ORDER OF BUSINESS**

**Supervisors' Remarks**

**Mr. Picarelli:**

- There was walk-through in Lettingwell with Frontier; they accepted responsibility for moving the cable lines, and they will do so.
  - This may take up to two months to complete.
- Based on the tree count of oak trees to be removed from the tree lawns, the succession for removal would be as follows:
  - Iverson 143
  - Glenham 53
  - Colehaven 42