



Rizzetta & Company

Fishhawk Community Development District IV

**Board of Supervisors' Meeting
December 8, 2020**

**District Office:
9428 Camden Field Parkway
Riverview, Florida 33578
813.533.2950**

www.fishhawkcdd4.org

FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV

Lake House of FishHawk Ranch West, 6001 Village Center Drive, Lithia, FL 33547

Board of Supervisors	Dayna Kennington	Chair
	Daniel Rothrock	Vice Chair
	Brian Steever	Assistant Secretary
	Jeffrey Stewart	Assistant Secretary
	Esther Wisdom	Assistant Secretary
District Manager	Bryan Radcliff	Rizzetta & Company, Inc.
District Counsel	Erin McCormick	Erin McCormick Law, PA
District Engineer	Stephen Brletic	JMT, Inc.

All cellular phones and pagers must be turned off during the meeting.

The audience comments portion of the agenda is when 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) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, 1-800-955-8771 (TTY), or 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.

**Board of Supervisors
FishHawk Community
Development District IV**

November 30, 2020

FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of FishHawk Community Development District IV will be held on **Tuesday, December 8, 2020 at 9:00 a.m.** at the Lake House of FishHawk Ranch West, located at 6001 Village Center Drive, Lithia, Florida 33547. The following is the tentative agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A.** Consideration of Resolution 2021-01; Declaring Vacancy.....Tab 1
 - B.** Consideration of Resolution 2021-02; Designating Officers.....Tab 2
 - C.** Consideration of Minutes of Board of Supervisors'
Regular Meeting held on November 10, 2020.....Tab 3
 - D.** Ratification of Operations & Maintenance
Expenditures for October 2020.....Tab 4
- 4. STAFF REPORTS**
 - A.** Field Services Reports.....Tab 5
 - B.** Aquatic Services Report..... Tab 6
 - C.** District Counsel
 1. Discussion of Proposed Federal Legislation..... Tab 7
 2. Proposed Application Procedure and Form of License
Agreement for Use of District Property for Construction of
Pool or Other Lot Improvement.....Tab 8
 3. Notice of Rule Development: Review Fee and Deposit for
License to Use District Property for Construction of Pool
or Other Lot Improvements..... Tab 9
 4. Notice of Proposed Rule: Review Fee and Deposit for
License to Use District Property for Construction of Pool
or Other Lot Improvements..... Tab 10
 - D.** District Engineer
 - E.** District Manager
- 5. BUSINESS ITEMS**
 - A.** Consideration of Landscape Proposals.....Tab 11
 - B.** Continued Discussion Regarding Drainage Easement and Cost
Share Agreement
 - C.** Continued Discussion Regarding Transfer of Ownership of
Basketball Court
 - D.** Consideration of Proposals for Encore Pressure Washing (under
Separate cover)
- 6. SUPERVISOR REQUESTS**

7. ADJOURNMENT

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

Sincerely,

Bryan Radcliff

Bryan Radcliff
District Manager

Tab 1

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV PURSUANT TO SUBSECTION 190.006 (3)(b), FLORIDA STATUTES, DECLARING VACANCIES FOR SEAT NUMBER 1 AND SEAT NUMBER 2 OF THE BOARD OF SUPERVISORS; PROVIDING FOR THE INCUMBENT BOARD MEMBERS TO REMAIN IN SEAT NUMBER 1 AND SEAT NUMBER 2 UNTIL A QUALIFIED ELECTOR IS APPOINTED BY THE BOARD; AND PROVIDING AN EFFECTIVE DATE.

~~WHEREAS, the Fishhawk Community Development District (the “District”)~~ (the “District”) is a local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes; and

WHEREAS, Seat Number 1 and Seat Number 2 of the Board of Supervisors (“**Board**”) of the District were to be filled by qualified electors elected by the qualified electors of the District, as defined pursuant to Section 190.003 (17), Florida Statutes (“**Qualified Electors**”) at the General Election conducted by the Supervisor of Elections for Hillsborough County, Florida (the “**Supervisor of Elections**”), on November 3, 2020; and

WHEREAS, pursuant to Section 190.006(3)(b), Florida Statutes, the District published a notice of the qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

WHEREAS, a copy of the Affidavit of Publication for the District’s notice of the qualifying period is attached to this Resolution as Exhibit “A”; and

WHEREAS, at the close of the qualifying period no Qualified Elector qualified to run for Seat Number 1 or Seat Number 2 of the Board; and

WHEREAS, pursuant to Subsection 190.006(3)(b), Florida Statutes, the Board is to declare vacancies for Seat Number 1 and Seat Number 2 of the Board, effective the second Tuesday following the General Election; and

WHEREAS, further pursuant to Subsection 190.006(3)(b), Florida Statutes, a Qualified Elector is to be appointed by the Board to fill Seat Number 1 and Seat Number 2 within 90 days thereafter, and until such appointment occurs, the incumbent Board members in Seat Number 1 and Seat Number 2 shall remain in office; and

WHEREAS, the Board is adopting this Resolution, pursuant to Subsection 190.006(3)(b), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV:

SECTION 1. Vacancies for Seat Number 1 and Seat Number 2 are hereby declared by the Board, effective as of November 17, 2020:

Seat Number 1: Dayna Kennington, Term 2016-2020

Seat Number 2: Daniel Rothrock, Term 2016-2020

SECTION 2. Pursuant to Subsection 190.006(3)(b), the incumbent Board members in Seat Number 1 and Seat Number 2 shall remain in office until the Board appoints Qualified Electors to fill Seat Number 1 and Seat Number 2.

SECTION 3. The Resolution shall become effective upon passage.

PASSED AND ADOPTED this ____ day of _____, 2020.

ATTEST:

**FISHHAWK COMMUNITY
DEVELOPMENT DISTRICT IV**

Secretary / Assistant Secretary

Name: _____

Title: _____

EXHIBIT “A”

[Attach Affidavit of Publication of Notice of Qualifying Period]

Tampa Bay Times
Published Daily

STATE OF FLORIDA
 COUNTY OF Hillsborough

} ss

Before the undersigned authority personally appeared **Amy Robison** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: FISHHAWK CDD IV CANDIDATE QUALIFYING** was published in **Tampa Bay Times: 5/20/20** in said newspaper in the issues of **Baylink Hillsborough**

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

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES

FISHHAWK**COMMUNITY DEVELOPMENT DISTRICT IV**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Fishhawk Community Development District IV will commence at noon on June 8, 2020, and close at noon on June 12, 2020. Candidates must qualify for the office of Supervisor with the Hillsborough County Supervisor of Elections located at 601 E. Kennedy Blvd., 16th Floor, Tampa, Florida 33602, Phone (813) 272-5850. Due to the COVID-19 public health emergency, candidate qualifying documents may be submitted by email or mail in accordance with the procedures established by the Hillsborough County Supervisor of Elections.

All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a "qualified elector" of the District, as defined in Section 190.003, Florida Statutes. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Hillsborough County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Fishhawk Community Development District IV has three seats up for election, specifically Seat #1, Seat #2 and Seat #3. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the General Election on November 3, 2020, and in the manner prescribed by law for general elections.

For additional information, please contact the Hillsborough County Supervisor of Elections.

Bryan Radcliff District Manager Run Date: 5/20/2020 (84224)

MAY 26 2020

Amy Robison

Signature Affiant

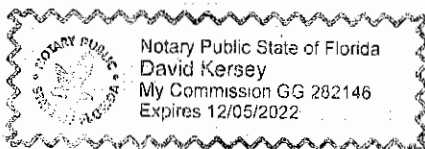
Sworn to and subscribed before me this **05/20/2020**

David Kersey

Signature of Notary Public

 Personally known ☒ or produced identification

Type of identification produced _____



Tab 2

RESOLUTION 2021-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF FISHHAWK
COMMUNITY DEVELOPMENT DISTRICT IV APPOINTING OFFICERS
OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the Board of Supervisors of the District desires to appoint Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV:**

Section 1. _____ is appointed Chair.

Section 2. _____ is appointed Vice Chair.

Section 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Bryan Radcliff is appointed Assistant Secretary.

Section 4. This Resolution supersedes any prior appointments made by the Board.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 8th day of December, 2020.

ATTEST:

**FISHHAWK COMMUNITY
DEVELOPMENT DISTRICT IV**

Assistant Secretary

Chair / Vice Chair

Tab 3

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 the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**FISHHAWK
COMMUNITY DEVELOPMENT DISTRICT IV**

The meeting of the Board of Supervisors of the FishHawk Community Development District IV was held on **Tuesday, November 10, 2020 at 9:00 a.m.** at the Lake House of FishHawk Ranch West, located at 6001 Village Center Drive, Lithia, Florida 33547

Present and constituting a quorum were:

Dayna Kennington	Board Supervisor, Chair
Daniel Rothrock	Board Supervisor, Vice Chair
Esther Wisdom	Board Supervisor, Assistant Secretary
Jeffrey Stewart	Board Supervisor, Assistant Secretary

Also present were:

Bryan Radcliff	District Manager; Rizzetta & Company, Inc.
Erin McCormick	District Counsel; Erin McCormick Law (via phone)
John Toborg	Field Services Manager; Rizzetta & Co., Inc., (via phone)
Gail Huff	Ballenger Irrigation
James Baumgartner	Amenities Manager
Nick Turco	HOA Representative (via phone)
Officer Brian Sherman	Hillsborough County Sheriff
Audience	

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Radcliff called the meeting to order and read roll call, confirming a quorum.

SECOND ORDER OF BUSINESS

Audience Comments

Audience comments were entertained regarding rules enforcement, recent thefts, drainage and pressure washing concerns.

THIRD ORDER OF BUSINESS

**Consideration of Minutes of Board of
Supervisors' Regular Meeting Held
October 13, 2020**

Mr. Radcliff presented the minutes of Board of Supervisors' meeting held October 13, 2020 to the Board.

On a Motion by Ms. Kennington, seconded by Ms. Wisdom, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' meeting held on October 13, 2020, as presented, for the FishHawk Community Development District IV.

FOURTH ORDER OF BUSINESS

**Ratification of Operations &
Maintenance Expenditures for
September 2020**

Mr. Radcliff presented the September 2020 Operation & Maintenance Expenditures to the Board.

On a Motion by Ms. Kennington, seconded by Mr. Stewart, with all in favor, the Board of Supervisors ratified the Operations & Maintenance expenditure for September 2020 (\$86,824.62) for the FishHawk Community Development District IV.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Field Services Manager

Mr. Toborg presented the Field Services Report to the Board and a brief discussion ensued.

Ms. Huff reviewed the irrigation report and the irrigation renovation proposal. Following a brief discussion, the Board tabled this proposal indefinitely.

Aquatic Services Report

Mr. Radcliff presented the Solitude Aquatics Report to the Board.

District Counsel

No report.

B. District Engineer

Mr. Radcliff presented a proposal for round-a-bout repairs. The Board tabled action on this item pending receipt of additional proposals.

C. Amenities Manager

Mr. Baumgartner introduced himself to the Board as the new Community Manager.

D. District Manager

The next BOS meeting will be held December 8, 2020 at 9:00 a.m.

SIXTH ORDER OF BUSINESS

**Consideration of Drainage Easement
and Cost Share Agreement**

Ms. McCormick reviewed the status of the easement and cost share agreement. The Board agrees that they want an annualized amount charged to the property owner for use of the pond.

SEVENTH ORDER OF BUSINESS

**Discussion of Transfer of Ownership of
the Basketball Court**

Ms. McCormick provided a brief update on the status of the conveyance of the basketball court from the CDD to the HOA. The Board directed District Management to contact the HOA regarding whether or not they were still interested in the transfer and asked that District Counsel pause working on the matter until the HOA provides a definitive answer.

EIGHTH ORDER OF BUSINESS

**Consideration of Encore Insecticide
Treatments**

The Board requested that Mr. Toborg follow-up regarding whether the treatment was needed.

NINTH ORDER OF BUSINESS

**Discussion Regarding Pond Mowing
Within the Encore**

The Board asked District Management to review the contractual agreement with Sunrise Landscaping to determine whether or not this should already be a contractual obligation, as well as, clarify all other areas included within the current contract.

TENTH ORDER OF BUSINESS

Supervisor Comments

Ms. Wisdom commented on a blind spot on the left-hand side of Westlake and asked that the District Engineer look into it.

Ms. Kennington commented on the need to improve relations between the HOA and CDD.

ELEVENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Rothrock, seconded by Ms. Kennington, with all in favor, the Board of Supervisors adjourned the meeting at 10:39 a.m. for the FishHawk Community Development District IV.

Assistant Secretary

Chair / Vice Chair

Tab 4

FISHHAWK IV COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · RIVERVIEW, FLORIDA 33578

Operation and Maintenance Expenditures October 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2020 through October 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$217,174.22**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Fishhawk IV Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Ballenger & Company, Inc.	001914	20302	Irrigation Repairs 09/20	884.00
Ballenger & Company, Inc.	001914	20308	Irrigation Repairs 09/20	400.00
Ballenger & Company, Inc.	001914	20325	SWFWMD Reporting 09/20	775.00
Ballenger & Company, Inc.	001914	20329	Irrigation Repairs 09/20	370.00
Brian T Steever	001927	BS101320	Board of Supervisors Meeting 101320	200.00
Daniel Gray Rothrock	001926	DR101320	Board of Supervisors Meeting 101320	200.00
Dayna J. Kennington	001925	DK101320	Board of Supervisors Meeting 10/13/20	200.00
Decort Electrical Solutions, Inc.	001915	ENO5112020	Electrical Repairs 05/20	919.00
Disclosure Services, LLC	001924	6	Amortization Schedule S2013A 11/01/2020	100.00
Esther Wisdom	001929	EW101320	Board of Supervisors Meeting 101320	200.00
Innersync Studio, LTD	001916	18829	Annual Service ADA Website 10/01/20-09/30/21	1,537.50
Jeffrey Stewart	001928	JS101320	Board of Supervisors Meeting 10/13/20	200.00
Johnson, Mirmiran & Thompson, Inc.	001930	13-164143	Engineering Services 09/20	1,840.00

Fishhawk IV Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	001917	INV0000053393	District Management Services 10/20	4,424.67
Rizzetta & Company, Inc.	001917	INV0000053648	Assessment Roll Preparation FY 20/21	5,000.00
Rizzetta Technology Services	001931	INV0000006440	Website Hosting Services 10/20	100.00
Solitude Lake Management, LLC	001932	PI-A00488587	Lake & Pond Management Services 10/20	1,668.60
Sunrise Landcare Inc.	001933	71150	Landscape Maintenance 10/20	26,762.00
Sunrise Landcare Inc.	001933	71515	Fertilizer & Pest Control 09/20	5,854.50
Sunrise Landscape	001919	71282	Installed 123 Variegated Jasmine 09/30	2,071.85
Sunrise Landscape	001919	71283	Installed 203 Variegated Jasmine 09/30	3,518.85
Sunrise Landscape	001919	71284	Installed 219 Varieigated Jasmine 09/30	3,457.05
Sunrise Landscape	001919	71285	Installed 45 Variegated Jasmine 09/30	850.75
Sunrise Landscape	001919	71286	Installed 4 Variegated Jasmine 09/30	101.80
Sunrise Landscape	001919	71287	Installed 14 Variegated Jasmine 09/30	280.30
Sunrise Landscape	001919	71288	Installed 70 Variegated Jasmine 09/30	1,151.50

Fishhawk IV Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Sunrise Landscape	001919	71289	Installed Sable Palm 09/30	870.00
Sunrise Landscape	001919	71353	Installed Sable Palm/Dispose Dead 09/30	965.00
Sunrise Landscape	001919	71354	Installed Sable Palm/Dispose Dead 09/30	965.00
Sunrise Landscape	001934	71530	Installed Jasmine/Irrigation/Mulch 10/20	3,087.10
Tampa Electric Company	001920	211009775761 09/20	13773 FishHawk Blvd 09/20	26.13
Tampa Electric Company	001920	211009776033 09/20	5601 Balcony Bridge Place 09/20	55.96
Tampa Electric Company	001913	211017320014 09/20	Village Center Dr. Phase 2 09/20	24,548.47
Tampa Electric Company	001923	Summary Bill 09/20	Electric Summary 09/20	18,732.56
Terminix Processing Center	001921	400487693	6001 Village Center Exterior Pest Control 09/20	189.00
Times Publishing Company	001918	0000109144 09/16/20	Legal Advertising 09/20	159.25
US Bank	001922	5879806	Trustee Fee 09/01/2020-08/31/2021	4,148.38
Report Total				<u>217,174.22</u>

Tab 5

FISHHAWK IV

FIELD INSPECTION REPORT



November 20, 2020
Rizzetta & Company
John R Toborg – Manager, Field Services



Rizzetta & Company
Professionals in Community Management

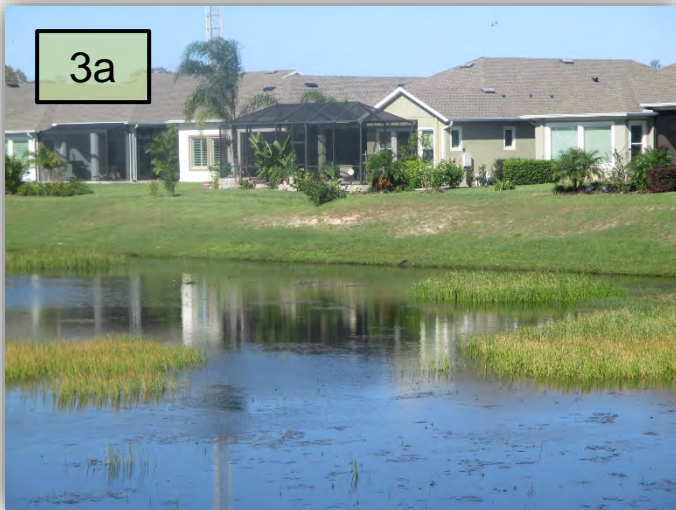
Summary, Encore, Village Center Dr.

General Updates, Recent & Upcoming Maintenance Events

- ❑ The next fertilization for The community is scheduled for February 2021.

The following are action items for Sunrise to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Bold & Underlined question or info for BOS.** **Orange is for Staff.**

1. Inspect dieback in the first bed of Texas Sage on the inbound side of Encore adjacent to the black fencing. Diagnose and treat accordingly.
2. The Arboricola in the Encore entrance are becoming long and leggy. I think we need to tip them to encourage fuller lateral growth.
3. **The CDD Dry Pond in Encore was definitely mowed, however, there may be a couple spots we may want to consider raking out and adding new Bahia going into the rainy season next year so erosion does not worsen. (Pic 3a & b>)**
6. Remove Crape Myrtle water shoots on the SE & NE corners of VCD and Quarry Lake and also remove dead material from the Flax Lily.
7. Inspect, diagnose and treat accordingly the defoliating Gold Mound on the berms between the sidewalks on the east side of VCD north of Quarry Lake.
8. It appears the Dw. India Hawthorn on the Slate Rock/VCD roundabout has been treated (by presence of a spray stake), however, there remains very thin Hawthorn on the VCD median north of this roundabout. Has it also been sprayed?



4. Inspect and address some minor "browning" of turf on the outbound side of the Encore median.
5. **Did water get increased on the Walter's Viburnum on the VCD medians?**
9. On the tip of the VCD median between Barrington Stowers and Circa FishHawk, some of the Dw. Firefly Firebush has been hit by a vehicle. Tip out broken plants. I will ask for a replacement in the proposal section. (Pic 9>)

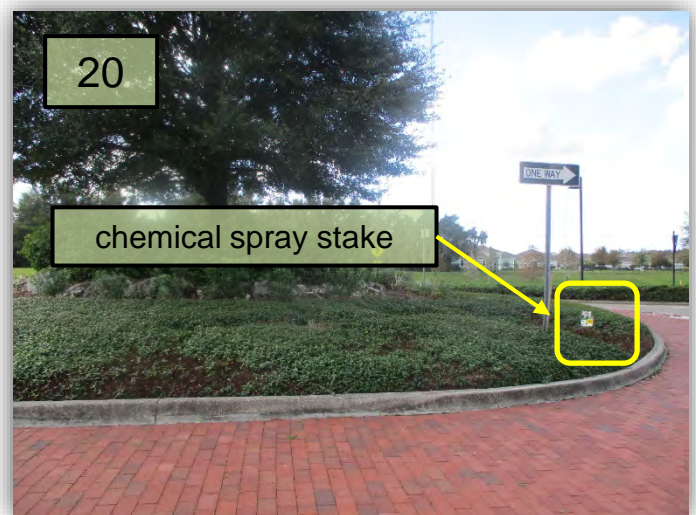


Circa FishHawk, Barrington Stowers By School, Mosaic

10. Make sure spray techs are inspecting the Dw. India Hawthorn in the parallel parking islands on the north side of Circa FishHawk between VCD & Esker Falls. Many are thinning.
11. Is irrigation working 100% on the Circa FishHawk medians between VCD and FH Blvd.? If so, what is the duration and frequency? When was the last wet check inspection performed here? It seems that these plants (mostly Dw. Walter's Viburnum) have never thrived. These plants require a lot of water.
12. By what date will all palms be trimmed including fruit on the Ribbon Palms by the Welcome Center?
13. There is a large patch of very rough Dw. India Hawthorn at the intersection of VCD & Circa FishHawk with no spray stakes present. Has this been inspected by Sunrise and treated? (Pic 13>)
14. Remove palm saplings from the Variegated Confederate Jasmine beds on Barrington Stowers adjacent to the school on the median.
15. For the record, Red & White Pentas have been installed.
16. Check the Walter's Viburnum on Barrington Stowers median between Kids Crossing and Mosaic. Many are starting to thin and this usually spreads quickly. Treat accordingly.
17. There still have been no infills of the Lime Sizzlers on the same median as above. When will these be replaced? I've been reporting them for months.
18. Continue to tip the dead Juniper on the Mosaic/Barrington Stowers roundabout.
19. Has Sunrise ever drenched the Loropetalum throughout the property with a mixture of nutrients, copper, lime, etc.? I've also been asking for this for a while.



20. Why do we continue to develop large brown, dead spots in our Dw. Asian Jasmine? (Pic 20)



Mosaic & Circa Crossing, Shell Ridge at VCD, Blue Hydrangea Park

21. The Walter's Viburnum on the southern tip of the Mosaic median just north of the Circa Crossing Dr. roundabout look as bad as they've ever looked. Again, are these receiving plenty of water? (Pic 21)



22. Staff will call the county to remove two road construction signs that have been in the landscape on the east ROW of Mosaic and the northbound lanes of the Mosaic median between Circa Crossing and FH Blvd. for a very long time.

23. Remove palm debris from the Mosaic median south of FH Blvd.

24. There is more failing Walter's Viburnum, this time on the eastbound lanes of Barrington Stowers east of Mosaic. (Pic 24)



25. Mentioned for the first time last month, I do not see any change, nor do I see any spray stakes in the turf on the south ROW of Shell Ridge just east of VCD. (see below)



26. Are the DRA bottoms able to be mowed yet? This was taken pre Eta, so they are probably wet again. (Pic 26)



27. Sunrise to continue to monitor and treat as needed the thinning Gold Mound in Central Park north.

28. Maintain the Awabuki Viburnum on the west beds of Central Park north along the driveway alleys at a consistent height.

29. Where 2-3 sidewalks intersect in the northern portion of Central Park, remove dead growth from the Flax Lily under the palms. This is near the Shell Ridge side.

30. The new Red Maple has been installed on the east side of Blue Hydrangea Park. Was irrigation augmented to provide enough water? This should continue throughout the hot dry spring. (Pic 30>)



Hometown & Watercolor, FH Blvd., Lambert Bridge & Quintessa

31. Make sure the Sandankwa Viburnum are being maintained around the junction box at Hometown and Watercolor. (Pic 31)



32. Clean up the Var. Confederate Jasmine beds on the south corner of Kingsley Corner Park.

33. Make sure irrigation is still providing sufficient water on the eastern-most FH Blvd. median for the newly planted Var. Confederate Jasmine. Remove weeds from this median and ALL other FH Blvd. medians. The eastern tip of the western-most median is especially bad. (Pic 33>)



34. Continue to monitor the turf on both the Lambert Bridge and Quintessa cul-de-sacs in the Oaks.



Proposals

1. Sunrise to provide a proposal to replace damaged Dwarf Firefly Firebush on the southern tip of the VCD median north of Barrington Stowers. Use 3 Gal., FULL plants. This is in conjunction with Item 9.



Tab 6

SOLITUDE

LAKE MANAGEMENT



FishHawk Ranch CDD IV Waterway Inspection Report

Reason for Inspection: Site looks good

Inspection Date: 11/19/2020

Prepared for:

Mr. Bryan Radcliff, District Manager
Rizzetta & Company
9428 Camden Field Parkway
Riverview, Florida 33578

Prepared by:

Peter Simoes, Account Representative/Biologist

Sun City Field Office
SOLITUDELAKEMANAGEMENT.COM
[888.480.LAKE \(5253\)](tel:888.480.LAKE)

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Site: 4**Comments:**

Treatment in progress

Moderate floating duckweed present, which will be re-treated during our routine visits.

Action Required:

Routine maintenance next visit

Target:

Duckweed

**Site: 6****Comments:**

Site looks good

Minimal invasive growth present. Native vegetation observed to be in good condition.

Action Required:

Routine maintenance next visit

Target:

Torpedograss

**Site: 7****Comments:**

Site looks good

Continues to look good.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 8**Comments:**

Site looks good

Improved. Minimal shoreline weeds. Native pickerelweed beginning to display signs of stress common during the cooler months.

Action Required:

Routine maintenance next visit

Target:

Torpedograss

**Site: 9****Comments:**

Normal growth observed

Minimal algae along perimeter to be treated during our upcoming scheduled visits. Algae typically clears within 10-14 days following treatment.

Action Required:

Routine maintenance next visit

Target:

Surface algae

**Site: 10****Comments:**

Site looks good

Minimal grasses noted within unplanted area of shelf. Positive results expected within 14-21 days following herbicide application.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



Site: 16**Comments:**

Normal growth observed

Minor planktonic algae present, resulting in the mild green tint. Planktonic algae typically develops shortly after heavy rain events within high nutrient systems.

Action Required:

Routine maintenance next visit

Target:

Planktonic algae

**Site: 17****Comments:**

Normal growth observed

Elevated water levels following recent rain events. Normal growth of grasses along perimeter.

Action Required:

Routine maintenance next visit

Target:

Species non-specific

**Site: 18****Comments:**

Site looks good

Improved. Minimal invasive growth noted.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



Site: 19**Comments:**

Site looks good

Continues to look good. Positive treatment results noted surrounding the flood control structures.

Action Required:

Routine maintenance next visit

Target:

Species non-specific

**Management Summary**

The waterway inspection for FishHawk Ranch CDD IV was completed on November 19th, 2020 for Ponds #4, 6-10, and 16-19.

Pond #4: Moderate floating duckweed present, which will be re-treated during our routine visits.

Pond #6: Minimal invasive growth present. Native vegetation observed to be in good condition.

Pond #7: Continues to look good.

Pond #8: Improved. Minimal shoreline weeds. Native pickerelweed beginning to display signs of stress common during the cooler months.

Pond #9: Minimal algae along perimeter to be treated during our upcoming scheduled visits. Algae typically clears within 10-14 days following treatment.

Pond #10: Minimal grasses noted within unplanted area of shelf. Positive results expected within 14-21 days following herbicide application.

Pond #16: Minor planktonic algae present, resulting in the mild green tint. Planktonic algae typically develops shortly after heavy rain events within high nutrient systems.

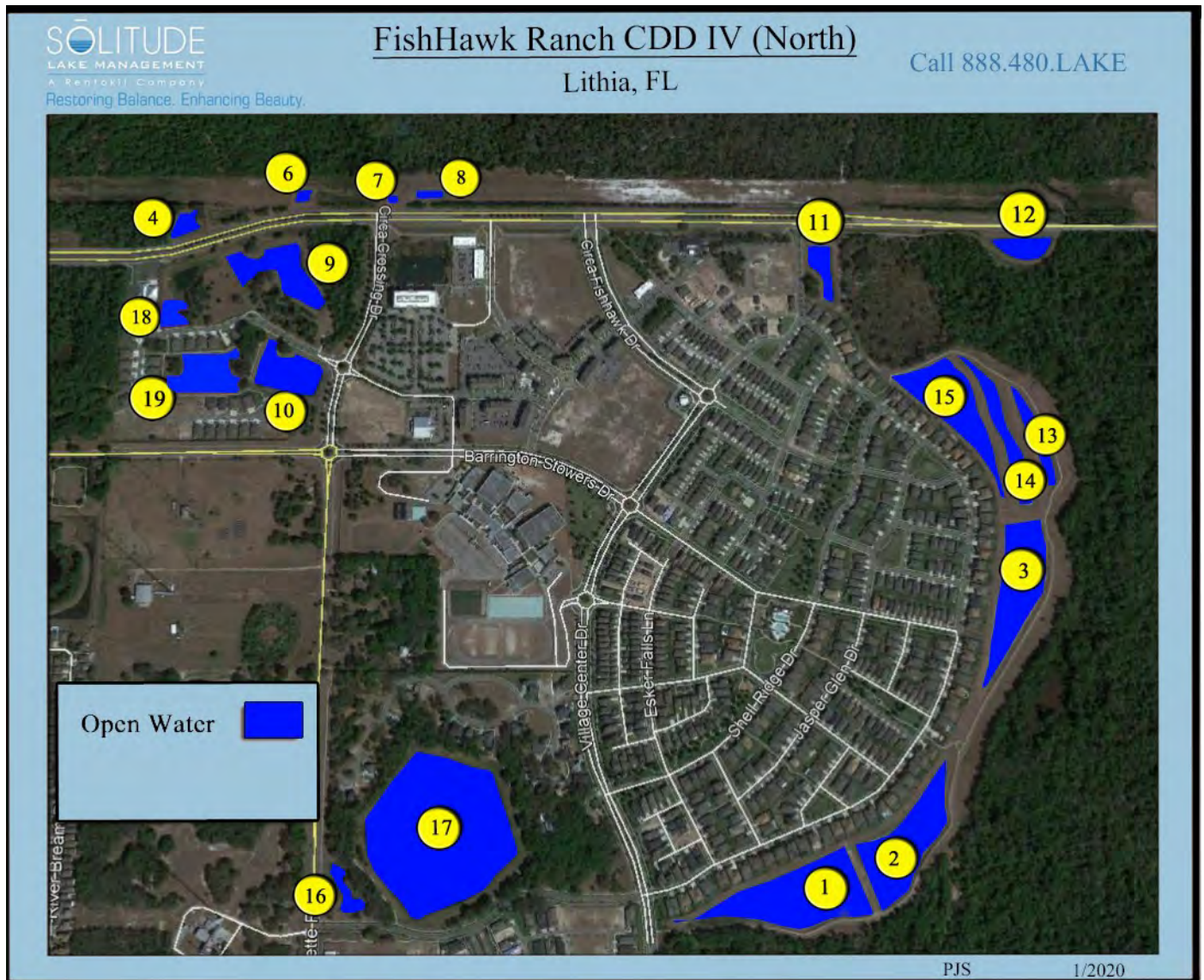
Pond #17: Elevated water levels following recent rain events. Normal growth of grasses along perimeter.

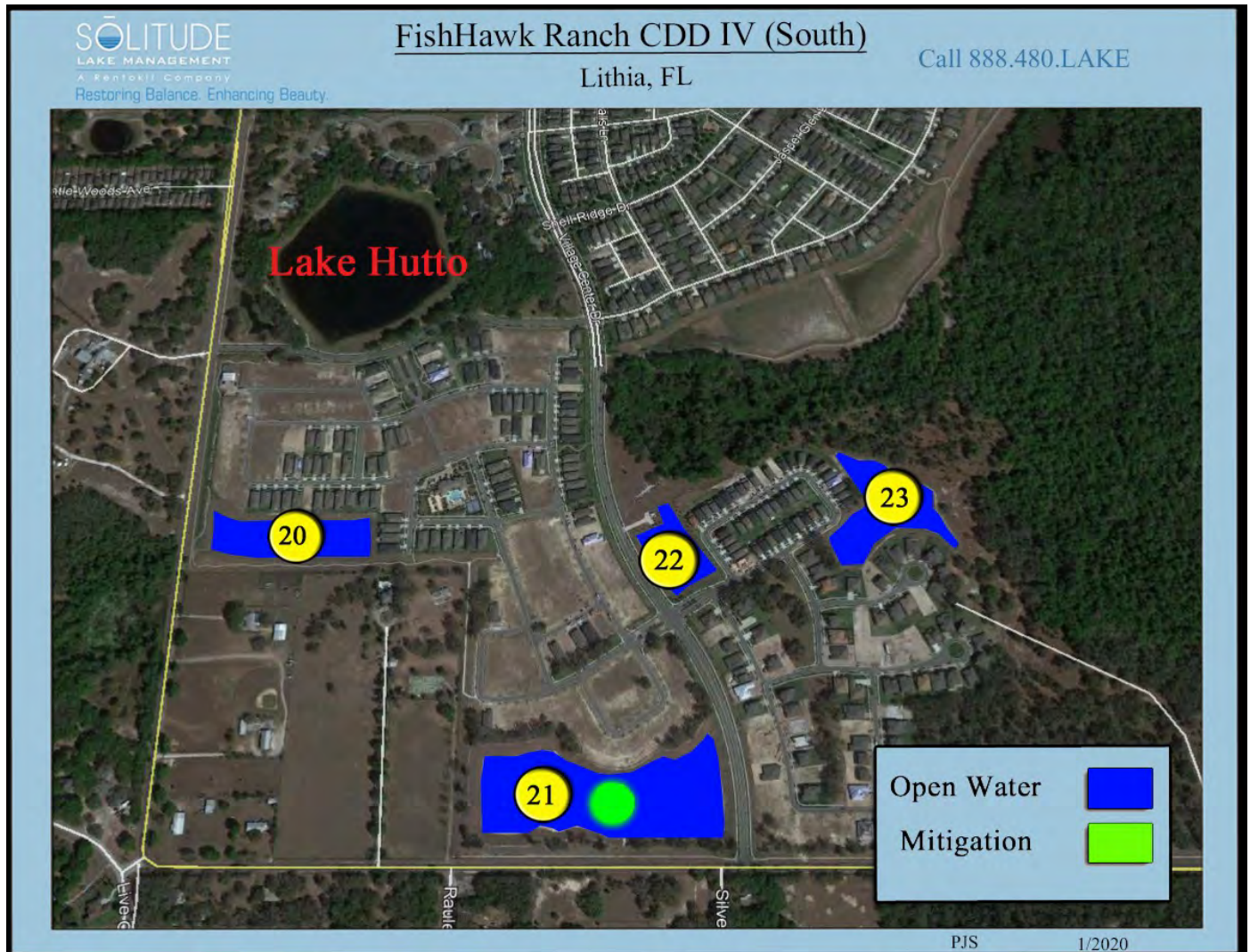
Pond #18: Improved. Minimal invasive growth noted.

Pond #19: Continues to look good. Positive treatment results noted surrounding the flood control structures.

Thank you for choosing SOLitude Lake Management!

Site	Comments	Target	Action Required
4	Treatment in progress	Duckweed	Routine maintenance next visit
6	Site looks good	Torpedograss	Routine maintenance next visit
7	Site looks good	Species non-specific	Routine maintenance next visit
8	Site looks good	Torpedograss	Routine maintenance next visit
9	Normal growth observed	Surface algae	Routine maintenance next visit
10	Site looks good	Torpedograss	Routine maintenance next visit
16	Normal growth observed	Planktonic algae	Routine maintenance next visit
17	Normal growth observed	Species non-specific	Routine maintenance next visit
18	Site looks good	Torpedograss	Routine maintenance next visit
19	Site looks good	Species non-specific	Routine maintenance next visit





Tab 7

From: Erin McCormick <erin@emccormicklaw.com>
Sent: Wednesday, November 18, 2020 3:18 PM
To: Bryan Radcliff <BRadcliff@rizzetta.com>
Cc: Dayna Kennington <kenningtoncdd4@yahoo.com>
Subject: Proposed Federal Legislation regarding Special Districts

Dear Bryan,

I have received the attached email and Survey from the Florida Association of Special Districts (FASD). The email and survey address lobbying efforts by the Florida Association of Special Districts (FASD) in conjunction with other statewide associations, to ensure that Florida's special districts will be included in future Federal relief packages such as the CARES Act. Bryan, has your office also received this email for Fishhawk CDD IV, and for the other Districts that you manage? Are you completing the survey on behalf of the District? If you would like to set up a time to discuss the information to be provided in the survey, please let me know what would work. Also, would you please add this attached email and survey to the Agenda and back up materials for the December Fishhawk CDD IV meeting, for the Board's information?



Erin McCormick, Esq.
3314 Henderson Boulevard
Suite 103
Tampa, Florida 33609
Tel: (813) 579-2653
Fax: (813) 315-6333
erin@emccormicklaw.com

Greetings,

As per our vision, we are the collective voice of special purpose government and as such, I wanted to inform you of our current endeavors. Annually, we follow legislation that may have an impact on all special districts and work to minimize or eliminate any negative legislation and ensure that any positive legislation is passed.

In 2019 [FASD](#) joined with four other statewide special district associations, in the creation of the [National Special Districts Coalition](#). During this past year, the Coalition has worked on legislation in Congress to include a definition of special districts into Federal Law. [House bill 7073](#) and [Senate bill 4308](#) have been introduced into Congress with bipartisan support and we are pushing to have these bills incorporated into the HEROES Act. Without a special district definition in Federal Law, special districts are not recognized by Congress and therefore do not receive any Federal relief funds, such as the CARES Act funds. These bills will add the definition and guarantee that a maximum of five percent of the money allotted to states will be earmarked for special districts.

In addition, in case the Coalition's efforts fail, we will begin to form an alliance with Florida associations to approach the Governor's office to see if we can come to an agreement that will ensure that Florida's special districts will be able to receive funds from future Federal relief packages. With any advocacy effort numbers speak volumes. While in the past we have been able to accomplish our goals on our own, now, because of the scope of our endeavors and the need for Federal funds we need your support through [membership](#) and data. Through membership, we will be able to show solidarity in a united plea for the benefit of special districts and the tax payers they service. With your data we can show real figures as to the money lost because of this pandemic and lend credence to our efforts.

Please be on the watch for a survey we will be sending out in the coming weeks. Response to this survey will be key to our efforts, and will give our advocates accurate backing in our presentation to the Governor's office and to the US Congress.

And again, when you see our survey hit your inbox, please take some time to respond with your specific information as soon as possible.

Thank you for your consideration and valuable time,

Fred Crawford, Executive Director
Florida Association of Special Districts
fcrawford@fasd.com
850-999-1937

Greetings,

This survey is for you. As stated in my previous communication, the Florida Association of Special Districts is in the process of trying to get legislation passed in Congress that will provide a definition for special districts in Federal law and ensure that special districts receive a maximum of five percent of any given state's share of the Federal relief money given to them during a crisis. Further, we are approaching the Governor's office to make them aware that special districts do not have an avenue for them to request Federal relief money from the state. We are attempting to be included in receiving the next and all future relief funds as they become available. I strongly encourage you to open the link below and fill out the survey as soon as possible so we can compile true figures on how much money has been lost in this pandemic. These figures will provide the basis for our argument that special districts need and deserve this money in order to continue to provide their services to the citizens of Florida. Thank you in advance of your time with this and please let me know if you have any questions.

Sincerely,
Fred Crawford, Executive Director
Florida Association of Special Districts
fcrawford@cmc-associates.com
850-999-1937

1. Please provide your district's name and mailing address?

District Name

Address

City, State, Zip

Question Title

* 2. Please provide your name, title and email address.

Name

Title

Email Address

Question Title

* 3. Is your district a member of FASD? (Florida Association of Special Districts)

☐ Yes

☐ No

Question Title

* 4. What Services does your District provide to the community? (Check all that apply)

☐ Fire & Rescue

☐ Water Control, Flood Control or Drainage

☐ Airport

☐ Emergency Services

☐ Healthcare or Hospital

☐ Library

☐ Irrigation and Canals

☐ Mosquito Control

☐ Parks and Recreation

☐ Police Protection

- ☐ Community Development
- ☐ Community Improvement
- ☐ Port, Harbor, Inlet or other Maritime Service
- ☐ Resource Conservation
- ☐ Solid Waste or Sewage
- ☐ Transit and Highways

Other (please specify)

Question Title

* 5. What is your district's estimated annual operating budget?

- ☐ Less than \$20,000
- ☐ \$20,000 - \$50,000
- ☐ \$50,001 - \$75,000
- ☐ \$75,001 - \$100,000
- ☐ \$100,001 - \$200,000
- ☐ \$200,001 - \$500,000
- ☐ \$500,001 - \$1,000,000
- ☐ \$1,000,001 - \$2,000,000
- ☐ \$2,000,001 - \$5,000,000
- ☐ \$5,000,001 or more

Question Title

* 6. As of September 30, 2020, what is your district's estimated unbudgeted COVID-19 related payroll or service related expenditures for Fiscal Year 2019-2020? (Oct 1, 2019 - Sept 30, 2020)

- ☐ None
- ☐ \$1-\$500
- ☐ \$501-\$1,000

- ☐ \$1001-\$2500
- ☐ \$2501-\$5,000
- ☐ \$5,001-\$10,000
- ☐ \$10,001-\$20,000
- ☐ \$20,001-\$50,000
- ☐ \$50,001-\$100,000
- ☐ \$100,001 - \$250,000
- ☐ \$250,001 or more

Question Title

* 7. As of September 30, 2020, what is your district's estimated unbudgeted COVID-19 related equipment and/or supply expenditures for FY 2019-2020? (ex: PPE, IT items for WFH execution, etc.)

- ☐ None
- ☐ Less than \$500
- ☐ \$501 - \$1,000
- ☐ \$1,001-\$5,000
- ☐ \$5,001-\$10,000
- ☐ \$10,001-\$15,000
- ☐ \$15,001-\$25,000
- ☐ \$25,001-\$50,000
- ☐ \$50,001-\$100,000
- ☐ \$100,001 or more

Question Title

* 8. As of September 30, 2020 what is your estimated loss of revenue due to COVID-19? (difference of revenue received during FY 2018-2019 = Oct 2018-Sept 2019 and FY 2019-2020 = Oct 2019-Sept 2020)

- ☐ None
- ☐ Less than \$500
- ☐ \$500-\$1,000
- ☐ \$1,001-\$5,000
- ☐ \$5,001-\$10,000
- ☐ \$10,001-\$25,000
- ☐ \$25,001-\$50,000
- ☐ \$50,001-\$100,000
- ☐ \$100,001 or more

Question Title

9. What is your district's anticipated loss of revenue due to COVID-19 through the end of FY 2020-2021? (projected property tax assessments)

- ☐ None
- ☐ Less than \$500
- ☐ \$500-\$1,000
- ☐ \$1,001 - \$2,500
- ☐ \$2,501-\$5,000
- ☐ \$5,001-\$10,000
- ☐ \$10,001-\$25,000
- ☐ \$25,001-\$50,000
- ☐ \$50,001-\$100,000
- ☐ \$100,001-\$500,000
- ☐ \$500,001-\$1,000,000
- ☐ More than \$1,000,000

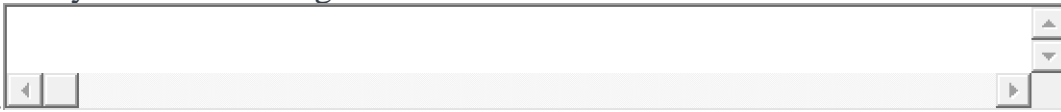
Question Title

* 10. Since January 2020, has your district been forced to furlough or layoff staff due to financial hardship of COVID-19?

- ☐ No
- ☐ Yes, both.
- ☐ Yes, furlough
- ☐ Yes, layoff

If yes, briefly describe furloughs and/or

layoffs.



Question Title

* 11. Since January 2020, has your district been forced to cut or suspend services due to the financial hardship of COVID-19?

- ☐ Yes
- ☐ No

If yes, please briefly describe.

Tab 8

Procedures for Applying for a License to Use CDD Property for Construction of Pool or other Lot Improvement

1. Homeowner to obtain Approval Letter for Lot Improvements from Fishhawk West Homeowners Association
2. Homeowner to submit Application for Temporary License Agreement to Use CDD Property for Construction, with non-refundable \$350 review fee, along with pictures and description of why it is not feasible to access lot from private property
3. CDD Board to consider request for Use of CDD Property
4. If License Agreement is approved by the CDD Board, homeowner to submit:
 - a. Executed License Agreement
 - b. \$2,500 deposit (to be returned to homeowner upon completion of construction, and complete restoration of CDD property to same or better condition, as determined in the sole discretion of the CDD)
 - c. Submit required Certificate of Insurance with CDD, its agents, officers and staff named as additional insureds)
5. CDD Staff to complete Inspection of CDD Property with pictures documenting the condition of CDD Property prior to construction
6. Upon completion of construction, CDD staff to complete inspection of CDD property after construction and restoration

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“LICENSE AGREEMENT”), made and entered into this _____ day of _____ 202__ by and between **FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 9428 Camden Field Parkway, Riverview, Florida 33578, hereafter referred to as **LICENSOR**, and _____, whose address is _____, hereinafter called **LICENSEE**.

WITNESSETH:

WHEREAS, LICENSOR owns and maintains certain real property located in Hillsborough County, Florida, and more particularly described as follows:

[Insert description of CDD Property]

(“LICENSED PROPERTY”);

and,

WHEREAS, LICENSEE desires to install [Insert description of construction project – ex. a swimming pool] over a portion of the LICENSEE’s property which is adjacent to the LICENSED PROPERTY. The LICENSEE’S property where the installation will occur is described as follows:

[Insert description of Licensee’s Property]

(“LICENSEE’S PROPERTY”)

and,

WHEREAS, (a) an inspection of the LICENSED PROPERTY has been completed by the LICENSOR’S representative, a copy of which is set forth in Exhibit “A” hereto, (b) the Fishhawk West Home Owners Association has approved the swimming pool construction, and a copy of such approval is attached as Exhibit “B” hereto; and (c) the LICENSEE has paid a deposit to the LICENSOR, in accord with Article IV of this LICENSE AGREEMENT; and

WHEREAS, LICENSOR has agreed to grant a temporary, non-exclusive License for access across [Insert description of portion of CDD Property that may be used – ex. the western ten feet (10’)] of the LICENSED PROPERTY by LICENSEE and LICENSEE’S agents, in connection with the construction of a swimming pool on LICENSEE’S PROPERTY; and

WHEREAS, upon the termination of this LICENSE AGREEMENT, the LICENSOR’S representative shall conduct an inspection of the LICENSED PROPERTY, and shall complete the inspection form attached hereto as Exhibit “C” on behalf of the LICENSOR; and

NOW THEREFORE, LICENSOR, for and in consideration of the mutual covenants contained herein and other valuable consideration, receipt of which is hereby acknowledged, and subject to the following terms and conditions set forth in this LICENSE AGREEMENT, does hereby grant, to the LICENSEE a temporary, non-exclusive License for the sole purpose of access across the [western 10' (ten feet)] of the LICENSED PROPERTY which is adjacent to LICENSEE'S PROPERTY.

ARTICLE 1. INCORPORATION OF RECITALS

The "WHEREAS" provisions cited above are true, correct and are incorporated herein by reference.

ARTICLE 2. LICENSE FOR ACCESS ACROSS THE LICENSED PROPERTY.

A. LICENSEE and its agents may cross the [western ten feet (10')] of the LICENSED PROPERTY, including traversing [the western ten feet (10')] of the LICENSED PROPERTY with shuttle-digging (mini-excavator) equipment only, with a single point of entry and a single point of exit to and from the LICENSED PROPERTY to construct a swimming pool on LICENSEE'S PROPERTY. This access will be for a temporary time period which will not exceed ten (10) consecutive working days.

B. LICENSEE shall notify LICENSOR in writing no later than forty-eight (48) hours prior to accessing the LICENSED PROPERTY or crossing the LICENSED PROPERTY with any construction equipment.

C. LICENSEE agrees that it shall not use the LICENSED PROPERTY in any way or for any purpose which interferes with or is a nuisance or disruption to the LICENSOR'S use of the LICENSED PROPERTY, nor shall LICENSEE cause or allow to be caused any damage to the LICENSED PROPERTY or facilities located thereon. Upon completion of LICENSEE'S access of the LICENSED PROPERTY pursuant to the LICENSE AGREEMENT, LICENSEE shall ensure that any grading, sod, landscaping, irrigation, and any other facilities are restored to their original condition.

D. LICENSEE shall obtain any and all necessary permits, as may be required, in order to conduct its activities under this LICENSE AGREEMENT and shall comply with all statutes, ordinances, orders, regulations and requirements of any governmental department, bureau, or body having jurisdiction over the Licensee's activities on the LICENSED PROPERTY and the LICENSEE'S PROPERTY.

ARTICLE 3. TERM - TERMINATION

This LICENSE AGREEMENT shall become effective upon execution by both parties hereto ("Effective Date") and shall automatically terminate fourteen (14) days after the Effective Date. LICENSOR reserves the right to terminate this LICENSE AGREEMENT at any time should it determine, in its sole and absolute judgment, that continuation of the rights granted herein are no longer in the best interest of the LICENSOR.

ARTICLE 4. INDEMNIFICATION/HOLD HARMLESS

Prior to any use of the LICENSED PROPERTY pursuant to the LICENSE AGREEMENT, LICENSEE shall pay a refundable deposit to LICENSOR in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500,00). Upon termination of this LICENSE AGREEMENT, the LICENSOR'S representative shall complete an inspection of the LICENSED PROPERTY and shall complete the form attached as Exhibit "C", and file this form with the LICENSOR. If no damages or costs are incurred by LICENSOR as a result of this LICENSE AGREEMENT, and if LICENSED PROPERTY has been restored to its original condition (grading to original condition included) by the LICENSEE or its agents, based solely on the determination and discretion of LICENSOR and its agents, then upon submittal of the Inspection Form attached as Exhibit "C", the deposit shall be returned to LICENSEE within thirty (30) days.

LICENSEE agrees and acknowledges that its use of the LICENSED PROPERTY pursuant to this LICENSE AGREEMENT shall be at the sole risk and expense of the LICENSEE and that LICENSEE shall indemnify, defend and hold LICENSOR, its agents, assigns, or employees, harmless from and against any and all losses, liability, claims, suits, injury, demands, costs and expenses, including attorney's fees, related to any injuries and/or damages to any person or persons, or property caused by or resulting from the LICENSEE's use of the LICENSED PROPERTY. LICENSOR further acknowledges that in the event the LICENSOR incurs any damages, or if, in the sole determination of LICENSOR, based on the recommendation of LICENSOR'S professional representative, work is required to restore the LICENSED PROPERTY, LICENSOR will first use the deposit paid by LICENSEE, and if additional costs or damages are incurred, will assess such costs or damages to LICENSEE, and may place a lien on LICENSEE'S PROPERTY, until such costs or damages are paid by LICENSEE.

ARTICLE 5. LIMITATIONS ON GOVERNMENTAL LIABILITY

Nothing in this LICENSE AGREEMENT shall be deemed as a waiver of immunity or limits of liability on the LICENSOR beyond any statutory limited waiver or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this LICENSE AGREEMENT shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

ARTICLE 6. INSURANCE REQUIREMENTS

LICENSEE or LICENSEE'S Contractor performing the Work shall maintain throughout the term of this LICENSE AGREEMENT, the following insurance:

- (a) Worker's Compensation Insurance if required in accordance with the laws of the State of Florida.
- (b) Commercial General Liability Insurance covering the LICENSEE'S legal liability for bodily injuries, with limits not less than \$1,000,000 combined single limit bodily injury and property damage liability. No subcontractors may be utilized by LICENSEE or LICENSEE'S contractor without the consent of the LICENSOR, and subject to the modification of this LICENSE AGREEMENT.

LICENSOR, its officers, Supervisors, staff and employees shall be named as additional insureds. The LICENSEE shall furnish LICENSOR with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the LICENSOR unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the LICENSOR. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

ARTICLE 7. RELATIONSHIP OF PARTIES

The relationship established between the parties to this LICENSE AGREEMENT shall be strictly one of LICENSOR and LICENSEE. No estate shall pass from the LICENSOR to the LICENSEE, and this LICENSE AGREEMENT is for permissive use only. No other relationship shall be implied, suggested or inferred by or through this LICENSE AGREEMENT, and this LICENSE AGREEMENT shall not operate to create or to vest any property rights in LICENSEE.

ARTICLE 8. NOTICE

All correspondence and notices required pursuant to this LICENSE AGREEMENT shall be sent via certified or overnight mail – return receipt requested, or via hand delivery to:

AS TO LICENSOR:

Fishhawk Community Development District IV
9428 Camden Field Parkway
Riverview, Florida 33578

With Copy to:
Erin McCormick Law, PA
Attn.: Erin R. McCormick
3314 Henderson Boulevard
Suite 103
Tampa, Florida 33609

AS TO LICENSEE:

ARTICLE 9. AMENDMENT

This LICENSE AGREEMENT may only be amended in writing, dated subsequent to the date hereof, duly executed by the authorized representatives of the parties hereto, and recorded in the Public Records of Hillsborough County, Florida.

ARTICLE 10. SURVIVABILITY

Any term, condition, covenant or obligation which requires performance by LICENSEE subsequent to the termination of this LICENSE AGREEMENT shall remain enforceable against LICENSEE subsequent to such termination, including the Indemnification and Hold Harmless provisions and

Limitations on Governmental Liability provisions set forth in Article 4 and Article 5 of this LICENSE AGREEMENT.

ARTICLE 11. SEVERABILITY

If any one or more of the provisions of this LICENSE AGREEMENT should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this LICENSE AGREEMENT, which remaining provisions shall continue in full force and effect if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be in existence.

ARTICLE 12. ENTIRE AGREEMENT

The foregoing LICENSE AGREEMENT represents the complete and entire agreement between the parties with respect to the subject matter contained herein.

IN WITNESS THEREOF, the parties, by and through their respective duly authorized representative, have executed this LICENSE AGREEMENT for the purposes contained herein.

ATTEST:

LICENSOR:

**Fishhawk Community Development
District IV**

By: _____
Secretary, Board of Supervisors

By: _____
As: Chair or Vice Chair, Board of
Supervisors
Print Name: _____
Date: _____

Signed, sealed, and delivered in the presence
of:

Sign: _____
Print Name: _____

LICENSEE:

Sign: _____
Print Name: _____

Name: _____

Sign: _____
Print Name: _____

Sign: _____
Print
Name: _____

Name: _____

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me, by means [] of physical presence or
[] online notarization, this ____ day of _____, 202__,
by _____, who is personally known to me, or who produced
_____ as identification.

NOTARY PUBLIC
Print or Stamp Name: _____
My Commission Expires: _____

NOTARY SEAL:

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me, by means [] of physical presence or
[] online notarization, this ____ day of _____, 202__, by _____, who
is personally known to me, or who produced _____ as identification.

NOTARY PUBLIC
Print or Stamp Name: _____
My Commission Expires: _____

NOTARY SEAL:

EXHIBIT “A”

INSPECTION OF THE LICENSED PROPERTY

I, _____, the authorized representative of the Fishhawk Community Development District IV, have completed an inspection the LICENSED PROPERTY. Photographs of the LICENSED PROPERTY are on file at the District’s offices, documenting the condition of the LICENSED PROPERTY at the time that this LICENSE AGREEMENT is entered into by the parties.

By: _____

Name: _____

As: _____

Date: _____

EXHIBIT “B”

[Attach a copy of the approval of the swimming pool by the Fishhawk West Homeowners Association]

2

EXHIBIT “C”

INSPECTION OF THE LICENSED PROPERTY UPON COMPLETION OF CONSTRUCTION

I, _____, the authorized representative of the Fishhawk Community Development District IV, have completed an inspection the LICENSED PROPERTY. Photographs of the LICENSED PROPERTY are on file at the District’s offices, documenting the condition of the LICENSED PROPERTY at the time that the use of the LICENSED PROPERTY pursuant to the LICENSE AGREEMENT is complete. I have determined that the LICENSED PROPERTY has been restored to its original condition, and that there have been no costs or damages incurred by the LICENSOR as a result of the use of the LICENSED PROPERTY.

By: _____

Name: _____

As: _____

Date: _____

Tab 9

**NOTICE OF RULE DEVELOPMENT BY FISHHAWK COMMUNITY
DEVELOPMENT DISTRICT IV: DEPOSIT AND NON-REFUNDABLE FEE FOR
REVIEW OF A REQUEST FOR A LICENSE AGREEMENT TO USE DISTRICT
PROPERTY FOR ACCESS TO A HOMEOWNER'S LOT FOR CONSTRUCTION –
POOLS, OR OTHER LOT IMPROVEMENTS.**

In accord with Chapter 190, *Florida Statutes*, the Fishhawk Community Development District IV (the "District") hereby gives notice of its intention to develop a rule to implement a Fee for review of a request for a License Agreement to use District property for access to a homeowner's lot for construction – pools, and other lot improvements, and to require a deposit for use of the District's property pursuant to such approved License Agreement.

The purpose and effect of the non-refundable fee for review of a Request for a License Agreement is to produce revenues which, when combined with other assessments, revenues and funds available to the District, will provide sufficient funds for the cost of reviewing the Request. In addition, a deposit shall be required prior to use of the District's property pursuant to an approved License Agreement. Specific legal authority for the non-refundable fee for review of the request for the License Agreement includes Sections 190.011(5), 190.011(15), and 190.035, *Florida Statutes*. The specific laws implemented in the Rules include, but are not limited to, Sections 190.011(5), 190.011(15), and 190.035(2), *Florida Statutes*.

If requested in writing and not deemed unnecessary by the District's Board of Supervisors, a Rule Development Workshop will be held on Tuesday, January 12, 2021 at 9:00 a.m. (EST). at The Lakehouse of Fishhawk Ranch West, 6001 Village Center Drive, Lithia, Florida 33547. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the District at least two (2) days before the workshop/meeting by contacting: Bryan Radcliff, District Manager, 9428 Camden Field Parkway, Riverview, Florida 33578 or by calling (813) 533-2950.

A copy of the proposed Rule related to a Deposit and Non-Refundable Fee for Review of a Request for a License Agreement to Use District Property for Access to a Homeowner's Lot for Construction – Pools, or other Lot Improvements may be obtained by contacting the District Manager, Bryan Radcliff, at 9428 Camden Field Parkway, Riverview, Florida 33578, or by calling (813) 533-2950.

Bryan Radcliff
District Manager

Run Date: _____, 2020

Tab 10

NOTICE OF PROPOSED RULE

PURPOSE AND EFFECT: Fishhawk Community Development District IV (“District”) is proposing to adopt a Deposit and Non-refundable Fee for Review of a Request for a License Agreement to Use District Property for Access to a Homeowner’s Lot for Construction of a Pool, or Other Lot Improvements.

SUMMARY OF STATEMENT OF ESTIMATED REGULATOR COSTS (SERC): The District has determined that this will not have an adverse impact on small business or likely increase directly or indirectly regulatory costs in excess of \$200,000 in the aggregate within one year after the implementation of the rule. A SERC has not been prepared by the agency.

Any person who wishes to provide information regarding a statement of estimated regulatory costs, or provide a proposal for a lower cost regulatory alternative must do so in writing with twenty-one (21) days of this notice.

RULEMAKING AUTHORITY: 190.035, F.S.

LAW IMPLEMENTED: 190.035, F.S.

IF REQUESTED WITHIN TWENTY-ONE (21) DAYS OF THE DATE OF THIS NOTICE, A HEARING WILL BE HELD AT THE DATE, TIME AND PLACE SHOWN BELOW (IF NOT REQUESTED, THIS HEARING WILL NOT BE HELD):

DATE AND TIME: Tuesday, January 12, 2021 at 9:00 a.m.

PLACE: The Lake House of FishHawk Ranch West, 6001 Village Center Drive, Lithia, Florida 33547

Pursuant to the provision of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the District at least two (2) days before the hearing by contacting: Bryan Radcliff, District Manager, 9428 Camden Field Parkway, Riverview, Florida 33578, telephone (813) 533-2950.

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE IS: Erin McCormick, District Counsel, 3314 Henderson Boulevard, Suite 103, Tampa, Florida 33609.

A COPY OF THE PROPOSED RULE FOR A DEPOSIT AND NON-REFUNDABLE FEE FOR REVIEW OF A REQUEST FOR A LICENSE AGREEMENT TO USE DISTRICT PROPERTY FOR ACCESS TO A HOMEOWNER’S LOT FOR CONSTRUCTION – POOLS, OR OTHER LOT IMPROVEMENTS IS AVAILABLE FOR INSPECTION AND COPYING BY CONTACTING: Erin McCormick, District Counsel, 3314 Henderson Boulevard, Suite 103, Tampa, Florida 33609.

DATE NOTICE OF RULE DEVELOPMENT PUBLISHED IN ____ (Insert Name of Newspaper), on _____, 2020.

DATE NOTICE OF PROPOSED RULE PUBLISHED IN (Insert Name of Newspaper), on
_____, 2020.

Tab 11

Sunrise Landscape Proposal Summary

12/8/2020

Date	Proposal Description	Amount
11/2/2020	Palm tree replacement at Watercolor Dr. and Village center Dr.	\$965.00
11/2/2020	Infill the Lime Sizzler firebush bed on the island at Slate Rock and VCD	\$949.50
11/2/2020	Replace the declining Thyralis on the Quintessa cul de sac island	\$891.50
11/2/2020	Replacement of dead Maple tree located along the ROW on Circa Fishhawk Blvd.	\$444.50
11/5/2020	Chert Hill park- replace declining Thyralis with new Lime Sizzler firebush	\$527.00
11/5/2020	Fill in Variegated Confed. jasmine beds at the Esker Falls entrance to Central Park	\$531.00
11/5/2020	Fishhawk Blvd. center median minima jasmine infilling	\$2,371.50
	Total	\$6,680.00



• Landscaping • Irrigation • Property Maintenance • Tree Farms

November 2, 2020

FishHawk CDD IV
Bryan Radcliff
9428 Camden Field Parkway
Riverview, FL 33578
(813) 533-2950
Bradcliff@rizzetta.com

RE: Landscape Proposal for **Palm tree replacement at Watercolor Dr. and Village center Dr.**

Dear Bryan Radcliff,
Thank you for the opportunity to bid on this project. Find the following Sunrise Landcare, Inc.'s proposal with the landscape services and/or materials itemized for your review.

Proposal Summary:

Landscape Materials: \$965.00
GRAND TOTAL: \$965.00 *

* Pricing is valid for 30 days

Please do not hesitate to contact this office if you have any questions or comments. Sunrise Landcare looks forward to working with you towards the successful completion of this project. Thank you for extending to us the opportunity to earn your business.

Sincerely

Bill Conrad

CUSTOMER or REPRESENTATIVE

SUNRISE LANDSCAPE - Bill Conrad

Accepted By: _____

Accepted By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Sunrise Landcare Inc.

P.O. Box 16531 • Tampa, FL 33687 • (813) 985-9381 • FAX (813) 664-0155

Palm tree replacement at Watercolor Dr. and Village center Dr.

November 2, 2020

Sunrise Landcare proposes to complete the following work: We will dig up the existing dead palm tree and dispose of it. We will then deliver and install the replacement palm. All debris associated with this project will be gathered and removed upon completion.

Landscape Materials

Description	QTY	Price	Unit	Total
Trees				
Sable Palm 8'- 10' clear trunk height Regenerated	1	620.00	per	\$620.00
Labor&Equipment	1	200.00	per	\$200.00
Hauling & disposal of existing dead oalms	1	95.00	per	\$95.00
Palm Staking Kit	1	50.00	per	\$50.00

TOTAL **\$965.00**



• Landscaping • Irrigation • Property Maintenance • Tree Farms

November 2, 2020

FishHawk CDD IV
Bryan Radcliff
9428 Camden Field Parkway
Riverview, FL 33578
(813) 533-2950
Bradcliff@rizzetta.com

RE: Landscape Proposal for **Infill the Lime Sizzler firebush bed on the island at Slate Rock and VCD**

Dear Bryan Radcliff,
Thank you for the opportunity to bid on this project. Find the following Sunrise Landcare, Inc.'s proposal with the landscape services and/or materials itemized for your review.

Proposal Summary:

Landscape Materials: \$949.50
GRAND TOTAL: \$949.50 *

* Pricing is valid for 30 days

Please do not hesitate to contact this office if you have any questions or comments. Sunrise Landcare looks forward to working with you towards the successful completion of this project. Thank you for extending to us the opportunity to earn your business.

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Infill the Lime Sizzler firebush bed on the island at Slate Rock and VCD

November 2, 2020

Sunrise Landcare will complete the following work: deliver and install new firebush to fill in the existing bed.**Landscape Materials**

Description	QTY	Price	Unit	Total
Plants				
Lime sizzler Firebush 3 gallon	57	13.50	per	\$769.50
Labor	1	180.00	per	\$180.00

TOTAL **\$949.50**



• Landscaping • Irrigation • Property Maintenance • Tree Farms

November 2, 2020

FishHawk CDD IV
Bryan Radcliff
9428 Camden Field Parkway
Riverview, FL 33578
(813) 533-2950
Bradcliff@rizzetta.com

RE: Landscape Proposal for **Replace the declining Thyralis on the Quintessa cul de sac island**

Dear Bryan Radcliff,
Thank you for the opportunity to bid on this project. Find the following Sunrise Landcare, Inc.'s proposal with the landscape services and/or materials itemized for your review.

Proposal Summary:

Landscape Materials: \$891.50
GRAND TOTAL: \$891.50 *

* Pricing is valid for 30 days

Please do not hesitate to contact this office if you have any questions or comments. Sunrise Landcare looks forward to working with you towards the successful completion of this project. Thank you for extending to us the opportunity to earn your business.

Sincerely

Bill Conrad

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Date: _____

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Replace the declining Thyrallis on the Quintessa cul de sac island

November 2, 2020

Sunrise Landcare will complete the following work: remove the existing Thyrallis and replace with Lime Sizzler firebush.

Landscape Materials

Description	QTY	Price	Unit	Total
Plants				
Lime sizzler Firebush 3 gallon	53	13.50	per	\$715.50
Labor	1	176.00	per	\$176.00

TOTAL **\$891.50**



• Landscaping • Irrigation • Property Maintenance • Tree Farms

November 2, 2020

FishHawk CDD IV
Bryan Radcliff
9428 Camden Field Parkway
Riverview, FL 33578
(813) 533-2950
Bradcliff@rizzetta.com

RE: Landscape Proposal for **Replacement of dead Maple tree located along the ROW on Circa Fishhawk Blvd.**

Dear Bryan Radcliff,
Thank you for the opportunity to bid on this project. Find the following Sunrise Landcare, Inc.'s proposal with the landscape services and/or materials itemized for your review.

Proposal Summary:

Landscape Materials: \$444.50
GRAND TOTAL: \$444.50 *

* Pricing is valid for 30 days

Please do not hesitate to contact this office if you have any questions or comments. Sunrise Landcare looks forward to working with you towards the successful completion of this project. Thank you for extending to us the opportunity to earn your business.

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Bill Conrad

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Date: _____

Sunrise Landcare Inc.

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**Replacement of dead Maple tree located along the ROW on Circa
Fishhawk Blvd.**

November 2, 2020

Sunrise Landcare will complete the following work: We will remove and replace dead tree with new Maple tree

Landscape Materials

Description	QTY	Price	Unit	Total
Trees				
Red Maple Tree 2" Cal.	1	276.50	per	\$276.50
Labor&Equipment	1	168.00	per	\$168.00

TOTAL **\$444.50**



• Landscaping • Irrigation • Property Maintenance • Tree Farms

November 5, 2020

FishHawk CDD IV
Bryan Radcliff
9428 Camden Field Parkway
Riverview, FL 33578
(813) 533-2950
Bradcliff@rizzetta.com

RE: Landscape Proposal for **Chert Hill park- replace declining Thyralis with new Lime Sizzler firebush**

Dear Bryan Radcliff,
Thank you for the opportunity to bid on this project. Find the following Sunrise Landcare, Inc.'s proposal with the landscape services and/or materials itemized for your review.

Proposal Summary:

Landscape Materials: \$527.00
GRAND TOTAL: \$527.00 *

* Pricing is valid for 30 days

Please do not hesitate to contact this office if you have any questions or comments. Sunrise Landcare looks forward to working with you towards the successful completion of this project. Thank you for extending to us the opportunity to earn your business.

Sincerely

Bill Conrad

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SUNRISE LANDSCAPE - Bill Conrad

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Print Name: _____

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Date: _____

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Chert Hill park- replace declining Thyrallis with new Lime Sizzler firebush

November 5, 2020

Sunrise Landcare will complete the following work: Remove and dispose of the remaining Thyrallis from the bed under the Orchid tree. then deliver and install new firebush to fill in the existing bed.

Landscape Materials

Description	QTY	Price	Unit	Total
Plants				
Lime sizzler Firebush 3 gallon	30	13.50	per	\$405.00
Labor	1	122.00	per	\$122.00

TOTAL **\$527.00**



• Landscaping • Irrigation • Property Maintenance • Tree Farms

November 5, 2020

FishHawk CDD IV
Bryan Radcliff
9428 Camden Field Parkway
Riverview, FL 33578
(813) 533-2950
Bradcliff@rizzetta.com

RE: Landscape Proposal for **Fill in Variegated Confed. jasmine beds at the Esker Falls entrance to central park**

Dear Bryan Radcliff,
Thank you for the opportunity to bid on this project. Find the following Sunrise Landcare, Inc.'s proposal with the landscape services and/or materials itemized for your review.

Proposal Summary:

Landscape Materials: \$531.00
GRAND TOTAL: \$531.00 *

* Pricing is valid for 30 days

Please do not hesitate to contact this office if you have any questions or comments. Sunrise Landcare looks forward to working with you towards the successful completion of this project. Thank you for extending to us the opportunity to earn your business.

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Bill Conrad

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Fill in Variegated Confed. jasmine beds at the Esker Falls entrance to central park

November 5, 2020

Sunrise Landscape will complete the following work: Deliver and install new Variegated Confed. jasmine in existing beds on the east and west beds at the Esker falls entrance to Central park.

Landscape Materials

Description	QTY	Price	Unit	Total
Plants				
Variegated Confederate Jasmine 3 gallon	36	13.50	per	\$486.00
Labor	1	45.00	per	\$45.00

TOTAL **\$531.00**



• Landscaping • Irrigation • Property Maintenance • Tree Farms

November 5, 2020

FishHawk CDD IV
Bryan Radcliff
9428 Camden Field Parkway
Riverview, FL 33578
(813) 533-2950
Bradcliff@rizzetta.com

RE: Landscape Proposal for **Fishhawk Blvd. center median minima jasmine infilling**

Dear Bryan Radcliff,
Thank you for the opportunity to bid on this project. Find the following Sunrise Landcare, Inc.'s proposal with the landscape services and/or materials itemized for your review.

Proposal Summary:

Landscape Materials: \$2,371.50
GRAND TOTAL: \$2,371.50 *

* Pricing is valid for 30 days

Please do not hesitate to contact this office if you have any questions or comments. Sunrise Landcare looks forward to working with you towards the successful completion of this project. Thank you for extending to us the opportunity to earn your business.

Sincerely

Bill Conrad

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SUNRISE LANDSCAPE - Bill Conrad

Accepted By: _____

Accepted By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

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Fishhawk Blvd. center median minima jasmine infilling

November 5, 2020

Sunrise Landcare will complete the following work: Deliver and install new minima jasmine in existing beds on the east and west ends of the center median as requested.

Landscape Materials

Description	QTY	Price	Unit	Total
Plants				
Minima Jasmine 1 gallon	291	6.50	per	\$1,891.50
Labor	1	480.00	per	\$480.00

TOTAL **\$2,371.50**