FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV

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

Board of Supervisors FishHawk Community Development District IV November 23, 2022

AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of FishHawk Community Development District IV will be held on **Thursday**, **December 1**, **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.	CAL	L TO ORDER/ROLL CALL
2.	AUD	IENCE COMMENTS
3.	BUS	INESS ADMINISTRATION
	Α.	Consideration of Minutes of Board of Supervisors'
		Regular Meeting held on October 6, 2022 Tab 1
	B.	Ratification of Operations & Maintenance
		Expenditures for September 2022 Tab 2
4.	STA	FF REPORTS
	A.	Landscape Inspection Services ReportTab 3
	В.	Landscape Report
		i. Consideration of Landscape AddendumTab 4
	C.	Irrigation ReportTab 5
	D.	Aquatic Services ReportTab 6
	E.	District Counsel
	F.	District Engineer
	G.	HOA Property Manager
	Н.	District ManagerTab 7
5.	BUS	INESS ITEMS
	Α.	Update Regarding Refinancing of Bonds
	В.	Consideration of CDD/HOA Shared
		Irrigation AgreementTab 8
	C.	Ratification of Encore Well & Pump System Proposal Tab 9
	D.	Consideration of Resolution 2023-01;
		Designating OfficersTab 10
6.		ERVISOR REQUESTS
7	VD I	

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

1 2	ı	MINUTES OF	MEETING		
3 4 5 6	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.				
7 8		FISHHA	WK		
9	COMMUNI	_	PMENT DISTRICT IV		
10	-	. 5			
11 12 13 14	Development District IV was held	on Thursday,	Supervisors of the FishHawk Community October 6, 2022 at 10:04 a.m. at the Lake 6001 Village Center Drive, Lithia, Florida		
15 16 17	Present and constituting a quorur	n were:			
18 19 20 21 22 23 24	Dayna Kennington Daniel Rothrock Brian Steever Jeffrey Stewart Esther Wisdom	Board Supe Board Supe Board Supe (via conf. ca	rvisor, Assistant Secretary		
25 26 27	Also present were:				
28 29 30 31 32 33	Debby Wallace Erin McCormick John Toborg Patti Picciano Gail Huff	District Cou Field Servic HOA Propert	ager; Rizzetta & Company, Inc. Insel; Erin McCormick Law es Manager, Rizzetta & Company, Inc. by Manager tive, Ballenger Irrigation		
34	Audience	Present			
35 36 37	FIRST ORDER OF BUSINESS		Call to Order and Roll Call		
38	Ms. Wallace called the me	eting to order	and read roll call, confirming a quorum.		
39 40	SECOND ORDER OF BUSINES	s	Audience Comments		
41 42	An audience member addr	essed the Boa	ard regarding HOA helping with pet stations.		
43 44 45 46	THIRD ORDER OF BUSINESS		Consideration of Minutes of Board of Supervisors' Regular Meeting Held September 1, 2022		

47 48 Ms. Wallace presented the minutes of Board of Supervisors' meeting September 1, 2022 to the Board. 49 50 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 September 1, 2022, as presented, for the FishHawk Community Development District IV. 51 52 FOURTH ORDER OF BUSINESS 53 54 55 56 57 to the Board. 58 59 60 FIFTH ORDER OF BUSINESS 61 Field Services Report 62 Α. 63 64 Landscape Report 65 В. 66 67 inspection report. 68 69 70 71 C. 72 73 74

of Ratification **Operations** & **Maintenance Expenditures for August**

Ms. Wallace presented the August 2022 Operation & Maintenance Expenditures

On a Motion by Ms. Kennington, seconded by Mr. Steever, with all in favor, the Board of Supervisors ratified the Operations & Maintenance expenditures for August 2022 (\$63,701.85) for the FishHawk Community Development District IV.

Staff Reports

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

Mr. Stroop distributed a response to the August 22, 2022 landscape

On a Motion by Mr. Rothrock, seconded by Ms. Kennington, with all in favor, the Board of Supervisors approved Addendum #17 as presented in the amount of \$2,200.00 for the FishHawk Community Development District IV.

On a Motion by Ms. Kennington, seconded by Mr. Rothrock, with all in favor, the Board of Supervisors approved Addendum #16 as presented in the amount of \$2,580.75 for the FishHawk Community Development District IV.

Aquatic Services Report

75

The Board reviewed the aquatic report.

76 77 78 79 80	D.	Irrigation Services Report Ms. Huff distributed the Octo Board.	ober 6, 2022 irrigation report and reviewed for the
81 82 83 84	E.	District Counsel Ms. McCormick provided an cost agreement with the HO	update on the draft irrigation maintenance shared A & Encore.
85 86 87	F.	District Engineer Not present.	
88 89 90 91	G.	HOA Property Manager Ms. Picciano reported that a tand Ms. Wallace will investigat	tree was down on Watercolor by Encore. Brightview te.
92 93 94	Н.	District Manager The next CDD meeting will be	pe held November 3, 2022 at 10:00 a.m.
95 96 97	SIXTH ORD	ER OF BUSINESS	Consideration of CDD/HOA Shared Irrigation Agreement
98 99	Ms. M	IcCormick reviewed under sta	aff reports.
100 101 102	SEVENTH C	ORDER OF BUSINESS	Ratification of Ballenger Repair Proposal
103 104 105 106	strike claim.		e the only expense associated with the lightning as a \$2,500.00 deductible. The Board directed
106 107 108 109	EIGHTH OR	DER OF BUSINESS	Ratification of EGIS Insurance Proposal
	Supervisors		ded by Mr. Rothrock, with all in favor, the Board of ance Proposal, for the FishHawk Communit
110 111		<u> </u>	

118 119 120	NINTH ORDER OF BUSINESS	Ratification of Not-to-Exceed for Storm Clean-up			
	Supervisors ratified the District Manage Chairman's approval of \$8,000.00 and	I by Ms. Kennington, with all in favor, the Board of er approval of \$5,000.00 and District Manager & Board of Supervisors approval of Not-to-Exceed n-up, for the FishHawk Community Development			
121 122 123	TENTH ORDER OF BUSINESS	Supervisor Comments			
124 125	There were no supervisor commer	nts.			
125 126 127	ELEVENTH ORDER OF BUSINESS	Adjournment			
	_	ded by Mr. Rothrock, with all in favor, the Board of 42 a.m. for the FishHawk Community Development			
128 129					
130	Assistant Secretary	Chair / Vice Chair			

Tab 2

FISHHAWK IV COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Riverview, Florida</u>

Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

Operation and Maintenance Expenditures September 2022 For Board Approval

\$94,398.08

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2022 through September 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:				
Approval of Expenditures:				
Chairperson				
Vice Chairperson				
Assistant Secretary				

Fishhawk IV Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2022 Through September 30, 2022

Vendor Name	Check Number	Invoice Number	<u>Description</u>	Invoi	ice Amount
BCI Entities, LLC	100020	222140	Irrigation Repairs 08/22	\$	1,835.00
BCI Entities, LLC	100033	222161	Irrigation Maintenance 09/22	\$	4,550.00
Brian T Steever	100026	BS090122	Board of Supervisors 09/01/2022	\$	200.00
BrightView Landscape Service	ee 100034	8045887	Monthly Landscape Maintenance 09/22	\$	18,560.83
BrightView Landscape Service	ee 100034	8074823	Remove Tree - Encore Entrance 09/22	\$	250.00
Dayna J. Kennington	100027	DK090122	Board of Supervisors 09/01/22	\$	200.00
Egis Insurance Advisors, LLC	100028	16557	Policy #100119716 Renewal 10/01/22- 10/01	, \$	11,532.00
Erin McCormick Law, P.A.	100021	10608	Legal Services 08/22	\$	3,372.27
Esther Wisdom	100029	EW090122	Board of Supervisors 09/01/2022	\$	200.00
Fourqurean Well Drilling	100023	1128	Install Pump Controller & Pressure Gauge - \	/ \$	5,965.00
Fourqurean Well Drilling	100030	1133	Well Service 09/22	\$	1,202.00
Hillsborough County BOCC		1416996147 9/22	Summary Bill 09/22	\$	228.69
Illuminations Holiday Lighting	, 100024	68822	50% Deposit - Holiday Decorations 09/22	\$	2,925.00
Jeffrey Stewart	100031	JS090122	Board of Supervisors 09/01/2022	\$	200.00

Fishhawk IV Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2022 Through September 30, 2022

Vendor Name	Check Number	Invoice Number	Description	<u>Invo</u>	ice Amount
Johnson Mirmiran & Thomps	or 100032	32-197381	Engineering Services 08/22	\$	460.00
OnSight Industries LLC	100025	006-22-321774D	50% Deposit - Street Sign 08/22	\$	420.25
Poop 911	100035	6116793	11 Doggie Stations 08/22	\$	702.00
Rizzetta & Company, Inc.	100022	INV000070855	District Management Services 09/22	\$	4,524.67
Sitex Aquatics, LLC	100036	6600B	Monthly Lake Maintenance 09/22	\$	1,350.00
TECO		211009775761 4/11	13773 FishHawk Blvd - Pump 08/22	\$	27.99
TECO		211009776033 4/11	5601 Balcony Bridge Place WL 08/22	\$	263.35
TECO		211017320014 4/11	Village Center Dr - PH2 08/22	\$	10,997.92
TECO		321000017145 4/11	Electric Summary 08/22	\$	23,919.11
Times Publishing Company	100037	244312 9/22	Legal Advertising 09/22	<u>\$</u>	512.00

94,398.08

Report Total

Tab 8

AGREEMENT FOR FISHHAWK WEST IRRIGATION SYSTEM REPAIR AND OPERATION

This **AGREEMENT** FOR FISHHAWK WEST IRRIGATION SYSTEM REPAIR AND OPERATION (the "Irrigation Agreement") is entered into the 2022, and between **FISHHAWK COMMUNITY** by **DEVELOPMENT DISTRICT IV**, a community development district established pursuant to Chapter 190, Florida Statutes, whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the "District"); and FISHHAWK RANCH WEST HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit association, whose address is: 6001 Village Center Drive, Tampa, Florida, 33547 ("FISHHAWK HOA"), and the ENCORE AT FISHHAWK RANCH **ASSOCIATION, INC.,** a not-for-profit association whose address is: 3434 Colwell Avenue, Suite 200, Tampa, FL 33614 (the "ENCORE HOA") (collectively the District, the FISHHAWK HOA and Encore HOA are referred to herein as "Parties").

WITNESSET H:

WHEREAS, in accordance with Chapter 190, Florida Statutes, the District is responsible for the repair and operation of certain facilities and property with Fishhawk Community Development District IV serving District property, including the repair and operation of the irrigation system for the District's property, consisting of irrigation wells, controllers, and irrigation lines exceeding two inches (2") in diameter (the "Irrigation System") and

WHEREAS, portions of the Irrigation System also serve property owned by the Fishhawk HOA and the Encore HOA; and

WHEREAS, all of the Irrigation System is under one Water Use Permit which currently establishes a permitted water quantity of 119,700 gallons per day;

WHEREAS, the District, the Fishhawk HOA and the Encore HOA have determined that it is in the best interests of the property owners of the District, the Fishhawk HOA and the Encore HOA to allocate the costs and responsibility for repair and operation of the Irrigation System between the Parties, in a manner which is consistent with the benefits received by each of the respective Parties; and

WHEREAS, the District, the Fishhawk HOA and the Encore HOA have also determined that it is the best interests of the property owners of the District, the Fishhawk HOA, and the Encore HOA for each party to ensure that the permitted gallons per day water quantities allocated to each well, as set forth in Exhibit "A," attached to this Agreement, or maintained and not exceeded.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants set forth herein, the District agree as follows:

1. **Recitals.** The above recitals are true and correct, and incorporated herein, as if restated in their entirety.

2. **Intent.** It is the intent of the Parties hereto that, except as provided herein, in absence of this Agreement the Parties would operate and maintain separate irrigation wells and systems and, therefore, this Agreement serves to create a convenient and cost efficient way of allocating responsibility for the operation and maintenance of the Irrigation Wells. The Parties intend that no party shall incur any responsibility, obligation, cost, or liability that it would not have incurred but for this Agreement except as provided herein. Further, the Parties intend that, except as provided herein, each party shall retain all rights and interests that they would have if this Agreement was never entered.

3. Responsibilities of District, the Fishhawk HOA, and The Encore HOA.

A. Allocation of Operation and Maintenance Cost for Wells and Controllers.

- a. The District shall be responsible for all costs associated with the operation and maintenance of the following Wells, as described in Exhibit "B": Well Numbers: CDD 7/DID 6 (Controller I); CDD 9/DID 8 (Controller G); CDD 10/DID 9 (Controller H).
- b. The Encore HOA shall be responsible for all costs associated with the operation and maintenance of the following Well: CDD 13/DID 12.
- c. The Fishhawk HOA shall be responsible for all costs associated with the operation and maintenance of the following Well: CDD 11/DID 10 (Controller J).
- d. The costs for the following Wells shall be allocated between the District and the Fishhawk HOA in accordance with Exhibit "B": CDD 2/DID 2 (Controller D); CDD 3/DID 3 (Controller F); CDD 4/DID 4 (Controller E); CDD 6/DID 5 (Controller K).
- e. The costs for the following Wells shall be allocated between the District and The Encore HOA in accordance with Exhibit "B": CDD 12/DID 11 (Controller M); CDD 14/DID 13 (Controller L).
- f. Each party to this Agreement shall be responsible for all costs associated with the maintenance or repair of the irrigation lines on its respective property.

B. Repairs; Billing and Payment of Allocated Costs.

The District shall ensure that the designated Controllers and Wells are repaired as necessary, and operated and maintained in good working order. The District will bill the Fishhawk HOA or The Encore HOA for its respective share of the allocated costs for repair and maintenance of the Wells and/or Controllers. The Fishhawk HOA and The Encore HOA will reimburse the District for such allocated costs within thirty (30) days of receipt of billing and the appropriate supporting invoices describing the costs incurred.

C. <u>Compliance with Permitted Water Use Permit Average Gallon Per Day Water Usage.</u>

Each party to this Agreement shall ensure that the average gallon per day permitted water use capacity for each Well, as set forth on Exhibit "A" to this Agreement is not exceeded. In the event that the permitted water use capacity is exceeded for a Well that is serving only one (1) party's property, that party shall upon notice from the District, take the required action(s) to ensure that the usage is adjusted so that the permitted capacity is not exceeded. In the event that any costs are incurred as a result of that party's exceedance, that party shall be responsible for payment of all such costs, including any penalties, permit modifications or other expenses which may be incurred as a result of the exceedance.

In the event that the permitted water use capacity is exceeded for a Well that is serving two (2) parties' property, the two parties shall cooperate to ensure that all required action(s) are taken so that the usage is adjusted, and the permitted capacity is not exceeded. In the event that any costs are incurred as a result of the two parties' exceedance, the two parties shall be responsible for all costs, including any penalties, permit modifications or other expenses which may be incurred as a result of the exceedance.

- 4. Right to Repair and License to Enter Property to Accomplish Repair. Notwithstanding the division of responsibility for operating and repairing the Irrigation System, as set forth herein, if the District fails to perform a needed repair within five (5) days of written notice by any other party hereto, then any party to this Agreement may perform the needed repair. By entering into this Agreement, each party hereto grants to the other parties a non-exclusive license for egress and ingress and for performing any needed repair to the Irrigation System in accordance with this Agreement.
- 5. <u>Indemnifications</u>. Each party to this Agreement hereby agrees to defend, indemnify and hold the other Parties harmless for any demands, claims, costs or expenses (including attorneys' fees) incurred by any of the other Parties as a result of the indemnifying party's knowing, willful or negligent breach of this Agreement.
- 6. **Force Maieure.** It is specifically acknowledged and agreed by each of the Parties to this Agreement that said party shall immediately notify each of the other Parties, if said party is unable to fulfill any of its obligations under this Agreement as a result of a cause(s) or condition(s) beyond its reasonable control, and which could not be prevented by the exercise of reasonable diligence and judgment. Upon the giving of such notice, said party's obligations shall be suspended during the continuance of such cause(s) or conditions(s), provided said party employs all reasonable efforts to remove or avoid the cause or condition of such delay and resumes performances of its obligations hereunder with the utmost dispatch. Such causes may include, but are not limited to fires, strikes, embargoes, acts of God, inability to secure

transportation or communications services, or other causes beyond the party's control.

- 7. **Additional Improvements.** From time to time, additional Irrigation Wells and/or other improvements may be added and made subject to the terms and conditions of this Agreement by the execution by all Parties hereto of a Supplement to this Agreement.
- 8. **Term.** This Agreement is effective as of the 1st day of October, 2022, and shall continue until the terminated. Any party to this Agreement may terminate this Agreement by providing sixty (60) day's notice, in writing, to each of the other Parties, at the addresses set forth herein, in accordance with Section 12 of this Agreement.
- 9. **Default.** In addition to the other remedies provided in this Agreement, if any party shall default in the performance of any of its obligations hereunder and such default shall continue for thirty (30) days without cure after written notice from any party to the defaulting party designating such default, either of the Parties not in default may thereafter terminate this Agreement upon ten (10) days written notice to the other Parties and shall thereafter have such additional remedies as are allowed by law or equity.
- 10. <u>Notices.</u> For the Purpose of this Agreement, notice shall be deemed given upon hand delivery (which shall include delivery by overnight courier service such as Federal Express) to the other Parties to this Agreement, or three (3) days after the date of mailing of the notice by certified mail, return receipt requested. All notices required or given hereunder shall be addressed to the Parties at their respective address as set forth in this Agreement or as may be subsequently changed with proper notification to the other Parties.
- 11. **Severability.** If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby and each provision hereof shall be valid and shall be enforceable to the fullest extent permitted by law.
- 12. **Entire Agreement.** This Agreement is the entire Agreement between the Parties with respect to the subject matter hereof and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both Parties.
- 13. <u>Governing Law: Attorney's Fees.</u> This Agreement shall be construed in accordance with the laws of the State of Florida. In the event any party hereto institutes any litigation against the other with respect to this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to costs of the suit, a reasonable sum as attorney's fees.
- 14. <u>Successors.</u> This Agreement shall be binding on the successors, assigns, heirs and personal representatives of the Parties hereto.
- 15. <u>Additional Documents.</u> The Parties hereto agree to execute any additional documents and/or instructions necessary to carry out the terms or intent of this Agreement. All

documents to be prepared to carry out the terms or intent of this Agreement, other than those documents specifically to be provided by any particular party, shall be prepared by such persons mutually acceptable to all Parties, and the costs incurred in preparation of any such documents shall be borne by the party on whose behalf the documents are prepared.

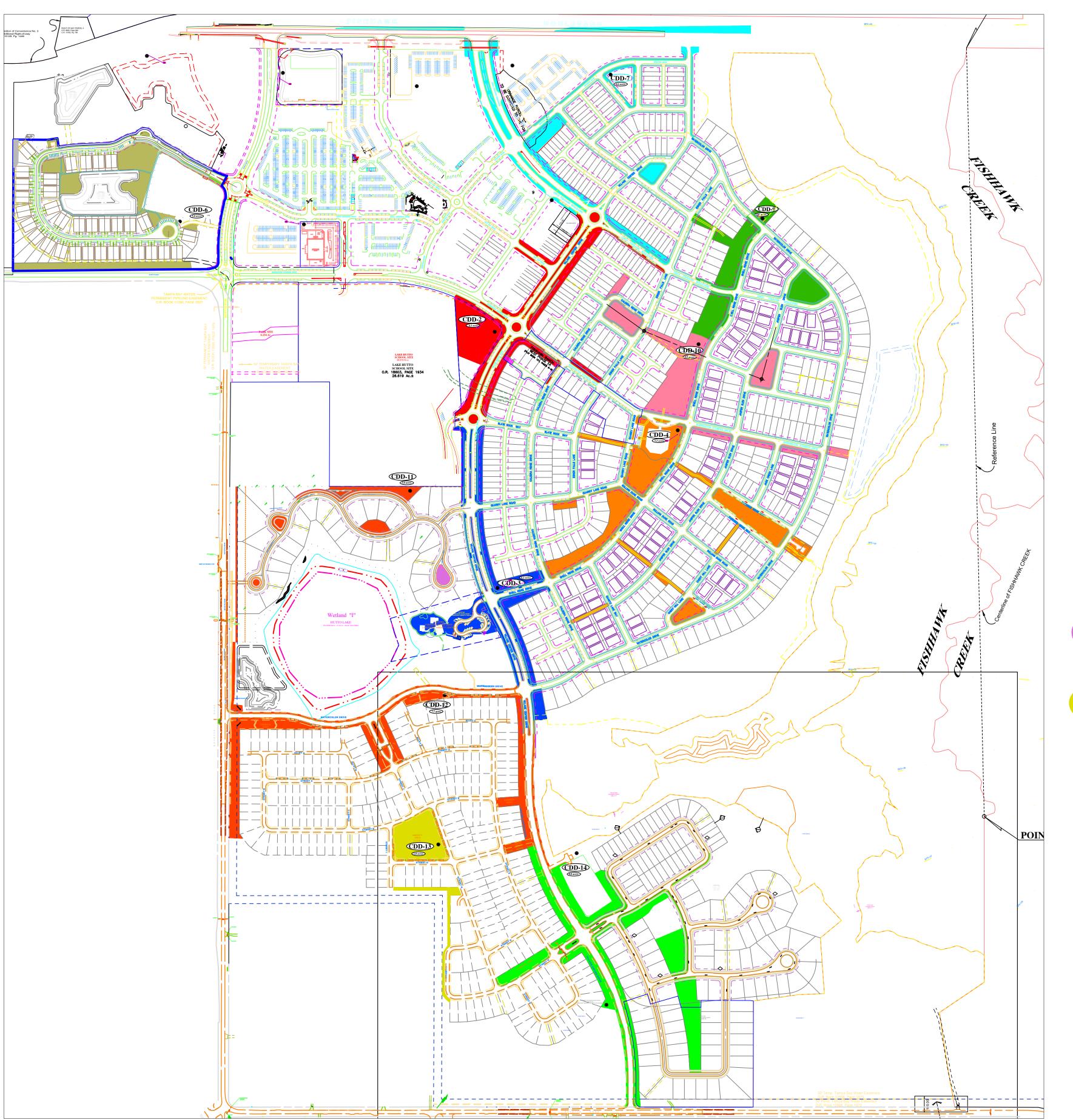
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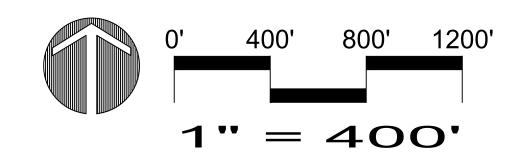
Signed, sealed and delivered in the presence of:	
ATTEST:	FISHHAWK IV COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district
By:	By:
Name:	Name: Dana Kennington
Secretary/Asst. Secretary, Board of Supervisors	Title: Chair, Board of Supervisors

WITNESSES	FISHHAWK WEST HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation
Name:	By:
N.	Name:
Name:	Title

Signed, sealed and delivered in the presence of:	
WITNESSES	ENCORE AT FISHHAWK RANCH ASSOCIATION, INC., a Florida not-for-profit corporation
Name:	By:
	Name:
Name:	
	Title:

EXHIBIT "A"





• WELL - ACRES

ACTUAL ACERAGE	GPD AVERAGE
CDD-2/DID2 - 6.20	12,200
CDD-3/DID3 - 6.10	12,000
CDD-4/DID4 - 7.30	14,400
CDD-6/DID5 - 5.00	9,800
CDD-7/DID6 - 6.60	13,000
CDD-9/DID8 - 4.00	7,900
CDD-10/DID9 - 5.90	11,600
CDD-11/DID10 - 3.00	5,900
CDD-12/DID11 - 7.70	15,200
CDD-13/DID12 - 1.00	2,000
CDD-14/DID13 - 8.00	15,700
TOTAL - 60.80	119,700

FISHIHAWK

FISHHAWK WEST
PHASE 1 - 6
IRRIGATION WELL PLA

Distribution or confront to tapp Sheet Title:

SCALE: I" = 400

DATE: 08/21/2014

DESIGN BY: MAB

DRAWN BY: MAB

IR-W

EXHIBIT "B"

FISHHAWK WEST			DATE	4/7/2021			
WELL#							
CDD/DID	IRR TIMER	CDD %	HOA%				
2/2	D	80	20	Dog Park			
3/3	F	88	12	Lake Front	Amenity &	Central Park	(
4/4	E	85	15	HOA Centra	al Park Ame	nity	
6/5	K	10	90	Sagewood			
7/6	I	100		Circa Fishhawk Spector R			
9/8	G	100		Central Par	k		
10/9	Н	100		Central Par	k		
11/10	J	0	100	Lake House	Homesites		
12/11	M	40	60	Encore			
13/12		0	100	Encore Am	enity		
14/13	L	80	20	Encore			

Tab 10

RESOLUTION 2023-01

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:

is appointed Chair.

Section 1.

<u></u>		
Section 2.		is appointed Vice Chair.
Section 3.		is appointed Assistant Secretary.
		is appointed Assistant Secretary.
		is appointed Assistant Secretary.
	Debby Wallace	is appointed Assistant Secretary.
	Jayna Cooper	is appointed Assistant Secretary.
Section 4.	This Resolution supersedes	s any prior appointments made by the Board.
Section 5. This Resolution shall become effective immediately upon its adoption.		
PASSED AND ADOPTED this 1 st day of DECEMBER 2022.		
ATTEST:		FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV
Assistant Secreta	ry	Chair / Vice Chair