



Rizzetta & Company

Fishhawk Community Development District IV

**Board of Supervisors' Meeting
April 4, 2024**

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

www.fishhawkcdd4.org

FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV

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

www.fishhawkcdd4.org

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

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

March 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, April 4, 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 March 7, 2024Tab 1
 - B.** Ratification of Operations & Maintenance
Expenditures for February 2024.....Tab 2
- 4. STAFF REPORTS**
 - A.** Landscape Inspection Services Report.....Tab 3
 - B.** Landscape Report
 - i. Response to February Landscape Maintenance Report....Tab 4
 - C.** Irrigation ReportTab 5
 - i. SWFWMD Water Use Permit Report.....Tab 6
 - D.** Aquatic Services Report.....Tab 7
 - E.** District Counsel
 - F.** District Engineer
 - G.** HOA Property Manager
 - H.** District ManagerTab 8
 - i. Presentation of Website Compliance ReportTab 9
- 5. BUSINESS ITEMS**
 - A.** Consideration of Signage Proposals.....Tab 10
 - B.** Consideration of Encore Well Proposal.....Tab 11
 - C.** Discussion of Tampa Bay Water Pipeline Project
 - D.** Discussion of Traffic Study.....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, March 7, 2024, 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, Chairman (via phone)
Daniel Rothrock	Board Supervisor, Vice-Chairman
Jeffrey Stewart	Board Supervisor, Assistant Secretary
Scott Sheffield	Board Supervisor, Assistant Secretary
Adam Brygidyr	Board Supervisor, Assistant Secretary

Also present were:

Debby Wallace	District Manager; Rizzetta & Company, Inc.
Erin McCormick	District Counsel; Erin McCormick Law (via phone)
Wesley Elias	District Manager; Rizzetta & Company, Inc.
John Fowler	Field Services Manager; Rizzetta & Company, Inc.
Patti Picciano	HOA Property Manager
Sam Patel	Representative, Brightview
Paul Vina	Representative, Ballenger Irrigation

Audience	Present
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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

Mr. Ed Hager of Encore introduced himself to the Board.

THIRD ORDER OF BUSINESS

Consideration of Minutes of Board of Supervisors' Regular Meeting Held February 1, 2024

Ms. Wallace presented the minutes of the Board of Supervisors' meeting held on February 1, 2024, to the Board. There were no questions on the minutes.

On a Motion by Mr. Stewart, seconded by Mr. Brygidyr, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors regular meeting held on February 1, 2024, as presented, for the FishHawk Community Development District IV.

On a Motion by Mr. Sheffield, seconded by Ms. Kennington, with all in favor, the Board of Supervisors authorized the District Manager to purchase three (3) "warning alligator" signs for around the pond by the townhomes, for the FishHawk Community Development District IV.

FOURTH ORDER OF BUSINESS

Ratification of Operations & Maintenance Expenditures for January 2024

Ms. Wallace presented the January 2024 Operation & Maintenance Expenditures to the Board.

On a Motion by Mr. Rothrock, seconded by Mr. Stewart, with all in favor, the Board of Supervisors ratified the Operations & Maintenance expenditures for January 2024 (\$112,264.69), 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. The Board requested that Brightview provide a response to all future field inspection reports with dates of completion.

B. Landscape Report

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

On a Motion by Mr. Brygidyr, seconded by Mr. Rothrock, with all in favor, the Board of Supervisors approved Brightview proposal for removal and stump grind tree over Tampa Bay Water Easement in the amount of \$1,100.00, for the FishHawk Community Development District IV.

On a Motion by Mr. Rothrock, seconded by Mr. Brygidyr, with all in favor, the Board of Supervisors approved Brightview Addendum #33 in the amount of \$10,980.00 (10% discount from the proposal presented) to include filling in any voids with stump grind and rope off any areas with caution tape, for the FishHawk Community Development District IV.

C. Irrigation Services Report

Mr. Vina reviewed the report with the Board.

D. Aquatic Services Report

The Board reviewed the aquatic services report.

E. District Counsel

No report. Ms. McCormick will send email to the Board regarding Ethics 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 April 4, 2024, at 10:00 a.m.

SIXTH ORDER OF BUSINESS

Consideration of Street Signage Proposal

Ms. Wallace is in the process of collecting proposals from three (3) vendors and presented the scope of work for the project and received the sign plans from District Engineer and provided the plans to the vendors.

SEVENTH ORDER OF BUSINESS

Discussion of Traffic Study

This item was tabled to the next CDD meeting so District Engineer can discuss.

EIGHTH ORDER OF BUSINESS

Supervisor Comments

Ms. McCormick discussed the Ethics training again and recommended Board members to complete training prior to July and also the Form 1 is due July 1, 2024.

NINTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Brygidyr, seconded by, Mr. Sheffield, with all in favor, the Board of Supervisors adjourned the meeting at 11:00 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

February 2024

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2024 through February 29, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$167,778.21**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Fishhawk IV Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Amount</u>
Ballenger & Company, Inc.	100067	23735	Irrigation Maintenance 02/24	\$ 4,550.00
Ballenger & Company, Inc.	100080	24105	Irrigation Repairs 02/24	\$ 1,050.00
BrightView Landscape Services, Inc.	100066	8676774	Installed Pine Bark Mini Mulch 11/23	\$ 43,350.00
BrightView Landscape Services, Inc.	100066	8780854	Removed Palm & Stump 01/24	\$ 864.00
BrightView Landscape Services, Inc.	100068	8761955	Monthly Landscape Maintenance 02/24	\$ 18,410.83
BrightView Landscape Services, Inc.	100077	8689889	Monthly Landscape Maintenance 12/23	\$ 18,410.83
BrightView Landscape Services, Inc.	100081	5823286	Installed 850 CY Pine Bark Mulch 02/24	\$ 43,350.00
Brletic Dvorak, Inc.	100075	1358	Engineering Services 01/24	\$ 675.00
Dayna J. Kennington	100069	DK020124	Board of Supervisors Meeting 02/01/24	\$ 200.00
Erin McCormick Law, P.A.	100070	10723	Legal Services 01/24	\$ 3,018.89
Erin McCormick Law, P.A.	100078	10716	Legal Services 12/23	\$ 2,467.64
Fourqurean Well Drilling LLC	100084	1317	Well Service 02/24	\$ 11,024.00
Jayman Enterprises, LLC	100082	2975	Replaced Watercooler Park 02/24	\$ 225.00
Jeffrey Stewart	100071	JS020124	Board of Supervisors Meeting 02/01/24	\$ 200.00

Fishhawk IV Community Development District

Paid Operation & Maintenance Expenditures

February 1, 2024 Through February 29, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Amount</u>
Poop 911	100072	3640C	11 Doggie Stations & 10 Trashcans 01/24	\$ 702.00
Rizzetta & Company, Inc.	100065	INV0000087130	District Management Services 02/24	\$ 4,930.67
Scott C Sheffield	100073	SS020124	Board of Supervisors Meeting 02/01/24	\$ 200.00
Sitex Aquatics, LLC	100074	8047-B	Monthly Lake Maintenance 02/24	\$ 1,350.00
TECO	ACH	211009775761 01/24 Autopay	13773 Fishhawk Blvd 01/24	\$ 37.20
TECO	ACH	211009776033 01/24 Autopay	5601 Balcony Bridge 01/24	\$ 48.28
TECO	ACH	211017320014 01/24 Autopay	Village Center Dr PH2 01/24	\$ 12,191.37
Times Publishing Company	100079	0000305587 09/13/23	Legal Advertising Account #106984 09/23	<u>\$ 522.50</u>
Total Report				<u>\$ 167,778.21</u>

Tab 3

FISHHAWK IV

LANDSCAPE INSPECTION REPORT



March 25th, 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.

❑ Need to concentrate on remove Spanish Moss in trees to contracted 15 feet high.

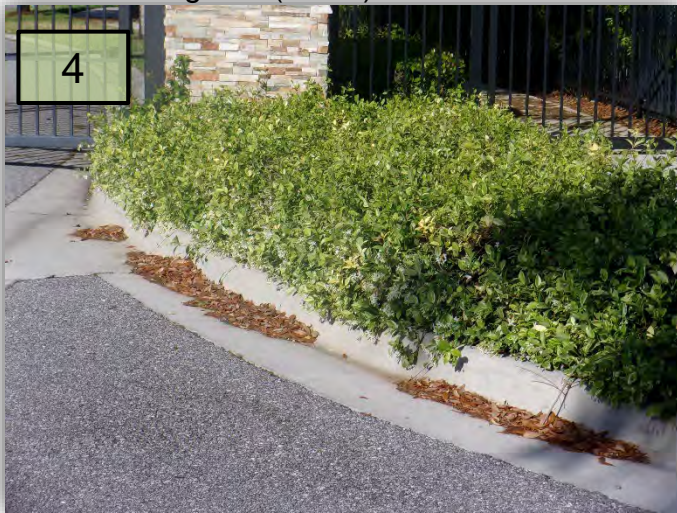
The following are action items for BrightView to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates 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. Need to switch out annuals soon. Still okay but declining.

3. **There is a dead Sable Palm on the median of Mosaic just North of Circa Crossing. Was a proposal for removal?**

4. Edge the Jasmine to the curbing line each service. This one in front of the Sagewood entrance gate. (Pic. 4)



5. Diagnose and treat the turf on Circa Crossing on the North ROW just West of Mosaic. May need a proposal for new turf here.

6. Schedule a pruning event for the Bougainvillea at the Mosaic and Circa Crossing roundabout.

7. Noting during this inspection that Brightview is on property pruning the palms on Mosaic.

8. Remove Spanish Moss on Bald Cypress and Red Maple trees on Mosaic just North of Circa Crossing on the West ROW. (Pic. 8)



9. Remove Spanish Moss on Oak trees on the corner of Watercolor and Boyette to the contract height of 15 feet.

10. There is a heavy weed infestation in the bed on Boyette Rd. that borders the Sagewood aluminum fence.

11. Treat weeds in the Barrington Stowers and Mosaic roundabout bed.

12. Raise the Oak canopy in the Barrington Stowers and Mosaic roundabout bed to contract height.



Watercolor, VCD

13. Bare area where a tree was removed on the corner of Watercolor and Boyette. Need a proposal for sod here.

14. Treat ant mounds on Watercolor Dr. between Boyette Rd. and Village Center Dr. The population has greatly reduced but still a couple mounds left.

15. Diagnose and treat the Croton on the inbound ROW of Sparrowhead Way off Watercolor Dr. Once treated, they could use a rejuvenation cutback.

16. There are vines growing in the Magnolia on Watercolor Dr. across the street from Sparrowhead Way. Please remove. (Pic. 16)



17. Treat grassy weeds in the Liriope along the aluminum fence on the entrance ROW of Sparrowhead Way.

18. Treat a declining Silver Buttonwood and remove Ball Moss on the West ROW of Sparrowhead Way along the aluminum fence.

19. Diagnose and treat the Bougainvillea that is not thriving on the entrance side of Sparrowhead Way.

20. Remove dangling staking straps that are dangling on the tree on the entrance side of Sparrowhead Way by the camera.

21. Large bare areas of turf on Watercolor Dr. on the South ROW between Sparrowhead Way and Village Center Dr. May need sod enhancement. (Pic. 21)



22. It appears the passive park on the Northwest corner of Watercolor Dr. and Village Center Dr. has not been serviced recently. Ensure this is mowed with the rest of the CDD.

23. Still appears a couple tree canopies need lifting on the sidewalk of VCD from Watercolor to Natures Reserve West ROW.

24. Two bare areas where trees were removed on VCD just North of Natures Reserve Dr. Was a proposal submitted for sod?

25. Some of the turf throughout the district seems to be responding to fertilizer and warm weather but not all the areas.

26. One example of turf not showing improvement is on Natures Reserve Dr. on the Encore entrance side.

27. Treat weeds in the bed on the Southwest corner of Natures Reserve Dr. and VCD.

28. Bougainvillea still do not look good on the median island of Natures Reserve Dr. East of VCD. I feel we need to get a proposal to remove and plant a different species.



29. Still an area of turf on Quintessa roundabout that does not look healthy. There is a chemical sign though like it was treated recently.

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

31. Remove vines growing on the Indian Hawthorn in the bed at Lambert Bridge Ln. roundabout.

32. It appears the passive park on Lambert Bridge on the South ROW between Iron Horse and Knob Tree is not being serviced with the rest of the district. Please ensure this is done. (Pic. 32)



33. Remove Ball Moss and Spanish Moss in the trees on both corners of Eastside of VCD and Natures Reserve Dr. intersection.

34. Turf does not seem to be responding to fertilizer application on Village Center Dr. between Watercolor Dr. and Natures Reserve Dr.

35. Remove a Brazilian Pepper Tree growing within the Plumbago on the SE corner of VCD and Watercolor Dr.

36. Edge Jasmine off the curbs on the medians of VCD each service.

37. Bare area that may need new turf on the NE corner of Shell Ridge and VCD intersection.

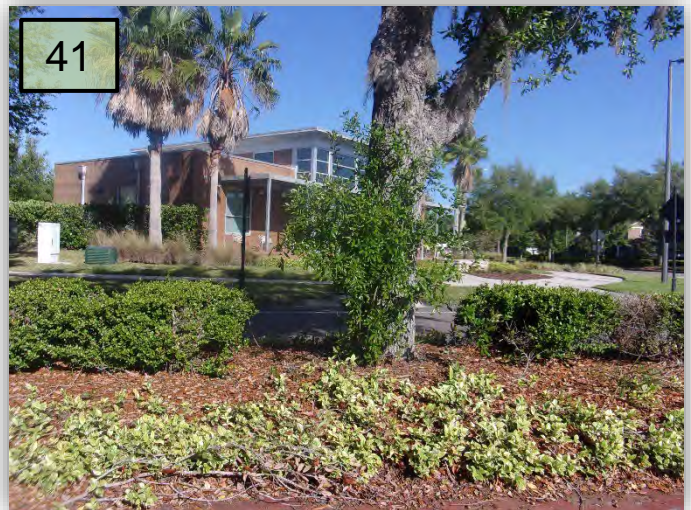
38. Bare area that may need new turf on the NE corner of Quarry Lake and VCD. (Pic. 38)



39. Diagnose and treat the declining turf on Village Center Dr. medians between Quarry Lake and Barrington Stowers.

40. Remove any dead material in the Indian Hawthorn at the VCD and Slate Rock roundabout.

41. Remove Oak sucker growth off the base of the trunks in the medians of VCD. There are several in need. (Pic. 41)



42. Remove an Arboricola in the Flax Lily on VCD located between Barrington Stowers and Circa Fishhawk Blvd.

Village Center Dr., Watercolor Dr.

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

44. Diagnose and treat declining Jasmine in the median on VCD just past North of Barrington Stowers.
45. Remove any dead Ilex Shillings in the median on VCD between Barrington Stowers and Circa Fishhawk Blvd.
46. Treat weeds in the shrubs at the VCD and Circa Fishhawk Blvd. roundabout.
47. Diagnose and treat all the Firebush and Blue Daze on the median triangles throughout the district. May require rejuvenation cutbacks once treated to promote new growth.
48. Mulch was not installed on the walkthrough path tree rings between Caldera Ridge Dr. and Quartz Lake Way.
49. **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?**
50. Mulch was not installed on the walkthrough path tree rings from Rolling Dunes Rd. to Parkside Ridge Way.
51. Remove Spanish Moss in the trees at the park on Chert Hill to contract height of 15 feet.
52. Set a pruning event for the Ligustrum trees on the walkthrough path from Rolling Dunes Rd. to Parkside Ridge Way.
53. 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.

55. 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. Was a proposal provided?

56. 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.



57. Appears mulch was missed on the tree rings on the walkthrough path of Jasper Glen to Shell Ridge across the street of Parkside Ridge.
58. Remove Spanish Moss in the trees to contract height at Parkside Ridge Park.
59. Remove Jasmine vine growing up the Crepe Myrtle tree on Jasper Glen at the end of Parkside Ridge Park.
60. Noting there is still a pile of dirt on the sidewalk of Watercolor Dr. across the street from Barrington Stowers.
61. Two bare areas where trees were removed on Watercolor Dr. across the street from Barrington Stowers. Was a proposal provided to remedy this area? Please provide one for sod and another for trees going back in as this may be an area needed for tree replacement.



Barrington Stowers, Shell Ridge

62. There appears to be a dead tree on the ROW of Barrington Stowers between Watercolor and Jasper Glen. Investigate and report your findings.



70. Improve turf vigor and density at the irrigation clock on Watercolor across the street from Shell Ridge Dr.

71. There are a couple areas in Central Park where the turf appears dry. Most are on berms. Check for coverage and time.

72. Remove Spanish Moss in Oaks and Crepe Myrtles on Shell Ridge Dr. in Central Park.

73. Bare area where a tree was removed on Shell Ridge between Briar Chapel Way and Barrington Stowers. Was a proposal provided?

74. Remove a Brazilian Pepper growing up in the Loropetalum across the street from Briar Chapel on Shell Ridge Dr.

75. Remove sucker growth off the base of the Crepe Myrtle trees in the beds on the CDD portion behind the amenity center on Shell Ridge.

76. Cut back the leggy Thryallis on the North ROW of Shell Ridge between Caldera Ridge Dr. to VCD.

77. Diagnose and treat the declining turf on Shell Ridge on the North ROW between Caldera Ridge and VCD.

63. Check the irrigation for coverage and time for the turf on the berm on Barrington Stowers between Shell Ridge and Quarry Lake Rd.

64. Raise the Oak canopy overhanging the sidewalk on Barrington Stowers by Caldera Ridge.

65. 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? Does not seem to be responding to fertilizer application.

66. Remove palm volunteers growing in the bed in front of unit 14107 Barrington Stowers.

67. Remove Spanish Moss in the trees in the medians of Barrington Stowers.

68. Remove dead Ilex Shillings in the median of Barrington Stowers across the street from the elementary school. (Pic. 68>)

69. Diagnose and treat declining Ornamental Grasses at the park of Circa Fishhawk and Watercolor Dr.



Circa Fishhawk Blvd., Fishhawk Blvd.

- 78. Appears the mailbox kiosk bed on Quarry Lake Rd. was not mulched.
- 79. Mulch not installed on walkthrough path tree rings between Quarry Lake Rd. and Esker Falls Ln.
- 80. Tree rings were not mulched on small park on Caldera Ridge Dr by park on Whisper Bench Way.
- 81. Park not mulched on Hometown Ln. and Colony Glen.
- 82. Remove vines growing on the Viburnum by the electrical box on Hometown Ln.
- 83. Remove Spanish Moss in a Magnolia tree at the park on Kingsley Corner Way.
- 84. Raise the Oak canopy on Circa Fishhawk Blvd. just South of VCD almost touching the ground. (Pic. 84)



- 85. Tip prune the Oleander just under the lettering on the monument of Circa Fishhawk and Fishhawk Blvd. intersection.
- 86. Asking if Fishhawk Blvd. medians were approved for mulching? I believe it was Pine Straw in the past.



Proposals

1. Brightview to provide a proposal to remove a dead Sable Palm on Mosaic median just North of Circa Crossing. Item #3 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?*****

4. Brightview to provide a proposal to remove the declining Bougainvillea on the median island of Natures Reserve Dr. just East of VCD. Need a couple different species that will thrive in this area. Item #28 in the report.



Tab 4

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. *Sam*
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? *Sam*
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. ✓ *complete*
8. Noting I watched TruGreen fertilizing, and it was in liquid form. Should be slow-release granules. *Sam 3-14 3-15*
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. ✓ *complete*
11. Treat crack weeds in the pavers on the roundabout of Mosaic and Barrington Stowers. ✓ *complete*
12. It appears ½ of the Viburnums were pruned on the South fence of Sagewood along Boyette. Ensure the rest are completed. *Carlos 3-18-21*
13. Treat the broadleaf turf weeds on Watercolor Dr. from Boyette to Sparrowhead Way. *3-14- 3-15*
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.



Rizzetta & Company
Professionals in Community Management

3-18-21

3-18

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.

3-20

18. Treat weeds in the beds on Sparrowhead Way.

3-20

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. Soil And Ase of Turf

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.

Complete

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.

3-20

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.

Complete

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.

Complete

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.

3-27



Rizzetta & Company
Professionals in Community Management

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. *complete*

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

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)



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?

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

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

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.

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. 3-17-23

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)



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

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

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

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. 3-14-3-15



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. 3-14-3-15

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. Complete

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. 3-14-3-15

73. Appears the mailbox kiosk bed on Quarry Lake Rd. was not mulched. 3-20

74. Mulch not installed on walkthrough path tree rings between Quarry Lake Rd. and Esker Falls Ln. 3-20

75. Treat broadleaf turf weeds on Esker Falls Ln. across the street from the park on Whisper Bench Way. 3-14-3-15

3-20



Rizzetta & Company
Professionals in Community Management

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.

3-22

79. Remove ferns growing on both sides of the monument in the median on Fishhawk Blvd. and Circa Fishhawk Blvd. monument. ✓ complete.

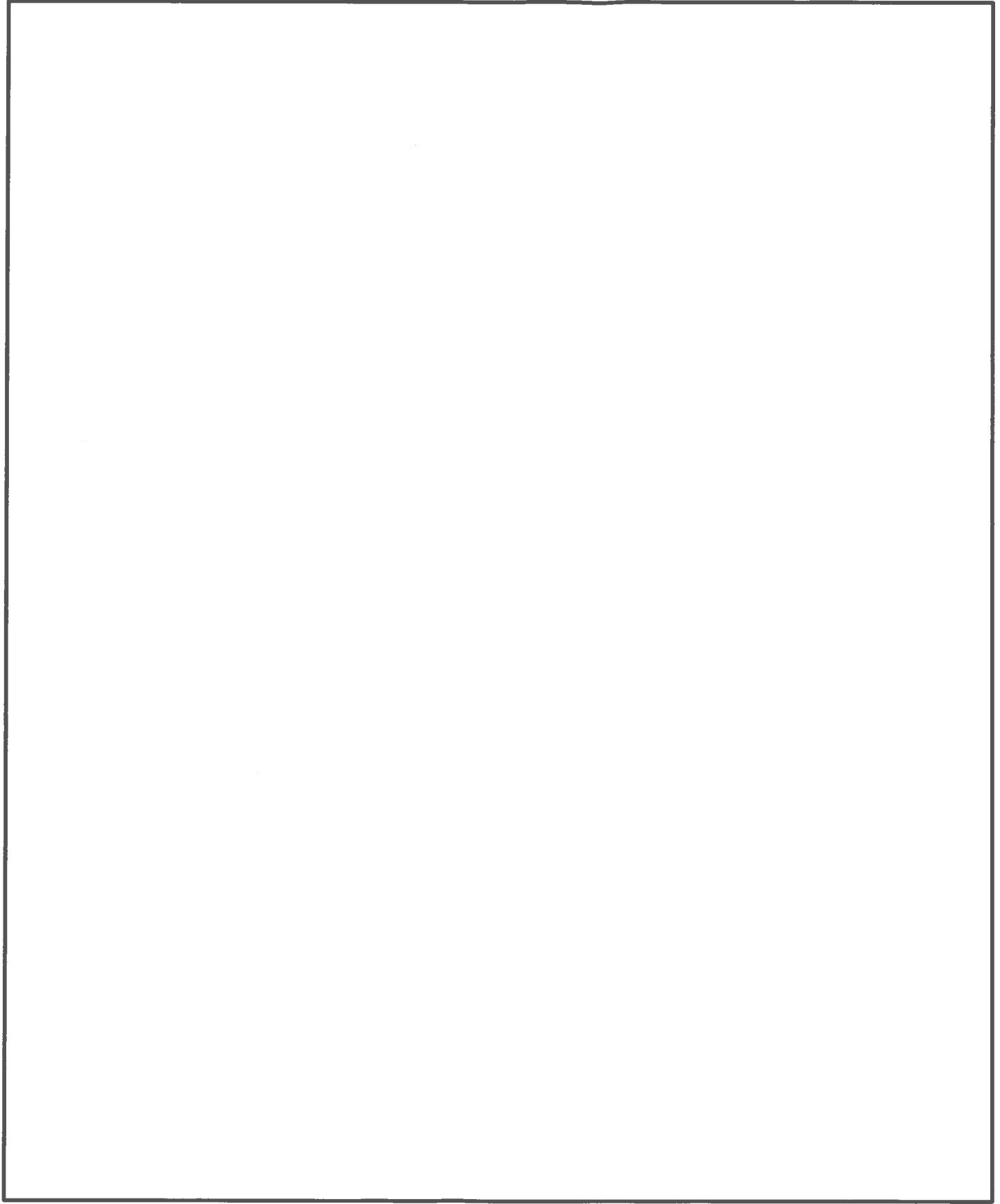
80. Park not mulched on Hometown Ln. and Colony Glen. complete

81. Asking if Fishhawk Blvd. medians were approved for mulching? I believe it was Pine Straw in the past.

proposal will
be sent 3-21



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 5



Enhancing landscape with water-conscious techniques

March 21, 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:

- Estimate was submitted and approved to repair the 3" mainline leak across from 6124 Watercolor. Work was completed on March 14, 2024.
- Water Use Permit #3745.12 meter readings were updated with Southwest Florida Water Management District (SWFWMD). Report is attached.

Water restrictions remain in effect, one day a week. Moving into the spring, we will continue to add a little more run time to the 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 Vlana

Paul Vlana
Irrigation Manager

3840 68th Ave. N. Pinellas Park, FL 33781
Telephone 727-520-1082



Enhancing landscape with water-conscious techniques

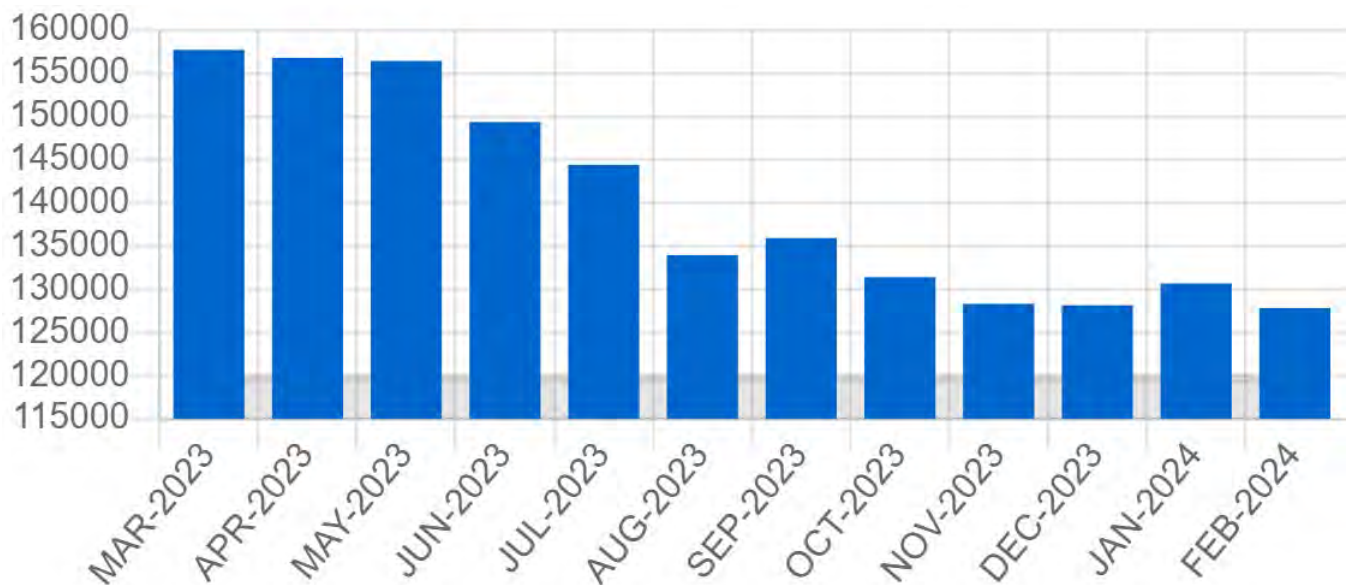
Project Name: Fishhawk Ranch West

Permit #: 3745

Permittee: NNP IV-Lake Hutto, LLC./Deborah Bayne Wallace

Month Year	Pumped GPD	Permitted GPD	Percentage Overpumped
Mar-23	157,730	119,700	31.77%
Apr-23	156,803	119,700	31.00%
May-23	156,443	119,700	30.70%
Jun-23	149,374	119,700	24.79%
Jul-23	144,418	119,700	20.65%
Aug-23	133,969	119,700	11.92%
Sep-23	135,943	119,700	13.57%
Oct-23	131,410	119,700	9.78%
Nov-23	128,328	119,700	7.21%
Dec-23	128,157	119,700	7.07%
Jan-24	130,688	119,700	9.18%
Feb-24	127,848	119,700	6.81%

MONTHS DISPLAYED



Tab 6



An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

February 29, 2024

NNP IV-Lake Hutto, LLC. / Deborah Bayne-Wallace
3434 Coldwell Ave, Ste 200
Tampa, FL 33614

Subject: Required Permit Data
Water Use Permit No: 20 003745.012
Project/Site Name: Fishhawk Ranch West



Dear Permittee:

The above referenced Water Use Permit has special condition(s) requiring the reporting of specific data in a timely manner. As of this date, the enclosed listing represents data not yet received.

Please submit the required information within 30 days. If the information has been submitted timely and you are receiving this letter, your data may still be in process or there may be a data discrepancy that will not allow the data to be entered as submitted. Please contact us to resolve any discrepancies.

We now offer Permittees and their delegates the ability to submit this data via the Internet, through the Permit Information Center (PIC). Please visit our website at www.watermatters.org if you would like to set up an account or to log in to your account if you already have one.

If you need assistance or have any questions concerning your permit, please contact the Water Use Permit Bureau in the Tampa Service Office at (813)985-7481 or 1-800-836-0797 (Florida only).

Sincerely,

Water Use Permit Bureau
Regulation Division

Enclosure: As stated
cc: File of Record

WUP No: 20 003745.012

District ID	User ID	Serial #	Record Due Date	Submittal Due Date	Condition Code	Condition Description
0011	CDD-12	8107624	01/2024	02/2024	030	REPORT METER READINGS PRODUCTION WD PTS

Tab 7



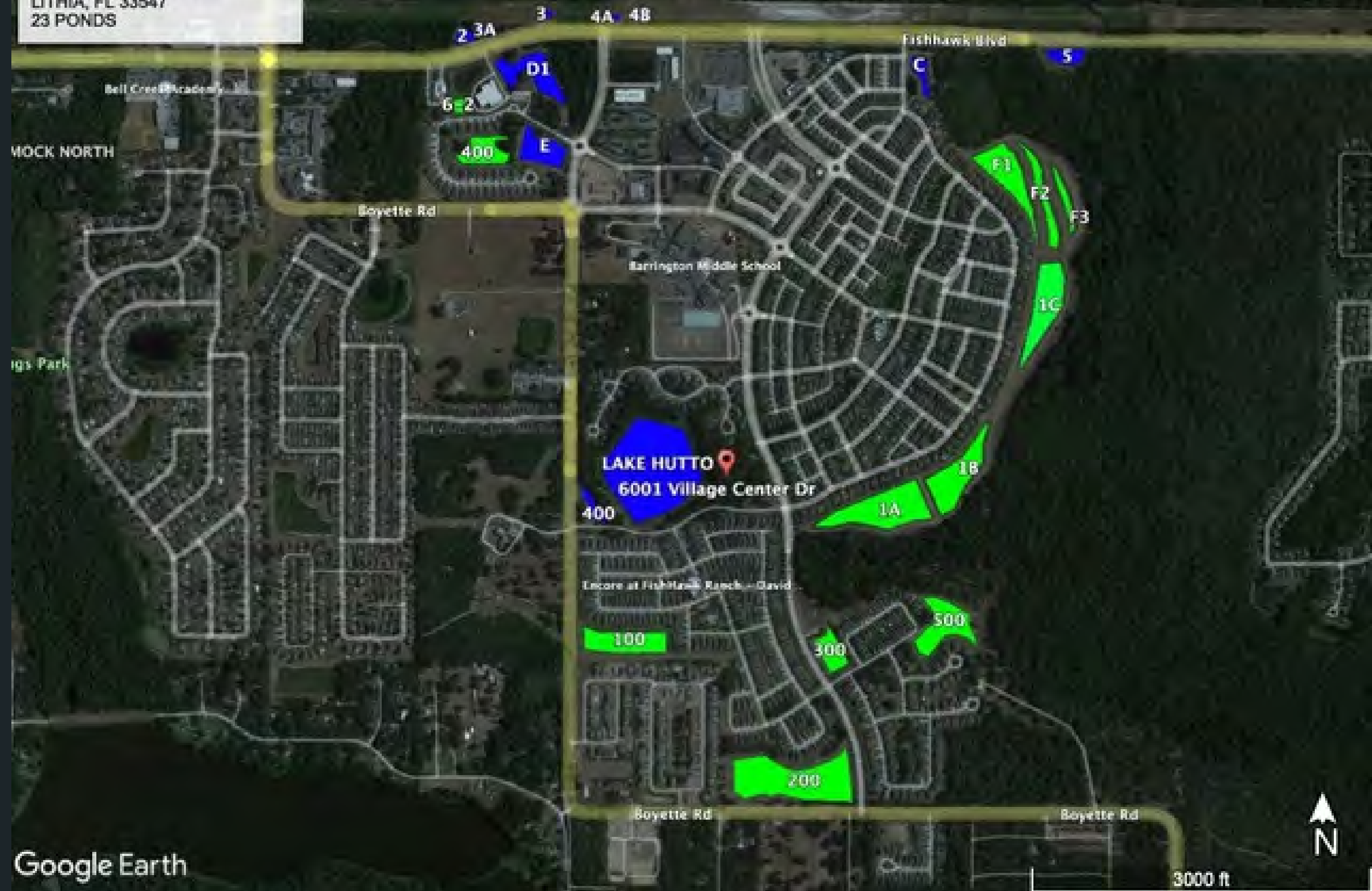
MONTHLY REPORT

MARCH, 2024



FISHHAWK IV CDD

6001 VILLAGE CENTER DR
LITHIA, FL 33547
23 PONDS



Prepared for: Debby Bayne Wallace

Prepared By: Devon Craig

SUMMARY:

With a few warm days the last couple weeks there have been a few minor algae blooms in the ponds as a result of the air temperatures heating up. As we move into spring we anticipate an increase in algae blooms as well as submersed growth. Our team will be active doing prevent applications as well as call back services. We are in great shape going into spring.

February 26, 2024 at 11:13:58 AM



Pond #2 Treated for Algae and Shoreline vegetation.

February 26, 2024 at 11:12:28 AM



Pond #3 Treated for Shoreline Vegetation.

February 26, 2024 at 11:11:04 AM



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 8



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** May 2nd, 2024 at 10:00am

District Manager's Report

April 4

2024

F
I
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H
H
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4

FINANCIAL SUMMARY

02/29/2024

General Fund Cash & Investment Balance:	\$1,578,972
Reserve Fund Cash & Investment Balance:	\$268,357
Debt Service Fund Investment Balance:	\$866,684
Total Cash and Investment Balances:	\$2,714,013

\$95,628

Under Budget



Rizzetta & Company

DM Report:

- Alligator Signs have been ordered and will be out 2-4 weeks, Jeremy will install when ready.

Tab 9



Quarterly Compliance Audit Report

FishHawk IV

Date: March 2024 - 1st Quarter

Prepared for: Scott Brizendine

Developer: Rizzetta

Insurance agency:



Preparer:

Jason Morgan - *Campus Suite Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

Table of Contents

Compliance Audit

Overview	2
<i>Compliance Criteria</i>	2
<i>ADA Accessibility</i>	2
Florida Statute Compliance	3
Audit Process	3

Audit results

ADA Website Accessibility Requirements	4
Florida F.S. 189.069 Requirements	5

Helpful information:

Accessibility overview	6
ADA Compliance Categories	7
Web Accessibility Glossary	11

Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

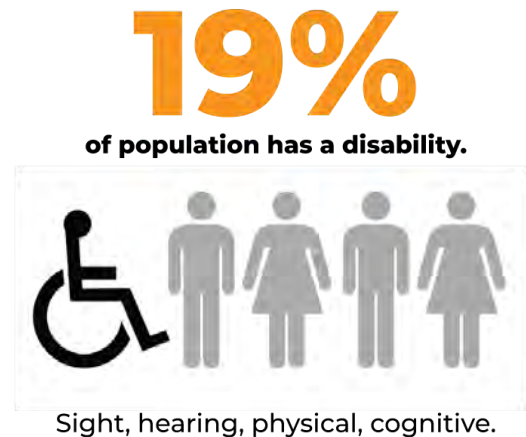
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
Passed	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitetools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

Tab 10



6422 Harney Rd., Suite F
Tampa FL 33610

accounting@creativemailboxdesigns.com

PROPOSAL

Proposal #: 32371

Proposal Date: 03/25/24
Customer #: CRM024139
Page: 1 of 5

SOLD TO:	JOB LOCATION:
Fishhawk CDD IV 3434 Colwell Ave. Suite 200 TAMPA FL 33614	Fish Hawk CDD IV Addresses TBD

SCOPE OF WORK

CREATIVE BUILDER SERVICES, INC. d/b/a CREATIVE MAILBOX DESIGNS (HEREINAFTER CALLED "CREATIVE") PROPOSES TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	* QUOTE #170207 Fish Hawk Street Blades / Rizetta / Contact Debby Wallace 813.933.5571 Ext: 8814; dbwallace@rizzetta.com	\$0.00	\$0.00
1	* QUOTE #170207C PRICE INCLUDES THE FOLLOWING SIGNS, CUSTOMER TO VERIFY: All signs have decorative MBLK Frames if included : (1) New pole with 30" diamond pedestrian crossing sign and frame. : (1) New pedestrian 30" sign and frame. : (6) New double sided street blades and frames, to be placed on 6 different existing poles : (1) new double sided street blade, no frame. : Price includes installation.	\$3,496.40	\$3,496.40
		SUB TOTAL:	\$3,496.40
		ESTIMATED SALES TAXES:	\$0.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$3,496.40

The labor, material and equipment required for this job will be furnished by **Creative** for the Total Proposal Amount listed above.

Payment to be made as follows: 50.0% Due Upon Receipt

All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above scope of work involving extra costs will become an extra charge in addition to the quoted price. Our workers are fully covered by Workmen's Compensation insurance. Unless otherwise

COMPANY INITIALS _____

CUSTOMER INITIALS _____



6422 Harney Rd., Suite F
Tampa FL 33610

accounting@creativemailboxdesigns.com

PROPOSAL

Proposal #: 32371

Proposal Date: 03/25/24
Customer #: CRM024139
Page: 2 of 5

specified, Contractor's work carries a one (1) year limited workmanship warranty. The Contract Documents consist of this proposal, the terms and conditions and all documents referenced therein are incorporated herein by reference.

This proposal will be subject to withdrawal if not accepted within 30 days.

I HAVE READ AND UNDERSTAND THIS PROPOSAL, THE TERMS AND CONDITIONS AND ALL DOCUMENTS REFERENCED THEREIN AND AGREE TO BE BOUND BY THEIR TERMS.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are Satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. By signing below, Customer acknowledges that Customer is the owner of the property where work is to be performed.

Respectfully submitted,

**CREATIVE BUILDER SERVICES, INC.
d/b/a CREATIVE MAILBOX DESIGNS**

Signature: _____

By: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

- General.** This proposal is subject to change without notice and is automatically withdrawn on the 30th day following its date of issue if not accepted in writing and a copy of this proposal returned to **Creative Builder Services, Inc. d/b/a Creative Mailbox Designs** ("Contractor"). If Customer cancels the Agreement prior to the start of work, Customer is liable for 25% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. Customer and Contractor agree that this amount is not a penalty. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or cancel this Agreement prior to work start to be performed in the event the cost to complete the work varies from the initial standard pricing due to a typographical, mathematical or tax calculation error, or the proposal is marked "budget". As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (c) singular words include plural and vice versa.
- Insurance.** Contractor shall carry worker's compensation, automobile liability, commercial general liability and any other insurance required by law.
- Access.** Customer agrees to provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure.
- Consent to Use of Images.** Customer agrees to allow Contractor to use images of work product provided to customer in promotional materials.
- Site Conditions.** Should concealed or unknown conditions in an existing structure or installation site be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to the Customer.
- Payment Terms.** Creative requires a deposit (as outlined above) to begin work. Payment of the balance is due upon completion of the scope of work, unless payment terms have been previously established. By signing this Agreement, Customer gives Contractor the right to obtain a credit check on the signatory. Contractor reserves the right to require a deposit of 50%, and Customer hereby agrees to waive the requirements of Florida Statute 489.126. Customer agrees to pay interest of 1 1/2 % per month (ANNUAL PERCENTAGE RATE OF 18%), unless otherwise required by law, on the balance of any unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. At Contractor's sole discretion, Contractor may accept payments over time. If payments are accepted over time, Customer agrees that Contractor may lien the property for the amounts unpaid as of the date the lien is recorded, and Customer is liable for all costs associated with the creation and filing of the lien. Once all amounts are paid in full, the lien shall be released. Customer shall not withhold any part of the Agreement amount for which payment is due under the Agreement. The total Agreement price, including the charges for changes/extras, shall be payable to Contractor in accordance with the agreed upon terms. If there is an increase in the price of the products charged to the Contractor in excess of 5% subsequent to making this proposal/contract, the price set forth in this proposal/contract shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to the Contractor. Contractor will submit written documentation of the increased charges to the Customer. The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work, shipments and/or warranties until full payment is made or terminate this contract. The contract sum shall be increased by the amount of contractor's reasonable costs of shut-down delay and start-up.
- Restrictions and Requirements.** In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra cost for Contractor's labor and materials shall be the sole obligation of the Customer. It shall be the sole obligation of the Customer to determine the existence of restrictions contained in deeds, subdivision or neighborhood regulations which might relate to or restrict the improvements under this Agreement. Contractor shall have no liability or responsibility for any such non-conformity with such restrictions/requirements. Contractor shall be entitled to payment from Customer of all sums due hereunder not withstanding any injunction/prohibition against the work as a result of any violation of such restriction/requirement.

COMPANY INITIALS _____

CUSTOMER INITIALS _____



6422 Harney Rd., Suite F
Tampa FL 33610

accounting@creativemailboxdesigns.com

PROPOSAL

Proposal #: 32371

Proposal Date: 03/25/24
Customer #: CRM024139
Page: 3 of 5

8. **Customer Protection of Property.** Due to the nature of the construction to be done at Customer's request, the Customer takes sole responsibility for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, landscaping, appurtenances, person(s) or real or personal property at the job location. Contractor is not liable for damage to person or property caused by nails, and Customer agrees that it will take the appropriate precautions to avoid said damage. Unless otherwise specified, there is no specific completion date. However, Contractor will perform the work hereunder within a reasonable time and in a workmanlike manner. The cost for testing/abatement for asbestos is the sole responsibility of the Customer.
9. **Indemnification.** For and in consideration of \$10 given by Contractor to Customer and already reflected in the Agreement price, the Customer shall defend, indemnify, and hold the Contractor, its officers, directors, agents, and employees (individually "indemnitee," collectively, the "indemnitees") harmless from and against any and all claims, demands, losses, damages, liabilities, expenses, or costs, including reasonable attorney's fees, costs and expenses of investigation, penalties, interest and amounts paid in settlement (collectively "Losses") incurred or to be incurred by Contractor, arising out of, relating to, or resulting from (1) personal injury, (2) wrongful death, or (3) property damages; including claims for those damages caused partly or wholly as a result of the negligence or wrongful acts of any of the indemnitees if the damages claimed relate to or arise out of, or are connected with the Agreement or the actions necessary to perform same. The Customer's duty under this provision is limited to a total of ONE MILLION AND NO/100 (\$1,000,000) DOLLARS for all damages, including costs and attorney's fees per occurrence for any single claim or suit. The parties also agree that this provision satisfies the requirements of Florida Statute §725.06 so that the indemnification provisions are valid and binding upon Customer.
10. **Choice of Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall be **Hillsborough County, Florida**, unless the parties agree otherwise. Should Contractor employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, Contractor shall be entitled to recover from the Customer all of its attorney's fees and costs/expenses incurred therein, including attorney's fees, and costs/expenses incurred at mediation, administrative, appellate or bankruptcy proceedings.
11. **Waiver of Jury Trial.** **THE PARTIES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**
12. **Damage Limitation.** In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.
13. **Warranties.** Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees if any, provided under the Agreement are solely for the original Customer and are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.
14. **Claims.** It is Customer's duty to notify Contractor in writing within 3 days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.
15. **Acts of God.** Contractor shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, delays in obtaining materials, delays in transportation, fires, weather conditions, strikes, war or other causes beyond Contractor's reasonable control, including delays caused by any act or neglect of Customer, by any separate contractor employed by the Customer, or by changes ordered by the Customer in the work. Customer shall obtain prior to construction fire, tornado, flood, builder's risk and other necessary insurance for this project.
16. **Disclaimer.** Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to Mold, including Claims arising out of or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties.
17. **Working Hours.** The proposal is based upon the performance of all work during Contractor's regular working hours, excluding weekends and National holidays. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours if required by Customer.
18. **Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Contractor is not responsible for the actual verification of technical specifications of product manufacturers, i.e., R value, ASTM or UL compliance, but rather the materials used are represented as such by the manufacturer.
19. **Construction and Interpretation.** Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. Customer acknowledges that it has read/agreed to all incorporated documents and exhibits.

COMPANY INITIALS _____

CUSTOMER INITIALS _____



6422 Harney Rd., Suite F
Tampa FL 33610

accounting@creativemailboxdesigns.com

PROPOSAL

Proposal #: 32371

Proposal Date: 03/25/24
Customer #: CRM024139
Page: 4 of 5

ACCEPTED BY: _____

SIGNATURE: _____

SALESPERSON: Corey Tappan

Creative Mailbox Designs

6422 Harney Rd, Suite F

Tampa, Florida 33610

Phone - 813.818.7100

Fax - 813.330.3309

TITLE: _____

DATE: _____

DATE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____



6422 Harney Rd., Suite F
Tampa FL 33610

accounting@creativemailboxdesigns.com

DEPOSIT INVOICE

Invoice #: DP32371

Inv Date: 03/25/24
Customer #: CRM024139
Page: 5 of 5

SOLD TO:	JOB LOCATION:
Fishhawk CDD IV 3434 Colwell Ave. Suite 200 TAMPA FL 33614	Fish Hawk CDD IV Addresses TBD

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
		Corey Tappan	03/21/24	50.0% Due Upon Receipt	06/01/24

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	* QUOTE #170207 Fish Hawk Street Blades / Rizetta / Contact Debby Wallace 813.933.5571 Ext: 8814; dbwallace@rizzetta.com	\$0.00	\$0.00
1	* QUOTE #170207C PRICE INCLUDES THE FOLLOWING SIGNS, CUSTOMER TO VERIFY: All signs have decorative MBLK Frames if included : (1) New pole with 30" diamond pedestrian crossing sign and frame. : (1) New pedestrian 30" sign and frame. : (6) New double sided street blades and frames, to be placed on 6 different existing poles : (1) new double sided street blade, no frame. : Price includes installation.	\$3,496.40	\$3,496.40
		SUB TOTAL	\$3,496.40
	* INDICATES TAXABLE ITEM	ESTIMATED SALES TAXES	\$0.00
		TOTAL PROPOSAL AMOUNT	\$3,496.40
	*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***		
PLEASE PAY THIS DEPOSIT AMOUNT:			\$1,748.20

CUSTOMER # _____



Creative Builder Services, Inc. d/b/a Creative Mailbox Designs
6422 Harney Rd. Suite F
Tampa, Florida 33610
813.818.7100

NEW ACCOUNT SET UP

BUSINESS CONTACT INFORMATION

Name/ Title of the person completing the application	Date Completed:
Company name	
Billing Address/City/State/Zip Code	
Billing Phone I E-mail	

BUSINESS INFORMATION

FEIN : Federal Identification number	Tax Exempt: <i>if yes, please provide current tax exempt certificate</i>
<input type="checkbox"/> Supply Pro <input type="checkbox"/> Private Portal <i>if applicable (if not mark N/A)</i>	Web Portal Address If Not SupplyPro & <i>if applicable (if not mark N/A)</i>
IT/WEB PORTAL Phone <i>if applicable (if not mark N/A)</i>	IT/ WEB PORTAL contact or Helpdesk <i>if applicable (if not mark N/A)</i>
IT/WEB PORTAL Email <i>if applicable</i>	
PO's required? Extra/Variance PO's Required?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO
Preferred method of sending Purchase Orders to Creative Mailbox:	<input type="checkbox"/> Portal <input type="checkbox"/> Email <input type="checkbox"/> Phone
Preferred method of receive Invoices from Creative Mailbox:	<input type="checkbox"/> Portal <input type="checkbox"/> Email <input type="checkbox"/> USPS
Estimated Amount of Credit Needed	Payment Schedule <i>(please attach schedule if needed)</i>
If emailing invoices is preferred, to what email address do we send to	

CONTACTS

Accounts Payable Contact	Purchasing Contact
A/P Phone	Purchasing Phone
A/P Email	Purchasing E-mail
Lien Releases & Waivers Contact	Lien Releases & Waivers Email
Lien Releases & Waivers Phone	Send Liens & Waivers By <input type="checkbox"/> Mail <input type="checkbox"/> Email <input type="checkbox"/> Not Required

AUTHORIZED SIGNATURE

Signature	Name Printed
Title	Date

Please attach any additional applicable documentation.

For questions or assistance with this document please contact Nicole Arquiatt at Nicole@creativemailboxdesigns.com

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PROPOSAL

W000367674

OnSight Industries, LLC
900 Central Park Dr
Sanford FL 32771

Written By: RONALD SILVEIRA

Date: 3/19/2024:

Project Name: STREET SIGNS

407-830-8861

Bill To:

FISHHAWK CDD IV
C/O RIZZETTA & COMPANY
12750 CITRUS PARK LANE SUITE 115
TAMPA FL 33625

Location:

FISHHAWK CDD IV
LITHIA FL 33547

Line	Item	U/M	Price Each	Qty	Total
1	ITEM-STREET SIGNAGE-M001819	EA	133.65000	1.000	133.65
(A) PEDESTRIAN CROSSING SIGN FACE					
2	ITEM-STREET SIGNAGE-M001819	EA	1,216.70000	1.000	1,216.70
(B) PEDESTRIAN CROSSING/ARROW COMBO					
3	ITEM-STREET SIGNAGE-M001819	EA	517.75000	1.000	517.75
(C) BTB STREET BLADES AND FRAME					
4	ITEM-STREET SIGNAGE-M001819	EA	70.20000	1.000	70.20
(D) S/S STREET BLADE					
5	ITEM-STREET SIGNAGE-M001819	EA	466.20000	5.000	2,331.00
(E-J) BTB STREET BLADES W/FRAME					
6	ITEM-SIGNAGE / DISPLAY-M001088	E2	0.00000	1.000	0.00
SIGNAGE / DISPLAY ORACAL VINYL MEDIA ONLY STICKER 3MIL LAM 16" MAX 3IN X 3.25IN					
DOT WARNING DECAL					
7	LABOR/INSTALL TAMPA LOCAL <15	EA	735.00000	1.000	735.00
LABOR / INSTALLATION INSTALL TAMPA LOCAL <15					

ESTIMATED INSTALL ACTUAL TBD



PROPOSAL

W000367674

OnSight Industries, LLC
900 Central Park Dr
Sanford FL 32771

Written By: RONALD SILVEIRA

Date: 3/19/2024:

Project Name: STREET SIGNS

407-830-8861

Bill To:

FISHHAWK CDD IV
C/O RIZZETTA & COMPANY
12750 CITRUS PARK LANE SUITE 115
TAMPA FL 33625

Location:

FISHHAWK CDD IV
LITHIA FL 33547

Line	Item	U/M	Price Each	Qty	Total
Pre-Tax Total:					5,004.30
Sales Tax:					375.32
Total:					5,379.62

Terms and Conditions:

- All agreements are contingent upon delays and material cost increases beyond our control. Manufacturing cost increases incurred after quotation and prior to a work order being submitted to production will be passed through to the customer. In this scenario, the project will be requested for customer approval. - Pricing in this proposal is subject to acceptance within 14 days and is void thereafter. - Depending upon the agreed credit terms, a deposit may be required before work is to commence. - If a deposit is to be paid by credit card, you authorize OnSight Industries, LLC to charge 50% of the total project cost upfront and the balance of the project upon completion. - Any labor and installation pricing is approximate and subject to change based upon actual time incurred. - Delivery/installation postponement will result in the client being progress billed for completed product. At this time, title for the product will transfer to the client. Client agrees to pay progress bill invoice upon receipt. Product will be warehoused until the client is ready for installation, at which time installation labor will be invoiced upon completion. Product that is warehoused for over 6 months will be assessed a \$100/month/pallet storage fee beginning on the 7th month. - Sales tax is estimated and subject to change based upon the actual rate at time of invoicing. - Unless otherwise noted, client assumes all responsibility for permitting and utility locator services as necessary. - Customer is responsible for variations from customer supplied architectural drawings & hardscapes. - Signature on this proposal constitutes approval from the client on supplied artwork/graphics. - Any credit balance(s) resulting from overpayment that remains on a credit account over 30 days will be applied to the oldest invoice(s) or to upcoming active order(s) and reflected on the following month's statement. - Invoices are due upon receipt. Any unpaid invoices are subject to late fees equal to 1.5% of the balance due per month (18% per year), collection fees and/or court costs.

Proposal Acceptance:

The above prices, specifications and conditions are hereby accepted. OnSight Industries, LLC is authorized to proceed with the project as stated. Payment will be made as outlined above.

Signature

Name

Date



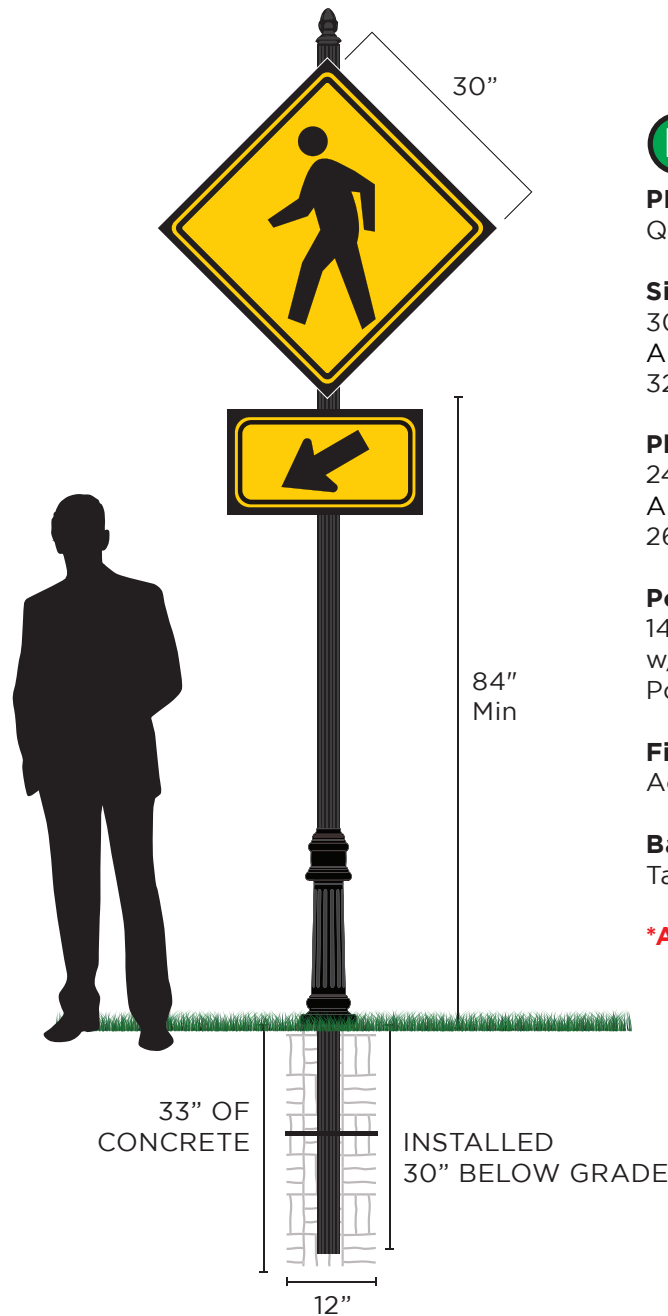
PEDESTRIAN CROSSING SIGN FACE

Qty: 1

Sign

30"x30" (W11-2) Pedestrian Crossing Sign
Alum. 0.080 - HI Reflective Vinyl

***INSTALLED IN EXISTING FRAME**



PEDESTRIAN CROSSING/ARROW COMBO

Qty: 1

Sign with Frame

30"x30" (W11-2) Pedestrian Crossing Sign

Alum. 0.080 - HI Reflective Vinyl

32"x32" Frame: 1"x1" Alum Tubing w/.080 Alum. Backer Painted

Plaque with Frame

24"x12" (W16-7PL) Left Diagonal Arrow

Alum. 0.080 - HI Reflective Vinyl

26"x14" Frame: 1"x1" Alum Tubing w/.080 Alum. Backer Painted

Post

14' Tall, 3" Round Fluted Post Painted
w/(1"x1"x12" Angle) Aluminum Spin Bar

Post Set in Concrete for Stability

Finial

Acorn Finial Painted

Base

Tall Europa Base Painted

***ALL HARDWARE PAINTED**



Pre-Drilled CM2 Street Blade Bracket
to be 2" above/below frame
(for bolt attachment)



BTB STREET BLADES AND FRAME

Qty: 1 (2 S/S Blades Total)

52"x9"

Alum. 0.080 - HI Reflective Vinyl

Upper/Lowercase, B Series Typeface

Blue Sign with White Lettering

54"x11" Frame: CST EX Painted 1 Color

Mounted: Pre-Drilled CM2 Painted 1 Color

PAINT

**BLACK
GLOSS**



S/S STREET BLADE

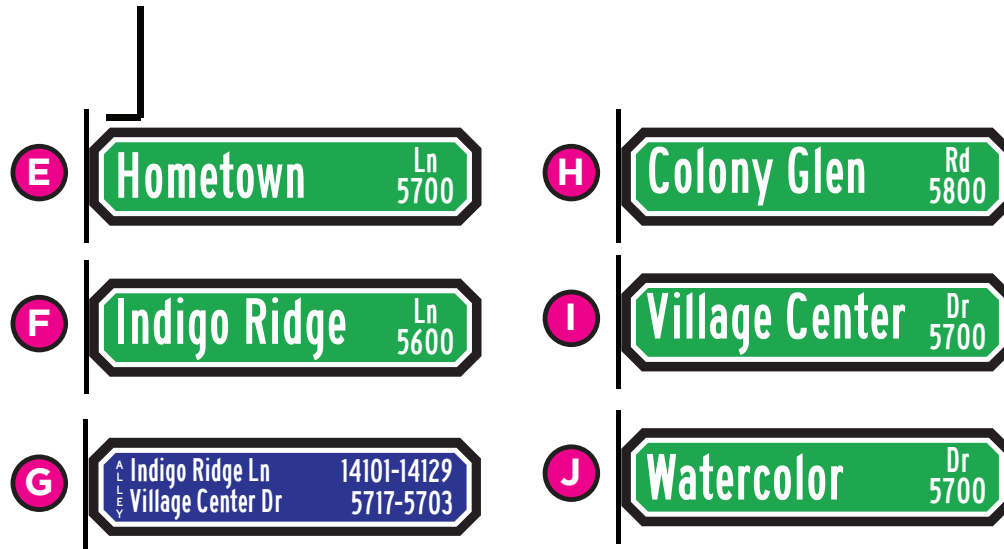
Qty: 1

42"x9"

Alum. 0.080 - HI Reflective Vinyl
Upper/Lowercase, B Series Typeface
Green Sign with White Lettering

*Installed in Existing Frame.

Pre-Drilled CM2 Street Blade Bracket
to be 2" above/below frame
(for bolt attachment)



BTB STREET BLADES W/FRAME

Qty: 5 (10 S/S Blades Total)

42"x9"

Alum. 0.080 - HI Reflective Vinyl

Upper/Lowercase, B Series Typeface

Green Sign with White Lettering

Blue Sign with White Lettering

44"x11" Frame: CST EX Painted 1 Color

Mounted: Pre-Drilled CM2 Painted 1 Color

PAINT
BLACK
GLOSS

wo.367674 v.03.18.24

Fishhawk CDD - Fishhawk Ranch

Community Street Sign Updates - 5 of 5



R. SILVEIRA
J. PARKER

This document is the property of OnSight Industries, LLC. The information and technology embodied herein shall not be reproduced or copied in whole or in part without previous authorization in writing from OnSight Industries, LLC. 900 Central Park Drive, Sanford, FL 32771 P.407.830.8861 F.407.830.5569 onsightindustries.com

<h1 style="margin: 0;">WARNING</h1> <p style="margin: 0;">SIGN THEFT OR VANDALISM PUNISHABLE BY \$500 FINE 60 DAYS OR BOTH FLORIDA STATUTES CHAPTERS 316.0775 & 316.655</p>													
DATE OF FABRICATION													
MONTH	1	2	3	4	5	6	7	8	9	10	11	12	
YEAR	18	19	20	21	22	23	24	25	26	27	28	29	
SHEETING MFG.		FDOT						SHEETING TYPE					
3M AVERY								EG HI DG					
MONTH	1	2	3	4	5	6	7	8	9	10	11	12	
DAY	1	2	3	4	5	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	20	21	22	23	24	
	25	26	27	28	29	30	31						
YEAR	18	19	20	21	22	23	24	25	26	27	28	29	
DATE OF INSTALLATION													
<div style="display: flex; align-items: center; justify-content: space-between;"> <div style="display: flex; align-items: center;"> <div> ONSIGHT INDUSTRIES </div> </div> <div style="text-align: right;"> DAMAGED/MISSING SIGNS CALL 407-830-8861 </div> </div>													

DOT Warning Decal

Qty: 1

3"x3.25"

Digital Print (Oracal) w/Gloss Lam
Media Only

***INSTALLED ON THE BACKS
OF ALL FINISHED STREET SIGNS**

**ALL DATES TO BE PUNCHED
OUT OF DECAL**

Tab 11

FOURQUREAN WELL DRILLING LLC

8920 South Mobley Road - Tampa FL 33626

Phone / Fax (813) 926-6600

"Family Owned and Operated Since 1965"

DATE: March 27, 2024

QUOTE

Page: 1 of 1

TO: FISHHAWK CDD IV
% RIZZETTA & CO.

ENCORE WELL 3

ATT: DEBBY-BAYNE WALLACE

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR THE FOLLOWING:

DESCRIPTION	UNIT	QTY	PRICE	TOTAL
REPAIRS TO BE MADE TO TEST FURTHER, BUT BELIEVE THIS WILL FIX PROBLEM.				
WX 250 TANK	EA	1	\$ 857.00	\$ 857.00
0-100 LIQUID FILLED PRESSURE GAUGE	EA	1	\$ 18.00	\$ 18.00
SERVICE CALL	LS	1	\$ 150.00	\$ 150.00
LABOR	HR	1	\$ 100.00	\$ 100.00

TOTAL ESTIMATED COST TO MAKE REPAIRS.

\$ 1,125.00

We propose to furnish material and labor-complete in accordance with the specifications and prices.

Payment due in full upon completion.

Any alteration or deviation from above specifications involving extra costs will be become an extra charge over and above the estimate.

ACCEPTANCE OF PROPOSAL FOURQUREAN WELL DRILLING, LLC

The above prices, specifications and conditions are accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature: _____

Date: _____

Tab 12

From: Grundmann, Anna <GrundmannA@hcfl.gov>
Sent: Tuesday, February 13, 2024 12:18 PM
To: henry33547@gmail.com; Management <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

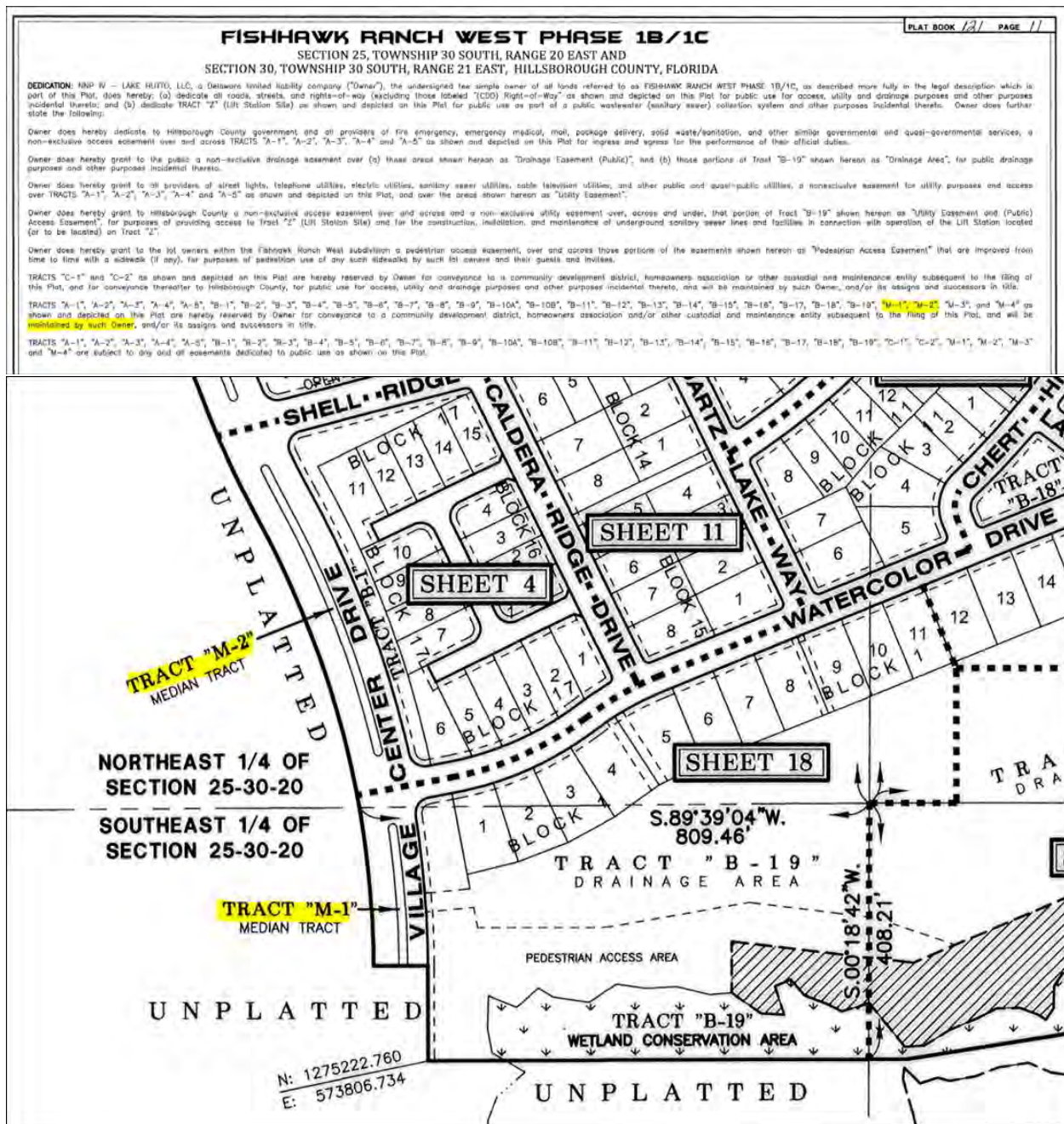
Technical Services Division

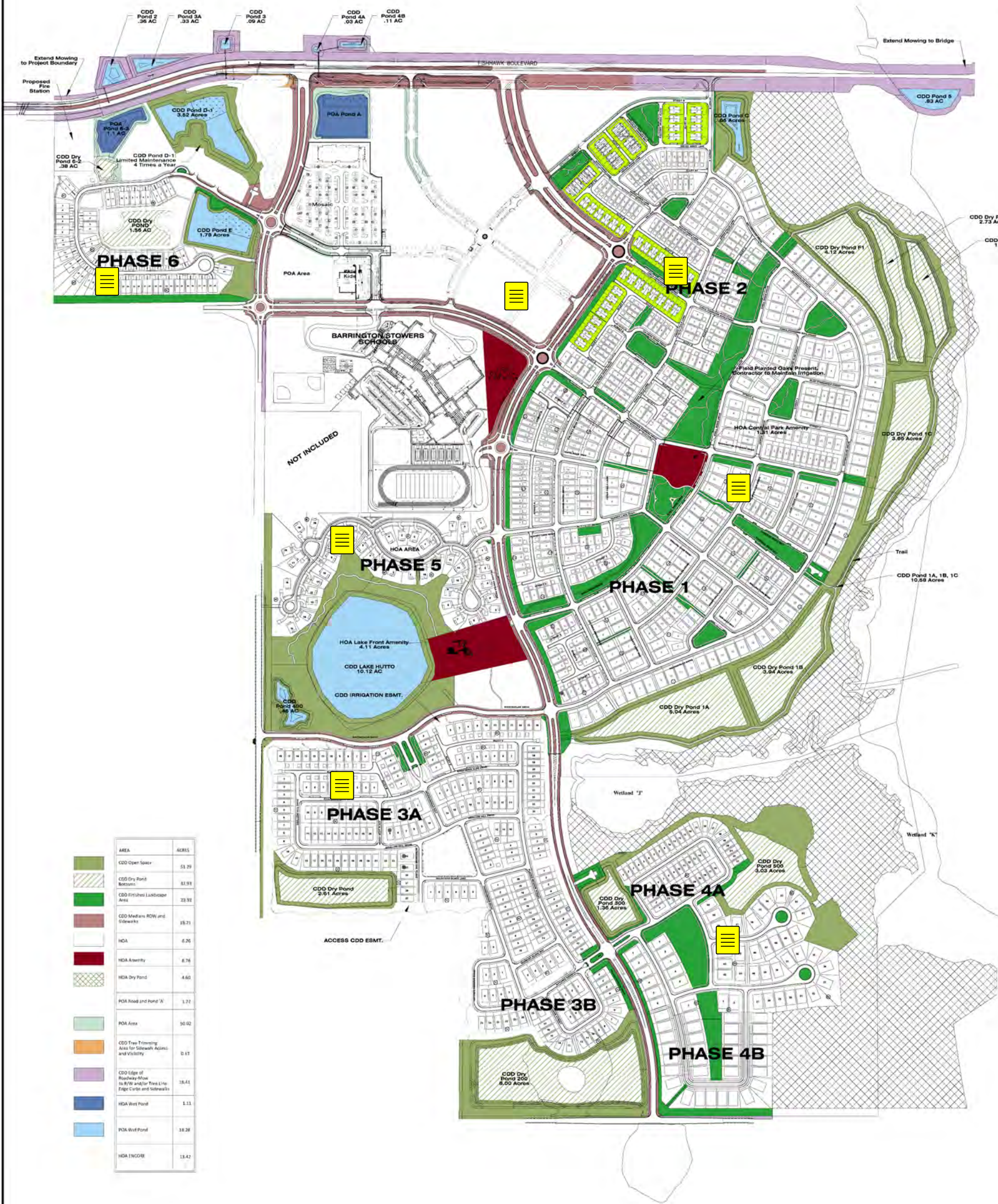
Engineering and Operations Department

M: (813) 446-8140

E: GrundmannA@HCFL.gov

W: HillsboroughCounty.org





FishHawk Ranch West (CDD IV)
Landscape Maintenance Exhibit

NEWLAND
Hillsborough County

HEIDT DESIGN

SCALE: 1" = 400'

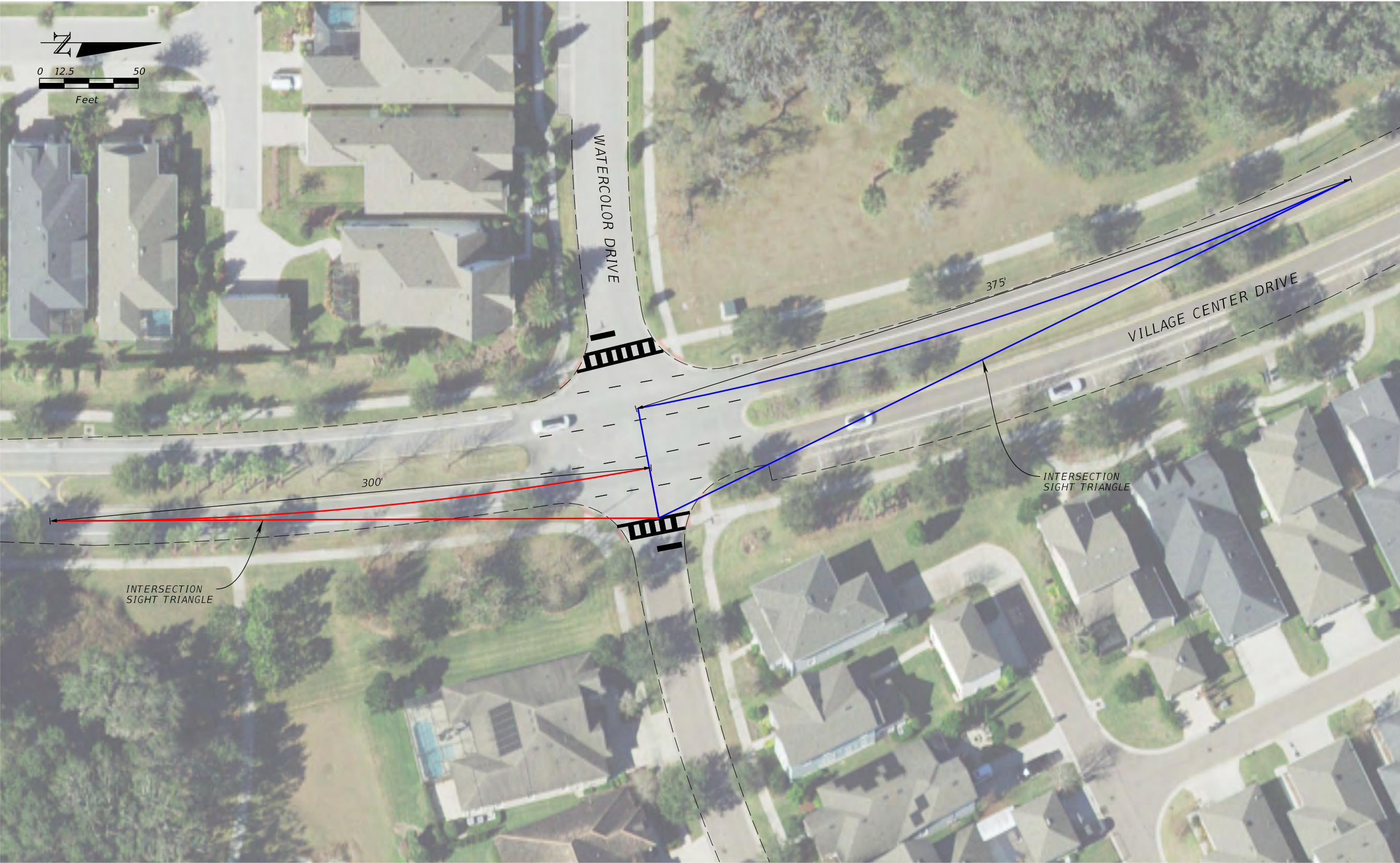
DATE: 10/1/2011

PROJECT: FishHawk Ranch West (CDD IV)

DESIGNER: HEIDT DESIGN

CHECKED: [Signature]

APPROVED: [Signature]



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn

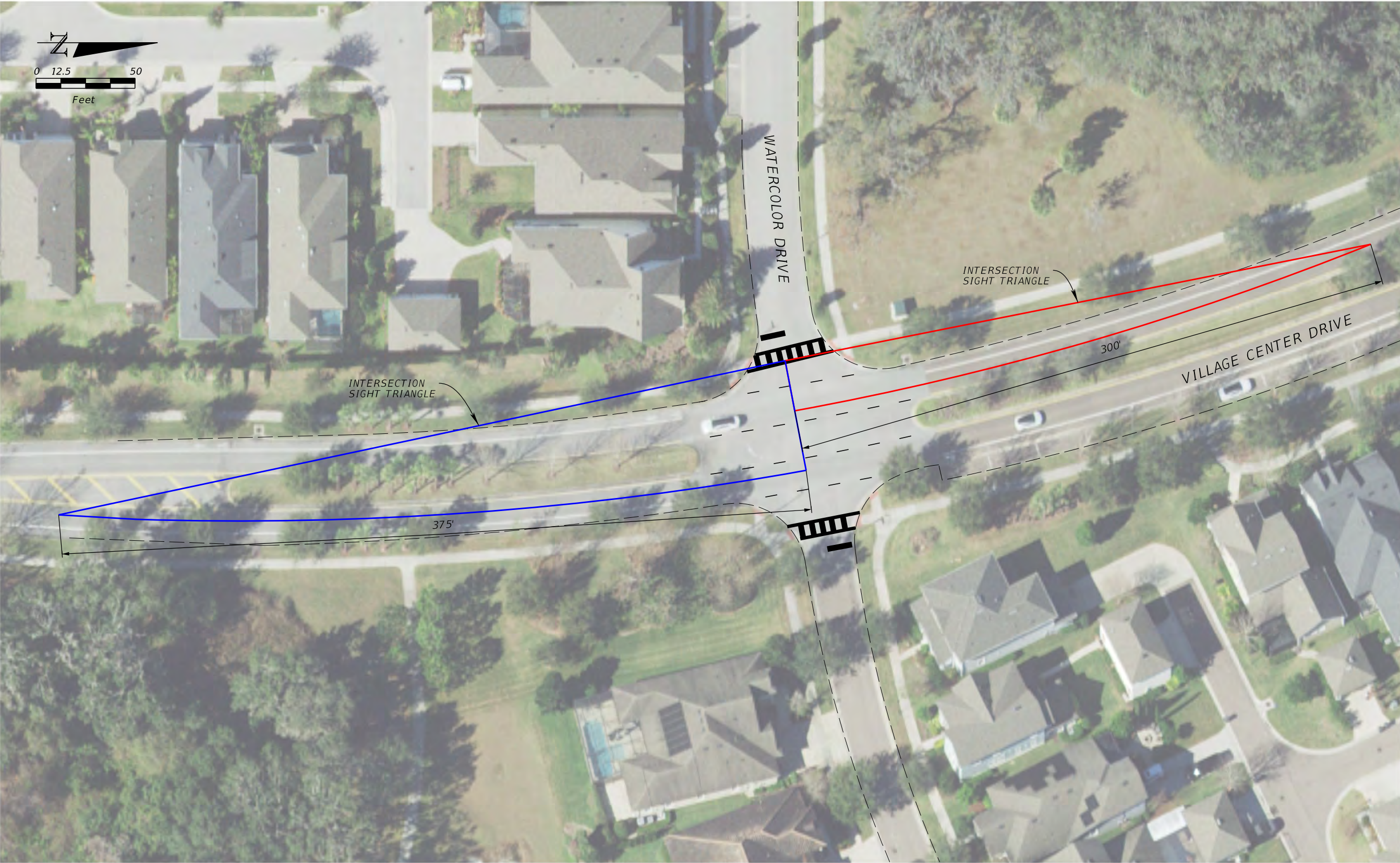


PUBLIC WORKS ADMINISTRATION
601 E. KENNEDY BLVD.
TAMPA, FLORIDA 33602

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

SHEET
NO.

1



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn



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 7th 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 32nd 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
Total					\$10,850

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



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



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



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

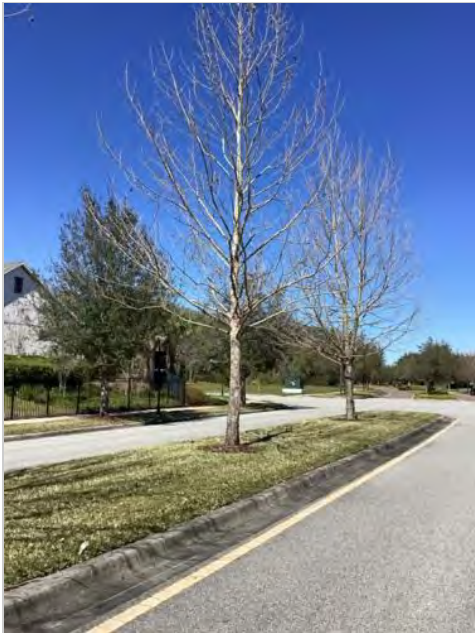
Fishhawk intersection and sign view on Village enter Dr.

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

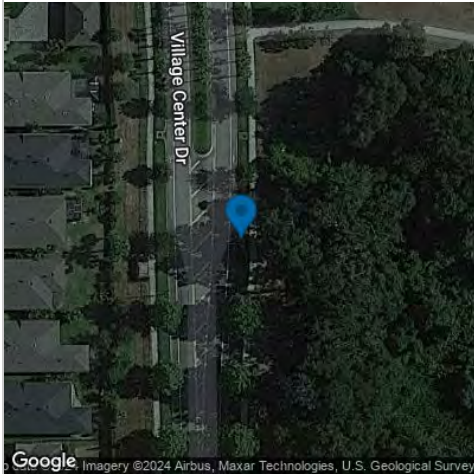


Google Imagery ©2024 Airbus, Maxar Technologies, U.S. Geological Survey
Median
Crown Raise / Crown Reduce
Tree is blocking the view of the intersection come from the south to Watercolor intersection Just need. To elevate to 13' above grade for sight clearance coming up to Watercolor from the south



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 beingdone 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 licensand 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 propertywhich 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

Blank Tab

**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 7th 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 32nd 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
Total				\$10,850

Fishhawk intersection and sign view on Village enter Dr.



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



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



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

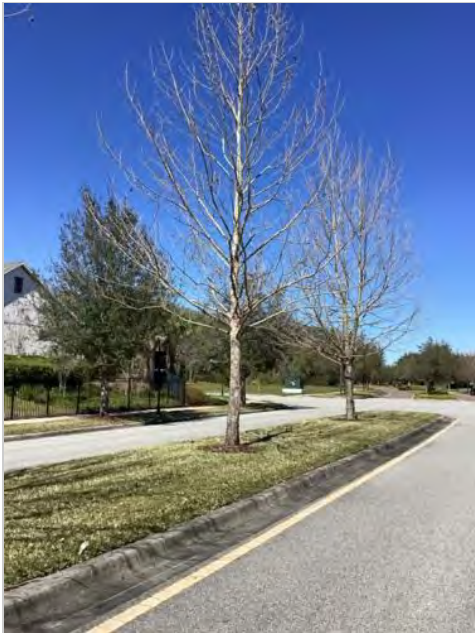
Fishhawk intersection and sign view on Village enter Dr.

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"
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February 20, 2024

Platanus occidentalis ID# 5
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Google Imagery ©2024 Airbus, Maxar Technologies, U.S. Geological Survey
Median
Crown Raise
Elevate tree canopies to 13' above grade



Google Imagery ©2024 Airbus, Maxar Technologies, U.S. Geological Survey
Median
Crown Raise
Elevate tree canopies to 13' above grade



Google Imagery ©2024 Airbus, Maxar Technologies, U.S. Geological Survey
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
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Health: 80% - Good

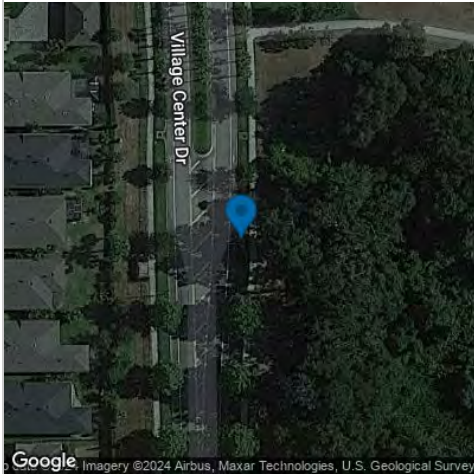


Google Imagery ©2024 Airbus, Maxar Technologies, U.S. Geological Survey
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Crown Raise / Crown Reduce
Tree is blocking the view of the intersection come from the south to Watercolor intersection Just need. To elevate to 13' above grade for sight clearance 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
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February 20, 2024

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February 20, 2024

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Parkway Strip
Removal and Stump Grind

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Parkway Strip
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Parkway Strip
Removal and Stump Grind

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Fishhawk Village Center Dr. & Watercolor Intersection



February 20, 2024

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



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