



Rizzetta & Company

# **Fishhawk Community Development District IV**

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**Board of Supervisors' Meeting  
March 7, 2024**

**District Office:  
2700 S. Falkenburg Road Suite 2745  
Riverview, Florida 33578  
813.533.2950**

**[www.fishhawkcdd4.org](http://www.fishhawkcdd4.org)**

## **FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV**

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

[www.fishhawkcdd4.org](http://www.fishhawkcdd4.org)

<b>Board of Supervisors</b>	Dayna Kennington	Chair
	Daniel Rothrock	Vice Chair
	Jeffrey Stewart	Assistant Secretary
	Adam Brygidyr	Assistant Secretary
	Scott Sheffield	Assistant Secretary
<b>District Manager</b>	Debby Wallace	Rizzetta & Company, Inc.
<b>District Counsel</b>	Erin McCormick	Erin McCormick Law, PA
<b>District Engineer</b>	Stephen Brletic	BDI

### **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.

# 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](http://www.fishhawkcdd4.org)

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

February 28, 2024

## **AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of FishHawk Community Development District IV will be held on **Thursday, March 7, 2024 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 1, 2024 .....Tab 1
  - B. Ratification of Operations & Maintenance  
Expenditures for January 2024 .....Tab 2
- 4. STAFF REPORTS**
  - A. Landscape Inspection Services Report.....Tab 3
  - B. Landscape Report
    - i. Consideration of Landscape Addendum.....Tab 4
  - C. Irrigation Report .....Tab 5
  - D. Aquatic Services Report.....Tab 6
  - E. District Counsel
  - F. District Engineer
  - G. HOA Property Manager
  - H. District Manager .....Tab 7
- 5. BUSINESS ITEMS**
  - A. Consideration of Street Signage Proposal .....Tab 8
  - B. Discussion of Traffic Study.....Tab 9
- 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 1, 2024, 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	<b>Board Supervisor, Chairman (via phone)</b>
Jeffrey Stewart	<b>Board Supervisor, Assistant Secretary</b>
Scott Sheffield	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Debby Wallace	<b>District Manager; Rizzetta &amp; Company, Inc.</b>
Erin McCormick	<b>District Counsel; Erin McCormick Law</b>
Wesley Elias	<b>District Manager; Rizzetta &amp; Company, Inc.</b>
John Fowler	<b>Field Services Manager; Rizzetta &amp; Company, Inc.</b>
Patti Picciano	<b>HOA Property Manager</b>
Sam Patel	<b>Representative, Brightview</b>
Paul Vina	<b>Representative, Ballenger Irrigation</b>

Audience	<b>Present</b>
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**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**

Audience members addressed the Board regarding the irrigation pump station in Encore and the Encore boundary for maintenance of the irrigation system.

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of Board of Supervisors' Regular Meeting Held January 4, 2024**

Ms. Wallace presented the minutes of the Board of Supervisors' meeting held on January 4, 2024, to the Board. There were no questions on the minutes.

On a Motion by Ms. Kennington, seconded by Mr. Stewart, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors regular meeting held on January 4, 2024, as presented, for the FishHawk Community Development District IV.

**FOURTH ORDER OF BUSINESS**

**Ratification of Operations &  
Maintenance Expenditures for  
December 2023**

Ms. Wallace presented the December 2023 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 expenditures for December 2023 (\$46,233.48), for the FishHawk Community Development District IV.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Field Services Report**

Mr. Fowler reviewed the Field Inspection Report with the Board.

**B. Landscape Report**

Mr. Patel provided an update to the Board and answered Board questions.

**C. Irrigation Services Report**

The report was reviewed with the Board.

**D. Aquatic Services Report**

The Board reviewed the aquatic services report.

**E. District Counsel**

Ms. McCormick discussed the new bill where board members will now need to take a mandatory 4 hours of ethics training each year and provided resources for the board to complete their training.

**F. District Engineer**

Not present.

**G. HOA Property Manager**

Present. No report.

**H. District Manager**

Ms. Wallace reviewed her report with the Board. There were no questions. The next CDD meeting will be held March 7, 2024, at 10:00 a.m.

Ms. Wallace presented the Website Compliance report.

Ms. Wallace stated that street sign repair/replacement proposals will be on the agenda for the next meeting.

**SIXTH ORDER OF BUSINESS**

**Consideration of Irrigation Proposal**

Mr. Vina retracted the Ballenger proposal and recommended another vendor. Ms. Wallace will collect a proposal from Fourquarean.

**SEVENTH ORDER OF BUSINESS**

**Supervisor Comments**

Mr. Sheffield requested gator signs at the pond by the new townhomes. Board authorized staff to install 2 signs.

Ms. Kennington asked that the HOA send a letter to the home at the corner of Watercolor & Circa Fishhawk to trim the tree by the stop sign.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Ms. Kennington, seconded by, Mr. Stewart, with all in favor, the Board of Supervisors adjourned the meeting at 10:49 a.m. for the FishHawk Community Development District IV.

\_\_\_\_\_  
Assistant Secretary

\_\_\_\_\_  
Chair / Vice Chair

## Tab 2



# FISHHAWK IV COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

**Operation and Maintenance Expenditures**  
**January 2024**  
**For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2024 through January 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$112,264.69**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## Fishhawk IV Community Development District

### Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Amount</u>
Adam Brygidyr	100050	AB010424	Board of Supervisors Meeting 01/04/24	\$ 200.00
Ballenger & Company, Inc.	100042	23606	Irrigation Repairs 12/23	\$ 860.00
Ballenger & Company, Inc.	100042	23607	Irrigation Repairs 11/23	\$ 239.00
Ballenger & Company, Inc.	100042	23608	Irrigation Repairs 11/23	\$ 2,500.00
Ballenger & Company, Inc.	100042	23626	Irrigation Maintenance 12/23	\$ 4,550.00
Ballenger & Company, Inc.	100042	23646	Irrigation Repairs 12/23	\$ 1,995.00
Ballenger & Company, Inc.	100051	23692	Irrigation Maintenance 01/24	\$ 4,550.00
BCI Entities, LLC	100061	23718	Irrigation Repairs 12/23	\$ 825.00
BrightView Landscape Services, Inc.	100043	8708463	Removed/replaced Annuals 11/23	\$ 5,170.75
BrightView Landscape Services, Inc.	100043	8713576	Landscape Maintenance 12/23	\$ 864.77
BrightView Landscape Services, Inc.	100043	8713577	Landscape replacement 12/23	\$ 2,799.09
BrightView Landscape Services, Inc.	100043	8713578	Installed Plants 12/23	\$ 684.77
BrightView Landscape Services, Inc.	100059	8713573	Removal/Disposal 12/23	\$ 2,863.94

## Fishhawk IV Community Development District

### Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	100059	8713575	Landscape Maintenance 12/23	\$ 1,024.77
BrightView Landscape Services, Inc.	100059	8713580	Landscape Maintenance 12/23	\$ 1,098.04
BrightView Landscape Services, Inc.	100059	8745991	Removed Tree 01/24	\$ 2,160.00
BrightView Landscape Services, Inc.	100062	8728299	Monthly Landscape Maintenance 01/24	\$ 18,410.83
Brletic Dvorak, Inc.	100044	1297	Engineering Services 11/23	\$ 615.00
Brletic Dvorak, Inc.	100052	1347	Engineering Services 12/23	\$ 200.00
Daniel Gray Rothrock	100053	DR010424	Board of Supervisors Meeting 01/04/24	\$ 200.00
Dayna J. Kennington	100054	DK010424	Board of Supervisors Meeting 01/04/24	\$ 200.00
Dayna J. Kennington	100063	DK100523	Board of Supervisors Meeting 10/05/23	\$ 200.00
Dayna J. Kennington	100063	DK110223	Board of Supervisors Meeting 11/02/23	\$ 200.00
Erin McCormick Law, P.A.	100045	10709	Legal Services 11/23	\$ 2,150.00
Erin McCormick Law, P.A.	100045	10710	Legal Services 10/23 & 11/23	\$ 3,784.00
Erin McCormick Law, P.A.	100055	10717	Legal Services 12/23	\$ 3,698.00

## Fishhawk IV Community Development District

### Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Amount</u>
Hillsborough County BOCC	01242024-1	1416996147 ACH 12/23	14223 Lambert Bridge 12/23	\$ 151.23
Illuminations Holiday Lighting, LLC	100046	681223	Holiday Lighting final Payment 12/23	\$ 3,250.00
Jayman Enterprises, LLC	100047	2862	Landscape Maintenance 12/23	\$ 125.00
Jeffrey Stewart	100057	JS010424	Board of Supervisors Meeting 01/04/24	\$ 200.00
Poop 911	100048	7727923	11 Doggie Stations & 10 Trashcans 11/23	\$ 702.00
Poop 911	100060	8052858	11 Doggie Stations & 10 Trashcans 12/23	\$ 702.00
Rizzetta & Company, Inc.	100041	INV0000086512	District Management Services 01/24	\$ 4,930.67
Scott C Sheffield	100058	SS010424	Board of Supervisors Meeting 01/04/24	\$ 200.00
Sitex Aquatics, LLC	100049	7799-B	Monthly Lake Maintenance 12/23	\$ 1,750.00
Sitex Aquatics, LLC	100064	7921-B	Monthly Lake Maintenance 01/24	\$ 1,750.00
TECO	01162024-1	211017320014 12/23 ACH	Village Center Dr PH2 12/23	\$ 11,463.61
TECO	01222024-1	211009775761 12/23 ACH	13773 Fishhawk Blvd 12/23	\$ 31.57
TECO	01222024-1	211009776033 12/23 ACH	5601 Balcony Bridge 12/23	\$ 68.30

## Fishhawk IV Community Development District

### Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Amount</u>
TECO	01252024-1	321000017145 Summary 12/23 ACH	Electric Summary 12/23	\$ <u>24,897.35</u>
<b>Total Report</b>				<b>\$ <u>112,264.69</u></b>

## **Tab 3**

# FISHHAWK IV

## LANDSCAPE INSPECTION REPORT



February 20th, 2024  
Rizzetta & Company  
John Fowler – Landscape Specialist



Rizzetta & Company  
Professionals in Community Management



# Summary, Mosaic

## General Updates, Recent & Upcoming Maintenance Events

❑ Multiple turf issues throughout the district.

❑ When is the next fertilizer event scheduled for shrubs?

The following are action items for BrightView 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. Remove low lying Spanish Moss in the Crepe Myrtles in the medians on Fishhawk Blvd.
2. Annuals are starting to decline. Provide a proposal for Spring rotation.
3. **Remove a staking system on a palm tree no longer needed on median of Mosaic just North of Circa Crossing roundabout.**
4. **There is a dead Sable Palm on the median of Mosaic just North of Circa Crossing. Was a proposal for removal?**
5. Diagnose and treat the Blue Daze in the medians on Mosaic.
6. **Diagnose and treat declining turf on North ROW of Circa Crossing just West of Mosaic. (Pic. 6)**
7. Remove a palm growing up in the Bougainvillea in the roundabout median on Mosaic and Circa Crossing.
8. Noting I watched TruGreen fertilizing, and it was in liquid form. Should be slow-release granules.
9. Asking what is the timeline for rejuvenation cutbacks on flowering shrubs throughout the district?
10. Remove a vines growing on the Juniper 'Parsoni' in the triangles around the roundabout of Mosaic and Barrington Stowers.
11. Treat crack weeds in the pavers on the roundabout of Mosaic and Barrington Stowers.
12. It appears ½ of the Viburnums were pruned on the South fence of Sagewood along Boyette. Ensure the rest are completed.
13. Treat the broadleaf turf weeds on Watercolor Dr. from Boyette to Sparrowhead Way.
14. When will the fertilizer event for the shrubs take place?
15. Bare area where a tree was removed on the corner of Watercolor and Boyette. Need a proposal for sod here.





# Watercolor, VCD

16. Treat ant mounds on Watercolor Dr. between Boyette Rd. and Village Center Dr. Once the mounds are no longer active, it is in the contract they need to be smoothed out.
17. Diagnose and treat the Croton on the inbound ROW of Sparrowhead Way off Watercolor Dr.
18. Treat weeds in the beds on Sparrowhead Way.
19. Diagnose and treat the Foxtail Ferns on Sparrowhead Way just before entering the gate for possible Spider Mites. Remove any dead or disease material. (Pic. 19)



20. Remove grassy weeds in the Liriope along the aluminum fence on the entrance ROW of Sparrowhead Way.
21. Large bare areas of turf on Watercolor Dr. on the South ROW between Sparrowhead Way and Village Center Dr.
- 22. Remove staking system on the Sable Palm on the Southwest corner of Watercolor and Village Center Dr.**
23. Treat weeds in Juniper on the Southwest corner Watercolor Dr. and Village Center Dr.
24. Still appears a couple tree canopies need lifting on the sidewalk of VCD from Watercolor to Natures Reserve West ROW.

25. It appears there is a Sable Palm that is declining in the median on VCD just South of Watercolor Dr. Inspect and report your findings. (Pic. 25)



26. Noting two bare area where trees were removed on VCD on the West ROW between Watercolor Dr. and Natures Reserve Dr.
27. Diagnose and treat the Bougainvillea on Natures Reserve Dr. in the median at Encore entrance.
- 28. Remove ferns growing up within the Jasmine in the median bed on Natures Reserve Dr. in front of Encore just West of Village Center Dr.**
29. Treat weeds in the bed on the Southwest corner of Village Center Dr. and Natures Reserve Dr.
30. Remove low lying Spanish Moss that is touching the newly planted Firebush on the Southwest corner, or exit side, of VCD and Boyette Rd.
31. There is a round valve box with a missing lid on VCD East ROW between Boyette Rd. and Natures Reserve Dr.
32. Bougainvillea still do not look good on the median island of Natures Reserve Dr. East of VCD.





33. Diagnose and treat declining turf on Quintessa roundabout. (Pic. 33)



34. It appears no mulch was added to the roundabouts on Quintessa Ln. or Lambert Bridge Ln.

35. Another example of declining turf on the corner of Natures Reserve Dr. and Watercolor Dr. What is the plan for correction?

36. Treat ant mounds on VCD ROWs and smooth out any non active ones.

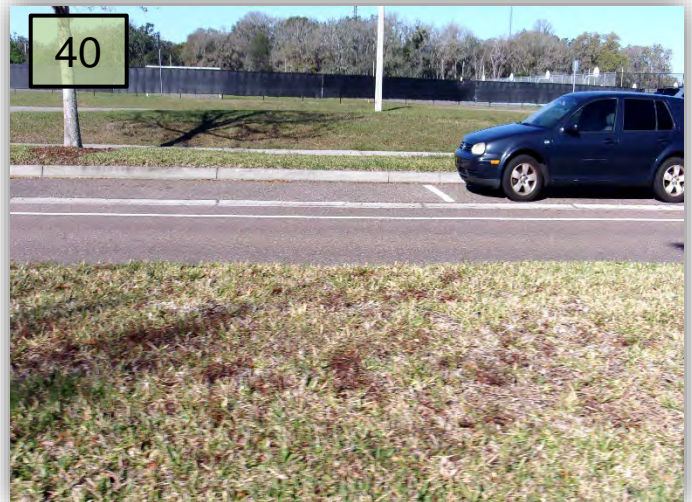
37. Diagnose and treat declining Plumbago on the Southeast corner of Village Center Dr. and Watercolor Dr. These are worse than previous inspections. I have not gotten confirmation these were treated. (Pic. 37)



38. Raise Oak canopies and Hong Kong Orchid canopies on Village Center Dr. East ROW from Watercolor Dr. to Quarry Lake Rd.

39. There is a Hong Kong Orchid Stump that was missed and has sucker growth on the Southeast corner of Watercolor Dr. and Village Center Dr. intersection.

40. Diagnose and treat the declining turf on Village Center Dr. medians between Quarry Lake and Barrington Stowers. (Pic. 40)



41. Remove tree brace on Sable Palm on the East ROW of VCD between Quarry Lake and Barrington Stowers.

42. Treat weeds in the pavers on the roundabout on VCD and Slate Rock Way.

43. Clean out dead in Flax Lilies and remove a palm volunteer at the intersection of Barrington Stowers and Village Center Dr.

44. Remove weeds in the Loropetalum on the East ROW of VCD between Slate Rock Way and Barrington Stowers.

45. Asking if the Ilex Shillings have been treated in the medians throughout the district?

46. Scout and treat ant mounds on VCD medians and ROWs.





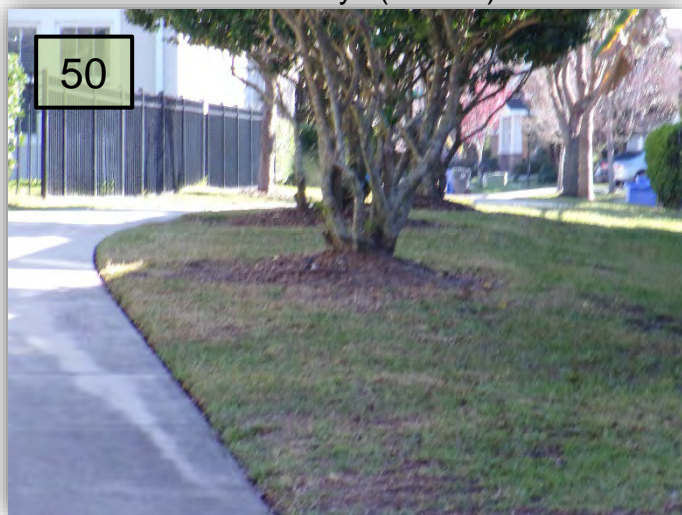
# Village Center Dr., Watercolor Dr.

## **47. Remove the hanging frond on the Bismark Palm and fruiting structures at the Circa Fishhawk and VCD roundabout.**

48. Diagnose and treat declining Jasmine in the median on VCD just past North of Barrington Stowers.

49. Jasmine is starting to grow up the Oak tree in front of unit # 5914 VCD. Remove and trim.

50. Mulch was not installed on the walkthrough path tree rings between Caldera Ridge Dr. and Quartz Lake Way. (Pic. 50)



55. Set a pruning event for the Awabuki at the lift station on Watercolor Dr. across the street from Parkside Ridge Dr. Cut it back to fence height.

56. Tree stump was removed on the Southside of Parkside Ridge Dr. There are now two small bare areas where trees were removed. I recommend sodding both spots.

**57. There is a stump missed for grinding on the walk-through path of Jasper Glen to Shell Ridge across the street from Parkside Ridge park. (Pic. 57)**



**51. Two small trees that appear dead on the walk-through path of Jasper Glen to Shell Ridge between Quartz Lake Way and Rolling Dunes Rd. Was a proposal provided for removal?**

58. Appears mulch was missed on the tree rings on the walkthrough path of Jasper Glen to Shell Ridge across the street of Parkside Ridge.

52. Mulch was not installed on the walkthrough path tree rings from Rolling Dunes Rd. to Parkside Ridge Way.

59. There is Oak debris down in the ornamental grasses on Barrington Stowers ROW between Jade Creek Ln. and Jasper Glen Dr.

53. Set a pruning event for the Ligustrum trees on the walkthrough path from Rolling Dunes Rd. to Parkside Ridge Way.

60. Remove sucker growth on the base of the Oak tree on Barrington Stowers ROW between Jade Creek Ln. and Jasper Glen Dr.

54. Treat broadleaf turf weeds in front of the lift station on Watercolor Dr. across the street from Parkside Ridge between the sidewalk and road.

**61. Diagnose and treat the declining turf on the corner of Barrington Stowers and Caldera Ridge. Was this treated? Don't want to lose anymore turf.**





# Barrington Stowers, Shell Ridge

62. Remove dead Indian Hawthorn in the Barrington Stowers and VCD roundabout.

63. Diagnose and treat the declining turf in the medians of Barrington Stowers from Village Center Dr. to Mosaic. It appears to be chlorotic and possibly have fungus. Was this treated? (Pic. 63)



64. There is a pile of dirt on the sidewalk of Watercolor Dr. across the street from Barrington Stowers. (Pic. 64)



65. Two bare areas where trees were removed on Watercolor Dr. across the street from Barrington Stowers.

66. Diagnose and treat declining Indian Hawthorn in the median on Barrington Stowers between Kids Crossing Dr. and Mosaic Dr. Remove any dead plants.

67. Diagnose and treat declining Viburnum in front of the electrical boxes on Watercolor Dr. across the street from Shell Ridge Dr.

68. Diagnose and treat declining turf in front of the electrical boxes on Watercolor Dr. across the street from Shell Ridge Dr.

69. Clean up palm debris and remove dead Flax Lilies in bed on Shell Ridge Dr. between Watercolor Dr. and Circa Fishhawk Blvd. (Pic. 69)



70. Remove dead fruiting structures on Shell Ridge ROW between Briar Chapel Way and Barrington Stowers.

71. Bare area where a tree was removed on Shell Ridge between Briar Chapel Way and Barrington Stowers.

72. Treat Dollarweed in turf on South corner of Shell Ridge and Village Center Dr.

73. Appears the mailbox kiosk bed on Quarry Lake Rd. was not mulched.

74. Mulch not installed on walkthrough path tree rings between Quarry Lake Rd. and Esker Falls Ln.

75. Treat broadleaf turf weeds on Esker Falls Ln. across the street from the park on Whisper Bench Way.



## Circa Fishhawk Blvd., Fishhawk Blvd.

76. Tree rings were not mulched on small park on Caldera Ridge Dr. in map below.

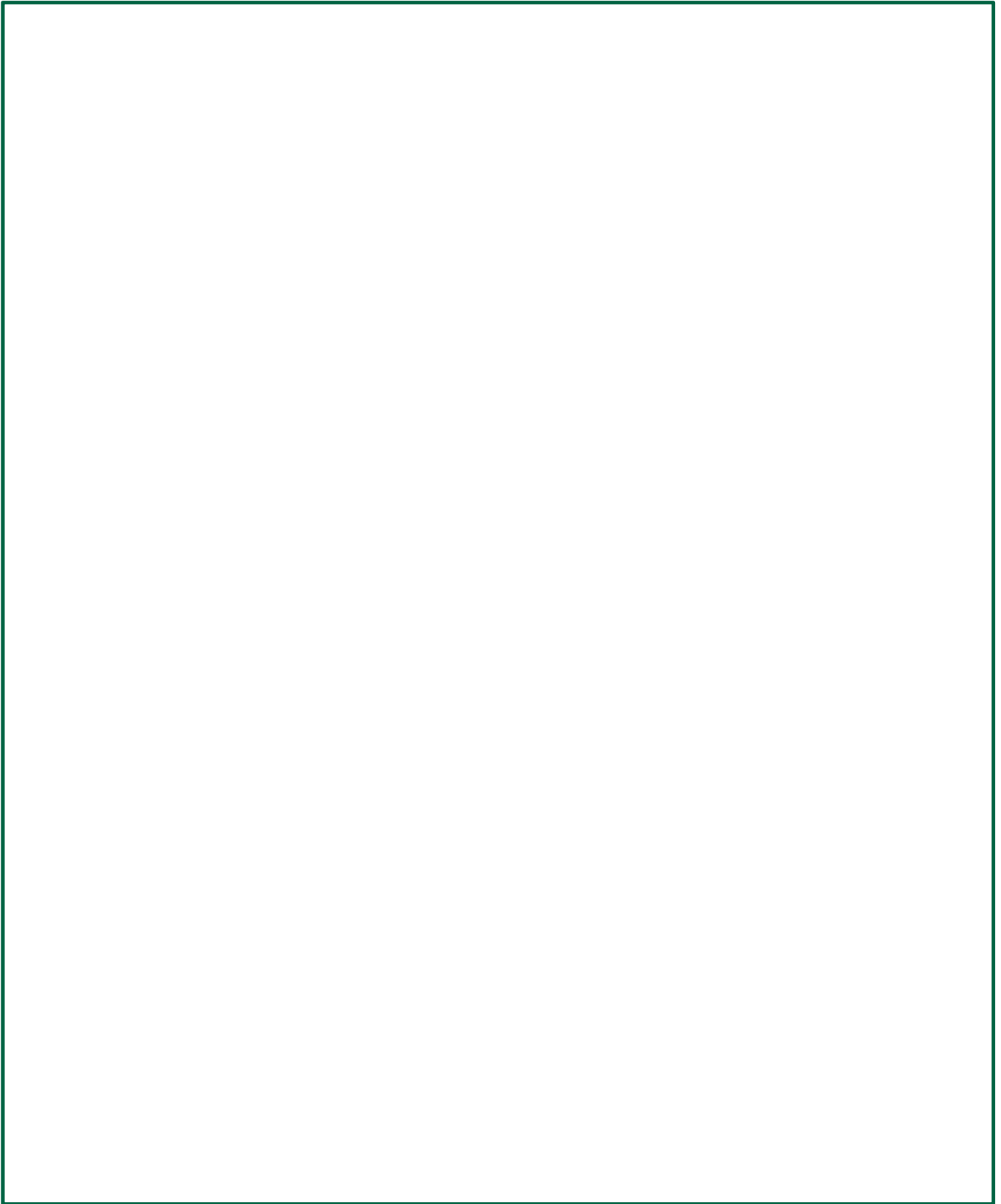


- 77. Remove dead Indian Hawthorns in bed on Circa Fishhawk between Esker Fall and VCD.**

78. Mulch was not completed in the beds by the road on Circa Fishhawk Blvd. between Esker Falls and VCD. However, the tree rings in the turf have been with a different type of mulch.
79. Remove ferns growing on both sides of the monument in the median on Fishhawk Blvd. and Circa Fishhawk Blvd. monument.
80. Park not mulched on Hometown Ln. and Colony Glen.
81. Asking if Fishhawk Blvd. medians were approved for mulching? I believe it was Pine Straw in the past.



# Circa Fishhawk



# Proposals

1. Brightview to provide a proposal to remove a dead Sable Palm on Mosaic median just North of Circa Crossing. Item #4 in report.
2. Brightview to provide a provide a proposal to install sod over the removed stumps in turf areas. Provide the correct turf for the matching area.
3. Brightview to provide a proposal to fill in bed on Shell Ridge with a species that would thrive in the area.

\*\*\*\*\*Were any of the above proposed?\*\*\*\*\*



## Tab 4



**ADDENDUM #31 AUTHORIZING ADDITIONAL WORK PURSUANT TO  
LANDSCAPE MAINTENANCE AGREEMENT BETWEEN BRIGHTVIEW  
LANDSCAPE SERVICES, INC. AND FISHHAWK COMMUNITY  
DEVELOPMENT DISTRICT IV**

**Description of Work and Proposal Date:  
Remove & Stump Grind Pine Tree \$1,100.00**

**THIS ADDENDUM** is made and entered into this 7<sup>th</sup> day of March 2024, by and between **FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida and with offices at 2700 N. Falkenburg Road Suite 2745,, Riverview, Florida 33578 (the “**District**”), and **BRIGHTVIEW LANDSCAPE SERVICES, INC.**, a Florida corporation, whose address is 9713 Palm River Road, Tampa, Florida 33619 (the “**Contractor**”) for the purpose of adding work to the **LANDSCAPE MAINTENANCE SERVICES AGREEMENT BETWEEN BRIGHTVIEW LANDSCAPE SERVICES, INC. AND FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV**, dated August 1, 2021 (the “**Landscape Agreement**”).

**RECITALS**

**WHEREAS**, Contractor has agreed to provide additional landscape services, in accordance with the terms and conditions of the Landscape Agreement, as further described in attached Exhibit “A” (“**Proposal for Extra Work at Fishhawk CDD IV**”), at the prices set forth in Exhibit “A”.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Addendum, it is agreed that the Contractor is hereby retained by the District to perform the additional work set forth in Exhibit “A”, in accordance with the terms and conditions of the Landscape Agreement:

- 1. INCORPORATION OF RECITALS.** The recital above are true, and are incorporated as a material part of this Addendum.
- 2. STATUS OF LANDSCAPE AGREEMENT.** The terms and conditions of the Landscape Agreement remain in full force and effect and govern all work under this Addendum.
- 3. EFFECT OF ADDENDUM.** By this Addendum, the Parties agree to include the additional work described in Exhibit “A”. All work and services shall be performed in accordance with the terms and conditions of the Landscape Agreement.
- 4. COUNTERPARTS.** This Addendum may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute one instrument.

**IN WITNESS WHEREOF**, the parties execute this 31<sup>st</sup> Addendum the day and year first written above.

Attest

**FISHHAWK COMMUNITY  
DEVELOPMENT DISTRICT IV**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Dayna Kennington  
Chair, Board of Supervisors

**BRIGHTVIEW LANDSCAPE SERVICES,  
INC.,** a Florida corporation

\_\_\_\_\_  
(Signature of Witness)

By:\_\_\_\_\_

Its:\_\_\_\_\_

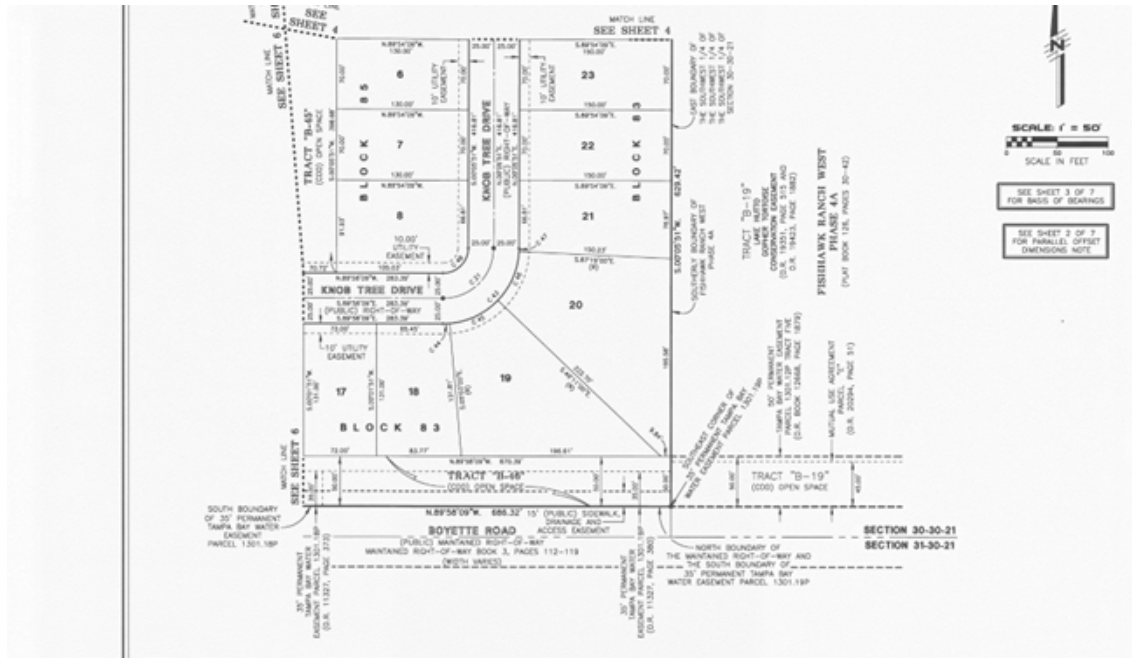
\_\_\_\_\_  
(Print Name of Witness)

Date:\_\_\_\_\_

EXHIBIT "A":  
PROPOSAL FOR EXTRA WORK FOR FISHHAWK CDD IV  
**One year warranty on all plants**

**Remove & Stump Grind Pine Tree \$1,100.00**

Debby, See below for the plat page. It's not a conservation area and is marked as CDD open space. Also note that 35' of the 50' width of the tract has a Tampa Bay Water easement over it. They may have marked it, not sure. Hope that answers this for you. Thanks. Stephen Brletic.



## Proposal for Extra Work at Fishhawk Ranch IV CDD

Property Name	Fishhawk Ranch IV CDD	Contact	Debby Bayne-Wallace
Property Address	6001 Village Center Drive Lithia, FL 33547	To	Fishhawk Ranch IV CDD
		Billing Address	CO Rizzetta & Co 12750 Citrus Park Ln Tampa, FL 33625

Project Name Remove and stump grind Pine Tree

Project Description Remove and stump grind decline pine tree.

### Scope of Work

QTY	UoM/Size	Material/Description
1.00	FLAT	Remove and stump grind decline pine tree.

For internal use only

SO# 8338343  
JOB# 341900316  
Service Line 300

**Total Price** \$1,100.00

#### THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
9713 Palm River Road, Tampa, FL 33619 ph. (813) 621-6619 fax (813) 621-6905

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible for damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

### Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

**NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY**

Customer

	<b>District Manager</b>
Signature	Title
<b>Debby Bayne-Wallace</b>	<b>February 13, 2024</b>
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

	<b>Account Manager</b>
Signature	Title
<b>Samit M. Patel</b>	<b>February 13, 2024</b>
Printed Name	Date

<b>Job #:</b>	<b>341900316</b>		
<b>SO #:</b>	<b>8338343</b>	<b>Proposed Price:</b>	<b>\$1,100.00</b>







## Tab 5





February 26, 2024

**RE: FishHawk CDD IV Irrigation Maintenance Report**

Routine maintenance was conducted throughout the month and all arms were addressed as quickly as possible.

In addition to routine maintenance, the following issues were addressed or proposed:

- Two pumps went down on sight, one was located at lift station, Oaks controller and the I-Controller. We were in contact with Fourqorean Well Drilling, and all repairs have been made. The system is back up and running.
- The mainline was repaired under oak tree at Jasper Glen & Briar Chapel Way. We prressurized the system and it is working properly.
- 1" Hunter valve was replaced in Oaks Community at one of the cul-de-sacs, water was continuously seeping.

Water restrictions remain in effect, one day a week. Moving into the spring, we will continue to add a little more run time to zone, but we are still limited due to the restrictions. During monthly inspections, we will continue to monitor areas that may require a little more attention.

Please let me know if you have any questions or need additional information.

Sincerely,

**Paul Vlna**

Paul Vlna  
Irrigation Manager

## Tab 6



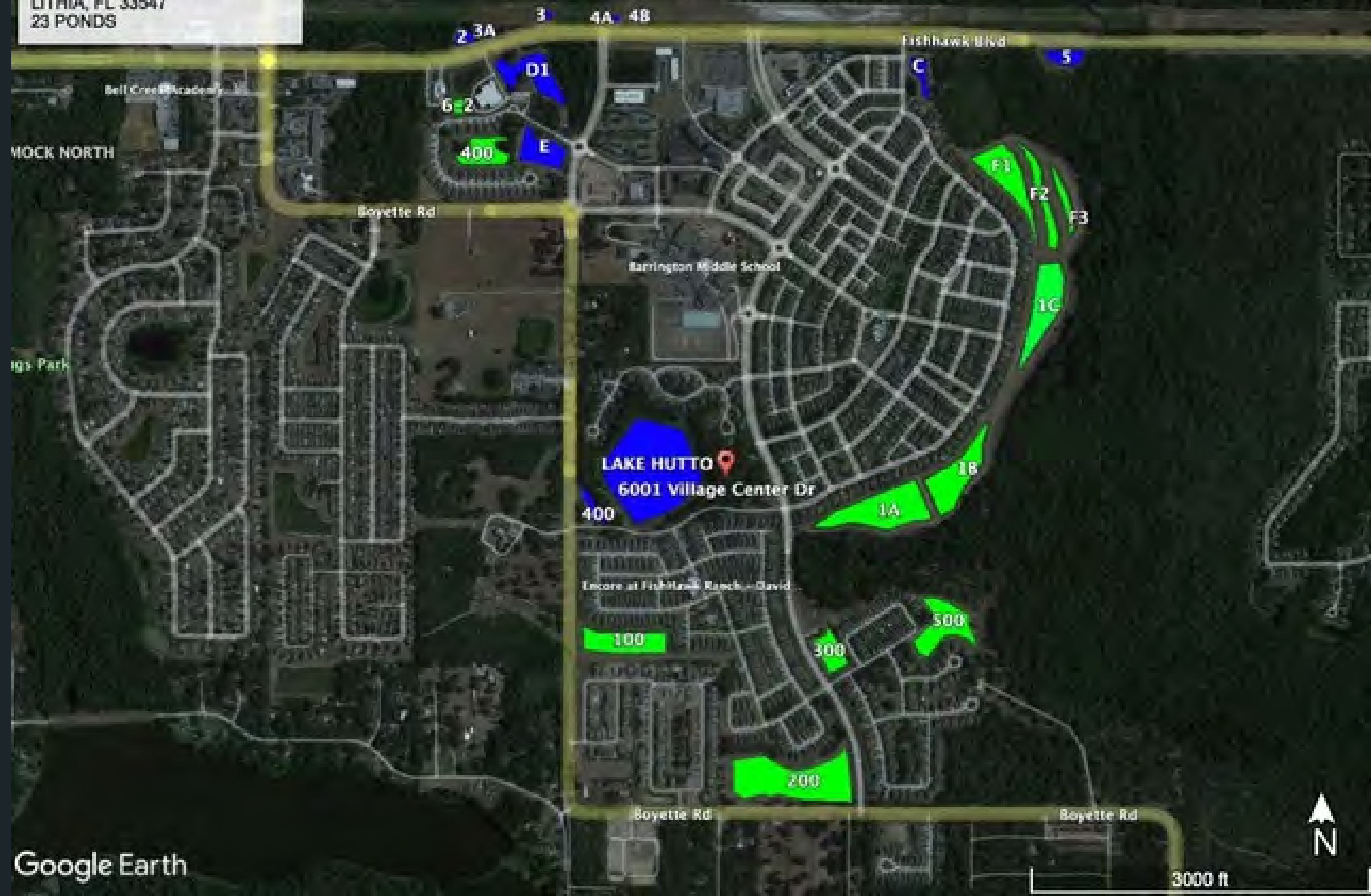
# MONTHLY REPORT

FEBRUARY, 2024



# FISHHAWK IV CDD

6001 VILLAGE CENTER DR  
LITHIA, FL 33547  
23 PONDS



Prepared for: Debby Bayne Wallace  
Prepared By: Devon Craig

## SUMMARY:

The cool air is definitely here and cooling the water temperature as well. This typically reduces algae blooms and submerged growth. During these cool weeks when a warm day or two happen we will see minor algae blooms as a result. Ponds are in great shape and ready to transition to spring.



January 25, 2024 at 10:36:26 AM



January 25, 2024 at 10:35:30 AM



January 25, 2024 at 10:34:12 AM



Pond #2 Treated for Algae and  
Shoreline vegetation.

Pond #3 Treated for Shoreline  
Vegetation.

Pond #4A Treated for Shoreline  
Vegetation.





Pond #4B Treated for Shoreline Vegetation.



Pond #C Treated for Algae and Shoreline vegetation.



Pond #D1 Treated For Algae and Shoreline Vegetation.





Pond #3 Treated for Algae and Shoreline Vegetation.



Pond #400 Treated for Algae and Shoreline Vegetation.



## **Tab 7**



Rizzetta & Company

## UPCOMING DATES TO REMEMBER

- **Next Meeting:** April 4, 2024 at 10:00am

# District Manager's Report

March 7

# 2024

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### FINANCIAL SUMMARY

01/31/2024

General Fund Cash & Investment Balance:	\$1,733,920
Reserve Fund Cash & Investment Balance:	\$268,012
Debt Service Fund Investment Balance:	\$856,367
<b>Total Cash and Investment Balances:</b>	<b>\$2,858,299</b>

**General Fund Expense Variance:      \$157,768      Under Budget**



Rizzetta & Company

**DM Report:**

- Awaiting on Signarama signed contract to proceed with installation of Alligator Signs for the one pond as per the board's direction during the last meeting.
- Sign repair/replacement project – in the process of collecting proposals from Onsite, Signarama, and Creative Mailbox.

## Tab 8

## Street Sign Repairs/Replacement – Fishhawk CDD IV

As per list provided by HOA and plans provided by District Engineer. 1/29/2024

1. Village Center and Circa Fishhawk roundabout **pedestrian sign**. Sign only – **Attached Roundabout Plan**
2. Village Center and Barrington Stowers roundabout **pedestrian sign**. Sign and pole - **Attached Roundabout Plan**
3. At the corner of Barrington Stowers and **Caldera Ridge Dr** sign missing 14104 – 14112 – frame and sign - **“R1-1 30x30” Stop Sign with Street Name Sign**”
4. The back side (inside facing sign for 5800 **Esker Falls Ln** (One side is all white like the back of the sign) – street sign only, not the frame – There are two stop signs on this block both listed as **“R1-1 30x30” Stop Sign with Street Name Sign**”

Village Center Dr in the alley off Circa Fishhawk: total of 6 signs and frames

5. **Hometown Ln** 5700 block – frame and sign – Stop sign called out as **“R1-1 30x30” Stop Sign with Street Name Sign**”.
6. **Indigo Ridge Ln** 5600 block – frame and sign – There are stop signs called out at Hometown LN & Colony Glen Rd on Indigo Ridge. Both are listing in the plans as: **“R1-1 30x30” Stop Sign with Street Name Sign**”
7. **Colony Glen Rd** at Alley way. – frame and sign – There are two alley ways that connect to Colony Glen Rd, both call for **“R1-1 30x30” Stop Sign with Street Name Sign**”
8. **Indigo Ridge Ln** and **Village Center Dr** at that corner. Frames and signs – I can’t find this intersection as they are streets that run parallel, but all of the signs this could be refer to the following in the plans: **“R1-1 30x30” Stop Sign with Street Name Sign**”
9. **Watercolor Dr** sign at corner of Esker Falls. Frame and sign – Plans call out **“R1-1 30x30” Stop Sign with Street Name Sign**”

## Tab 9

**From:** Grundmann, Anna <[GrundmannA@hcfl.gov](mailto:GrundmannA@hcfl.gov)>  
**Sent:** Tuesday, February 13, 2024 12:18 PM  
**To:** [henry33547@gmail.com](mailto:henry33547@gmail.com); Management <[management@fhrw.org](mailto:management@fhrw.org)>  
**Subject:** WR03462003/CN0090283 Watercolor Dr and Village Center Dr, Lithia, FL, 33547

Good afternoon Mr. Pavlik,

Traffic Engineering received your request for safety improvements on Watercolor Dr and Village Center Dr. Our engineering consulting firm completed a traffic safety evaluation at this location. Field Reviews and Crash analysis were performed.

Please, see below summary from the report:

***Based on the field observations and crash analysis, it was determined that an all-way stop control (AWSC) is not the appropriate countermeasure for the study intersection of Village Center Drive & Watercolor Drive.***

***It is recommended to clear and/or limit landscaping in the sight triangles identified in the attached concept plan to improve sight distance at the minor street approach. Landscaping clearing should be consistent with the Hillsborough County Transportation Technical Manual TD-15.***

Our current recommendation is to clear any trees and vegetation that are within the sight triangles for improvements of driver visibility of the intersection. Please, see attached file identifying the locations (areas inside the triangles). However, we noted that the ownership and maintenance of the medians on Village Center Dr belong to the HOA. County doesn't have jurisdiction over the medians. We will forward the recommendations to them for evaluation and response.

Hillsborough County appreciates you sharing your concerns with our department. Your request will be closed.

Hope you have a great day!

**Anna Olivia Grundmann, PE**

## **Traffic Engineering**

Transportation Services Section

Technical Services Division

Engineering and Operations Department

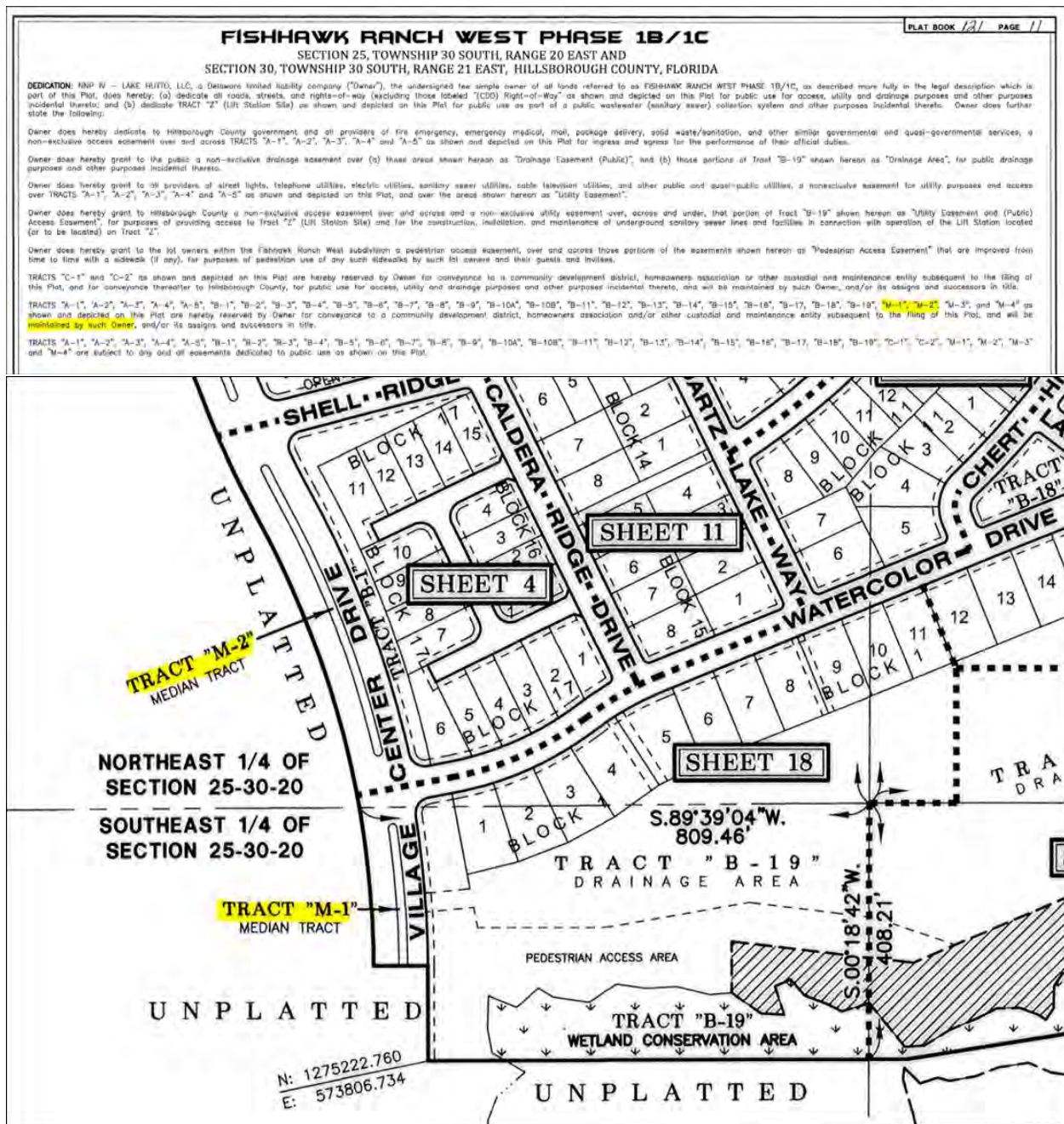
**M:** (813) 446-8140

**E:** [GrundmannA@HCFL.gov](mailto:GrundmannA@HCFL.gov)

**W:** [HillsboroughCounty.org](http://HillsboroughCounty.org)

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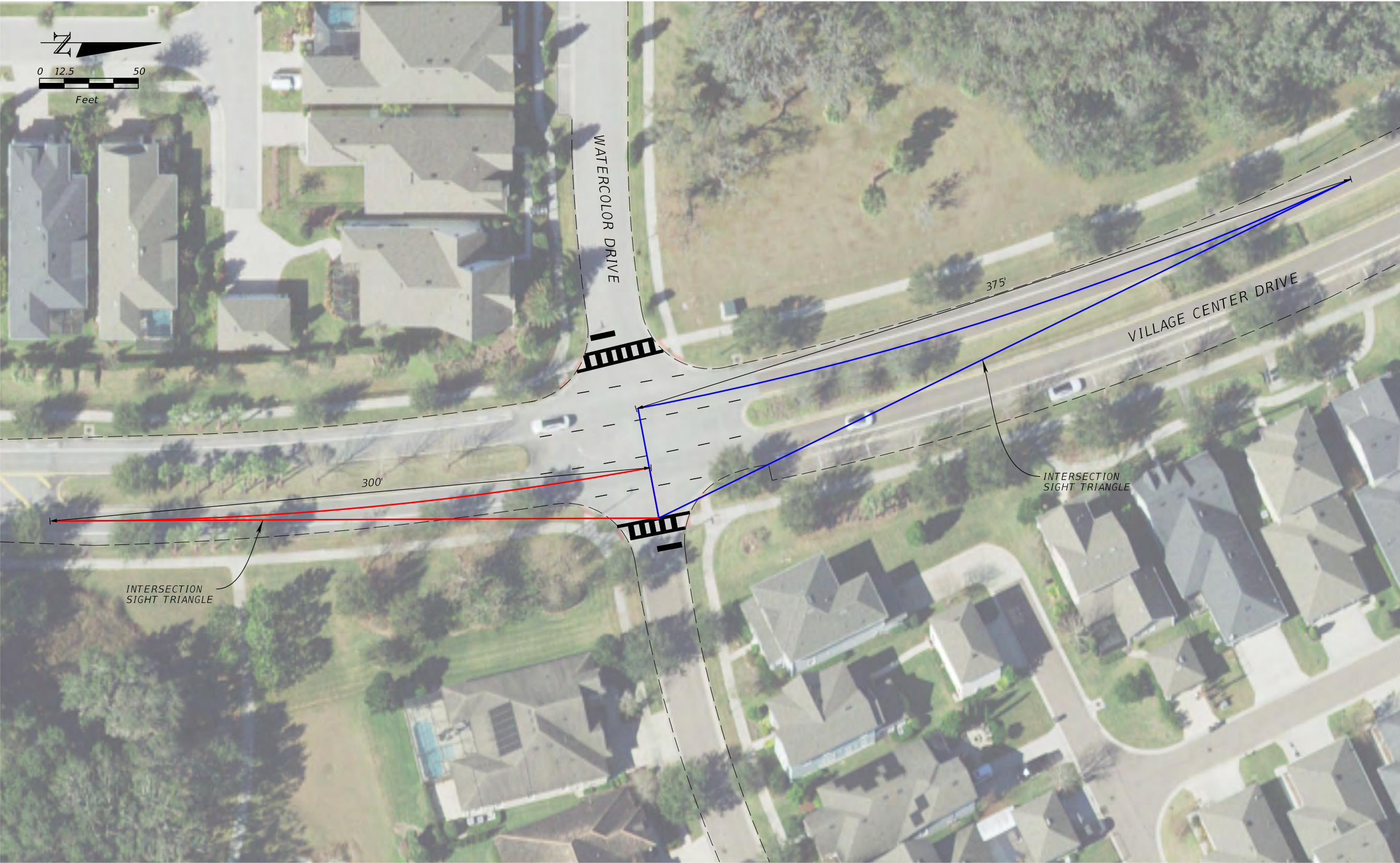


Thank you,









REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

**Kimley»Horn**



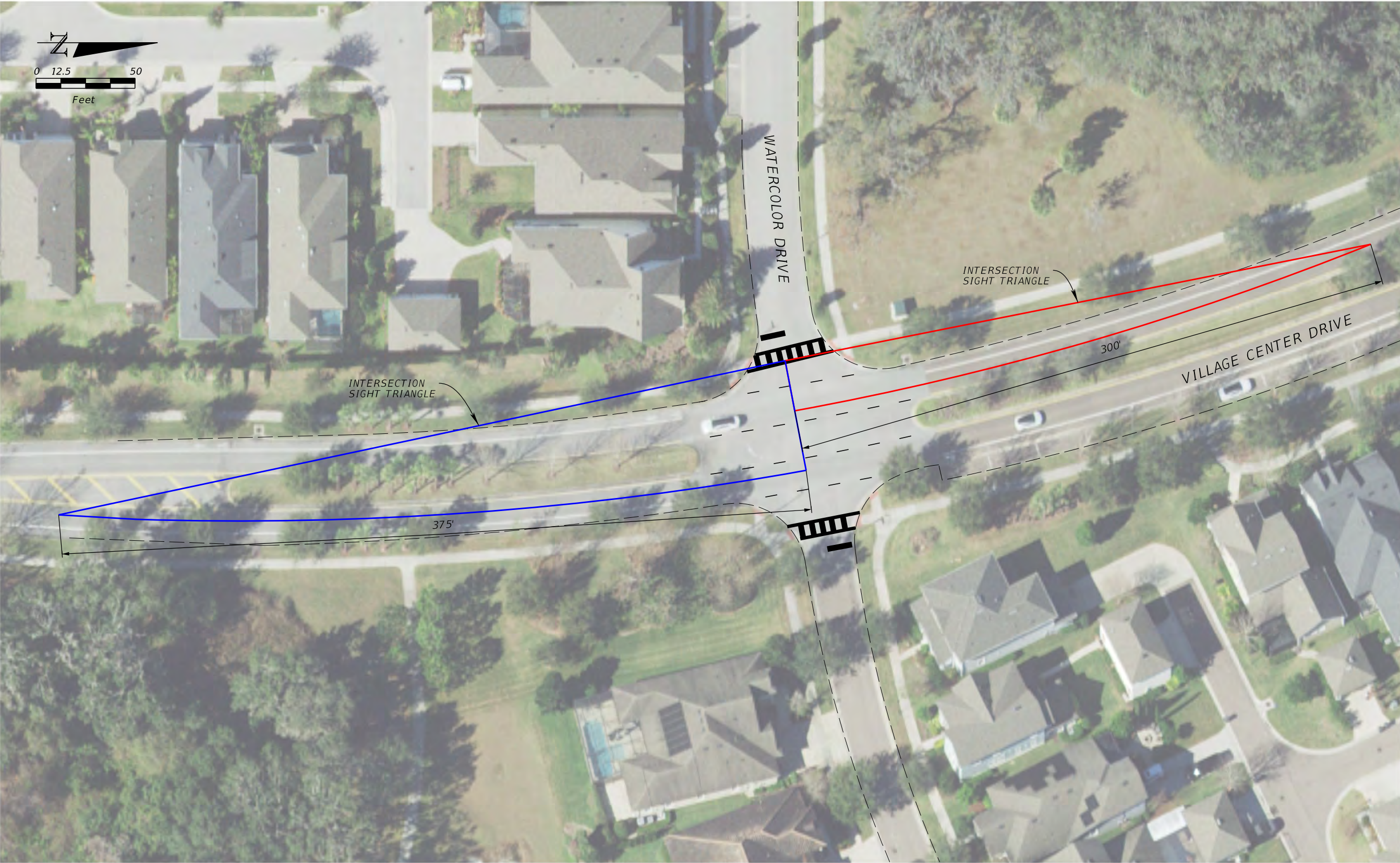
PUBLIC WORKS ADMINISTRATION  
601 E. KENNEDY BLVD.  
TAMPA, FLORIDA 33602

WATERCOLOR DRIVE & VILLAGE CENTER DIRVE  
**SIGHT TRIANGLES  
EAST LEG OF INTERSECTION**

SHEET  
NO.


1





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION





PUBLIC WORKS ADMINISTRATION

601 E. KENNEDY BLVD.

TAMPA, FLORIDA 33602

WATERCOLOR DRIVE & VILLAGE CENTER DIRVE

SIGHT TRIANGLES  
WEST LEG OF INTERSECTION

SHEET NO.
2



**ADDENDUM #32 AUTHORIZING ADDITIONAL WORK PURSUANT TO  
LANDSCAPE MAINTENANCE AGREEMENT BETWEEN BRIGHTVIEW  
LANDSCAPE SERVICES, INC. AND FISHHAWK COMMUNITY  
DEVELOPMENT DISTRICT IV**

**Description of Work and Proposal Date:  
Landscape Work at Village Center Dr. & Watercolor Dr. \$10,850.00**

**THIS ADDENDUM** is made and entered into this 7<sup>th</sup> day of March 2024, by and between **FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida and with offices at 2700 N. Falkenburg Road Suite 2745,, Riverview, Florida 33578 (the “**District**”), and **BRIGHTVIEW LANDSCAPE SERVICES, INC.**, a Florida corporation, whose address is 9713 Palm River Road, Tampa, Florida 33619 (the “**Contractor**”) for the purpose of adding work to the **LANDSCAPE MAINTENANCE SERVICES AGREEMENT BETWEEN BRIGHTVIEW LANDSCAPE SERVICES, INC. AND FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV**, dated August 1, 2021 (the “**Landscape Agreement**”).

**RECITALS**

**WHEREAS**, Contractor has agreed to provide additional landscape services, in accordance with the terms and conditions of the Landscape Agreement, as further described in attached Exhibit “A” (“**Proposal for Extra Work at Fishhawk CDD IV**”), at the prices set forth in Exhibit “A”.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Addendum, it is agreed that the Contractor is hereby retained by the District to perform the additional work set forth in Exhibit “A”, in accordance with the terms and conditions of the Landscape Agreement:

- 1. INCORPORATION OF RECITALS.** The recital above are true, and are incorporated as a material part of this Addendum.
- 2. STATUS OF LANDSCAPE AGREEMENT.** The terms and conditions of the Landscape Agreement remain in full force and effect and govern all work under this Addendum.
- 3. EFFECT OF ADDENDUM.** By this Addendum, the Parties agree to include the additional work described in Exhibit “A”. All work and services shall be performed in accordance with the terms and conditions of the Landscape Agreement.
- 4. COUNTERPARTS.** This Addendum may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute one instrument.

**IN WITNESS WHEREOF**, the parties execute this 32<sup>nd</sup> Addendum the day and year first written above.

Attest

**FISHHAWK COMMUNITY  
DEVELOPMENT DISTRICT IV**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Dayna Kennington  
Chair, Board of Supervisors

**BRIGHTVIEW LANDSCAPE SERVICES,  
INC.,** a Florida corporation

\_\_\_\_\_  
(Signature of Witness)

By:\_\_\_\_\_

Its:\_\_\_\_\_

\_\_\_\_\_  
(Print Name of Witness)

Date:\_\_\_\_\_



EXHIBIT "A":  
PROPOSAL FOR EXTRA WORK FOR FISHHAWK CDD IV  
**One year warranty on all plants**

**Landscape Work at Village Center Dr. & Watercolor Dr. \$10,850.00**

**BrightView Tree Care Services**

Branch Office #34230  
9713 Palm River Road  
Tampa, 33619  
Chris Frasher  
chris.frasher@brightview.com  
tel:813-613-6313

**Tree Care Service Address/Location**

Fishhawk intersection and sign view on Village enter Dr.  
Village Center Dr. and Watercooler Dr  
Lithia, FL 33547

**Tree Care Service Billing Address**

Fishhawk intersection and sign view on Village enter Dr.  
Village Center Dr. and Watercooler Dr  
Lithia, FL 33547

**Proposed Tree Care Services**

	Species	DBH	Qty	Objective	Price
	American Sycamore <i>Platanus occidentalis</i>	7"-12"	3	Crown Raise	\$750
	Cabbage Palmetto <i>Sabal palmetto</i>	13"-18"	9	Removal and Stump Grind	\$5,850
	Southern Live Oak <i>Quercus virginiana</i>	7"-12"	2	Crown Raise / Crown Reduce	\$550
	Southern Live Oak <i>Quercus virginiana</i>	7"-12"	1	Crown Raise / Crown Reduce / Street Clearance / Structure Prune	\$250
	Southern Live Oak <i>Quercus virginiana</i>	13"-18"	1	Removal and Stump Grind	\$1,000
	Southern Live Oak <i>Quercus virginiana</i>	7"-12"	1	Removal and Stump Grind	\$700
	Southern Live Oak <i>Quercus virginiana</i>	7"-12"	1	Removal and Stump Grind to Ground Level	\$1,000
	Southern Live Oak <i>Quercus virginiana</i>	7"-12"	1	remove & stump grind	\$750
<b>Total</b>					<b>\$10,850</b>

Fishhawk intersection and sign view on Village enter Dr.



- Legend (19)
- Cabbage Palmetto (9)
  - Southern Live Oak (7)
  - American Sycamore (3)



Fishhawk intersection and sign view on Village enter Dr.

Fishhawk Village Center Dr. & Watercolor Intersection



February 20, 2024

*Quercus virginiana* ID# 1  
Southern Live Oak  
DBH: 7"-12"  
Health: 80% - Good



February 20, 2024

*Quercus virginiana* ID# 1  
Southern Live Oak  
DBH: 7"-12"  
Health: 80% - Good



February 20, 2024

*Quercus virginiana* ID# 2  
Southern Live Oak  
DBH: 7"-12"  
Health: 80% - Good



Parkway Strip  
Removal and Stump Grind to Ground Level

Live oak is blocking view of the intersection for cars traveling south on Village Cir. towards Watercolor. Also the street light is totally blocked heading from the same direction. Only grind stump to grade there is a green box just to the west of the tree Need to call 811 for locates before grinding!!!



Parkway Strip  
Removal and Stump Grind to Ground Level

Live oak is blocking view of the intersection for cars traveling south on Village Cir. towards Watercolor. Also the street light is totally blocked heading from the same direction. Only grind stump to grade there is a green box just to the west of the tree Need to call 811 for locates before grinding!!!



Street Tree  
Crown Raise / Crown Reduce / Street  
Clearance / Structure Prune

Elevate tree canopy to 11'-13' above grade and reduce back towards the curb on street side 2'-4' for cars traveling in the west lane heading south on Village Circle for better view of the intersection at Watercolor. Will need to preform more of a structure prune and not just a side prune. This will help promote new growth in the canopy and create a clear view of the intersection on the approach to Page 3 Watercolor.



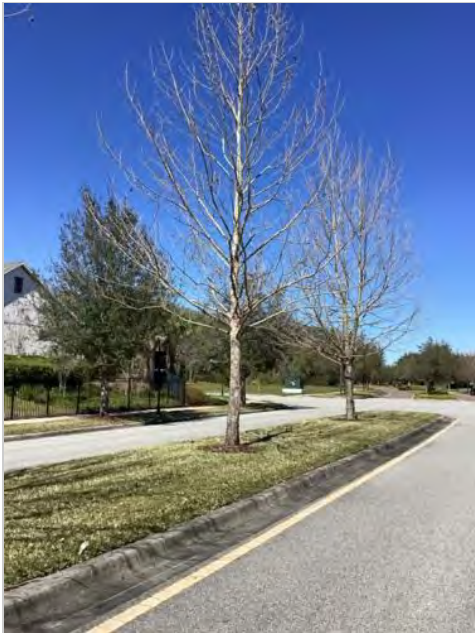
Fishhawk intersection and sign view on Village enter Dr.

Fishhawk Village Center Dr. & Watercolor Intersection



February 20, 2024

*Platanus occidentalis* ID# 3  
American Sycamore  
DBH: 7"-12"  
Health: 80% - Good



February 20, 2024

*Platanus occidentalis* ID# 4  
American Sycamore  
DBH: 7"-12"  
Health: 80% - Good



February 20, 2024

*Platanus occidentalis* ID# 5  
American Sycamore  
DBH: 7"-12"  
Health: 80% - Good



Median  
Crown Raise  
  
Elevate tree canopies to 13' above grade



Median  
Crown Raise  
  
Elevate tree canopies to 13' above grade



Parkway Strip  
Crown Raise  
  
Elevate tree canopies to 13' above grade



Fishhawk intersection and sign view on Village enter Dr.

Fishhawk Village Center Dr. & Watercolor Intersection



February 20, 2024

*Sabal palmetto* ID# 6  
Cabbage Palmetto  
DBH: 13"-18"  
Health: 80% - Good



Google Imagery ©2024 Airbus, Maxar Technologies, U.S. Geological Survey  
Median  
Removal and Stump Grind

The cluster of palms trunks makes it very hard to see intersection approaching from the south



February 20, 2024

*Sabal palmetto* ID# 7  
Cabbage Palmetto  
DBH: 13"-18"  
Health: 80% - Good



Google Imagery ©2024 Airbus, Maxar Technologies, U.S. Geological Survey  
Median  
Removal and Stump Grind



February 20, 2024

*Sabal palmetto* ID# 10  
Cabbage Palmetto  
DBH: 13"-18"  
Health: 80% - Good



Google Imagery ©2024 Airbus, Maxar Technologies, U.S. Geological Survey  
Median  
Removal and Stump Grind



Fishhawk intersection and sign view on Village enter Dr.

Fishhawk Village Center Dr. & Watercolor Intersection



February 20, 2024

*Sabal palmetto* ID# 12  
Cabbage Palmetto  
DBH: 13"-18"  
Health: 80% - Good



Google Imagery ©2024 Airbus, Maxar Technologies, U.S. Geological Survey  
Median  
Removal and Stump Grind  
  
Blocking view of intersection



February 20, 2024

*Quercus virginiana* ID# 15  
Southern Live Oak  
DBH: 7"-12"  
Health: 80% - Good

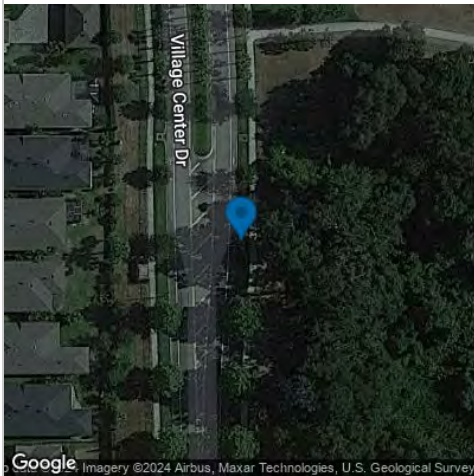


Google Imagery ©2024 Airbus, Maxar Technologies, U.S. Geological Survey  
Median  
Crown Raise / Crown Reduce  
  
Tree is blocking the view of the intersection come from the south to Watercolor intersection Just need. To elevate to 13' above grade for sight clearance coming up to Watercolor from the south



February 20, 2024

*Quercus virginiana* ID# 16  
Southern Live Oak  
DBH: 7"-12"  
Health: 80% - Good



Google Imagery ©2024 Airbus, Maxar Technologies, U.S. Geological Survey  
Parkway Strip  
remove & stump grind  
  
Tree is going to continue to grow into the sight bath due to the large oaks behind dominating the smaller oak street tree and will continue to grow in sight path coming up to the Watercolor intersection.



Fishhawk intersection and sign view on Village enter Dr.

Fishhawk Village Center Dr. & Watercolor Intersection



February 20, 2024

*Quercus virginiana* ID# 17  
Southern Live Oak  
DBH: 13"-18"  
Health: 80% - Good



February 20, 2024

*Quercus virginiana* ID# 18  
Southern Live Oak  
DBH: 7"-12"  
Health: 80% - Good



February 20, 2024

*Quercus virginiana* ID# 19  
Southern Live Oak  
DBH: 7"-12"  
Health: 80% - Good



Parkway Strip  
Removal and Stump Grind

Tree will continue to grow in sight path of cars along the parkway heading from the south towards Watercolor making it a blind corner coming up to Watercolor intersection.



Parkway Strip  
Crown Raise / Crown Reduce

Elevate to 13' above grade and reduce back 1'-2' back towards the curb to help the view of cars traveling north on Village Cir. Coming up to Watercolor.



Parkway Strip  
Removal and Stump Grind

Tree has damaged at the base of the trunk and will only become more hazardous to cars and pedestrians

Fishhawk intersection and sign view on Village enter Dr.

Fishhawk Village Center Dr. & Watercolor Intersection



February 20, 2024

*Quercus virginiana* ID# 19  
Southern Live Oak  
DBH: 7"-12"  
Health: 80% - Good



Google Imagery ©2024 Airbus, Maxar Technologies, U.S. Geological Survey

Parkway Strip  
Removal and Stump Grind

Tree has damaged at the base of the trunk  
and will only become more hazardous to cars  
and pedestrians



# BrightView Tree Care Services

## Terms & Conditions

1. **Bid Specifications:** The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications. Work is being done in accordance with ANSI A300 standards.
2. **Bid Expiration:** This proposal will remain in effect for thirty (30) days from the date it was first presented to Client/Owner, unless accepted or rejected by Client/Owner, or withdrawn by Contractor prior to that time.
3. **Work Force:** Contractor shall designate a qualified representative with experience in tree management. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.
4. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. BrightView Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. BrightView Tree Care Services will repair damaged irrigation lines at the Client/Owner's expense.
5. **Scheduling of Work:** If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.
6. **Work Hours:** Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2:30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.
7. **License and Permits:** Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other license and permit requirements of relevant city, state and federal governments, as well as all other requirements of law.
8. **Taxes:** Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
9. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a \$1,000,000 limit of liability.
10. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner.
11. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.
12. **Non-Union Contractor:** Client/Owner acknowledges that Contractor is not a signatory to any union agreements. If any services hereunder would be covered by any labor union that Client/Owner is bound to or that may have a claim to such work, then this written proposal shall be immediately terminated and become void, with no further liability to Contractor.
13. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
14. **Additional Services:** Any additional work, changes in the scope of work, or additional contract terms introduced by Client/Owner that are not specified in the signed written proposal shall constitute a counter offer and will require a new written proposal or an executed written order to address such changes. Any additional costs related thereto shall be charged by Contractor as an extra charge over and above the estimate.
15. **Access to Job Site:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
14. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
15. **Cancellation:** Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.
16. **Assignment:** The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
17. **Disclaimer:** This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by BrightView Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

## Acceptance of this Proposal

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by BrightView Tree Care Services within fifteen (15) days after billing, BrightView Tree Care Services shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

**NOTICE:** FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

## Customer

Signature

February 26, 2024

Printed Name

Date

## BrightView Tree Care Services

*Chris Frasher*

February 26, 2024

Signature

Date

Chris Frasher

February 26, 2024

Printed Name

Date