

FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV

District Office – Tampa, Florida (813) 933-5571
Mailing Address – 3434 Colwell Avenue Suite 200, Tampa, Florida 33614
www.fishhawkcdd4.org

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

February 23, 2022

AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of FishHawk Community Development District IV will be held on **Thursday, March 3, 2022 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 February 3, 2022 Tab 1
 - B.** Ratification of Operations & Maintenance Expenditures for January 2022 Tab 2
- 4. STAFF REPORTS**
 - A.** Field Inspection Report Tab 3
 - B.** Landscape Report..... Tab 4
 - i. Consideration of Landscape Proposals..... Tab 5
 - ii. Ratification of Landscape Addendum Tab 6
 - C.** Irrigation Report Tab 7
 - D.** Aquatic Services Report..... Tab 8
 - E.** District Counsel
 - F.** District Engineer
 - i. Consideration of Stormwater Analysis Proposal..... Tab 9
 - G.** HOA Property Manager
 - H.** District Manager Tab 10
- 5. BUSINESS ITEMS**
 - A.** Consideration of Aquatic Maintenance Proposals..... Tab 11
 - B.** Consideration of Pet Waste Station Proposal Tab 12
- 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, February 3, 2022 at 10:02 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
Jeffrey Stewart	Board Supervisor, Assistant Secretary
Brian Steever	Board Supervisor, Assistant Secretary
Esther Wisdom	Board Supervisor, Assistant Secretary (via conf. call)

Also present were:

Debby Wallace	District Manager; Rizzetta & Company, Inc.
Erin McCormick	District Counsel; Erin McCormick Law
John Toborg	Field Services Manager, Rizzetta & Company, Inc. (via conf. call)
Heather Bates	HOA Property Manager
Gregory Funk	Representative, Brightview
Gail Huff	Representative, Ballenger Irrigation
Audience	Present

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

An audience member addressed the Board regarding the pond outside of Sagewood.

THIRD ORDER OF BUSINESS

**Consideration of Minutes of Board of
Supervisors' Regular Meeting Held
January 6, 2022**

Ms. Wallace presented the minutes of Board of Supervisors' meeting held January 6, 2022 to the Board. The Board made one correction.

On a Motion by Mr. Stewart, seconded by Ms. Kennington, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' meeting held on January 6, 2022, as presented, for the FishHawk Community Development District IV.

FOURTH ORDER OF BUSINESS

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

Ms. Wallace presented the December 2021 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 December 2021 (\$107,547.21) for the FishHawk Community Development District IV.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Field Services Report

Mr. Toborg presented the field inspection report to the Board.

B. Landscape Report

Mr. Funk reviewed his report with the Board.

The Board requested a digital picture of Ribbon Palm Cluster option for \$4,705.08 and send it to Mr. Rothrock for review and approval prior to adding to the agenda.

On a Motion by Mr. Stewart, seconded by Ms. Kennington, with all in favor, the Board of Supervisors approved the Brightview Addendum #7, Install sod along Watercolor near Boyette \$699.55, Install Blue Daze in beds \$1,313.77, Change out annuals \$5,170.00 and Blue Hydrangea at Soccer Park \$2,958.25, for the FishHawk Community Development District IV.

On a Motion by Mr. Rothrock, seconded by Ms. Kennington, with all in favor, the Board of Supervisors approved the Brightview Addendum #6, Correction to Sagewood removal and replacement \$1,185.87, Parkside Ridge and Rolling Dune Tract \$872.78, Tree Care Services \$4,200.00, Tree Care Services \$6,475.00, for the FishHawk Community Development District IV.

C. Irrigation Services Report

Ms. Huff reviewed her report with the Board.

D. Aquatic Services Report

Ms. Wallace presented the aquatic report to the Board. The Board directed Ms. Wallace collect 3 proposals for lake maintenance services.

E. District Counsel

Ms. McCormick updated the Board regarding the conference call with the Chairman, HOA, District Engineer and Ballenger Irrigation for the shared cost agreement. Ms. McCormick is drafting the agreement for the Board's review.

Ms. McCormick reviewed the Stormwater Needs Analysis.

Ms. McCormick reviewed with the Board an email from Amanda King with Newland Communities distributed under separate cover.

On a Motion by Mr. Stewart, seconded by Ms. Kennington, with all in favor, the Board of Supervisors authorized the Chairman to enter into an agreement to authorize an adjacent landowner to discharge water into a CDD pond, subject to District Engineers review and calculation for contribution and to limit the discharge authorization to the current project only, for the FishHawk Community Development District IV.

F. District Engineer

Not present.

G. HOA Property Manager

No report. Ms. Bates requested the Board look at 2 common areas at Watercolor and Village Center Drive.

H. District Manager

The next CDD meeting will be held March 3, 2022 at 10:00 a.m. The Board requested Ms. Wallace collect 3 proposals for Holiday Lighting.

The proposal for benches will be discussed during budget season.

SIXTH ORDER OF BUSINESS

Supervisor Comments

No supervisor requests.

SEVENTH 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 11:58 a.m. for the FishHawk Community Development District IV.

Assistant Secretary

Chair / Vice Chair

Tab 2

FISHHAWK IV COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

**Operation and Maintenance Expenditures
January 2022
For Board Approval**

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

The total items being presented: **\$146,769.68**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Fishhawk IV Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2022 Through January 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Ballenger & Company, Inc.	002185	21597	Irrigation Maintenance/Repairs 12/21	\$ 930.00
Brian T Steever	002194	BS010622	Board of Supervisors Meeting 010622	\$ 200.00
Brightview Landscape Services, Inc.	002186	7587746	Remove Tree 10/21	\$ 772.50
Brightview Landscape Services, Inc.	002186	7599678	Landscape Maintenance 11/21	\$ 18,410.83
Brightview Landscape Services, Inc.	002186	7638292	Pond Landscape 11/21	\$ 1,843.41
Brightview Landscape Services, Inc.	002186	7638294	Fertilize 11/21	\$ 1,250.00
Brightview Landscape Services, Inc.	002186	7638295	Remove Tree 11/21	\$ 500.00
Brightview Landscape Services, Inc.	002186	7638297	Fertilize 11/21	\$ 715.00
Brightview Landscape Services, Inc.	002186	7638298	Fertilize 11/21	\$ 6,815.00
Brightview Landscape Services, Inc.	002188	7655030	Landscape Mulch 11/21	\$ 43,350.00
Brightview Landscape Services, Inc.	002198	7677881	Landscape Mulch 12/21	\$ 2,475.00
Brightview Landscape Services, Inc.	002198	7677890	Fertilizer 12/21	\$ 1,779.77

Fishhawk IV Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2022 Through January 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Brightview Landscape Services, Inc.	002198	7686884	Landscape Maintenance 01/22	\$ 18,410.83
Brightview Landscape Services, Inc.	002198	7701683	Annuals 12/21	\$ 5,170.00
Daniel Gray Rothrock	002193	DR010622	Board of Supervisors Meeting 010622	\$ 200.00
Dayna J. Kennington	002192	DK010622	Board of Supervisors Meeting 01/06/22	\$ 200.00
Erin McCormick Law, PA	002191	10555	Legal Services 12/21	\$ 1,415.36
Esther Wisdom	002196	EW010622	Board of Supervisors Meeting 010622	\$ 200.00
Grau & Associates, Inc.	002189	21798	Auditing Services FYE 09/30/2021	\$ 2,000.00
Hillsborough County BOCC	20220131-1	1416996147 12/21	Summary Bill 12/21	\$ 384.97
JBW Designs LLC dba Poop 911	002190	5069078	11 Doggie Stations 12/21	\$ 400.83
Jeffrey Stewart	002195	JS010622	Board of Supervisors Meeting 010622	\$ 200.00
Playground Guardian LLC	002201	12632	Playground Inspections 10/21	\$ 1,450.00
Rizzetta & Company, Inc.	002199	INV0000063164	District Management Services 12/21	\$ 4,424.67

Fishhawk IV Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2022 Through January 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	002187	INV0000064608	District Management Services 01/22	\$ 4,524.67
Solitude Lake Management, LLC	002200	PI-A00734356	Lake & Pond Management Services 01/22	\$ 1,668.60
Tampa Electric Company	20220131-2	211009775761 12/21	13773 FishHawk Blvd 12/21	\$ 28.44
Tampa Electric Company	20220131-2	211009776033 12/21	5601 Balcony Bridge Place 12/21	\$ 92.90
Tampa Electric Company	20220131-2	211017320014 21/21	Village Center Dr 12/21	\$ 8,603.65
Tampa Electric Company	20220131-2	Summary Bill 12/21	Electric Summary 12/21	<u>\$ 18,353.25</u>
Report Total				<u>\$ 146,769.68</u>

Tab 11



FishHawk IV CDD

Waterway maintenance proposal



Aquatic Weed Control, Inc.

Your **CLEAR** choice in waterway management since 1992.

Orlando • Tampa • Fort Myers • Daytona Beach

407-859-2020 • 800-543-6694 • www.AquaticWeedControl.net

We are Aquatic Weed Control, Inc.

Aquatic Weed Control was established in Orlando in 1992 to provide cost-effective and innovative ways to solve aquatic vegetation problems. We are headquartered in Orlando with service locations in Tampa, Ft. Myers and Daytona Beach. Our longstanding reputation for quality service and friendly staff is not an accident. It is our sound belief in combining quality service with dedication that has guided our company over the years.

Our Staff

Our employees, in the office and in the field, truly care about each client and strive to meet and exceed the client's expectations.

Teamwork is a vital part of our success. Our clients trust AWC for a wide range of environmental services. And likewise, we're proud to work closely with our clients. That is how we build relationships that last.



Our Clients

- Home Owners Associations
- Property Management Companies
- Office and Industrial Parks
- Businesses of all sizes
- Condominium and Apartment Complexes
- Golf Courses
- Amusement Parks
- Hospitals and Hotels
- City, County and State Agencies
- Environment Consulting Firms
- Developers and Construction Companies
- And more



Resources

Whatever the job requires, Aquatic Weed Control has what it takes.



Our fleet of **pickup trucks** are equipped with trailers that can haul an ATV, skiff or airboat. You will see them often as they travel from account to account.



ATVs, or all-terrain vehicles are the ideal equipment for spraying along the shorelines of most waterways. Our fleet is especially equipped so our technician can travel easily around a waterway.



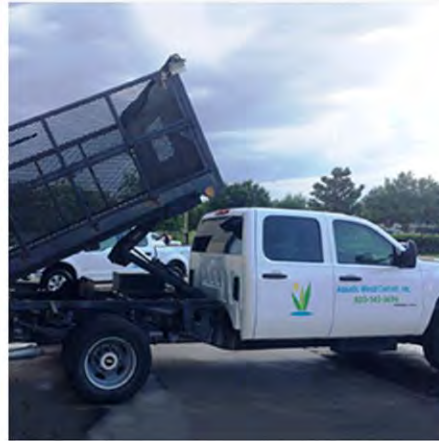
Skiffs are small boats that are equipped with trolling motors and specialized equipment. They are ideal for larger ponds where the weeds are too far away from the shoreline to be reached by a backpack or an ATV.



An **airboat** can navigate easily through shallow swamps and marshes. They can travel over and through patches of invasive plants where a regular boat propeller would get entangled.



Backpacks are used to individually target specific non-native plants. Our technician can walk into small, tight areas where larger equipment cannot get access.



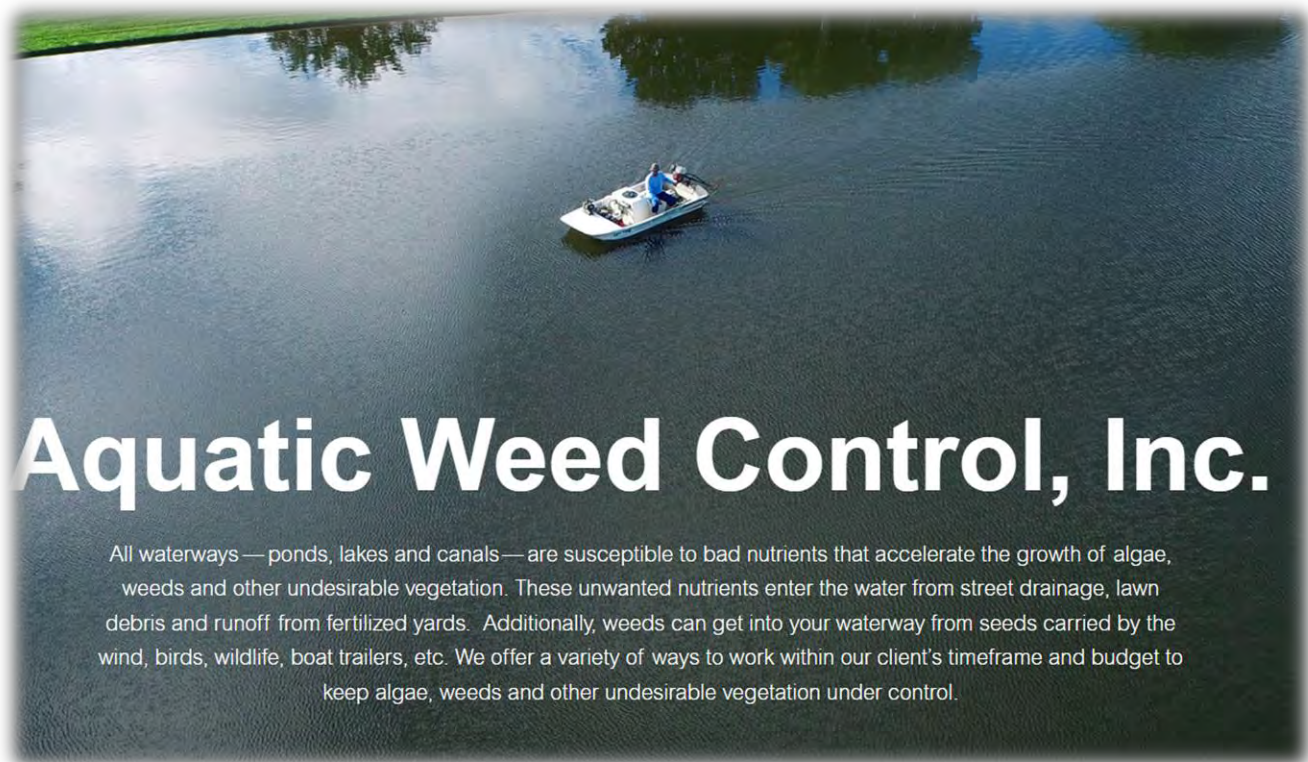
Dump trucks are built to haul heavy loads and dump them easily. When debris is removed from a site, a dump truck is ideal for hauling and disposing of debris.



Swamp buggies are made to move around in swamps. With 4-wheel drive and over-sized tires, they can easily travel over dry land, sandy soil, mud and marshes.

Our Licenses

- Florida Commercial Aquatic Plant Management
- Florida Natural Areas Weed Management
- Florida Right-of-Way Vegetation Management
- CSX Railroad Certified Contractor
- Certified Department of Environmental Protection, Stormwater Inspectors
- Department of Environmental Protection, Best Management Practices Certification



Aquatic Weed Control, Inc.

All waterways — ponds, lakes and canals — are susceptible to bad nutrients that accelerate the growth of algae, weeds and other undesirable vegetation. These unwanted nutrients enter the water from street drainage, lawn debris and runoff from fertilized yards. Additionally, weeds can get into your waterway from seeds carried by the wind, birds, wildlife, boat trailers, etc. We offer a variety of ways to work within our client's timeframe and budget to keep algae, weeds and other undesirable vegetation under control.

ALGAE CONTROL

Though some algae and aquatic weeds are a necessary part of a healthy ecosystem, too much is not a good thing. Algae can be especially troublesome as it is present year-round in Florida and thrives during the warmer months when it can double in size every 4 hours. Our professional aquatic weed control programs can make all of these aquatic nuisances manageable.

Algae molecules are in every waterway just waiting to be fed. Run-off and grass clippings from fertilized yards put additional nutrients into the water that can accelerate the growth of unwanted vegetation.

As part of a water management plan, we suggest:

- Grass clippings are NOT blown into the water
- Use a phosphorus free fertilizer and do NOT fertilize within 10 feet of the shoreline

Biological controls can be introduced into an infested body of water that work day after day to assist an herbicide maintenance program in controlling algae and unwanted vegetation.

- New ponds should be dug deep enough to prevent light from reaching the bottom and located where they will not be fed nutrients that can wash down from larger nearby ponds.
- Have a good water run-off management plan in place. With all the rain we get in Florida this is vital. Nutrients from other sources run into a waterway and encourage new growth and stimulate any seeds in the water. Nutrients come from street drainage, yard debris and fertilized grass clippings.
- Plant native plants along the shoreline. Native plants compete with algae and other unwanted vegetation for nutrients and sunlight. These weed control agents also help oxygenate the water which promotes the breakdown of bacteria and provides food and protection for fish and water fowl.

When native plants are planted along the shoreline they act as a filtering agent. When it rains, the run-off from fertilized yards and streets hit the native plants first which soak up the nutrients before they can get into the waterway. The nutrients are often good for the plants but they are bad for a waterway.

Before



After



Observation and recommendation report for: FishHawk Ranch CDD IV

Inspection Report prepared for the CDD and management

By Tad Roman on December 30, 2021

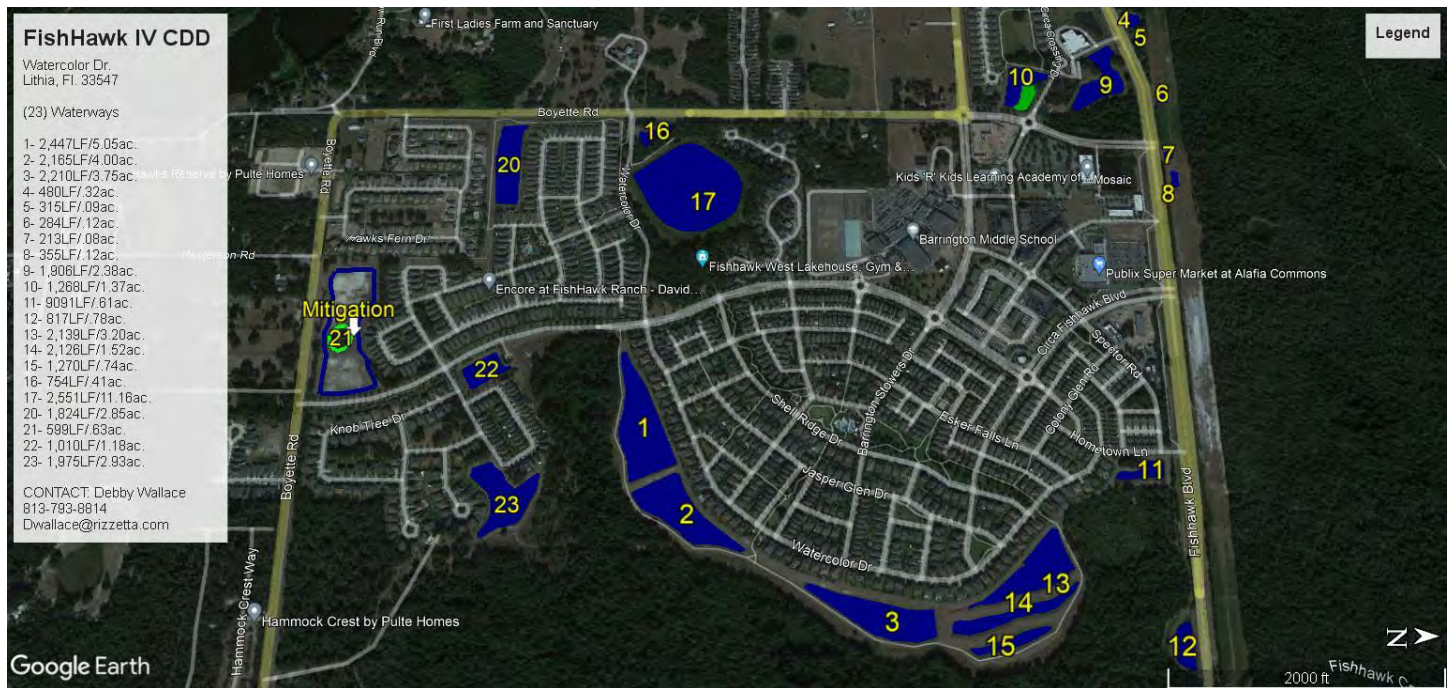
The following (23) waterways were visually assessed today: 1 through 17. Waterways 20-21 inspect 2/17/2022.

Weather was 67 deg. with SSE mph wind and foggy.

Water levels we're low.

Walking through the right of ways and along waters edges I did not notice any mosquitos or midge flies.

Below is an up-to date site map with pictures of all (23) waterways with our observations and our treatment recommendations. PROPOSAL AT THE END.





3
Cogon grass &
cattails



3 S end



3

Minor primrose



4

Heavy water meal and
moderate algae

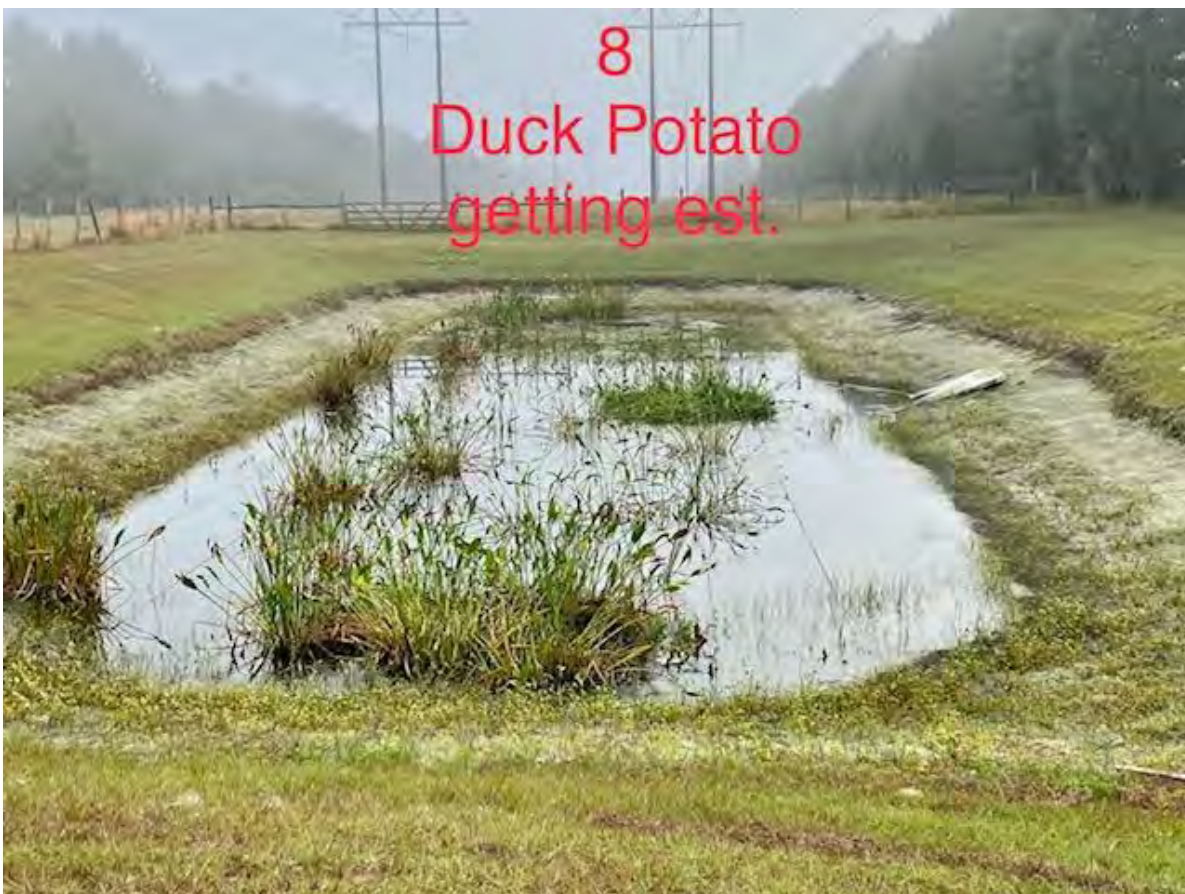


No access, heavy watermeal,
cattail, torpedo grass. Will have
to pull hose's in to treat.

5

Water level low, well
established Giant bullrush
and duck potato and minor
torpedo grass.

6





11

Heavy watermeal,
slender spike rush
and algae.



12

Heavy brush and
cattails



13
Heavy cattails N.
End



13



14
Minor Cogon
grass N end



14 S end



15
Minor cattails N END



16





Recommendations

- Implement a routine maintenance program with inspections and monthly treatment reports.
- Monitor all ponds for Algae growth and target on contact.
- Treat all sites for invasive shoreline weeds.
- Target the algae in ponds 4, 9, 10 and 11.
- Target the slender spikerush in ponds 11 and 16.
- Target the watermeal in ponds 4, 5, and 11.
- Target the primrose, cattails and cogon grass in 1, 3, 5, 12, 13, 14 and 15.
- The stocking of blue tilapia to help the control algae and watermeal. We recommend (500) Tilapia per acer. (We can supply)



Blue Tilapia
(*Oreochromis aureus*)

Blue Tilapia commonly grow to 2-4 lbs. They can grow to 5-6 lbs by the time they are 3-5 years old. The largest Blue Tilapia caught in Florida was 21 inches long and weighed 9.6 lbs!

Blue Tilapia grow fast and tolerate a wide range of water conditions. They work great in aquaponics systems. They thrive in warm waters rich with vegetation and algae. They spawn when water temperatures reach 68 degrees and up. Brood size can range from 100 to 2000 eggs depending on the size of the female. The male constructs the nest and immediately after he fertilizes the eggs, the female picks them up in her mouth and swims away. Blue Tilapia primarily feed on plankton, detritus on the bottom of the lake or pond, and vegetation such as duckweed, watermeal, chara, water hyacinth, water lettuce and filamentous algae to name a few. Blue Tilapia also provide a great food source for large mouth bass because of the number of young and frequency of breeding. They can over populate if their numbers are not controlled by other fish such as bass or catfish.

OTHER SERVICES WE PROVIDED

Wetlands

Florida's natural lands and water resources require special attention to keep them in their naturally functioning ecosystem condition. Some of these functions are to store floodwaters, improve water quality, maintain water flow and provide food, nesting and protection for fish and wildlife.

Aquatic Weed Control, Inc. has been developing and providing wetland programs for years. All of this experience is what brings HOAs, Builders, Commercial Developers and Consulting Firms back to us over and over again, year after year.

We work with the client to plan a strategy to get a wetland area cleaned up and working properly. Our experience and trained staff know which plants are aggressive and undesirable and which ones provide a benefit to any wetland.

We are always ready to work closely with the State, local agencies and the client to restore an area to as close to its natural conditions as possible by means of:

- **Creation** – We can construct a wetland in an isolated area
- **Enhancement** – Increase the function of an existing wetland
- **Mitigation** – To compensate for losses to a wetland area, another wetland can be enhanced, restored or created
- **Installation** – In Littoral areas, our trained staff will install native aquatic plants to help remove pollutants from a waterway. The plants act as a filtering agent.

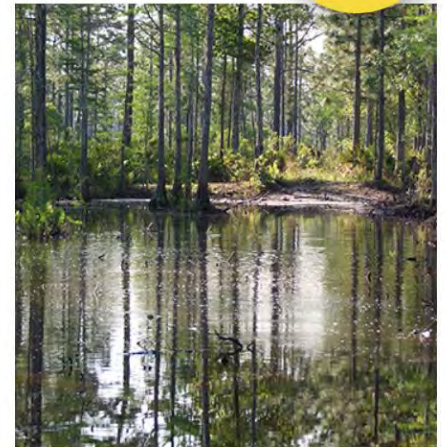


You can count on the cooperation of AWC to be part of your team working hand in hand with government, environmental consulting firms and you, our client. AWC will ensure your project is a success and that a maintenance program is put in place that clearly makes a difference.

Native Plantings

Planting of native plants and trees is an area where we excel. We always work closely with our clients on any size planting project. We have an outstanding reputation for completing projects that exceed expectations.

Introducing native plants and trees into an area is an excellent way to mitigate, or offset, undesirable ecological factors. State and County governments also may require mitigation for environmental reasons including:



Wetlands impacted by development

When natural plants are removed it becomes a question of which plants will survive well in their new neighborhood without needing a lot of fertilizers and water. During construction, the land is moved around and/or more earth is brought in and the drainage usually changes. You need a company that can take all of this into consideration and help the developer make an informed decision. Plants that are native to Florida have adapted over the years to Florida's changing climate and require less water and fertilizers. Also, native trees are more likely to withstand hurricanes and tropical storms.

Preserving the ecosystem:

When native plants are removed, that also removes the food, habitat and shelter for butterflies, birds and animals. Native plants preserve the natural ecosystem.

Filtering and gathering nutrients:

When native plants are planted along the shoreline of ponds and lakes, they act as a filtering agent. When it rains, the run-off carries nutrients from streets and fertilized lawns into waterways. The nutrients are often good for the plants but they are bad for a waterway. Nutrients also feed any unwanted seeds or algae close by and encourage growth.

Shoreline stabilization:

Native plants that are strategically planted along a shoreline where rainwater runs off into ponds can help stabilize the shoreline and prevent erosion. The plant's roots grow and weave together acting as a web to strengthen the soil. We can help you with a selection of plants best suited for this purpose.

Improving aesthetics:

Native plants are an excellent choice when you want to improve the landscape around and near your waterway. As an example, Bald Cypress trees are an elegant addition to an area and since they are native, they thrive in Florida's changing climates.

In addition to plant selection, a successful planting project includes:

- Working closely with the client on a project and utilizing our experienced personnel
- Performing an on-site inspection before making any recommendations
- Identifying key access points, size of the area and soil conditions
- Using our knowledge of proper plant selection, size and quantities
- Thorough follow up and maintenance

AWC's highly experienced and trained personnel will work closely with each client to make sure they have quality plants, properly installed to ensure success.



Removals

Removals can be done using herbicides, mechanical and hand-held equipment or a combination of all three.

Herbicides: We use only EPA approved herbicides. Most are designed to target certain plants and kill on contact, while others are absorbed through their foliage and take about 7 – 10 days. Our technicians are thoroughly trained and licensed by the State in order to do their job properly every day for our clients.

Mechanical removal: This is an effective and efficient way to control or eliminate unwanted plants and trees. Some non-native plants grow so large that machines need to be brought onto a site to assist with the removal.

We look at all removal projects and determine which removal process will work the best. Our experienced operators can operate any kind of equipment needed to complete a project.

As we all know, getting rid of weeds or unwanted trees or shrubs is no picnic unless you have the right equipment.

Our trained staff can quickly and positively identify nuisance plants and remove them with minimal impact on neighboring native vegetation. Whether we are dealing with just a few trees or a large-scale acreage, specialized equipment enables us to get rid of these unwanted trees and remove the debris from the worksite, quickly and efficiently.

Whether it's an over-grown lakefront or an entire canal system that is clogged with growth, we have the training and expertise to make it all go away.



Erosion Control

Erosion can be a real problem during heavy rains when the water pours into waterways and causes the bank to erode. This action depletes the surface soil and causes the edges to crack and fall into the water.

Our team of experts can help the situation from getting worse and take action to repair the damage.

Erosion Blanket: These blankets consist of degradable natural threads like hemp or coconut fibers that are pinned in place along shorelines. They provide protection and promote vegetation taking root.

New vegetation is planted throughout the blanketed area. The blanket holds the shoreline in place and slowly degrades as the new plants take root and control the area on their own.





Aquatic Weed Control, Inc.

Your **FLORIDA** Choice in Waterway Management Since 1962

THIS AGREEMENT made the dates set forth below, by and between **Aquatic Weed Control, Inc.** hereinafter "AWC", and

FishHawk Ranch CDD IV
c/o Rizzetta & Company
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625
Debby Wallace 813-994-5571 dbwallace@rizzetta.com

03/01/2022 – 02/28/2023

Hereinafter called "**CUSTOMER**", The parties hereto agree as follows:

AWC agrees to maintain the following waterway(s) treatment area(s) in accordance with the terms and conditions of this agreement.

Customer agrees to pay **AWC** in the following amount and manor:

(23) Ponds associated with FishHawk Ranch CDD IV

- | | |
|---|-----------------------|
| - Initial startup charge | \$ n/a |
| - Shoreline grass and brush control | \$ 1,589.00 (monthly) |
| - Submersed and floating vegetation control | \$ Included |
| - Additional treatments as required by AWC | \$ Included |
| - A monthly report of all waterways treated | \$ Included |

Total monthly investment for the \$ 1,589.00

Scheduled treatments will be provided monthly (approximately once every 30 days) with inspections twice a week.

Payments for this service will be due within 30 days of the invoice date. Unpaid invoices will accrue interest at 1.5% per month.

AWC maintains 2 million dollars general liability, 1 million dollars commercial auto, pollution liability, herbicide/pesticide operations, watercraft liability, workers compensation and 5 million dollars excess umbrella. Certificates will be provided upon request.

ACCEPTANCE OF AGREEMENT

Tad Roman

Aquatic Weed Control, Inc.

Customer's Signature

Title

Print Signature

Date

Print Company Name



Aquatic Weed Control, Inc.

Yale, FL • Choice in Waterway Management Since 1942

Addendum to Water Management Agreement

1. AWC's Water Management Agreement will be conducted in a manner consistent with good water management practice utilizing the following methods and techniques when applicable: Periodic treatments to maintain reasonable control of excessive growth of aquatic vegetation. CUSTOMER understands that some vegetation is required in any body of water to maintain a balanced aquatic ecological system.
2. It is CUSTOMER'S responsibility to notify AWC of all work areas that are required mitigation areas in which desirable plants have been installed. AWC assumes no responsibility for damaged plants where CUSTOMER has failed to notify AWC.
3. Price quoted is null and void if signed agreement is not returned to AWC within 30 days of proposal date.
4. Water use restrictions after treatment are not often required. When restrictions are required, AWC will notify CUSTOMER in writing of all restrictions that apply. AWC will not be held liable for damages resulting from CUSTOMER'S failure to follow water use restrictions.
5. AWC will not be responsible for the manual removal of dead vegetation such as cattails and grass which may take several seasons to decompose.
6. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in the performance of any obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or other cause beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
7. * Upon the anniversary date, this agreement will be automatically extended for additional twelve (12) month periods unless CUSTOMER provides written notice stating otherwise.
8. Either party may cancel this agreement with 30 days prior written notice. Upon cancellation, all outstanding balances will be due in full. CUSTOMER agrees to notify AWC in writing prior to any changes in ownership or property management. Changes in ownership or property management will not constitute termination of this agreement.
9. AWC agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of AWC; however, AWC shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause beyond our control.
10. CUSTOMER agrees to pay AWC in a timely manner, consistent with the terms and conditions of this agreement. Should CUSTOMER fail to make timely payments, AWC may, at its option, charge interest, impose a collection charge and/or file a mechanics lien for all monies past due plus interest, collection costs and reasonable attorney's fees.
11. CUSTOMER agrees to pay any government- imposed tax including sales tax.

ACCEPTANCE OF ADDENDUM

Tad Rorer

Aquatic Weed Control, Inc.

Customer's Signature

Date

FISHHAWK IV CDD

THANK YOU FOR YOUR TIME AND YOUR CONSIDERATION!



Aquatic Weed Control, Inc

Tad Roman

407-402-3309

For more information on us please visit

www.Aquaticweedcontrol.net

Blank Tab

Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and FishHawk IV CDD hereafter called "customer"

Customer: FishHawk IV CDD
C/O: Rizzetta & Company
Contact: Mrs. Debby Wallace
Address: 5020 W Linebaugh ave suite 240 Tampa, FL 33624
Email: dwallace@rizzetta.com
Phone: 813.793.8814

Sitex agrees to provide aquatic management services for a period of 12 months In accordance with the terms and conditions of this agreement in the following sites:

Eleven (11) wet ponds (20acres) & Twelve (12) dry ponds (33acres) located in the FishHawk IV CDD in Lithia, FL (see attached map)

Dry ponds will have inspections & herbicide treatments of vegetation when water is present

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

- | | |
|--|----------|
| 1. Shoreline Grass and Brush Control | Included |
| 2. Underwater, Floating and Algae Treatment | Included |
| 3. All Services Performed by State Licensed Applicator | Included |
| 4. Treatment Report Issued After Each Visit | Included |
| 5. Use of EPA Regulated Materials Only | Included |
| 6. Algae callback service as needed | Included |
| 7. Non-construction Trash | Included |

Service shall consist of Twenty-Four (24) Inspections a year with treatments as needed

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 4/01/22 thru 4/01/23
Agreement will automatically renew as per Term and Conditions:

Monthly Lake Service Amount: \$1,350.00
Total Annual Maintenance Cost: \$16,200.00

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

Joseph T. Craig

02/15/2022

Accepted By

Date

Submitted by: Joe Craig

Date

Terms & Conditions

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated though an addendum.

The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two percent (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.

Additional Services requested by the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.

Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.

Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. • Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.

Sitex shall maintain the following insurance coverage and limits;

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage. • This Agreement shall be governed by the laws of the state of Florida.

FISHHAWK IV CDD

6001 VILLAGE CENTER DR
LITHIA, FL 33547
23 PONDS



Blank Tab

From: Jason Jasczak <jason.jasczak@solitudelake.com>
Sent: Thursday, February 17, 2022 1:15 PM
To: Debby Bayne-Wallace <dbwallace@rizzetta.com>
Cc: Jordan Meissner <jmeissner@solitudelake.com>; Peter Simoes
<peter.simoese@solitudelake.com>
Subject: [EXTERNAL]Re: [EXTERNAL]Re: [EXTERNAL]Re: [EXTERNAL]Re:
Fishhawk CDD IV - Request for Proposals

Hi Debby,

Thank you for getting back to me so quickly. We will match the lowest bid.

Have a great day.

Jason

On Thu, Feb 17, 2022, 1:04 PM Debby Bayne-Wallace <dbwallace@rizzetta.com>
wrote:

Hi Jason,

The lowest bid is \$16,200 per year.

If you agree to match the lowest bid, I will let the board know. The board will make the final decision though.

Thank you.

Debby

From: Jason Jaszczak <jason.jaszczak@solitudelake.com>
Sent: Thursday, February 17, 2022 8:42 AM
To: Debby Bayne-Wallace <dbwallace@rizzetta.com>; Jordan Meissner <jmeissner@solitudelake.com>
Cc: Peter Simoes <peter.simoes@solitudelake.com>
Subject: [EXTERNAL]Re: [EXTERNAL]Re: [EXTERNAL]Re: Fishhawk CDD IV - Request for Proposals

Good morning Debby,

Solitude will be moving forward with our current pricing. The current price includes: aquatic vegetation control (shoreline weeds, floating weeds,

submersed weeds and algae), lake dye (as needed), debris removal and littoral shelf maintenance. Solitude would also like the opportunity to match any

lower bid and have the first right to refusal due to this not being a performance issue.

Please let me know if you have any questions or concerns.

Have a great day!

Thank you,

Jason Jaszczak
Business Development Consultant
Fisheries Scientist



P: 888.480.5253 | **M:** 813.819.4582



solitudelakemanagement.com