

FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV
DISTRICT OFFICE • 9428 CAMDEN FIELD PARKWAY • RIVERVIEW, FL 33578
www.fishhawkcdd4.org

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

March 24, 2021

AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of FishHawk Community Development District IV will be held on **Thursday, April 1, 2021 at 10:00 a.m.** at the Lake House of FishHawk Ranch West, located at 6001 Village Center Drive, Lithia, Florida 33547. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A.** Consideration of Minutes of Board of Supervisors' Regular Meeting held on March 4, 2021Tab 1
 - B.** Ratification of Operations & Maintenance Expenditures for February 2021Tab 2
- 4. STAFF REPORTS**
 - A.** Field Inspection ReportTab 3
 - i. Landscape Proposals.....Tab 4
 - B.** Irrigation ReportTab 5
 - C.** Aquatic Services Report.....Tab 6
 - D.** District Counsel
 - E.** District Engineer
 - F.** HOA Property Manager
 - G.** District Manager
- 5. BUSINESS ITEMS**
 - A.** Discussion Regarding Project Management Software
 - B.** Discussion of Wetland Conservation Gopher Tortoise Preservation Area
 - C.** Consideration of Pet Waste Station ProposalTab 7
 - D.** Consideration of Solitude Aquatic Maintenance Proposal.....Tab 8
- 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,

Debby Wallace

Debby Wallace
District Manager

Tab 1

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 regular meeting of the Board of Supervisors of the FishHawk Community Development District IV was held on **Thursday, March 4, 2021 at 10:03 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
Brian Steever	Board Supervisor, Assistant Secretary
Esther Wisdom	Board Supervisor, Assistant Secretary
Jeffrey Stewart	Board Supervisor, Assistant Secretary

Also present were:

Matthew Huber	Regional District Manager; Rizzetta & Company, Inc.
Debby Wallace	District Manager; Rizzetta & Company, Inc.
Erin McCormick	District Counsel; Erin McCormick Law (arrived at 10:05 a.m.)
Gail Huff	Representative, Ballenger Irrigation
Bill Conrad	Representative, Sunrise

Audience

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Wallace called the meeting to order and read roll call, confirming a quorum.

SECOND ORDER OF BUSINESS

Audience Comments

A resident asked where the meeting minutes were located on the website.

THIRD ORDER OF BUSINESS

**Consideration of Minutes of Board of
Supervisors' Regular Meeting Held
February 9, 2021**

Ms. Wallace presented the minutes of Board of Supervisors' meeting held February 9, 2021 to the Board.

On a Motion by Ms. Kennington, seconded by Mr. Steever, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' meeting held on February 9, 2021, as presented, for the FishHawk Community Development District IV.

FOURTH ORDER OF BUSINESS

**Ratification of Operations &
Maintenance Expenditures for
January 2021**

Ms. Wallace presented the January 2021 Operation & Maintenance Expenditures to the Board.

On a Motion by Mr. Stewart, seconded by Ms. Kennington, with all in favor, the Board of Supervisors ratified the Operations & Maintenance expenditure for January 2021 (\$104,991.53) for the FishHawk Community Development District IV.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Field Services Manager

The Board reviewed the Field Services Report. Ms. Kennington asked about the outcome of the DRA with tree burning in the Oaks. Mr. Conrad will submit a proposal to replace the sod that was damaged.

B. Irrigation Report

Ms. Huff presented her Irrigation Report to the Board.

C. Aquatic Services Report

Ms. Wallace presented the Solitude Aquatics Report to the Board.

D. District Counsel

Ms. McCormick presented the E-Verify Registration Memorandum to the Board.

On a Motion by Ms. Kennington, seconded by Mr. Rothrock, with all in favor, the Board of Supervisors approved the E-Verify Registration, for the FishHawk Community Development District IV.

Ms. McCormick presented photos of drainage repairs along Boyette Road under separate cover.

Ms. McCormick also presented a Wildlands Construction Monitoring Report under separate cover and discussed the Gopher Tortoise Preservation Area outlined in the report. The Board requested that Ms. Wallace work with Ms. McCormick and Mr. Brletic and report back to the board with more information.

E. District Engineer

Not present.

F. Amenities Manager

Ms. Wallace introduced Heather Bates to the Board at the new Amenities Manager. No Report.

G. District Manager

The next BOS meeting will be held April 1, 2021 at 10:00 a.m.

SIXTH ORDER OF BUSINESS

Ratification of Irrigation Proposal

On a Motion by Ms. Kennington, seconded by Mr. Rothrock, with all in favor, the Board of Supervisors ratified the Ballenger irrigation proposal, for the FishHawk Community Development District IV.

SEVENTH ORDER OF BUSINESS

Discussion of "No Trespassing" Signage

The Board discussed the "No Trespassing" signage. Ms. Wallace provided an update of costs for installing signs. The Board decided not to move forward with signs.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2021-04; Re-Designating Assistant Secretaries

On a Motion by Mr. Steever, seconded by Mr. Rothrock, with all in favor, the Board of Supervisors adopted Resolution 2021-04; Re-Designating Assistant Secretaries, for the FishHawk Community Development District IV.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2021-05; Revised Fiscal Year 2020-2021 Meeting Schedule

On a Motion by Mr. Rothrock, seconded by Ms. Kennington, with all in favor, the Board of Supervisors adopted Resolution 2021-05; Revised Fiscal Year 2020-2021 Meeting Schedule, for the FishHawk Community Development District IV.

TENTH ORDER OF BUSINESS **Consideration of Spring Flowers Proposal by Sunrise Landscape**

On a Motion by Mr. Stewart, seconded by Mr. Steever, with all in favor, the Board of Supervisors approved the Sunrise spring flowers proposal in the amount of \$6,009.25, for the FishHawk Community Development District IV.

ELEVENTH ORDER OF BUSINESS **Consideration of Irrigation Proposals by Ballenger & Co.**

On a Motion by Ms. Kennington, seconded by Mr. Rothrock, with all in favor, the Board of Supervisors approved the Ballenger irrigation proposals for lightning damage in the amount of \$1,350.00 and replace decoders in the amount of \$615.00, for the FishHawk Community Development District IV.

TWELFTH ORDER OF BUSINESS **Supervisor Comments**

There were no supervisor requests.

THIRTEENTH ORDER OF BUSINESS **Adjournment**

On a Motion by Ms. Kennington, seconded by Mr. Rothrock, with all in favor, the Board of Supervisors adjourned the meeting at 11:03 a.m. for the FishHawk Community Development District IV.

Assistant Secretary Chair / Vice Chair

Tab 2

FISHHAWK IV COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures February 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2021 through February 28, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$100,098.56**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Fishhawk IV Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2021 Through February 28, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Ballenger & Company, Inc.	002000	21028	SWFWMD Reporting 01/21	\$ 775.00
Ballenger & Company, Inc.	002000	21041	Irrigation Repairs 01/21	\$ 870.00
Brian T Steever	002008	BS020921	Board of Supervisors Meeting 02/09/2021	\$ 200.00
Daniel Gray Rothrock	002006	DR020921	Board of Supervisors Meeting 02/09/2021	\$ 200.00
Dayna J. Kennington	002005	DK020921	Board of Supervisors Meeting 02/09/2021	\$ 200.00
Erin McCormick Law, PA	002003	10487	Legal Services 01/21	\$ 5,336.86
Esther Wisdom	002011	EW020921	Board of Supervisors Meeting 02/09/2021	\$ 200.00
Jeffrey Stewart	002009	JS020921	Board of Supervisors Meeting 02/09/2021	\$ 200.00
Johnson, Mirmiran & Thompson, Inc.	001996	16-168879	Engineering Services 12/20	\$ 1,520.00
Rizzetta & Company, Inc.	001997	INV0000056053	District Management Services 02/21	\$ 4,424.67
Rizzetta Technology Services	001998	INV0000006844	Website Hosting Services 02/21	\$ 100.00
Solitude Lake Management, LLC	002007	PI-A00548413	Lake & Pond Management Services 02/1/21-02/28/21	\$ 1,668.60
Sunrise Landcare Inc.	002010	72776	Landscape Maintenance 02/21	\$ 26,762.00
Sunrise Landcare Inc.	002010	73031	Installed Pine Bark And Pine Straw 02/21	\$ 10,175.00

Fishhawk IV Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2021 Through February 28, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Sunrise Landcare Inc.	002010	73059	Quarterly OTC Injections 02/21	\$ 560.00
Tampa Electric Company	002001	211017320014 01/21	Village Center Dr 01/21	\$ 8,956.74
Tampa Electric Company	002002	Summary Bill 01/21	Electric Summary 01/21	\$ 19,871.12
Tampa Electric Company	002002	Summary Bill 12/20	Electric Summary 12/20	\$ 17,889.57
Terminix Processing Center	001999	404352591	6001 Village Center Exterior Pest Control 01/21	<u>\$ 189.00</u>
Report Total				<u>\$ 100,098.56</u>

Tab 8

SERVICES CONTRACT

CUSTOMER NAME: Fishhawk Ranch CDD IV - Attn: Debby Bayne-Wallace
PROPERTY NAME: Fishhawk Ranch CDD IV
CONTRACT EFFECTIVE DATE: June 1, 2021, through May 31, 2022
SUBMITTED BY: Gaby Uviles, Sales Support Administrator
SPECIFICATIONS: Twenty-Three (23) Ponds (53.61 Acres) located in Lutz, Florida 33547

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. **PAYMENT TERMS.** The Annual Contract Price is **\$20,023.20**. SOLitude shall invoice Customer **\$1,668.60 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, the Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION.** This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Fishhawk Ranch CDD IV

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

***1320 Brookwood Drive Suite H
Little Rock AR 72202***

Please Mail All Contracts to:

***2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453***

Customer's Address for Notice Purposes:

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



SCHEDULE A - ANNUAL POND MANAGEMENT SERVICES

Aquatic Weed Control:

1. Pond(s) will be inspected on a **two (2) times per month** basis during the months of **January through December**.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **two (2) times per month** basis during the months of **January through December**.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

1. Pond(s) will be inspected on a **two (2) times per month** basis during the months of **January through December**.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on an as needed basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Monthly Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖlitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖlitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLititude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLititude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

Site Maps

