

Fishhawk Community Development District IV

Board of Supervisors' Meeting September 5, 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.

made who decides person to appeal any decision at the with respect to meeting/hearing/workshop any matter considered 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

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

Board of Supervisors FishHawk Community Development District IV August 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, September 5, 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.		L TO ORDER/ROLL CALL
2.		IENCE COMMENTS
3.		INESS ITEMS
	Α.	Discussion regarding GTP Area Tab 1
	B.	Consideration of First Amendment to Agreement
	•	Between NNP IV-Lake Hutto, LLC and FH CDD IV Tab 2
	C.	Consideration of Termination Agreement Between
	D.	NNP IV-Lake Hutto, LLC and FH CDD IV Tab 3
	D. E.	Discussion of RFP Landscape & Irrigation Maintenance
	F.	Consideration of Holiday Lighting Proposal
	г. G.	Review of Playground Inspection Reports Tab 5 Consideration of Proposals for Playground
	G.	Equipment Tab 6
	Н.	Consideration of Proposal for Playground Mulch Tab 7
	п. 1.	Consideration of Proposal for Playground Mulcin
4.	• •	INESS ADMINISTRATION
4.	A.	Consideration of Minutes of Board of Supervisors'
	Λ.	Regular Meeting held August 1, 2024 Tab 9
	B.	Ratification of Operations & Maintenance
	О.	Expenditures for July 2024Tab 10
5.	STA	FF REPORTS
٥.	Α.	Landscape Inspection Services Report
	<i>,</i>	(under separate cover)
	В.	Landscape Report Tab 11
		i. Consideration of Landscape Addendum #42 Tab 12
	C.	Irrigation Report
	D.	Aquatic Services Report Tab 14
	E.	District Counsel
	F.	i. Discussion Regarding Eminent Domain Representation
		Concerning Tampa Bay Water Easement
	G.	District Engineer
	H.	HOA Property Manager
	I.	District Manager
6.	SUP	FRVISOR REQUESTS

7. ADJOURNMENT

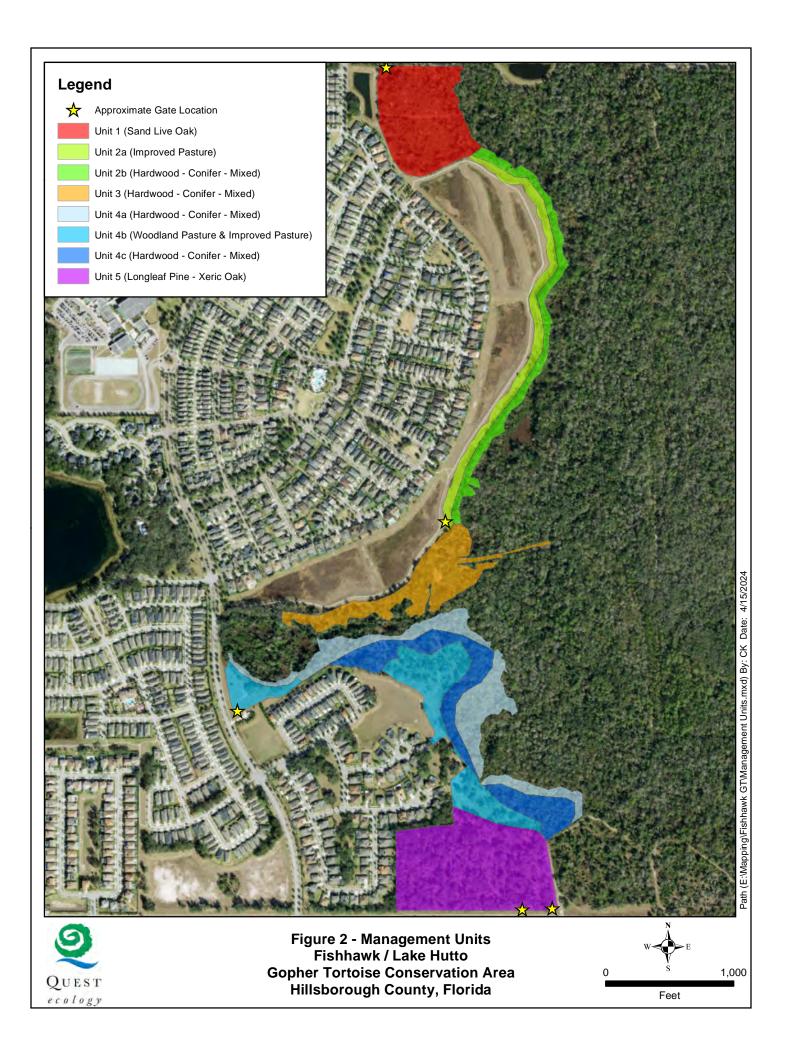
We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely,

Debby Wallace

Debby Wallace District Manager

Tab 1



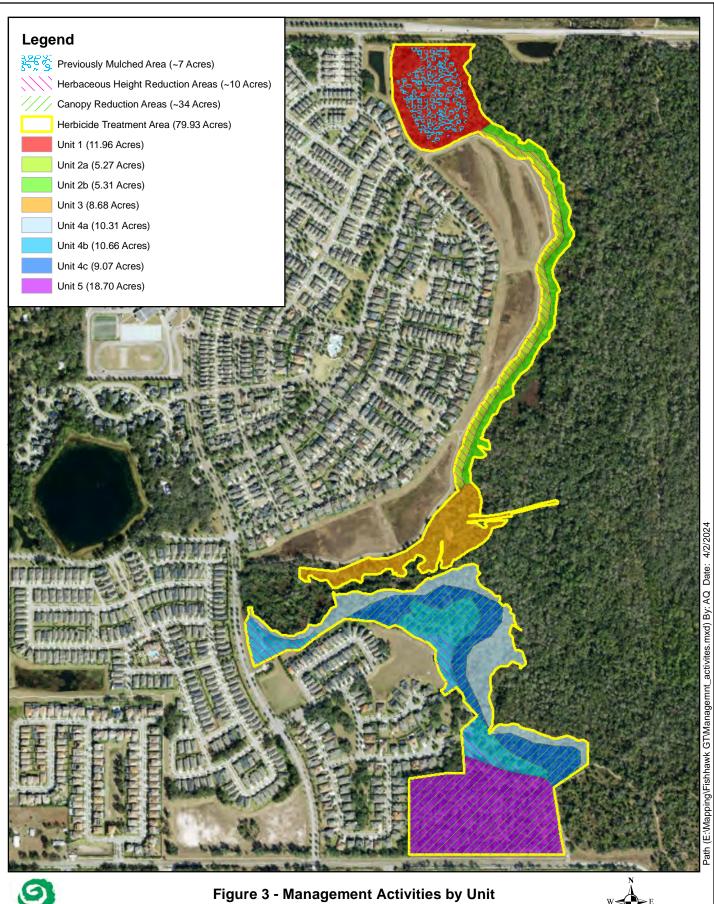
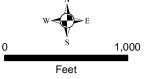




Figure 3 - Management Activities by Unit Fishhawk / Lake Hutto Gopher Tortoise Conservation Area Hillsborough County, Florida



Tab 2

FIRST AMENDMENT TO

AGREEMENT BETWEEN NNP IV – LAKE HUTTO, LLC AND FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV REGARDING PERMIT COMPLIANCE ACTIVITIES AND CONVEYANCE OF GOPHER TORTOISE PRESERVE PROPERTY

This FIRST AMENDMENT TO AGREEMENT BETWEEN NNP IV – LAKE HUTTO, LLC AND FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV REGARDING PERMIT COMPLIANCE ACTIVITIES AND CONVEYANCE OF GOPHER TORTOISE PRESERVE PROPERTY ("Amendment") is entered into as of September 5, 2024, by and between NNP IV-LAKE HUTTO, LLC, a Delaware limited liability company whose address is 3162 South Falkenburg Road, Riverview, Florida 33578 ("NNP"), and FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV, a unit of special purpose local government organized and existing pursuant to Chapter 190, *Florida Statutes*, whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the "District"), with reference to the following facts:

- A. District and NNP are parties to that certain Agreement Between NNP IV Lake Hutto, LLC and FishHawk Community Development District IV Regarding Permit Compliance Activities and Conveyance of Gopher Tortoise Preserve Property, dated December 21, 2023 (the "**Agreement**").
- B. The District has not delivered written notice to NNP of the Maintenance Work Cost with the selected contractor's proposal
- C. District and NNP desire to amend the Agreement in certain respects as set forth in this Amendment.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is understood and agreed as follows:

- 1. <u>Recitals; Exhibits</u>. The foregoing recitals are true and correct and, together with the Exhibits attached hereto, are incorporated herein by this reference.
- 2. Agreed Maintenance Work Cost. Notwithstanding anything to the contrary in the Agreement, including the fact that the CDD has not selected a contractor to perform the Maintenance Activities as of the date of this Amendment, the CDD hereby determines that the Maintenance Work Cost is \$90,000.00 (the "Final Maintenance Work Cost") based on (a) the FishHawk Ranch West Gopher Tortoise Recipient Site & Preserve Habitat Management Plan quote dated May 3, 2024 from Altec Lakes & Natural Areas for the first phase of the Maintenance Activities, a copy of which is attached to this Amendment as Exhibit A; and (b) the Memorandum from Vivienne Handy of Quest Ecology Inc. to Amanda King dated August 6, 2024 estimating the cost to perform the second phase of Maintenance Activities, a copy of which is attached to this Amendment as Exhibit B.
- 3. <u>Escrow.</u> On or before September 20, 2024, (a) NNP shall deliver the Final Maintenance Work Cost to Mahoney Law Group, P.A. ("**Escrow Agent**") in cash, which shall be held and disbursed by Escrow Agent in accordance with the terms and conditions of this Section 3; (b) NNP shall deliver to Escrow Agent its original counterparts of the special warranty deeds for the Property in the forms attached to this Amendment as <u>Exhibit C</u> (collectively, the "**Property Deeds**") and the Bills of Sale for the personal property associated with the Property in the forms attached to this Amendment as <u>Exhibit D</u>

(collectively, the "**Property Bills of Sale**"); and (c) the District shall deliver to Escrow Agent its original counterparts of the Property Deeds and the Bills of Sale. Promptly following Escrow Agent's receipt of the Final Maintenance Work Cost funds from NNP and both NNP's and the CDD's original counterparts to the Property Deeds and the Property Bills of Sale, Escrow Agent shall (i) pay the Final Maintenance Work Cost to the District; (ii) record the Property Deeds in the official records of the County, with originals to be delivered to the District thereafter; and (iii) deliver the Property Bills of Sale to the District.

- 4. <u>Tampa Bay Water Easement</u>. NNP hereby discloses to the District that Tampa Bay Water ("**TBW**") has requested an easement from NNP through the Property for a pipeline relocation project in consideration of paying NNP the sum of approximately \$82,000.00. NNP agrees that it shall not grant TBW the requested easement or negotiate compensation with TBW therefor, so the District can grant the easement to TBW in its discretion following the transfer of title to the Property to the District as provided in Section 3 of this Amendment and negotiate any compensation directly with TBW.
- 5. <u>Effect of Amendment; Capitalized Terms</u>. Except as expressly modified and changed by this Amendment, the Agreement shall remain in full force and effect, unmodified and unamended hereby, and the parties ratify and reaffirm the same. In the event of any conflict between this Amendment and the Agreement, this Amendment shall control. All capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.
- 6. <u>Counterparts; Electronic Signatures</u>. This Amendment may be executed in multiple counterparts, all of which, when taken together, shall constitute one instrument. Copies of signatures and electronic signatures (such as DocuSign) shall have the same effect as an original.

[Signatures begin on the following page.]

[District's Signature Page – First Amendment to Agreement]

IN WITNESS WHEREOF, District and NNP have executed this Amendment as of the date first set forth above.

FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV , a local unit of special-purpose government established pursuant to Chapter 190, F.S.				
Printed Name:				
Title:, Board of Supervisors				
NNP IV-LAKE HUTTO, LLC, a Delaware limited liability company				
B _V ·				

Len Jaffe, Vice President

Exhibit A Copy of Altec Quote

FISHHAWK RANCH WEST GOPHER TORTOISE RECIPIENT SITE & PRESERVE HABITAT MANAGEMENT

Quote Sheet

Terms:

Quote Date: May 3, 2024

Contract Length: June 15, 2024 – July 15, 2025

Contractor Information:

Name: Altec Lakes & Natural Areas

Contact: Jorge Perez

Email: jperez@alteclakes.com

Phone: (941) 228-3564

Address: 16216 Carlton Lake Rd, Wimauma, FL 33598

Activity	Lump Sum Price
Initial herbicide application to treat invasive vegetation in all units.	\$6,525.00
Three follow-up herbicide applications (quarterly) to treat invasive species in all units to achieve 5% cover or less.	Per event: \$4,815.00 Total: 14,445.00
Reduce vegetation height via mowing to less than 25cm in Units 2a & 4b	\$1,100.00
Reduce vine cover by 15-20% in Units 4c and 5	\$2,500.00
Reduce canopy cover to less than 5% in Unit 4b	\$5,975.00
Reduce canopy cover to less than 40% in Units 4c and 5	\$4,880.00

Quotes to be emailed by 3:00 p.m. May 3, 2024, to Quest Ecology via Chris Keene at chris@questecology.com

Exhibit B Copy of Hardy Memorandum

MEMORANDUM

TO: Amanda King

FROM: Vivienne Handy

SUBJECT: FishHawk Hutto GT Preserve

Compliance Cost Estimates

DATE: August 6, 2024

CC: Stepen Brletic, Erin McCormick, Debby Bayne-Wallace



Per Quest's memo of April 2, 2024, which outlined management tasks needed to achieve compliance with the FWC's permit requirements, restoration and management must take place in phases. The first phase includes mowing, herbicide applications, and mechanical canopy reduction. Bids have been obtained for this work.

The second phase involves preparing for and conducting a prescribed burn, followed by implementation of a long-term maintenance and management program to maintain the conditions achieved following the initial phase and burn. This would include continued, regular herbicide applications for control of invasive vegetation, initially consisting of quarterly treatments and site inspections to track results and identify additional management needs. Maintenance of the vegetation structure achieved from the initial canopy reduction will also need to be conducted regularly, ideally using prescribed fire on a regular rotation. Without burning, the conditions resulting from canopy reduction activities will increase fuel loads on the ground, create increased risk of wildfire, and increase opportunities for establishment of invasive vegetation.

The following outlines the costs that <u>may</u> be expected to prepare for and conduct the initial canopy reduction and prescribed burn. These are estimates only, based on similar experience with site preparation and burning, and are intentionally estimated on the high side for planning purposes and to accommodate the added difficulties of burning near residential areas, as such conditions may require additional fire crew and equipment. Bids from qualified burn contractors are recommended to be obtained following completion of Phase 1 activities. Ideally, the prescribed burn should be conducted within 9-12 months of canopy reduction to consume the tree debris.

Task 1: Canopy Reduction Oversight

The trees to be cut by contractors using chainsaws and herbicide applications need to be identified in the field by marking with tree paint. This is necessary to direct the contractor on which and how many trees need to be reduced to achieve the permit conditions of canopy cover. Following completion of the contractor's cutting, the site will be inspected to verify the work has been completed per specifications and determine site prep needs and fire line locations prior to burning.

Task 1 Estimated Costs: \$5,500.00

FishHawk Hutto GT Preserve Phase 2 Compliance Cost Estimates August 6, 2024 Page 2 of 2

Task 2: Site Prep and Prescribed Burning

Fire lines will be refreshed and/or installed as needed around the management units proposed for burning (Units 1, 4b, 4c, 5). It is possible that Unit 1 (~12 acres) and Units 4b, 4c and 5 (~40 acres) may need to be burned on separate days, depending on weather conditions and fire crew and equipment availability.

A burn prescription will be prepared and shared with the CDD to inform residents as needed. Weather and site conditions will continue to be monitored and the CDD coordinated with regarding potential burn days. Mop-ups will occur the days following each burn, followed by a post-burn inspection to evaluate resulting site conditions and if burn goals were achieved. A report will be prepared to document results, and for use in future annual monitoring reports that may be required.

Task 2 Estimated Costs

Site inspections, prep, and fire line installation: \$15,000.00
Prepare burn plans, coord & conduct Unit 1 burn: \$13,000.00
Prepare burn plans, coord & conduct Units 4-5 burn: \$16,000.00
Post-burn inspection & report: \$2,500.00

Total Task 2 Estimated Costs: \$46,500.00

TOTAL TASK 1 & TASK 2 ESTIMATED COSTS: \$52,000.00

Exhibit C Forms of Property Deeds

Consideration: \$10.00 Documentary Stamps: \$.70

Prepared by and when recorded return to:

Jessica Paz Mahoney, Esq. MAHONEY LAW GROUP, P.A. 2240 Belleair Road, Suite 210 Clearwater, Florida 33764

SPECIAL WARRANTY DEED

(FishHawk Ranch West portion of Tract B-19 in Phases 1B/1C, 2A/2B, and 4A)

THIS SPECIAL WARRANTY DEED ("**Deed**") is made this ____ day of _____, 2024, by **NNP IV-LAKE HUTTO**, **LLC**, a Delaware limited liability company ("**Grantor**"), whose address is 3162 South Falkenburg Road, Riverview, Florida 33578, in favor of **FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV**, a local unit of special purpose government organized and existing under Chapter 190, <u>Florida Statutes</u> ("**Grantee**"), whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Hillsborough County, Florida ("**Property**"), shown on the below described plat (the "**Plat**"):

See **Exhibit A** attached to this Deed.

Together with all appurtenances thereunto appertaining.

TO HAVE AND TO HOLD the Property, together with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever. By acceptance hereof, Grantee acknowledges its responsibility for maintenance and operation of the Property.

THIS IS A CONVEYANCE OF PROPERTY TO THE COMMUNITY DEVELOPMENT DISTRICT AS CONTEMPLATED BY THE PLAT. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER, AND ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.

This conveyance is made subject to: (a) taxes for the year 2024 and subsequent years; (b) governmental requirements and restrictions (including, without limitation, zoning and land use ordinances); and (c) all easements, covenants, conditions, restrictions, reservations and other matters of record, including (without limitation) the Plat, and the rights and interests reserved to Grantor as "Owner" on said Plat.

Subject to the matters noted in this Deed, Grantor does hereby warrant title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[Signatures Begin on Following Page]

[Grantee's Signature Page to Special Warranty Deed]

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first above written.

Signed, sealed and delivered in the presence of:	NNP IV-LAKE HUTTO, LLC, a Delaware limited liability company
Print Name:	By: Print Name:
Address: 3162 South Falkenburg Road Riverview, Florida 33578	Title:
Print Name: Address: 3162 South Falkenburg Road Riverview, Florida 33578	
STATE OF FLORIDA	
COUNTY OF HILLSBOROUGH	
The foregoing instrument was a or // online notarization, this of NNP on behalf of said company, who is personal company.	cknowledged before me by means of // physical presence day of, 2024, by, as IV-Lake Hutto, LLC, a Delaware limited liability company onally known to me.
	NOTARY PUBLIC
	Print or Stamp Name:
	My Commission Expires:
	NOTARY SEAL:
[Signature.	s Continued on Following Page]

ACCEPTED BY GRANTEE:

Signed, sealed and delivered in the presence of:	FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV, a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes
	By:Dayna Kennington
Print Name:Address:	_ Chairman of the Board of Supervisors
D . () I	_
Print Name:Address:	_
STATE OF FLORIDA	
COUNTY OF HILLSBOROUGH	
or // online notarization, this Chairman of the Board of Supervisors	acknowledged before me by means of // physical presence day of, 2024, by Dayna Kennington, a of FishHawk Community Development District IV, a local unized and existing under Chapter 190, Florida Statutes, on behalm to me.
	NOTARY PUBLIC
	Print or Stamp Name: My Commission Expires:
	NOTARY SEAL:

EXHIBIT A Property

Parcel 1 (1B/1C):

The portions of TRACT "B-19" designated as "Lake Hutto Gopher Tortoise Conservation Easement (O.R. 19351, Page 515 and corrected by O.R. 19423, Page 1882)," according to the plat of FISHHAWK RANCH WEST PHASE 1B/1C, as recorded in Plat Book 121, Pages 11 through 34, inclusive, of the Public Records of Hillsborough County, Florida.

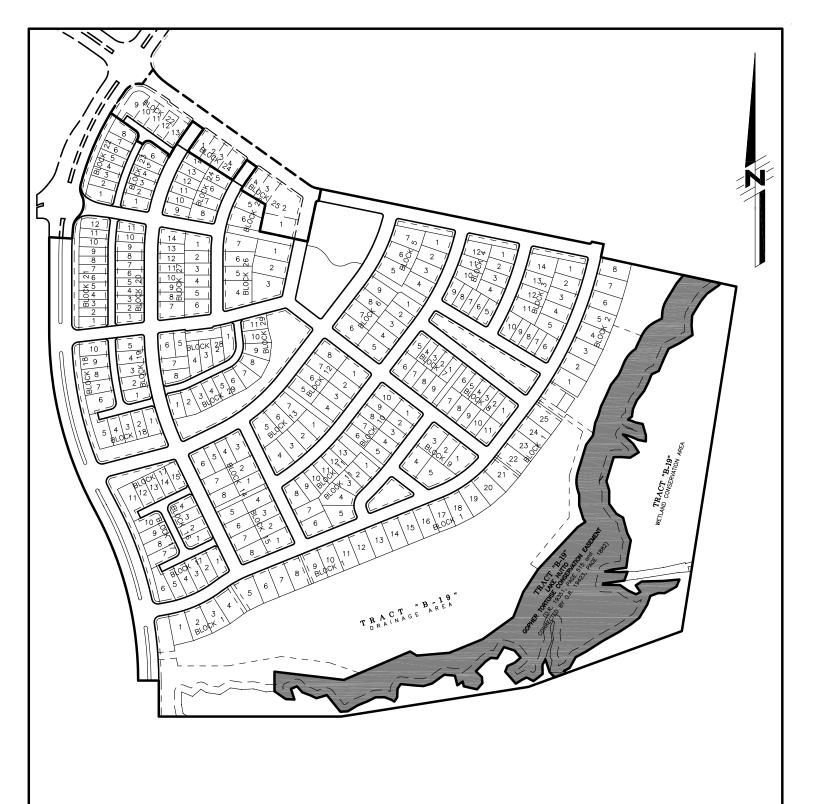
Parcel 2 (2A/2B):

Those portions of TRACT "B-19" designated as "Lake Hutto Gopher Tortoise Conservation Easement (O.R. 19351 Page 515 and corrected by O.R. 19423, Page 1882)" and "Wetland Conservation Area," according to the plat of FISHHAWK RANCH WEST PHASE 2A/2B, as recorded in Plat Book 123, Pages 165 through 190, inclusive, of the Public Records of Hillsborough County, Florida.

Parcel 3 (4A):

Those portions of TRACT "B-19" designated as "Lake Hutto Gopher Tortoise Conservation Easement (O.R. 19351 Page 515 and O.R. 19423, Page 1882)" and "Wetland Conservation Area," according to the plat of FISHHAWK RANCH WEST PHASE 4A, as recorded in Plat Book 126, Pages 30 through 42, inclusive, of the Public Records of Hillsborough County, Florida.

[Depiction follows for illustrative purposes only.]



FISHHAWK RANCH WEST PHASE IB/IC

TRACT "B-19"

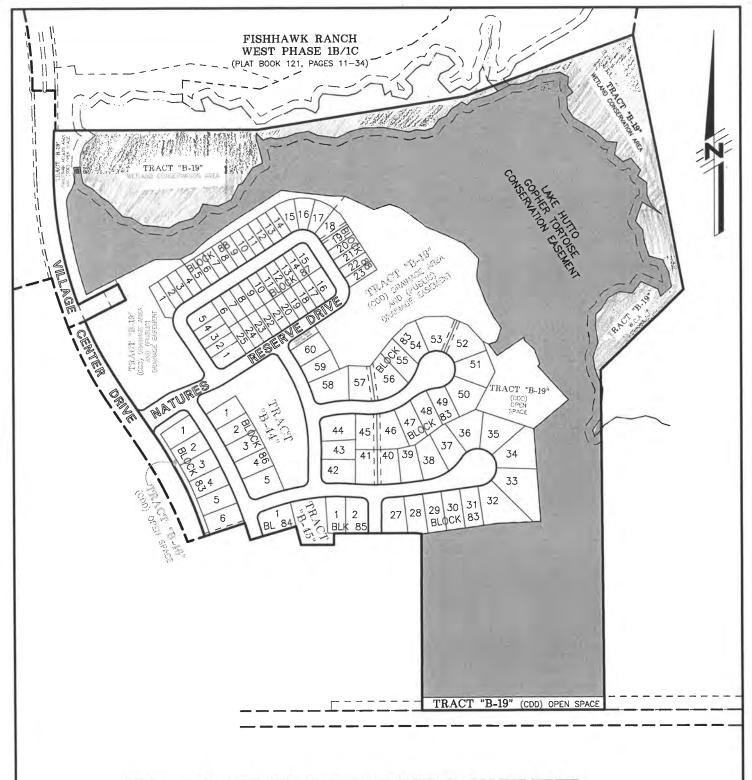
LAKE HUTTO
GOPHER TORTOISE CONSERVATION EASEMENT
(O.R. 19351, PAGE 515 and
CORRECTED BY O.R. 19423, PAGE 1882)



FISHHAWK RANCH WEST PHASE 2A/2B

TRACT "B-19"

LAKE HUTTO
GOPHER TORTOISE CONSERVATION EASEMENT
(O.R. 19351, PAGE 515 and
CORRECTED BY O.R. 19423, PAGE 1882)



FISHHAWK RANCH WEST PHASE 4A

TRACT "B-19"

LAKE HUTTO
GOPHER TORTOISE CONSERVATION EASEMENT
(O.R. 19351, PAGE 515 and
CORRECTED BY O.R. 19423, PAGE 1882)

Consideration: \$10.00 Documentary Stamps: \$.70

Prepared by and when recorded return to:

Jessica Paz Mahoney, Esq. MAHONEY LAW GROUP, P.A. 2240 Belleair Road, Suite 210 Clearwater, Florida 33764

SPECIAL WARRANTY DEED

(FishHawk Ranch West CDD East Conveyance Parcel)

THIS SPECIAL WARRANTY DEED ("**Deed**") is made this _____ day of ______, 2024, by **NNP IV-LAKE HUTTO, LLC**, a Delaware limited liability company ("**Grantor**"), whose address is 3162 South Falkenburg Road, Riverview, Florida 33578, in favor of **FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV**, a local unit of special purpose government organized and existing under Chapter 190, <u>Florida Statutes</u> ("**Grantee**"), whose address is 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all of the following described land in Hillsborough County, Florida ("**Property"**):

See Exhibit A attached to this Deed

Together with all appurtenances thereunto appertaining.

TO HAVE AND TO HOLD the Property, together with the appurtenances, unto Grantee, its successors and assigns, in fee simple forever. By acceptance hereof, Grantee acknowledges its responsibility for maintenance and operation of the Property.

THIS IS A CONVEYANCE OF PROPERTY TO THE COMMUNITY DEVELOPMENT DISTRICT. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER, AND ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE.

This conveyance is made subject to: (a) taxes for the year 2024 and subsequent years; (b) governmental requirements and restrictions (including, without limitation, zoning and land use ordinances); and (c) all easements, covenants, conditions, restrictions, reservations and other matters of record.

Subject to the matters noted in this Deed, Grantor does hereby warrant title to the Property, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first above written.

Signed, sealed and delivered in the presence of:	NNP IV-LAKE HUTTO, LLC, a Delaware limited liability company
	By:
Print Name:	Print Name:
Address: 3162 South Falkenburg Road Riverview, Florida 33578	Title:
Print Name:	
Address: 3162 South Falkenburg Road Riverview, Florida 33578	
STATE OF FLORIDA	
COUNTY OF HILLSBOROUGH	
or // online notarization, this day of	wledged before me by means of // physical presence of, 2024, by, as a lake Hutto, LLC, a Delaware limited liability company who we
on commit of said company, who is personally	
	NOTARY PUBLIC
	Print or Stamp Name:
	My Commission Expires:
	NOTARY SEAL:

[Signatures Continued on Following Page]

ACCEPTED BY GRANTEE:

Signed, sealed and delivered in the presence of:	FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV, a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes
	By: Dayna Kennington, Chairman of the Board of
Print Name:Address:	Supervisors
Print Name:	
Address:	
STATE OF FLORIDA	
COUNTY OF HILLSBOROUGH	
or [] online notarization, this Chairman of the Board of Supervisors of	acknowledged before me, by means of [] physical presence day of, 2024, by Dayna Kennington, as of FishHawk Community Development District IV, a local unit ed and existing under Chapter 190, Florida Statutes, on behalf to me.
	NOTARY PUBLIC
	Print or Stamp Name:
	My Commission Expires:
	NOTARY SEAL:

EXHIBIT A Property

FISHHAWK RANCH WEST CDD EAST CONVEYANCE PARCEL

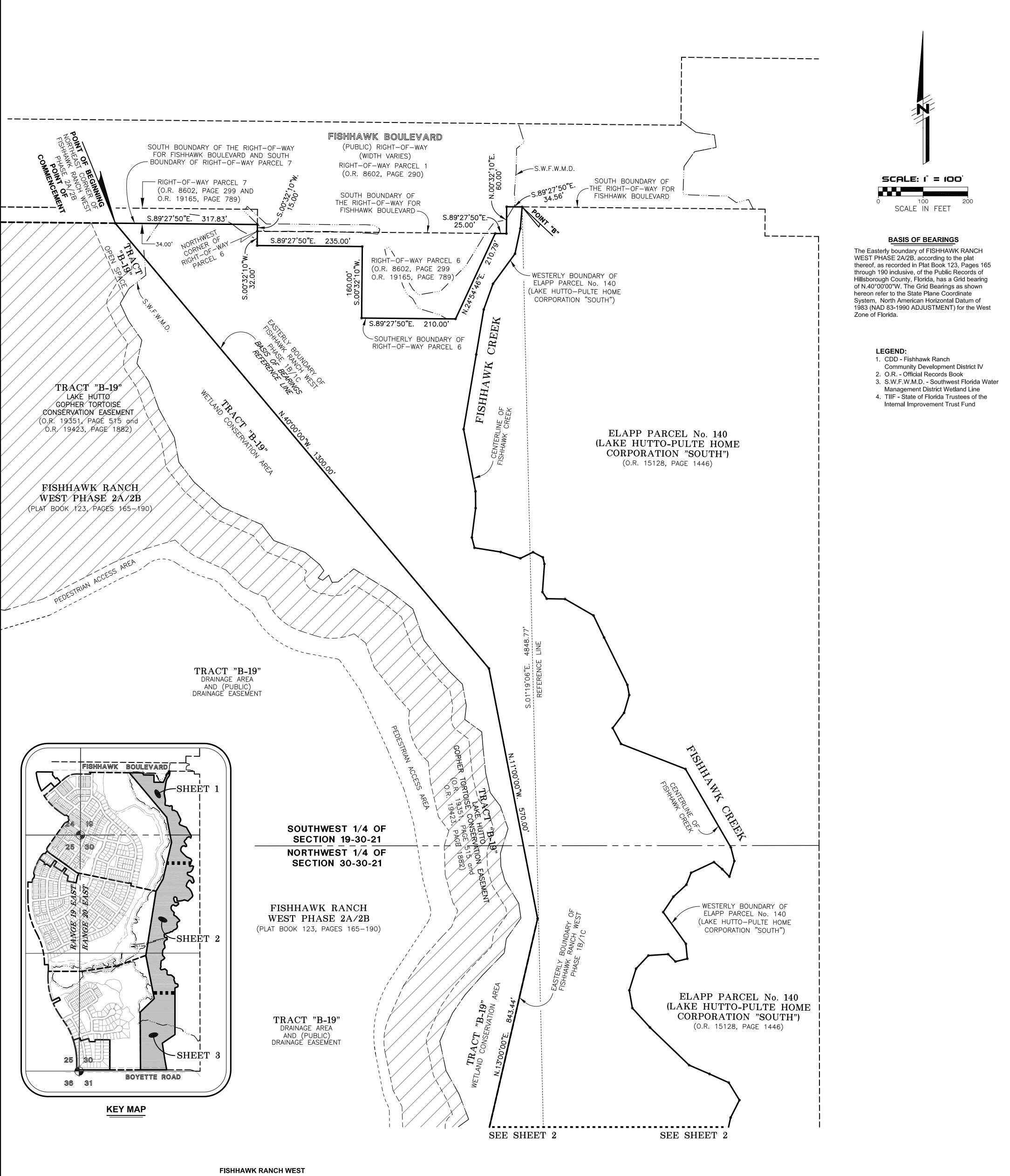
FISHHAWK RANCH WEST COMMUNITY DEVELOPMENT DISTRICT EAST CONVEYANCE PARCEL

DESCRIPTION: A parcel of land lying in Sections 19 and 30, Township 30 South, Range 21 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of FISHHAWK RANCH WEST PHASE 2A/2B. according to the plat thereof as recorded in Plat Book 123, Pages 165 through 190 inclusive, of the Public Records of Hillsborough County, Florida, for a POINT OF **BEGINNING**, also being a point on the South boundary of the right-of-way for FISHHAWK BOULEVARD, and also being a point on the South boundary of RIGHT-OF-WAY PARCEL 7, as recorded in Official Records Book 8602, Page 299, and in Official Records Book 19165, Page 789, of the Public Records of Hillsborough County, Florida, run thence along said South boundary of the right-of-way for FISHHAWK BOULEVARD and said South boundary of RIGHT-OF-WAY PARCEL 7, S.89°27'50"E., 317.83 feet; thence continue along said South boundary of the right-of-way for FISHHAWK BOULEVARD, S.00°32'10"W., 15.00 feet to the Northwest corner of RIGHT-OF-WAY PARCEL 6. according to the aforesaid Official Records Book 8602, Page 299, and Official Records Book 19165, Page 789; thence along the Southerly boundary of said RIGHT-OF-WAY PARCEL 6, the following five (5) courses: 1) continue S.00°32'10"W., 32.00 feet; 2) S.89°27'50"E., 235.00 feet; 3) S.00°32'10"W., 160.00 feet; 4) S.89°27'50"E., 210.00 feet; 5) N.24°54'46"E., 210.79 feet to a point on the aforesaid South boundary of the right-ofway for FISHHAWK BOULEVARD; thence along said South boundary of the right-of-way for FISHHAWK BOULEVARD, the following three (3) courses: 1) S.89°27'50"E., 25.00 feet; 2) N.00°32'10"E., 60.00 feet; 3) S.89°27'50"E., 34.56 feet to a point on the centerline of Fishhawk Creek, said point hereinafter being referred to as **POINT "B"** and also being referred to as POINT "B", in ELAPP PARCEL No. 140 (Lake Hutto - Pulte Home Corporation "South"), according to Special Warranty Deed, as recorded in Official Records Book 15128, Page 1446, of the Public Records of Hillsborough County, Florida; thence Southerly along said centerline of Fishhawk Creek, also being the Westerly boundary of said ELAPP PARCEL No. 140 (Lake Hutto - Pulte Home Corporation "South"), to a point hereinafter being referred to as POINT "A", (reference line between said POINT "B" and POINT "A", S.01°19'06"E., 4848.77 feet); thence continue along said Westerly boundary of ELAPP PARCEL No. 140 (Lake Hutto - Pulte Home Corporation "South"), the following five (5) courses: 1) SOUTH, 1045.61 feet; 2) S.55°55'06"W., 341.03 feet; 3) S.08°19'38"E., 266.46 feet; 4) S.09°16'33"E., 124.75 feet; 5) S.10°23'32"E., 212.90 feet to a point on the North Maintained right-of-way line of Bovette Road, also being a point on the South boundary of the 50.00 foot wide Permanent Tampa Bay Water Easement, as recorded in Official Records Book 12668, Page 1879, of the Public Records of Hillsborough County, Florida; thence along said North Maintained right-of-way line of Boyette Road and said South boundary of the 50.00 foot wide

Permanent Tampa Bay Water Easement, S.89°58'09"W., 585.84 feet to the Southeast corner of FISHHAWK RANCH WEST PHASE 4A, according to the plat thereof as recorded in Plat Book 126, Pages 30 through 42 inclusive, of the Public Records of Hillsborough County, Florida; thence along the Easterly boundary of said FISHHAWK RANCH WEST PHASE 4A, the following three (3) courses: 1) N.00°19'53"W., 1289.79 feet; 2) N.46°00'00"E., 436.84 feet; 3) N.11°00'00"W., 982.94 feet to the Southeast corner of FISHHAWK RANCH WEST PHASE 1B/1C, according to the plat thereof as recorded in Plat Book 121, Pages 11 through 34 inclusive, of the Public Records of Hillsborough County, Florida; thence along the Easterly boundary of said FISHHAWK RANCH WEST PHASE 1B/1C, N.09°00'00"E., 1453.22 feet to the Southeast corner of aforesaid FISHHAWK RANCH WEST PHASE 2A/2B; thence along the Easterly boundary of said FISHHAWK RANCH WEST PHASE 2A/2B, the following four (4) courses: 1) N.30°00'00"E., 315.88 feet; 2) N.13°00'00"E., 843.44 feet; 3) N.11°00'00"W., 570.00 feet; 4) N.40°00'00"W., 1300.00 feet to the **POINT OF BEGINNING.**

[Depiction follows for illustrative purposes.]



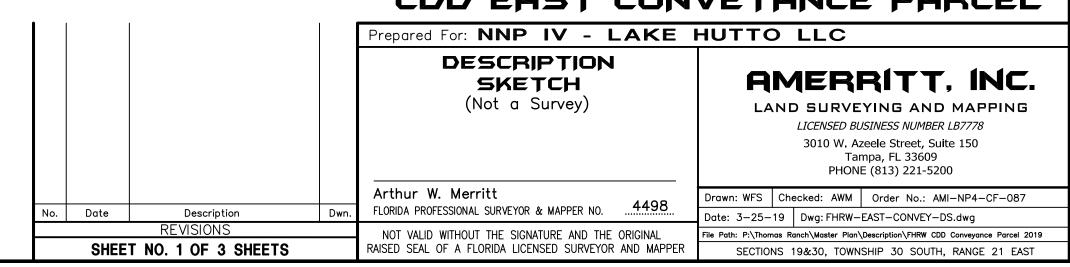
FISHHAWK RANCH WEST COMMUNITY DEVELOPMENT DISTRICT EAST CONVEYANCE PARCEL

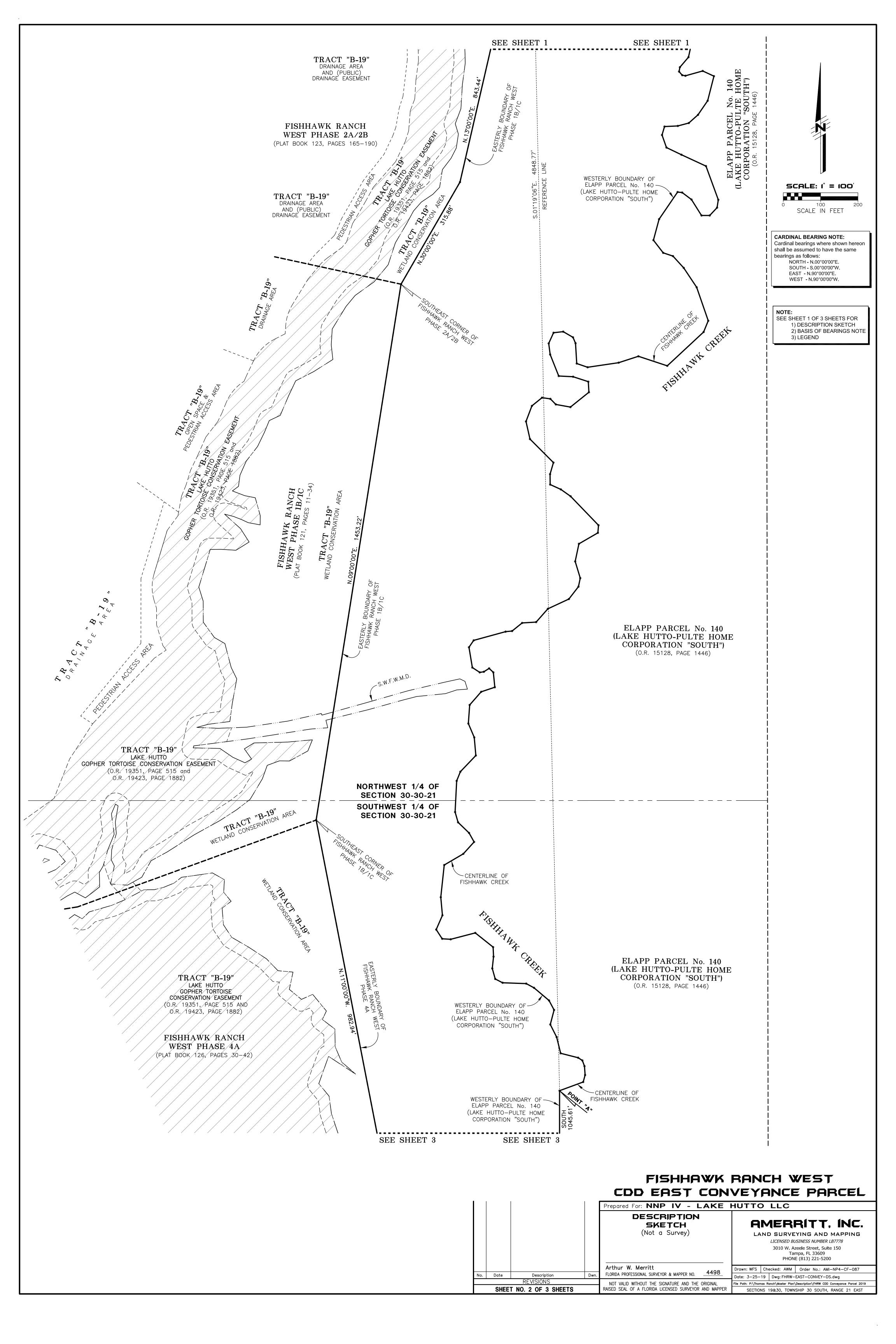
DESCRIPTION: A parcel of land lying in Sections 19 and 30, Township 30 South, Range 21 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of FISHHAWK RANCH WEST PHASE 2A/2B, according to the plat thereof as recorded in Plat Book 123, Pages 165 through 190 inclusive, of the Public Records of Hillsborough County, Florida, for a **POINT OF BEGINNING**, also being a point on the South boundary of the right-of-way for FISHHAWK BOULEVARD, and also being a point on the South boundary of RIGHT-OF-WAY PARCEL 7, as recorded in Official Records Book 8602, Page 299, and in Official Records Book 19165, Page 789, of the Public Records of Hillsborough County, Florida, run thence along said South boundary of the right-of-way for FISHHAWK BOULEVARD and said South boundary of RIGHT-OF-WAY PARCEL 7, S.89°27'50"E., 317.83 feet; thence continue along said South boundary of the right-of-way for FISHHAWK BOULEVARD, S.00°32'10"W., 15.00 feet to the Northwest corner of RIGHT-OF-WAY PARCEL 6, according to the aforesaid Official Records Book 8602, Page 299, and Official Records Book 19165, Page 789; thence along the Southerly boundary of said RIGHT-OF-WAY PARCEL 6, the following five (5) courses: 1) continue S.00°32'10"W., 32.00 feet; 2) S.89°27'50"E., 235.00 feet; 3) S.00°32'10"W., 160.00 feet; 4) S.89°27'50"E., 210.00 feet; 5) N.24°54'46"E., 210.79 feet to a point on the aforesaid South boundary of the right-of-way for FISHHAWK BOULEVARD; thence along said South boundary of the right-of-way for FISHHAWK BOULEVARD, the following three (3) courses: 1) S.89°27'50"E., 25.00 feet; 2) N.00°32'10"E., 60.00 feet; 3) S.89°27'50"E., 34.56 feet to a point on the centerline of Fishhawk Creek, said point hereinafter being referred to as POINT "B" and also being referred to as POINT "B", in ELAPP PARCEL No. 140 (Lake Hutto - Pulte Home Corporation "South"), according to Special Warranty Deed, as recorded in Official Records Book 15128, Page 1446, of the Public Records of Hillsborough County, Florida; thence Southerly along said centerline of Fishhawk Creek, also being the Westerly boundary of said ELAPP PARCEL No. 140 (Lake Hutto - Pulte Home Corporation "South"), to a point hereinafter being referred to as POINT "A", (reference line between said POINT "B" and POINT "A", S.01°19'06"E., 4848.77 feet); thence continue along said Westerly boundary of ELAPP PARCEL No. 140 (Lake Hutto - Pulte Home Corporation "South"), the following five (5) courses: 1) SOUTH, 1045.61 feet; 2) S.55°55'06"W., 341.03 feet; 3) S.08°19'38"E., 266.46 feet; 4) S.09°16'33"E., 124.75 feet; 5) S.10°23'32"E., 212.90 feet to a point on the North Maintained right-of-way line of Boyette Road, also being a point on the South boundary of the 50.00 foot wide Permanent Tampa Bay Water Easement, as recorded in Official Records Book 12668, Page 1879, of the Public Records of Hillsborough County, Florida; thence along said North Maintained right-of-way line of Boyette Road and said South boundary of the 50.00 foot wide Permanent Tampa Bay Water Easement, S.89°58'09"W., 585.84 feet to the Southeast corner of FISHHAWK RANCH WEST PHASE 4A, according to the plat thereof as recorded in Plat Book 126, Pages 30 through 42 inclusive, of the Public Records of Hillsborough County, Florida; thence along the Easterly boundary of said FISHHAWK RANCH WEST PHASE 4A, the following three (3) courses: 1) N.00°19'53"W., 1289.79 feet; 2) N.46°00'00"E., 436.84 feet; 3) N.11°00'00"W., 982.94 feet to the Southeast corner of FISHHAWK RANCH WEST PHASE 1B/1C, according to the plat thereof as recorded in Plat Book 121, Pages 11 through 34 inclusive, of the Public Records of Hillsborough County, Florida; thence along the Easterly boundary of said FISHHAWK RANCH WEST PHASE 1B/1C, N.09°00'00"E., 1453.22 feet to the Southeast corner of aforesaid FISHHAWK RANCH WEST PHASE 2A/2B; thence along the Easterly boundary of said FISHHAWK RANCH WEST PHASE 2A/2B, the following four (4) courses: 1) N.30°00'00"E., 315.88 feet; 2) N.13°00'00"E., 843.44 feet; 3) N.11°00'00"W., 570.00 feet; 4) N.40°00'00"W., 1300.00 feet to the **POINT OF BEGINNING**.

Containing 76.201 acres, more or less.

FISHHAWK RANCH WEST CDD EAST CONVEYANCE PARCEL





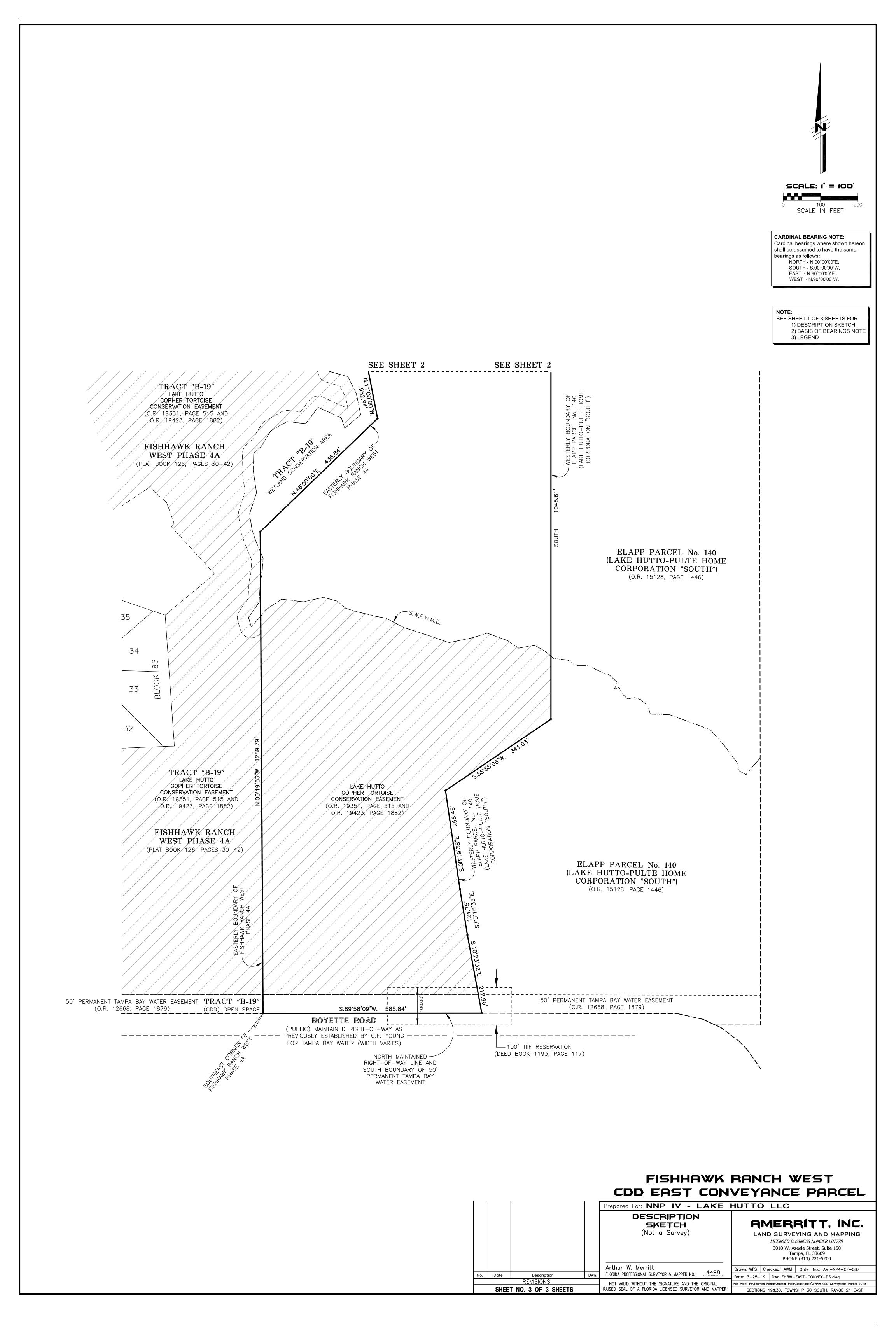


Exhibit D Forms of Property Bills of Sale

BILL OF SALE

(FishHawk Ranch West portion of Tract B-19 in Phases 1B/1C, 2A/2B, and 4A)

KNOW ALL MEN BY THESE PRESENTS, that **NNP IV-LAKE HUTTO, LLC**, a Delaware limited liability company, whose address for purposes hereof is 3162 South Falkenburg Road, Riverview, Florida 33578 ("**Developer**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes ("**District**"), whose address is 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights (collectively, the "**Personal Property**"), to-wit:

See **Exhibit "A"** attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD all of the Personal Property unto the District, its successors and assigns, for the District's own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Developer does hereby represent and warrant to the District, its successors and assigns, that (a) Developer has not previously conveyed the Personal Property to any other party; (b) all contractors and subcontractors furnishing services or materials relative to the Personal Property have been paid in full, and (c) Developer has no knowledge of any defects in the Personal Property. Subject only to the express representations and warranties set forth above, the Personal Property is conveyed by Developer to the District, and the District hereby accepts the Personal Property, in its "asis" condition.

AND Developer does hereby covenant with the District that Developer will warrant and defend the title of the Personal Property unto the District, its successors and assigns, against the lawful claims and demands of all persons claiming by, through and under Developer, but against none other.

[Signatures Begin on Following Page]

[Developer's Signature Page to Bill of Sale]

IN WITNESS WHEREOF, Developer has this day of, 2024.	s caused this instrument to be delivered in its name
Signed, sealed and delivered in the presence of:	NNP IV-LAKE HUTTO, LLC, a Delaware limited liability company
Print Name:	By: Print Name: Title:
Print Name:	
STATE OF FLORIDA	
The foregoing instrument was acknowledge or [] online notarization, this day of of NNP IV-Lake Hutto, LI of said company, who is personally known to me.	ged before me, by means of [] physical presence , 2024, by, as LC, a Delaware limited liability company, on behalf
	NOTARY PUBLIC Print or Stamp Name: My Commission Expires:

[Signatures Continue on Following Page]

[District's Signature Page to Bill of Sale]

Signed, sealed and delivered in the presence of:	FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV, a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes
Print Name:	By: Dayna Kennington, Chairman of the Board of Supervisors
Print Name:	
STATE OF FLORIDA	
COUNTY OF HILLSBOROUGH	
or [] online notarization, this of Chairman of the Board of Supervisors of	cknowledged before me, by means of [] physical presence day of, 2024, by Dayna Kennington, as FishHawk Community Development District IV, a local unit d and existing under Chapter 190, Florida Statutes, on behalf o me.
	NOTARY PUBLIC
	Print or Stamp Name:
	My Commission Expires:
	NOTARY SEAL:

Exhibit "A"

Personal Property

All of Developer's right, title and interest in and to all fixtures and improvements owned by Developer (herein, the "Fixtures and Improvements") on, under or within the following described land (the "Real Property") in Hillsborough County, Florida, together with all of Developer's right, title, interest and benefit in, to, and under, the following plans, reports and documents relating to the Fixtures and Improvements or the operation of the Fixtures and Improvements: (i) all plans, designs, construction and development drawings, engineering and soil reports and studies, surveys, testing, permits, approvals; and (ii) all third party guaranties, affidavits, warranties, bonds, claims, lien waivers, indemnifications, and agreements given with respect to the construction, installation or composition of the Fixtures and Improvements:

REAL PROPERTY

Parcel 1 (1B/1C):

The portions of TRACT "B-19" designated as "Lake Hutto Gopher Tortoise Conservation Easement (O.R. 19351, Page 515 and corrected by O.R. 19423, Page 1882)," according to the plat of FISHHAWK RANCH WEST PHASE 1B/1C, as recorded in Plat Book 121, Pages 11 through 34, inclusive, of the Public Records of Hillsborough County, Florida.

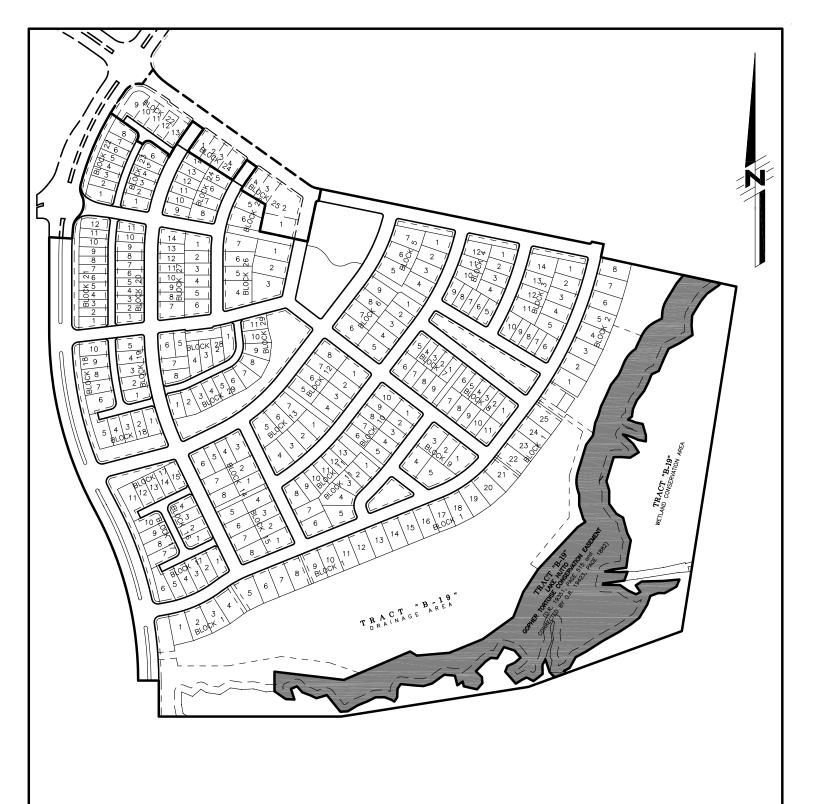
Parcel 2 (2A/2B):

Those portions of TRACT "B-19" designated as "Lake Hutto Gopher Tortoise Conservation Easement (O.R. 19351 Page 515 and corrected by O.R. 19423, Page 1882)" and "Wetland Conservation Area," according to the plat of FISHHAWK RANCH WEST PHASE 2A/2B, as recorded in Plat Book 123, Pages 165 through 190, inclusive, of the Public Records of Hillsborough County, Florida.

Parcel 3 (4A):

Those portions of TRACT "B-19" designated as "Lake Hutto Gopher Tortoise Conservation Easement (O.R. 19351 Page 515 and O.R. 19423, Page 1882)" and "Wetland Conservation Area," according to the plat of FISHHAWK RANCH WEST PHASE 4A, as recorded in Plat Book 126, Pages 30 through 42, inclusive, of the Public Records of Hillsborough County, Florida.

[DEPICTION ATTACHED FOR ILLUSTRATIVE PURPOSES ONLY]



FISHHAWK RANCH WEST PHASE IB/IC

TRACT "B-19"

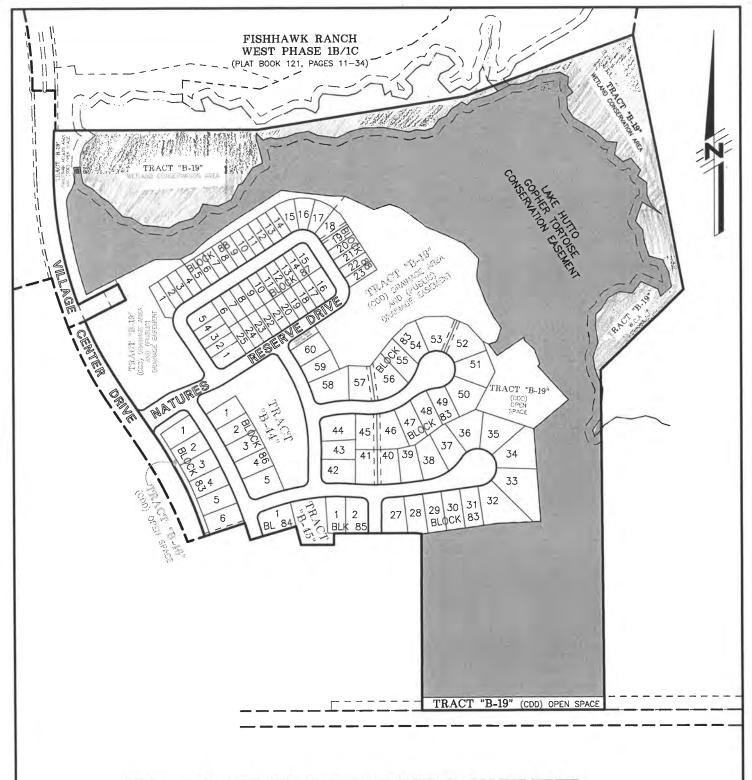
LAKE HUTTO
GOPHER TORTOISE CONSERVATION EASEMENT
(O.R. 19351, PAGE 515 and
CORRECTED BY O.R. 19423, PAGE 1882)



FISHHAWK RANCH WEST PHASE 2A/2B

TRACT "B-19"

LAKE HUTTO
GOPHER TORTOISE CONSERVATION EASEMENT
(O.R. 19351, PAGE 515 and
CORRECTED BY O.R. 19423, PAGE 1882)



FISHHAWK RANCH WEST PHASE 4A

TRACT "B-19"

LAKE HUTTO
GOPHER TORTOISE CONSERVATION EASEMENT
(O.R. 19351, PAGE 515 and
CORRECTED BY O.R. 19423, PAGE 1882)

BILL OF SALE

(FishHawk Ranch West CDD East Conveyance Parcel)

KNOW ALL MEN BY THESE PRESENTS, that **NNP IV-LAKE HUTTO, LLC**, a Delaware limited liability company, whose address for purposes hereof is 3162 South Falkenburg Road, Riverview, Florida 33578 ("**Developer**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes ("**District**"), whose address is 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights (collectively, the "**Personal Property**"), to-wit:

See **Exhibit "A"** attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD all of the Personal Property unto the District, its successors and assigns, for the District's own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Developer does hereby represent and warrant to the District, its successors and assigns, that (a) Developer has not previously conveyed the Personal Property to any other party; (b) all contractors and subcontractors furnishing services or materials relative to the Personal Property have been paid in full, and (c) Developer has no knowledge of any defects in the Personal Property. Subject only to the express representations and warranties set forth above, the Personal Property is conveyed by Developer to the District, and the District hereby accepts the Personal Property, in its "asis" condition.

AND Developer does hereby covenant with the District that Developer will warrant and defend the title of the Personal Property unto the District, its successors and assigns, against the lawful claims and demands of all persons claiming by, through and under Developer, but against none other.

[Signatures Begin on Following Page]

[Developer's Signature Page to Bill of Sale]

IN WITNESS WHEREOF, De this day of,	eveloper has caused this instrument to be delivered in its name 2024.
Signed, sealed and delivered in the presence of:	NNP IV-LAKE HUTTO, LLC, a Delaware limited liability company
Print Name:	Print Name:
Print Name:	
STATE OF FLORIDA	
COUNTY OF HILLSBOROUGH	
The foregoing instrument was or [] online notarization, this of NNP IV-Lal of said company, who is personally known in the personal part of t	acknowledged before me, by means of [] physical presence day of, 2024, by, aske Hutto, LLC, a Delaware limited liability company, on behaltown to me.
or out a company, who is personally in-	
	NOTARY PUBLIC Print or Stamp Name: My Commission Expires:
	NOTARY SEAL:

[Signatures Continue on Following Page]

[District's Signature Page to Bill of Sale]

Signed, sealed and delivered in the presence of:	FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV, a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes
	By: Dayna Kennington, Chairman of the
Print Name:	Board of Supervisors
Print Name:	
STATE OF FLORIDA	
COUNTY OF HILLSBOROUGH	
or [] online notarization, this da Chairman of the Board of Supervisors of F	nowledged before me, by means of [] physical presence by of, 2024, by Dayna Kennington, as FishHawk Community Development District IV, a local unit and existing under Chapter 190, Florida Statutes, on behalf me.
	NOTARY PUBLIC
	Print or Stamp Name: My Commission Expires:
	NOTARY SEAL:

Exhibit "A"

Personal Property

All of Developer's right, title and interest in and to all engineering and soil reports and studies, surveys, testing, permits, approvals, if any, given with respect to the following described real property:

REAL PROPERTY

FISHHAWK RANCH WEST COMMUNITY DEVELOPMENT DISTRICT EAST CONVEYANCE PARCEL

DESCRIPTION: A parcel of land lying in Sections 19 and 30, Township 30 South, Range 21 East, Hillsborough County, Florida, and being more particularly described as follows:

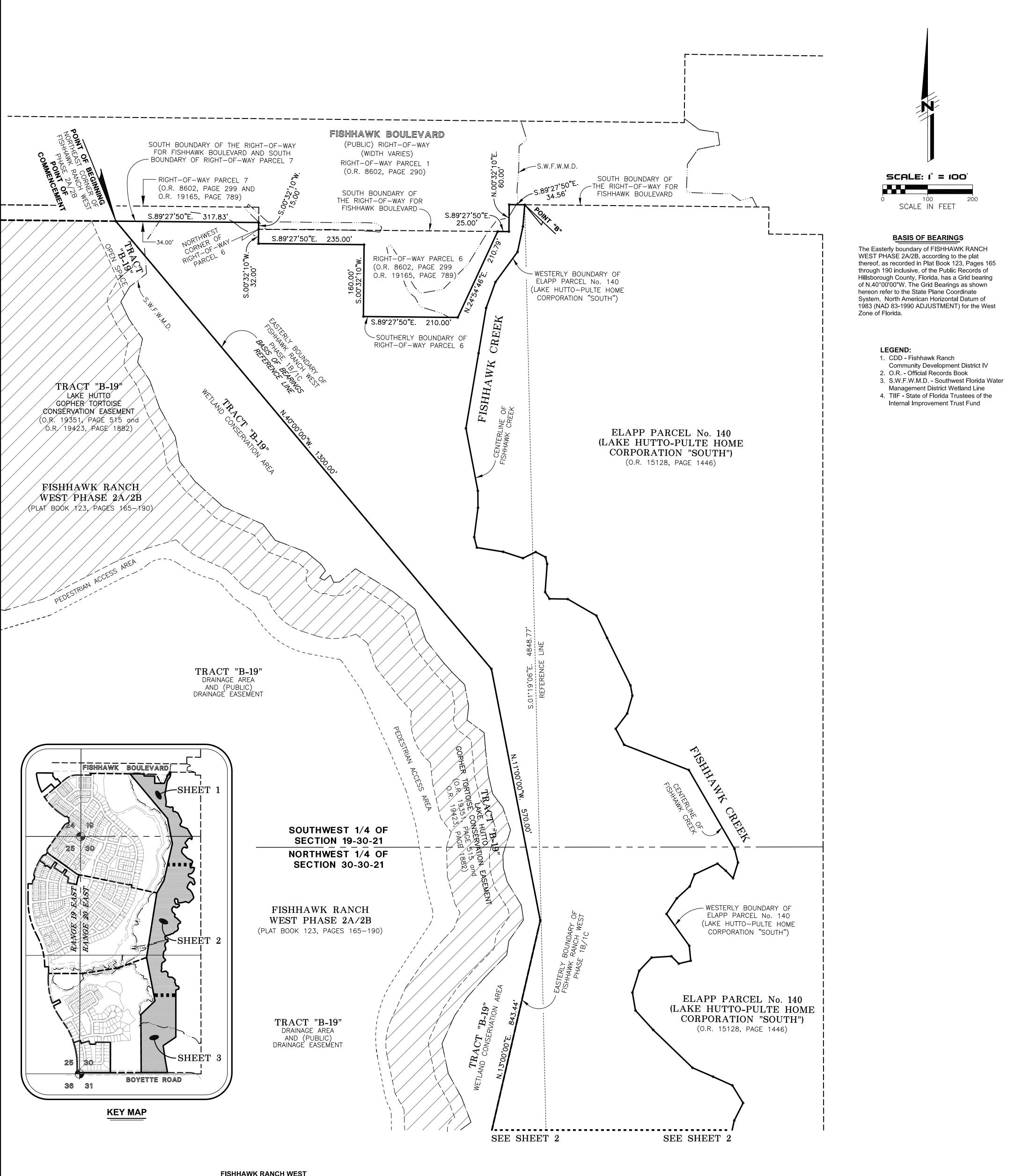
COMMENCE at the Northeast corner of FISHHAWK RANCH WEST PHASE 2A/2B, according to the plat thereof as recorded in Plat Book 123, Pages 165 through 190 inclusive, of the Public Records of Hillsborough County, Florida, for a POINT OF BEGINNING, also being a point on the South boundary of the right-of-way for FISHHAWK BOULEVARD, and also being a point on the South boundary of RIGHT-OF-WAY PARCEL 7, as recorded in Official Records Book 8602, Page 299, and in Official Records Book 19165, Page 789, of the Public Records of Hillsborough County, Florida, run thence along said South boundary of the right-of-way for FISHHAWK BOULEVARD and said South boundary of RIGHT-OF-WAY PARCEL 7. S.89°27'50"E., 317.83 feet; thence continue along said South boundary of the right-of-way for FISHHAWK BOULEVARD, S.00°32'10"W., 15.00 feet to the Northwest corner of RIGHT-OF-WAY PARCEL 6, according to the aforesaid Official Records Book 8602, Page 299, and Official Records Book 19165, Page 789; thence along the Southerly boundary of said RIGHT-OF-WAY PARCEL 6, the following five (5) courses: 1) continue S.00°32'10"W., 32.00 feet: 2) S.89°27'50"E., 235.00 feet; 3) S.00°32'10"W., 160.00 feet; 4) S.89°27'50"E., 210.00 feet; 5) N.24°54'46"E., 210.79 feet to a point on the aforesaid South boundary of the right-ofway for FISHHAWK BOULEVARD; thence along said South boundary of the right-of-way for FISHHAWK BOULEVARD, the following three (3) courses: 1) S.89°27'50"E., 25.00 feet; 2) N.00°32'10"E., 60.00 feet; 3) S.89°27'50"E., 34.56 feet to a point on the centerline of Fishhawk Creek, said point hereinafter being referred to as POINT "B" and also being referred to as POINT "B", in ELAPP PARCEL No. 140 (Lake Hutto - Pulte Home Corporation "South"), according to Special Warranty Deed, as recorded in Official Records Book 15128, Page 1446, of the Public Records of Hillsborough County, Florida; thence Southerly along said centerline of Fishhawk Creek, also being the Westerly boundary of said ELAPP PARCEL No. 140 (Lake Hutto - Pulte Home Corporation "South"), to a point hereinafter being referred to as **POINT "A"**, (reference line between said POINT "B" and POINT "A", S.01°19'06"E., 4848.77 feet); thence continue along said Westerly boundary of ELAPP PARCEL No. 140 (Lake Hutto - Pulte Home Corporation "South"), the following five (5) courses: 1) SOUTH, 1045.61 feet; 2) S.55°55'06"W., 341.03 feet; 3) S.08°19'38"E., 266.46 feet; 4) S.09°16'33"E., 124.75 feet; 5) S.10°23'32"E., 212.90 feet to a point on the North Maintained right-of-way line of Boyette Road, also being a point on the South boundary of the 50.00 foot wide Permanent Tampa Bay Water Easement, as recorded in Official Records Book 12668, Page 1879, of the Public Records of Hillsborough County, Florida; thence along said North Maintained right-of-way line of Boyette Road and said South boundary of the 50.00 foot wide Permanent Tampa Bay Water Easement, S.89°58'09"W., 585.84 feet to the Southeast corner of FISHHAWK RANCH WEST PHASE 4A, according to the plat thereof as recorded in Plat Book 126, Pages 30 through 42 inclusive, of the Public Records of Hillsborough County, Florida; thence along the Easterly boundary of said FISHHAWK RANCH WEST PHASE 4A, the following three (3) courses: 1) N.00°19'53"W., 1289.79 feet; 2) N.46°00'00"E., 436.84 feet; 3) N.11°00'00"W., 982.94 feet to the Southeast corner of FISHHAWK RANCH WEST PHASE 1B/1C, according to the plat thereof as recorded in Plat Book 121, Pages 11 through 34 inclusive, of the Public Records of Hillsborough County, Florida; thence along the Easterly boundary of said FISHHAWK RANCH WEST PHASE 1B/1C, N.09°00'00"E., 1453.22 feet to the Southeast corner of aforesaid FISHHAWK RANCH WEST PHASE 2A/2B; thence along the Easterly boundary of said FISHHAWK RANCH WEST PHASE 2A/2B, the following four (4) courses: 1) N.30°00'00"E., 315.88 feet; 2) N.13°00'00"E., 843.44 feet; 3) N.11°00'00"W., 570.00 feet; 4) N.40°00'00"W., 1300.00 feet to the **POINT OF BEGINNING.**

AMI-NP4-CF-087

P:\Thomas Ranch\Master Plan\Description\FHRW CDD Conveyance Parcel 2019\FHRW-EAST-CONVEY-DS.doc WFS

March 25, 2019

[Depiction follows for illustrative purposes only.]



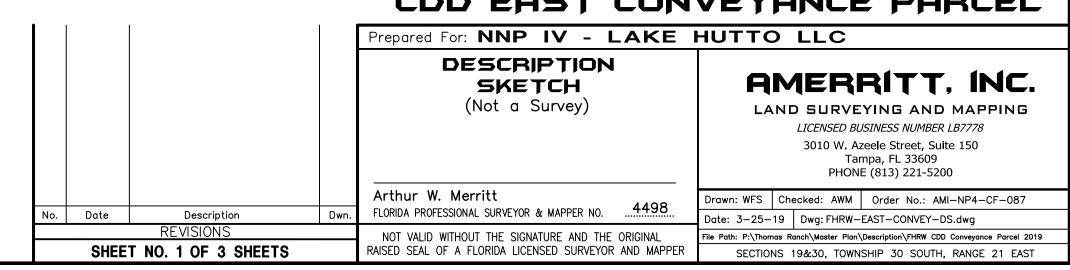
FISHHAWK RANCH WEST COMMUNITY DEVELOPMENT DISTRICT EAST CONVEYANCE PARCEL

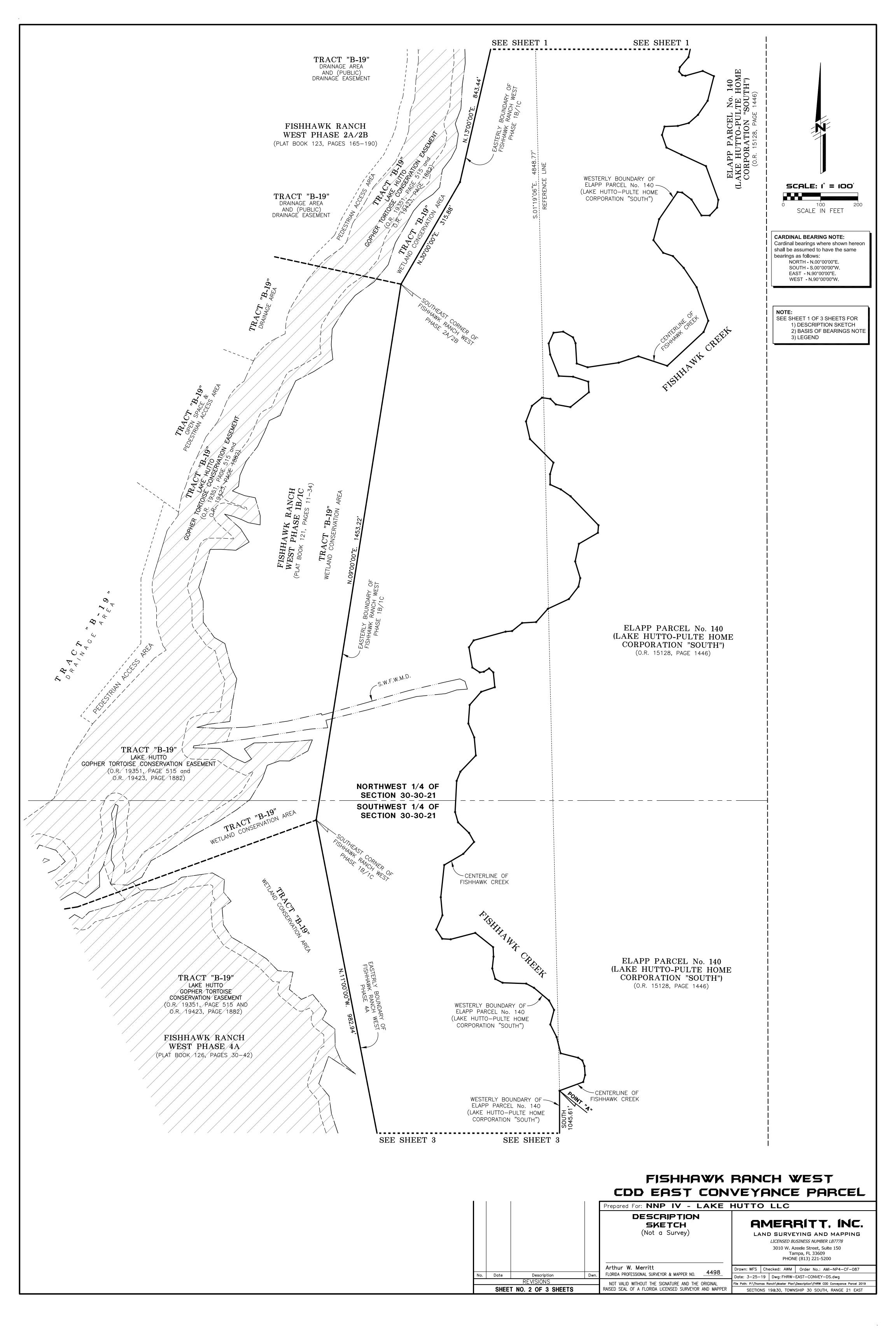
DESCRIPTION: A parcel of land lying in Sections 19 and 30, Township 30 South, Range 21 East, Hillsborough County, Florida, and being more particularly described as follows:

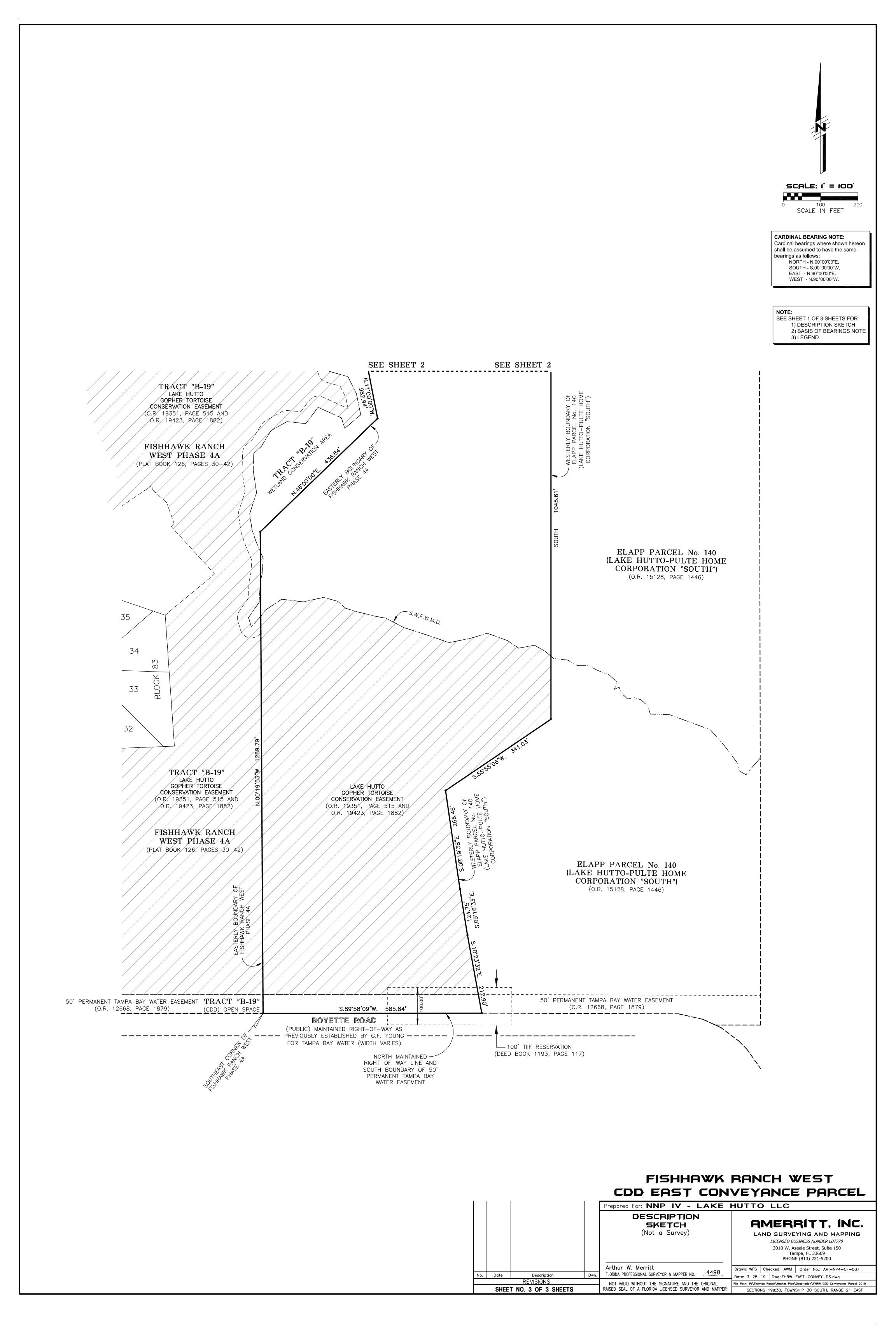
COMMENCE at the Northeast corner of FISHHAWK RANCH WEST PHASE 2A/2B, according to the plat thereof as recorded in Plat Book 123, Pages 165 through 190 inclusive, of the Public Records of Hillsborough County, Florida, for a POINT OF BEGINNING, also being a point on the South boundary of the right-of-way for FISHHAWK BOULEVARD, and also being a point on the South boundary of RIGHT-OF-WAY PARCEL 7, as recorded in Official Records Book 8602, Page 299, and in Official Records Book 19165, Page 789, of the Public Records of Hillsborough County, Florida, run thence along said South boundary of the right-of-way for FISHHAWK BOULEVARD and said South boundary of RIGHT-OF-WAY PARCEL 7, S.89°27'50"E., 317.83 feet; thence continue along said South boundary of the right-of-way for FISHHAWK BOULEVARD, S.00°32'10"W., 15.00 feet to the Northwest corner of RIGHT-OF-WAY PARCEL 6, according to the aforesaid Official Records Book 8602, Page 299, and Official Records Book 19165, Page 789; thence along the Southerly boundary of said RIGHT-OF-WAY PARCEL 6, the following five (5) courses: 1) continue S.00°32'10"W., 32.00 feet; 2) S.89°27'50"E., 235.00 feet; 3) S.00°32'10"W., 160.00 feet; 4) S.89°27'50"E., 210.00 feet; 5) N.24°54'46"E., 210.79 feet to a point on the aforesaid South boundary of the right-of-way for FISHHAWK BOULEVARD; thence along said South boundary of the right-of-way for FISHHAWK BOULEVARD, the following three (3) courses: 1) S.89°27'50"E., 25.00 feet; 2) N.00°32'10"E., 60.00 feet; 3) S.89°27'50"E., 34.56 feet to a point on the centerline of Fishhawk Creek, said point hereinafter being referred to as POINT "B" and also being referred to as POINT "B", in ELAPP PARCEL No. 140 (Lake Hutto - Pulte Home Corporation "South"), according to Special Warranty Deed, as recorded in Official Records Book 15128, Page 1446, of the Public Records of Hillsborough County, Florida; thence Southerly along said centerline of Fishhawk Creek, also being the Westerly boundary of said ELAPP PARCEL No. 140 (Lake Hutto - Pulte Home Corporation "South"), to a point hereinafter being referred to as POINT "A", (reference line between said POINT "B" and POINT "A", S.01°19'06"E., 4848.77 feet); thence continue along said Westerly boundary of ELAPP PARCEL No. 140 (Lake Hutto - Pulte Home Corporation "South"), the following five (5) courses: 1) SOUTH, 1045.61 feet; 2) S.55°55'06"W., 341.03 feet; 3) S.08°19'38"E., 266.46 feet; 4) S.09°16'33"E., 124.75 feet; 5) S.10°23'32"E., 212.90 feet to a point on the North Maintained right-of-way line of Boyette Road, also being a point on the South boundary of the 50.00 foot wide Permanent Tampa Bay Water Easement, as recorded in Official Records Book 12668, Page 1879, of the Public Records of Hillsborough County, Florida; thence along said North Maintained right-of-way line of Boyette Road and said South boundary of the 50.00 foot wide Permanent Tampa Bay Water Easement, S.89°58'09"W., 585.84 feet to the Southeast corner of FISHHAWK RANCH WEST PHASE 4A, according to the plat thereof as recorded in Plat Book 126, Pages 30 through 42 inclusive, of the Public Records of Hillsborough County, Florida; thence along the Easterly boundary of said FISHHAWK RANCH WEST PHASE 4A, the following three (3) courses: 1) N.00°19'53"W., 1289.79 feet; 2) N.46°00'00"E., 436.84 feet; 3) N.11°00'00"W., 982.94 feet to the Southeast corner of FISHHAWK RANCH WEST PHASE 1B/1C, according to the plat thereof as recorded in Plat Book 121, Pages 11 through 34 inclusive, of the Public Records of Hillsborough County, Florida; thence along the Easterly boundary of said FISHHAWK RANCH WEST PHASE 1B/1C, N.09°00'00"E., 1453.22 feet to the Southeast corner of aforesaid FISHHAWK RANCH WEST PHASE 2A/2B; thence along the Easterly boundary of said FISHHAWK RANCH WEST PHASE 2A/2B, the following four (4) courses: 1) N.30°00'00"E., 315.88 feet; 2) N.13°00'00"E., 843.44 feet; 3) N.11°00'00"W., 570.00 feet; 4) N.40°00'00"W., 1300.00

feet to the **POINT OF BEGINNING.**Containing 76.201 acres, more or less.

FISHHAWK RANCH WEST CDD EAST CONVEYANCE PARCEL







Tab 3

TERMINATION OF AGREEMENT

THIS TERMINATION OF AGREEMENT (the "**Termination**") is made between **NNP IV-LAKE HUTTO, LLC,** a Delaware limited liability company ("**NNP**"), and **FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV**, a unit of special purpose local government organized and existing pursuant to Chapter 190, *Florida Statutes*, ("**District**"), effective as of September 5, 2024, with reference to the following facts:

- A. NNP and the District entered into that certain Agreement Between NNP IV-Lake Hutto, LLC and FishHawk Community Development District IV Regarding Permit Compliance Activities and Conveyance of Gopher Tortoise Preserve Property, effective as of December 21, 2023 (the "Agreement"), with respect to the conveyance of certain property located in Hillsborough County, Florida to the District; and
- B. The District has not delivered written notice to NNP of the Maintenance Work Cost with the selected contractor's proposal.
 - C. NNP and District hereby desire to mutually terminate the Agreement.

NOW, THEREFORE, for and in consideration of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NNP and the District agree as follows:

- 1. <u>Recitals</u>. The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2. <u>Termination; Mutual Release.</u> NNP and the District hereby mutually terminate the Agreement and hereby release each other from and against any liability under the Agreement.
- 3. <u>Capitalized Terms</u>. Unless otherwise defined in this Termination, all capitalized terms used in this Termination shall have the same definitions as given to them in the Agreement.
- 4. <u>Counterparts; Electronic Signatures; Effective Date</u>. This Termination may be executed in counterparts, all of which, when taken together, shall constitute one instrument. Copies of signatures and electronic signatures (such as DocuSign) shall have the same effect as an original.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Termination effective as of the day and year set forth in the preamble hereof.

NNP IV-LAKE HUTTO, LLC, a Delaware limited liability company	FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV, a unit of special purpose local government established pursuant to Chapter 190, F.S.
By:	By:
Len Jaffe, Vice President	Print Name:
	Title:, Board of
	Supervisors

Tab 4

8606 Herons Cove PI Tampa, FL 33647 Tim Gay

(813) 334-4827

TO:

Fish Hawk IV CDD 9428 Camden Field Parkway Riverview, FL 33578

Attn: Debby Wallace (813) 533-2950

JOB DESCRIPTION

Holiday lighting and decoration for Fish Hawk IV CDD - Front Entrance

	ITEMIZED ESTIMATE: TIME AND MATERIALS	AMOUNT
Front	Center Median	\$6,500.00
Entrance	Install lighted garland with bows to left and right of center entrance sign	
	Install 2 x 48" wreaths with lights and bows on entry monument on left and right of sign	
	Install clear, warm white LEDs lights in crape myrtle trees behind entrance sign Install falling meteor lights in canopies of crape myrtles (48 total)	
	Install clear, warm white LED mini lights in 3 oaks trees on Center median just past crapes	
	Entrance / Exit	
	Install warm white, C9 bulbs across entrance / exit wall	
	Install clear mini lights on 3 palm trees behind entrance walls (entrance / exit; Total of 6 palms)	
	Requires 50% deposit	
	TOTAL ESTIMATED JOB COST	\$6,500.00

- * Price includes rental of materials, labor, installation and service.
- * Illuminations Holiday Lighting takes the utmost care and precaution to protect your premises and property.
- * Customer hereby authorizes Illuminations Holiday Lighting, to install and / or remove all materials on said property as provided herein.
- * Assumes adequate power available. If additional power needed Fishhawk Ranch West CDD responsible for providing.
- * Loss of material due to theft or vandalism is reimbursable at cost
- * Remaining balance of project due upon receipt of invoice after installation.
- * Removal process begins after New Years Day. It can take up to a week or more for completion. Power can be turned off in the interim.

Tim Gay		8/26/2024
PREPARED BY	_	DATE
	<u></u>	
AUTHORIZED SIGNATURE FOR FISH HAWK IV CDD		DATE

CONFIDENTIAL - This message is sent on behalf of Illuminations Holiday Lighting and is intended for authorized personnel of Fish Hawk IV CDD only. As the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Tab 5





Rizzetta & Co Fishhawk #1 10523 Whispering Bench Way Lithia, FL 33547

Inspector: Inspection Type:

Completed On:

of Issues:

Bert Statum **CPSI Inspection** 08/15/2024

Inventory



3-Bay Swing

Type:

Category: Playground

Equipment Swings Equipment: 3-leg swing

Manufacturer: GameTime Age Group: 5-12

EWF Surface

Category: Surface Type: Loose fill Equipment: **EWF**

Manufacturer: Unknown/None

Age Group: All



Free Standing Dual Slide

Category: Playground

Equipment

Type: Slides

Equipment: Freestanding plastic

Manufacturer: GameTime Age Group: 5-12



Merry-go-round (vertical rotating)

Category: Playground Equipment **Motion Items** Type:

Equipment: Spinner Manufacturer: GameTime Age Group: 5-12



Teeter/Totter (Buck-A-Bout)

Category: Playground Equipment

Type: Spring Items

Equipment: See saw Manufacturer: GameTime Age Group: 5-12

Issues Summary



No signage - Merry-go-round (vertical rotating)

Part: Action: **Entire unit** Add New Labels Reported By: Created On:

Bert Statum 08/15/2024

Priority:

Comments:

No age appropriate and no safety warning labels or signs

posted.



Jeremy #1



No signage - Teeter/Totter (Buck-A-Bout)

Part: Action: **Entire unit** Add New Labels Reported By: Created On:

Bert Statum 08/15/2024

Priority: Comments:

No age appropriate and no safety warning labels or signs

posted.



Jeremy #2



Non Compliant - Merry-go-round (vertical rotating)

Part:

Entire unit

Reported By:

Bert Statum

Action:

Correct

Created On:

08/15/2024

Priority: 3 Comments:

72 inches of safety surface material is required for proper use zone. Merry-go round only has 36 inches

available around outside edge.



Please Proposal Brightview





Non Compliant - Teeter/Totter (Buck-A-Bout)

Part:

Entire unit

Reported By:

Bert Statum

Action:

Correct

Created On:

08/15/2024

Comments:

Priority:

72 inches is required for proper use zone around this component. Area to outside falls short. Recommend adding more surface material to correct this.



Proposal

Brightliew #2



Non Compliant - 3-Bay Swing

Part:

Entire unit Correct

Reported By: Created On:

Bert Statum 08/15/2024

Action: Priority:

Comments:

Insufficient safety surface to meet proper use zone behind swings. Proper use zones for swings are distance from top pivot point to surface times 2. Distance from pivot to surface is 100 inches so 200 inches

are required for proper use zone. Here only 175 inches are available.





Please Provide Brightview#3



Non Compliant - 3-Bay Swing

Part: Action: **Entire unit** Correct

Reported By: Created On:

Bert Statum 08/15/2024

Priority:

72 inches are required around outside of swing structure from pole to pole for 180 degrees. Here less than

Reported By

Created On:

36 inches are available. Recommend adding more surface material to correct this.



Proposal Bright View #4

Bert Statum

08/15/2024



Insufficient Surface Depth - EWF Surface

Part: Action: Priority:

Comments:

Other - See Comments

Add surface level

Surface is low in highly used areas. 9-12 inches of EWF is recommended. Spreading material from the

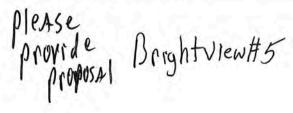
outside in or adding more material can correct this.













Rusted - Merry-go-round (vertical rotating)

Part:

Reported By:

Bert Statum

Action: Priority: Repair Created On: 08/15/2024

Comments:

All handrails on merry-go-round have

rusted.





Jeremy #3



Rusted - Free Standing Dual Slide

Handrail Reported By:

Created On:

Bert Statum 08/15/2024

Action: Priority:

Repair

Handrails/barriers are rusting at welded

sections.

Jeremy #4







Rusted - Free Standing Dual Slide

Other - See Comments

Action:

Replace

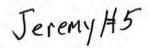
Priority: Comments: 3

Hardware that secures slide to deck has rusted. Washer is also missing allowing bolt/nut to pass through

Reported By:

Created On:





Bert Statum

08/15/2024



Rusted - 3-Bay Swing

Action:

Hardware Reported By:

Repair Created On:

Bert Statum 08/15/2024

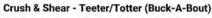
Priority:

Comments:

Swing clamp hardware has rusted

Jeremy #6





Part: Action: **Entire unit**

Repair

2

Priority: Comments:

Reported By: Created On:

Bert Statum

Jeremy

08/15/2024

Worn spring allows teeter/totter to contact the surface on both sides. This has potential to allow non user to become trapped or crushed underneath component. Recommend repairing as soon as possible.







order New Spring For teeter/Totter



Rusted - 3-Bay Swing

Part: Action:

3

Replace

Reported By: Created On:

Bert Statum 08/15/2024

Priority: Comments:

Chains on tot swings have extreme rust and should be replaced at earliest

convenience.







proposit replachami



Other (See Comments) - 3-Bay Swing

Part: Action:

Comments:

Hardware Repair

Reported By:

Bert Statum

Priority: 4

Created On:

08/15/2024

proposal replace sext Chains should hang freely in clevises, not binded by clevis

hardware.



Damaged - 3-Bay Swing

Part: Action: Priority:

Comments:

Seat

Replace

Reported By: Created On:

Bert Statum

08/15/2024

Dual swing tot seat is damaged. Exposed metal of tot swing structure has potential for minor injuries and should be replace as soon as possible.







proposal replace Seat



Non Compliant - Merry-go-round (vertical rotating)

Part: Action: Priority:

Comments:

Entire unit

Replace

Reported By:

Bert Statum

Created On: 08/15/2024

Merry-go-round does not have a speed limiter which limits how fast a merry-go-round can spin. The recommend speed is no more than 13 ft/sec. Since there is no limiter (braking mechanism) this component exceeds maximum speed creating potential for serious injuries. Recommend replacing with newer like component that meets industry standards.



Proposal For Speed Limiter IF Not proposal

Playground Guardian w.playgroundguardian.com

(877) 984 0418



Worn - Teeter/Totter (Buck-A-Bout)

Part

Spring Replace Reported By: Created On:

Bert Statum 08/15/2024

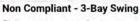
Action: Priority:

Spring is worn in component (see crush and shear

comment).







Part:

Reported By:

Bert Statum

Action: Priority: Correct

Created On:

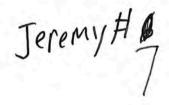
08/15/2024

Comments:

Tot seats should have a clearance of 24 inches between the play surface and bottom of the







Questions

LF Safety Inspection

1. Are warning labels and age appropriate signage present and legible? ASTM Section 14, CPSC 2.2.6



No signage - Merry-go-round (vertical rotating)

Part:

Entire unit

Reported By:

Bert Statum

Action:

Add New Labels

08/15/2024

Priority:

Created On:

Comments:

No age appropriate and no safety warning labels or signs posted.







Rizzetta & Co Fishhawk #2 Shell Ridge and Rolling Dunes Lithia, FL 33547

Inspector: Inspection Type: Completed On: # of Issues:

Bert Statum **CPSI Inspection** 08/15/2024 22

Inventory



Benches

Category: Site Type: Site Equipment: Bench Manufacturer: Unknown/None

Age Group: All



EWF Surfacing

Category: Surface Type: Loose fill Equipment: **EWF**

Manufacturer: Unknown/None

Age Group: All



Functionally Linked Play Structure - Spiral Slide

Category: Playground

Equipment

Climbing Equipment Type: Equipment: Composite structure

Manufacturer: GameTime Age Group: 5-12



Single Arch Tire Swing

Category: Playground Equipment Swings Type: Equipment: Tire Swing

Manufacturer: GameTime Age Group: 5-12



Three-Bay Swing structure

Category: Playground

Equipment Swings Type: Equipment: 3-leg swing Manufacturer: GameTime

Age Group: 5-12

Issues Summary



No signage - Single Arch Tire Swing

Part: Action: **Entire unit** Add New Labels Reported By Created On:

Bert Statum 08/15/2024

Priority: Comments:

No age appropriate and no safety warning labels or signs

posted.





No signage - Three-Bay Swing structure

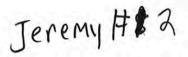
Part: Action: **Entire unit** Add New Labels Reported By: Created On:

Bert Statum 08/15/2024

Priority: Comments:

No age appropriate and no safety warning labels or signs

posted.



Jeremy H#1



Insufficient Surface Depth - EWF Surfacing

Other - See Comments

Add surface level

Action:

Priority:

Comments:

3

Surface is low throughout play area. Some areas have tree roots exposed. 9-12 inches of EWF surfacing is











Reported By:

Created On:



Bert Statum

08/15/2024



Please proposal

Brightview#



Worn - Single Arch Tire Swing

Coating

Reported By: Created On: Repair

Bert Statum 08/15/2024

Action: Priority: Comments:

Paint is worn on tire swing exposing bare

metal.









Jeremy #3



Rusted - Functionally Linked Play Structure - Spiral Slide

Part: Action: Handrail Repair

Reported By: Created On:

Bert Statum 08/15/2024

Priority: Comments:

Areas where rails have been welded are

rusting.

Jeremy #4











Rusted - Single Arch Tire Swing

Action:

Comments:

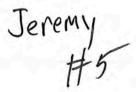
Legs Repair

Reported By: Created On:

Bert Statum 08/15/2024

Priority:

Paint has chipped here ropes are secured creating rusted





Rusted - Functionally Linked Play Structure - Spiral Slide

Part: Action: Metal deck climber

Reported By: Created On:

Bert Statum 08/15/2024

Priority:

Comments:

Hardware and metal base underneath step climber have

rusted.

Repair











Jeremy #6



Worn - Functionally Linked Play Structure - Spiral Slide

Paint Repair Reported By: Created On:

Bert Statum 08/15/2024

Action: Priority: Comments:

Paint is worn and chipped exposing bare

metal.









Jeremy #7



Entanglement - Three-Bay Swing structure

Part:

Action:

Hardware

Priority:

Correct

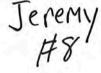
Comments:

Reported By: Created On:

Bert Statum 08/15/2024

Hex bolts on top of swing's top rail have potential for entanglement injuries. Smooth/rounded bolts should correct this.







Loose - Functionally Linked Play Structure - Spiral Slide

Action:

Handrail Tighten

Reported By: Created On:

Bert Statum 08/15/2024

Priority:

Comments:

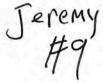
Rails supporting sliding pole ate loose at post

connection.











Loose - Functionally Linked Play Structure - Spiral Slide

Part: Action:

Tighten

Hardware Reported By: Created On:

Bert Statum 08/15/2024

Priority:

Comments:

Hardware that secures hand wheel is loose.

Jeremy #10





Missing - Functionally Linked Play Structure - Spiral Slide

Action: Priority: Hardware Replace

Reported By Created On:

Bert Statum 08/15/2024

Comments:

Protective cap is missing that covers hardware on





Part:

Priority:

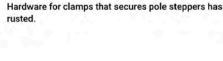
Action:

Hardware Reported By: Created On: Replace

Bert Statum

Comments:

08/15/2024



GAMETIME



Cut - Functionally Linked Play Structure - Spiral Slide

Part: Action: Plastic slide

Reported By:

Bert Statum

Priority:

Repair

Created On:

08/15/2024

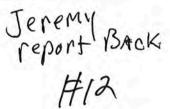
Comments:

Slide has a cut in the bedway. This has a potential to become a sharp point or edge if not

repaired.











Part:

Other - See Comments

Reported By:

Bert Statum 08/15/2024

Action: Priority: Repair

2

Comments:

Created On:

Chains that secure pole steppers are missing. This allows steppers to contact one another and. Stepper pole to contact deck creating a potential for crush injuries. Recommend repairing this as soon as possible.











Jeremy #13



Rusted - Three-Bay Swing structure

Part:

Hardware

Reported By: Created On:

Bert Statum 08/15/2024

Action: Priority: Comments:

Repair

Hardware securing tot swing to swing chain has







Jeremy #14



Worn - Single Arch Tire Swing

Action:

Priority: Comments: Rope No action Reported By:

Bert Statum

08/15/2024

Ropes on tire swing are showing slight signs of wear. Keep an eye out for additional

Created On:







Dangerous - Benches

Part:

Comments:

Other - See Comments

Reported By: Created On: **Bert Statum** 08/15/2024

Action: Priority:

Correct

2

Concrete footings underneath benches are exposed as well as hardware securing benches. This has potential for serious injuries like protrusions or head injuries if fallen upon. Recommend trimming hardware

to less than 2 threads and also adding surface material to sufficiently cover concrete footings.











Sharp edge - Single Arch Tire Swing

Part:

Hardware

Reported By: Created On:

Bert Statum

Action: Priority: Repair

08/15/2024

Comments:

Plastic grommet support rope for tire swing is misaligned and exposing a sharp

point.





Missing - Functionally Linked Play Structure - Spiral Slide

Action: Replace Reported By: Created On:

Bert Statum 08/15/2024

Priority:

Comments:

Chains are missing that secure pole steppers allowing steppers to swing

3











Non Compliant - Functionally Linked Play Structure - Spiral Slide

Deck

Add surface level

Reported By: Created On:

Bert Statum 08/15/2024

Comments:

Action:

Priority:

Transfer decks should be 11-18 inches above the play surface. First step to deck should be no higher than 8

Reported By:

Created On:





Please proposal Brightview #3



Trip hazard - EWF Surfacing

Part: Other - See Comments

Action:

Correct

Priority:

Comments:

Hose wrapped around tree above surfacing and in play area has potential for tripping

injury.



Check All Ballenger playgrounds For Frigation Drip Lines Be Removed.

Bert Statum

08/15/2024

Questions

LF Safety Inspection

1. Are warning labels and age appropriate signage present and legible? ASTM Section 14, CPSC 2.2.6 2 issues

Tab 6



Fax: 407-331-4720 www.playdrp.com

Parts for Fishhawk CDD - GT# 51821 14 (2015) PARTS ONLY

Rizzetta & Company, Inc. Ship to Zip 33625

Attn: Debby Wallace

Fishhawk CDD IV, 12750 Citrus Park Lane - Suite 115

Tampa, FL 33625 UNITED STATES

Phone: 813-933-5571 Ext. 8814 dbwallace@rizzetta.com

Quantity	Part#	Description	Unit Price	Amount
		See Saw Parts		
1	206216	GameTime - Spring Assy-Black	\$2,177.00	\$2,177.00
1	206757	GameTime - Hdw-See Saw	\$117.00	\$117.00
		Swings		
2	SS8696	GameTime - Encl Tot Seat 3 1/2"/8' High W/Clevis	\$516.00	\$1,032.00
1	5118SP	GameTime - Expression Swing Retro-Fit Package	\$459.00	\$459.00
		Whirl		
1	325	GameTime - Whirl W/ Mechanical Brake Custom - [Accent: (MT) Metallic] [Basic: (92) Yellow]	\$3,560.00	\$3,560.00
4	156079	GameTime - Molded Bolt Guard	\$3.48	\$13.92
			Sub Total	\$7,358.92
			Discount	(\$547.60)
			Freight	\$1,162.94
			Tax	\$533.68
			Total	\$8,507.94

This quote was prepared by Jennifer Cassidy, Customer Service.

For questions or to order please call - 800-432-0162 ext. 105 jenniferc@gametime.com

Payment Terms: Payment in Full with Order!

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.



GameTime c/o Dominica Recreation Products, Inc. P.O. Box 520700 Longwood, FL 32752-0700 800-432-0162 * 407-331-0101 Fax: 407-331-4720 08/28/2024 Quote # 106936-01-02

www.playdrp.com

Parts for Fishhawk CDD - GT# 51821 14 (2015) PARTS ONLY

Payment Terms: Credit Card Authorization. Please call and ask for the secure online link to pay by credit card. Note all credit card payments are subject to a 2.5% processing fee.

If you elect to pay by credit card, GameTime charges a 2.5% processing fee that is assessed on the amount of you payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

ORDER INFORMATION	
Bill To:	Ship To:
Contact:	Contact:
Address:	Address:
Address:	Address:
City, State, Zip:	City, State, Zip:
Tel: Fax:	Fax:
Acceptance of quotation:	
Accepted By (printed):	P.O. No:
Signature:	Date:
Title:	Phone:
E_Mail:	Purchase Amount: \$8 507 94

Tab 7



Proposal for Extra Work at Fishhawk Ranch IV CDD

Property Name Property Address Fishhawk Ranch IV CDD

6001 Village Center Drive

Lithia, FL 33547

Contact

Debby Bayne-Wallace

To

Fishhawk Ranch IV CDD

Billing Address CO Rizzetta & Co 12750 Citrus Park Ln

Tampa, FL 33625

Project Name

Rolling Dunes / Shell Ridge

Project Description

Playground Mulch

Scope of Work

QTY	UoM/Size	Material/Description
1.00	EACH	Go through and redistribute existing mulch throughout the playground.
10.00	YARD	Add (10) yards of Certified Playground Mulch

Other

Playground Mulch 4



Playground Mulch 5



For internal use only

 SO#
 8492646

 JOB#
 340501316

 Service Line
 130

Total Price

\$740.00

TERMS & CONDITIONS

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

15 Cancellation Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150 00 and billed to Customer.

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

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

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this. Contract if payment has not been received by Contractor per payment terms hereunder. Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer Interest at a per annum rate of 1.5% per month (1.8% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billion.

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 Title District Manager

Debby Bayne-Wallace

August 22, 2024

BrightView Landscape Societes, Inc. "Contractor"

Associate Acct Mgr Enhancement

Martin Padilla

August 22, 2024

Printed Name

Date

Job#: 3

340501316

SO #: 8492646

Proposed Price:

\$740.00



Proposal for Extra Work at Fishhawk Ranch IV CDD

Property Name Property Address Fishhawk Ranch IV CDD

6001 Village Center Drive

Lithia, FL 33547

Contact

Debby Bayne-Wallace

To

Fishhawk Ranch IV CDD

Billing Address CO Rizzetta & Co 12750 Citrus Park Ln

Tampa, FL 33625

Project Name

Caldera Ridge / Esker Falls

Project Description

Playground Mulch

Scope of Work

QTY	UoM/Size	Material/Description
1.00	EACH	Edge around the perimeter of the Playground to meet CPSI requirements. Remove all debris. Redistribute the existing mulch around the entire area.
14.00	ROLL	Add (14) yards of Certified Playground mulch.

Other

Playground Mulch 1



Playground Mulch 2





Proposal for Extra Work at Fishhawk Ranch IV CDD

Playground Mulch 3



Playground Area Perimeter 1



Playground Area Perimeter 2



Playground Area Perimeter 3



For Internal use only

 SO#
 8492576

 JOB#
 340501316

 Service Line
 130

Total Price

\$2,066.47

TERMS & CONDITIONS

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

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

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

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

Acceptance of this Contract

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

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

Customer

District Manager
Title

Debby Bayne-Wallace
Perted Name

Date

District Manager
August 22, 2024

Bright View Landscape Services, Inc. "Contractor"

Associate Acct Mgr Enhancement

Martin Padilla August 22, 2024
Proted Name Date

Job #: 340501316

SO #: 8492576 Proposed Price: \$2,066.47

Tab 8

CONTRACT FOR PROFESSIONAL DISTRICT MANAGEMENT SERVICES

DATE: October 1, 2024

BETWEEN: RIZZETTA & COMPANY, INC.

3434 Colwell Avenue

Suite 200

Tampa, Florida 33614

(Hereinafter referred to as "District Manager")

AND:

FISHHAWK RANCH COMMUNITY DEVELOPMENT DISTRICT IV

3434 Colwell Avenue

Suite 200

Tampa, Florida 33614

(Hereinafter referred to as "District," and together with District Manager,

the "Parties.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional district management services (hereinafter referred to as "Contract") is for District Manager to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes. A brief description of these services is provided below and a detailed description is provided in Exhibit A to this Contract.
 - **A. STANDARD ON-GOING SERVICES**. The District Manager shall provide the following Standard On-Going Services to the District pursuant to this Contract:
 - i. Management services include the conducting of one (1) three (3) hour board meeting per quarter, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
 - ii. Administrative services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda;



- **iii. Accounting** services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity. District Manager shall be identified as agent or custodian of the District's bank accounts with signatory authority.
- iv. Financial & Revenue Collection services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments
- **B. TIME FRAME.** The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.
- II. ADDITIONAL SERVICES. In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the District Manager. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, shall be considered additional services. Such additional services may include, but are not limited to:
 - Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
 - Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
 - Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
 - Electronic communications/e-blasts:
 - Special requests;
 - Amendment to District boundary:
 - Grant Applications;
 - Escrow Agent;
 - Continuing Disclosure/Representative/Agent;
 - Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
 - Public Records Requests that are extensive in nature, as defined by District's adopted Rules of Procedure.

If any additional services are required or requested, the District Manager shall provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The District Manager shall undertake the

- additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the District Manager.
- III. LITIGATION SUPPORT SERVICES. Upon the District's request, the District Manager shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the District Manager shall provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The District Manager shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the District Manager.
- IV. ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES. These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by District Manager for providing those services to the extent authorized by law and the District's Rules of Procedure.
- V. TERM. The District Manager's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The District Manager acknowledges that the prices of this Contract are firm and that the District Manager may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.
- VI. FEES AND EXPENSES; PAYMENT TERMS.

A. FEES AND EXPENSES.

i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in Exhibit B to this Contract, which is attached hereto and incorporated herein. The District shall pay the District Manager for the services provided under the terms of this Contract in accordance with the schedule of fees in Exhibit B. For purposes of the District Manager's compensation for services provided pursuant to this Contract, the District shall compensate the District Manager only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the District Manager shall invoice the District for the District Manager's services as soon as may be practicable in advance of each month and in the amounts set forth in Exhibit B. The fees for those services which are not being requested at the time this Contract is approved shall be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment for those services shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice. District shall establish and properly fund an account with such federally-insured bank to be designated for ACH withdrawal by District Manager to meet the District's obligations for all amounts owed to District Manager under this Contract.



- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in Contract terms.
- iii. In the event the District authorizes a change in the scope of services requested, District Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before District Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the District Manager or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in Exhibit B. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services shall be subject to reimbursement at cost. These expenses include but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

B. PAYMENT TERMS.

- i. Standard On-Going Services. Standard-On Going Services shall be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- **ii.** Additional Services. Additional Services shall either be billed monthly at the District Manager's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.
- iii. Litigation Support Services. Litigation Support Services shall be billed monthly on an hourly basis for the hours incurred at the District Manager's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- iv. Out-of-Pocket expenses. Out-of-Pocket expenses not included under the Standard-On Going Services of the District Manager shall be billed monthly as incurred.

All invoices shall be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

Rizzetta & Company

- VII. SUSPENSION OF SERVICES FOR NON-PAYMENT. Unless nonpayment is the fault of the District Manager, the District Manager shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay District Manager's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. District Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.
- **VIII. NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
- **IX. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the District Manager.

X. RESPONSIBILITIES.

- **A. DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the District Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.
- **B. LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, and to the extent consistent with Chapter 190.006, District Manager shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the District Manager. District Manager shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.
- **XI. TERMINATION.** This Contract may be terminated as follows:
 - **A.** By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the District Manager. Termination for "good cause" shall be effected by written notice to District Manager electronically at the address noted herein.
 - **B.** By the District Manager for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay District Manager for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for District Manager to undertake any action or implement a policy of the Board which District Manager deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written notice to District electronically at the address noted herein.
 - C. By the District Manager or District, for any reason, upon provision of a minimum of



- sixty (60) days written (electronic) notice of termination to the address noted herein.
- D. Upon any termination, District Manager shall be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. District Manager shall make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

XII. GENERAL TERMS AND CONDITIONS.

- **A.** All invoices are due and payable within forty-five (45) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- **B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- **C.** This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Hillsborough County, Florida.
- **D.** In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- **E.** The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the District Manager.
- **F.** The District Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The District Manager agrees to take steps to repair any damage resulting from the District Manager's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- **G.** Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XIII. INDEMNIFICATION.

A. DISTRICT INDEMNIFICATION. To the extent the District Manager or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold harmless the District Manager, its employees, officers, or agents from and against any and all liability, claims, actions, suits, demands, assessments or



judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that District Manager its employees, officers, or agents, may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness and/or willful misconduct of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District Manager may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

DISTRICT MANAGER INDEMNIFICATION. The District Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the District Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the District Manager has ceased to be engaged under this Contract.

The terms of this Section shall survive the termination of this Contract.

- **B. SOVEREIGN IMMUNITY**; **INDEMNIFICATION OBLIGATIONS**. Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- XIV. WAIVER OF DAMAGES. The District Manager, its employees, officers, or agents, shall not be liable for any acts or omissions of any previous manager(s) of the District. Additionally, the District Manager, its employees, officers or agents, shall not be liable, responsible, or accountable in damages or otherwise to the District for any acts performed by the District Manager, its employees, officers or agents, in good faith and within the scope of this Agreement. Further, the District Manager, its employees, officers, or agents, shall not be liable to the District or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the District or otherwise titled in the name of the District (collectively, "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the District which is delivered to the District Manager and deposited into any of the District Bank Accounts. The terms of this Section shall survive the termination of this Contract.



XV. INSURANCE.

- **A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- **B.** The District Manager shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
 - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - **ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - **iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
 - v. Comprehensive Automobile Liability Insurance for all vehicles used by the District Manager's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- **C.** Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees shall be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. District Manager shall furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D. The District agrees to list the District Manager as an additional insured party on its General Liability and Automobile Liability insurance policies to the extent the District Manager or its employees are serving as the District's employees, officers or agents pursuant to the terms, conditions and requirements of this Agreement, and to the extent the District's insurance provider shall issue an endorsement in substantially the form attached hereto as Exhibit E. The limits of coverage for additional insured parties pursuant to such endorsement shall not exceed the monetary limitations of liability provided in Section 768.28, Florida Statutes.
- **E.** If the District Manager fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the District Manager shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.



- **XVI. ASSIGNMENT.** Except as provided in this section, neither the District nor the District Manager may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the District Manager or the District without the prior written approval of the other party is void.
- XVII. COMPLIANCE WITH PUBLIC RECORDS LAWS. District Manager understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, District Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. District Manager acknowledges that District Manager is the designated public records custodian for the District("Public Records Custodian"). Among other requirements and to the extent applicable by law, the District Manager shall 1) keep and maintain public records required by the District to perform the service; 2) provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes and the District's Rules of Procedure, and in accordance with **Exhibit A**, which Rules of Procedure shall control; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the District Manager does not transfer the records to the new Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as Exhibit D; and 5) upon completion of the Contract, transfer to the District, at no cost, all public records in District Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the District Manager, the District Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE DISTRICT MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

XVIII. NOTICES. All notices, requests, consents and other communications under this Contract ("**Notices**") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Fishhawk Ranch Community IV

Development District

3434 Colwell Avenue, Suite 200

Tampa, FL 33614



With a copy to: Erin McCormick Law, PA

3314 Henderson Blvd, Suite 100D

Tampa, FL 33609 Attn: District Counsel

If to the District Manager: Rizzetta & Company, Inc.

3434 Colwell Avenue, Suite 200

Tampa, FL 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the District Manager may deliver Notice on behalf of the District and the District Manager, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- XIX. EFFECTIVE DATE. This Contract shall become effective upon execution by both the District and the District Manager and shall remain effective until terminated by either the District or the District Manager in accordance with the provisions of this Contract.
- **XX. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- **XXI. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the District Manager relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.
- **XXII. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the District Manager under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- **THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the District Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or

Rizzetta & Company

corporation other than the District and the District Manager any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the District Manager and their respective representatives, successors, and assigns.

- keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances in performing the services under this Contract. If the District Manager fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the District Manager or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXV. ARM'S LENGTH TRANSACTION. This Contract has been negotiated fully between the District and the District Manager as an arm's length transaction. The District and the District Manager participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language shall not be interpreted or construed against any party.
- **XXVI. COUNTERPARTS.** This Contract 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, but one and the same instrument.
- **XXVII.** E-VERIFICATION. Pursuant to Section 448.095(2), Florida Statutes,
 - **A.** Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and shall remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
 - **B.** If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District shall terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor shall immediately terminate its contract with the subcontractor.
 - **C.** If this Agreement is terminated in accordance with this section, then the Contractor shall be liable for any additional costs incurred by the District.



XXVIII. SAFE AND HEALTHY WORK ENVIRONMENT. District agrees to provide a safe and healthy work environment for all employees provided by the District Manager, If the District Manager, in the exercise of its reasonable discretion, determines that there are conditions within the District which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by residents, guests and invitees, the District Manager shall have the ability, notwithstanding anything to the contrary contained in this Contract, to prohibit its employees from going to the areas managed by the District to provide services or remove on-site employees upon written notice to the District. During the period of time that employees have been removed, District Manager shall have no responsibility for performance of services under this Contract that would be performed by onsite employees or by employees prohibited from going to the areas managed by the District. Further, District Manager shall not be liable to the District or residents, guests and invitees for any injury, losses, costs, penalties, fines, fees, suits, demands, causes of action, judgments, obligations, claims or expenses incurred, sustained, arising out of and/or related to the District Manager's inability and/or failure to perform any of its duties and obligations under this Contract during the period of time when the District Manager's on-site employees have been removed or other employees have been prohibited from going to areas managed by the District.

XXVIV. FORCE MAJEURE. The Parties hereto shall be excused from the obligation to perform pursuant to the terms of this Contract to the extent that such party's performance is prevented due to any delay, or stoppage due to strikes, lockouts, labor disputes, labor shortages, acts of war, terrorism, terrorist activities, pandemic, epidemic, banking or financial institution closures, inability to obtain services from third parties, governmental actions, civil commotions, fire, flood, hurricane, earthquake, or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "Force Majeure"), except with respect to amounts to be paid by the District for services actually provided by District Manager pursuant to this Contract during a Force Majeure. Notwithstanding anything to the contrary contained in this Contract, a Force Majeure shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Contract specifies a time period for performance of an obligation of either party (other than payment to the District Manager by District for services actually provided during a Force Majeure unless there is an event causing banking or financial institution closures), that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. The foregoing shall not be interpreted as extending the term or renewal term of this Contract.

XXVV. DISLCOSURE. Rizzetta & Company, Inc. is an affiliate of FirstService Residential Florida, Inc.

(Remainder of this page is left blank intentionally)



Therefore, the District Manager and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:			
	RIZZETTA & COMPANY, INC.		
	BY:		
	PRINTED NAME:	William J. Rizzetta	
	TITLE:	President	
	DATE:		
	FISHHAWK RANCH COMMUNITY DEVELOPMENT DISTRICT IV		
	BY:		
	PRINTED NAME:		
	TITLE:	Chairman/Vice Chairman	
	DATE:		

Exhibit A – Scope of Services Exhibit B – Schedule of Fees

Exhibit C – Municipal Advisor Disclaimer Exhibit D – Public Records Request Policy

Exhibit E - Human Trafficking Affidavit



EXHIBIT A

Scope of Services

STANDARD ON-GOING SERVICES: These services shall be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

MANAGEMENT:

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
 - 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
 - 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
 - 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
 - 4. Provide Form 1 Financial Disclosure documents for Board Members
 - 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
 - 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
 - 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
 - 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
 - Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
 - 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
 - 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
 - a. Provide written notice to owners of public hearing on the budget and its related assessments.
 - 12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
 - 13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
 - 14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.



- 15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
- 16. Provide for submitting the regular meeting schedule of the Board to County.
- 17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
- 18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
- 19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
- 20. Provide for public records announcement and file document of registered voter data each June.
- 21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
- 22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
- 23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
 - a. Provide for the appropriate ad templates and language for each of the above.
- 24. Provide for instruction to Landowners on the Election Process and forms, etc.
- 25. Respond to Bond Holders Requests for Information.
- 26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

ADMINISTRATIVE:

A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.



- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
 - 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

ACCOUNTING:

A. Financial Statements

- 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - a) Chart of Accounts
 - b) Vendor and Customer Master File
 - c) Report creation and set-up.
- 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - a) Cash Investment Account Reconciliations per fund
 - b) Balance Sheet Reconciliations per fund
 - c) Expense Variance Analysis
- 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
- 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
- 5. Manage banking relations with the District's Depository and Trustee.
- 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
- 7. Account for assets constructed by or donated to the District for maintenance.
- 8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- 9. Provide Audit support to auditors for the required Annual Audit, as follows:
 - a) Review statutory and bond indenture requirements
 - b) Prepare Audit Confirmation Letters for independent verification of activities.



- c) Prepare all supporting accounting reports and documents as requested by the auditors
- d) Respond to auditor questions
- e) Review and edit draft report
- f) Prepare year-end adjusting journal entries as required
- 10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
- 11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

- Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
- 2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
- 3. Prepare and cause to be published notices of all budget hearings and workshops.
- 4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

C. Accounts Payable/Receivable

- 1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
 - a) Manage Vendor Information per W-9 reports
- 2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
- 3. Maintain checking accounts with qualified public depository including:
 - Reconciliation to reported bank statements for all accounts and funds.
- 4. Prepare year-end 1099 Forms for Vendor payments as applicable.
 - a) File reports with IRS.

D. Capital Program Administration

- 1. Maintain proper capital fund and project fund accounting procedures and records.
- 2. Process Construction requisitions including:
 - a) Vendor Contract completion status
 - b) Verify Change Orders for materials
 - c) Check for duplicate submittals



- d) Verify allowable expenses per Bond Indenture Agreements such as:
 - (1) Contract Assignment
 - (2) Acquisition Agreement
 - (3) Project Construction and Completion Agreement
- 3. Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
- Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
- 5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.

E. Purchasing

- Assist in selection of vendors as needed for services, goods, supplies, materials.
 Obtain pricing proposals as needed and in accordance with District rules and state law.
- 2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
- 3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.

F. Risk Management

- 1. Prepare and follow risk management policies and procedures.
- Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
- 3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
- 4. Review insurance policies and coverage amounts of District vendors.
- 5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
- 6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

FINANCIAL AND REVENUE COLLECTION:

- A. Administer Prepayment Collection:
 - 1. Provide payoff information and pre-payment amounts as requested by property owners.
 - 2. Monitor, collect and maintain records of prepayment of assessments.



- 3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
- 4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.

B. Administer Assessment Roll Process:

- 1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
- 2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
- 3. Verify assessments on platted lots, commercial properties or other assessable lands.
- 4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
- 5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.
- C. Administer Assessments for Off Tax Roll parcels/lots:
 - 1. Maintain and update current list of owners of property not assessed via the tax roll.
 - 2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
 - 3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.

D. True-Up Analysis:

- 1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
- 2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

ADDITIONAL SERVICES:

A. Meetings

1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

B. Financial Reports

- 1. Modifications and Certification of Special Assessment Allocation Report:
- 2. True-Up Analysis:
 - a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
 - Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;



C. Bond Issuance Services

- 1. Special Assessment Allocation Report;
 - a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
 - b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
 - c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments

2. Bond Validation;

- a) Coordinate the preparation of a Bond Validation Report which states the "Not-to-exceed" par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
- b) Provide expert testimony at bond validation hearing in circuit court.
- Certifications and Closing Documents;
 - a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.
- D. Electronic communications/e-blasts:
- E. Special requests;
- F. Amendment to District boundary;
- G. Grant Applications;
- H. Escrow Agent;
- Continuing Disclosure/Representative/Agent;
- J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.
- K. Public Records Requests Refer to **Exhibit D** of this Contract for responsibilities;

LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

- A. Issue estoppel letters as needed for property transfers
 - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
 - 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
 - 1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
 - 2. Maintain collection log showing all parcels that have pre-paid assessments.
 - 3. Prepare, execute and issue release of lien to be recorded in public records.



EXHIBIT BSchedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services shall be billed monthly pursuant to the following schedule:

	MONTHLY	ANNUAL
Management:	\$1,771.17	\$21,254
Administrative:	\$ 421.75	\$ 5,061
Accounting:	\$1,687.17	\$20,246
Financial & Revenue Collections: Assessment Roll (1):	\$ 337.42	\$ 4,049 \$ 5,624
Total Standard On-Going Services:	\$4,217.51	\$56,234

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed.

ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings Additional Meetings (includes meeting prep,	Hourly	\$ 175
attendance and drafting of minutes) Estoppel Requests (billed to requestor):	Hourly	\$ 175
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests &		
Long Term Bond Debt Partial Payoff Requests	_	
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests shall be billed hourly to the District pursuant to the current hourly rates shown below:

HOURLY RATE:
\$ 52.00
\$ 40.00
\$ 28.00
\$ 21.00



LITIGATION SUPPORT SERVICES:

Litigation Support Services shall be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
President	\$ 300.00
Chief Financial Officer	\$ 250.00
Vice President	\$ 225.00
Regional District Manager	\$ 200.00
Accounting Manager	\$ 200.00
Finance Manager	\$ 200.00
District Manager	\$ 175.00
Amenity Services Manager	\$ 175.00
Clubhouse Manager	\$ 150.00
Field Services Manager/Landscape Specialist	\$ 150.00
Senior Accountant	\$ 150.00
Staff Accountant	\$ 100.00
Financial Associate	\$ 100.00
Administrative Assistant	\$ 85.00
Accounting Clerk	\$ 85.00

EXHIBIT C

Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.

EXHIBIT D

Public Records Request Policy and Fees

Public Officer, Employee and Staff Policy for Processing Requests for Public Records

Policy Generally:

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, "District Persons") respond to public records requests within the organization. Chapter 119, F.S., and the District's Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that shall be utilized in preparing responses to public record requests.

Requests for District Records:

- 1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
- 2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
- 3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons shall be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
- 4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District's Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian shall then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District's Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.
- 5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the

Rizzetta & Company

Agreement.

- 6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.
- 7. Florida's public records law does not require the District to answer questions regarding the records produced.

Processing Responsive Records:

- After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party shall be charged according to the District's adopted fee schedule.
- 2. Records are only required to be produced in the format(s) in which they exist.
- 3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.
- 4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.
- The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.
- 6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.



EXHIBIT E

Nongovernmental Entity Human Trafficking Affidavit Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of Rizzetta & Company, Incorporated and attest that Rizzetta & Company, Incorporated does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

FURTHER AFFIANT SAYETH NOT.

Rizzetta & Company, Incorporated, a Florida Corporation

By: _____ Name: William J. Rizzetta

Title: President



Tab 9

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 **Wednesday**, **August 1**, **2024**, **at 10:03 a.m.** at the Lake House of FishHawk Ranch West, located at 6001 Village Center Drive, Lithia, Florida 33547.

Present and constituting a quorum were:

Daniel Rothrock

Jeffrey Stewart

Scott Sheffield

Board Supervisor, Vice-Chairman

Board Supervisor, Assistant Secretary

Board Supervisor, Assistant Secretary

Adam Brygidyr Board Supervisor, Assistant Secretary (via phone –

left meeting at 11:28 a.m.)

Also present were:

Wesley Elias District Manager; Rizzetta & Company, Inc. Erin McCormick District Counsel; Erin McCormick Law

Stephen Brletic **District Engineer, BDI** Joined the meeting at 10:33)

John Fowler FSM, Rizzetta & Company, Inc.
Martin Padilla Representative, BrightView

Paul Vina Representative, Ballenger Irrigation

Fred Wardine Eminent Domain Attorney

Audience Present

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Elias called the meeting to order and read roll call, confirming a quorum.

SECOND ORDER OF BUSINESS

Audience Comments

Michelle Silas expressed concerns with the landscaping not being kept up, pressure washing that hasn't been completed, and the need to follow-up on the signs.

Ms. McCormick introduced Mr. Wardine, stating that she invited him to the meeting to discuss engaging him to address the Tampa Bay Water eminent domain issue. A brief discussion was held.

On a Motion by Mr. Stewart, seconded by Mr. Rothrock, with all in favor, the Board of Supervisors approved the engagement agreement with Fred Wardine to serve as an eminent domain attorney, for the FishHawk Community Development District IV.

THIRD ORDER OF BUSINESS

Consideration of Minutes of Board of Supervisors' Regular Meeting Held July 10, 2024

Mr. Elias presented the minutes of the Board of Supervisors' meeting held on July 10, 2024, to the Board. There were no questions on the minutes.

On a Motion by Mr. Stewart, seconded by Mr. Sheffield, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors regular meeting held on July 10, 2024, as presented, for the FishHawk Community Development District IV.

FOURTH ORDER OF BUSINESS

Ratification of Operations & Maintenance Expenditures for June 2024

Mr. Elias presented the June 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 June 2024 (\$137,101.87), for the FishHawk Community Development District IV.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Landscape Inspection Services Report

Mr. Fowler reviewed the landscape services report, noting areas of particular concern. A brief discussion ensued.

On a Motion by Mr. Rothrock, seconded by Mr. Brygidyr, with all in favor, the Board of Supervisors directed Staff to initiate an RFP process for landscaping Services, for the FishHawk Community Development District IV.

B. Landscape Report

Mr. Padilla presented his report to the Board and presented 3 proposals.

FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV August 1, 2024 - Minutes of Meeting Page 3

On a Motion by Mr. Rothrock, seconded by Mr. Sheffield, with all in favor, the Board of Supervisors approved 3 Brightview proposals (Sparrow Way - \$100.12, Natures Reserve - \$403.49, and annual flower rotation - \$5144.64), for the FishHawk Community Development District IV.

1. Consideration of Landscape Addendum #40

On a Motion by Mr. Rothrock, seconded by Mr. Stewart, with all in favor, the Board of Supervisors approved landscape addendum #40 totaling \$1,519.78 for the renovations at 6014 Shell Ridge, for the FishHawk Community Development District IV.

C. Irrigation Services Report

The Board reviewed the irrigation service report.

D. Aquatic Services Report

The Board reviewed the aquatic report.

E. District Counsel

Ms. McCormick provided updates on the Gopher Tortoise project and the ongoing remediation.

F. District Engineer

Mr. Brletic led discussion regarding the pond behind Encore and the possibility that it might require reaching out to SWFWMD.

On a Motion by Mr. Stewart, seconded by Mr. Rothrock, with all in favor, the Board of Supervisors authorized the Chairman to sign a request to SWFWMD, if needed, for the FishHawk Community Development District IV.

G. HOA Property Manager

Not present.

H. District Manager

Mr. Elias reviewed his report with the Board and reminded them that the next meeting is scheduled for September 5, 2024, at 10:00 a.m.

Mr. Elias presented a proposal from Superior Pavers to address the broken pavers at the intersection of Circa FishHawk Blvd. and FishHawk Blvd.

FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV August 1, 2024 - Minutes of Meeting Page 4

On a Motion by Mr. Rothrock, seconded by Mr. Stewart, with all in favor, the Board of Supervisors approved option A of the proposal from Superior Pavers at a cost of \$2,295.00, for the FishHawk Community Development District IV.

SIXTH ORDER OF BUSINESS

Discussion of HB7013- District Goals and Objectives

Mr. Elias reviewed the Rizzetta memo pertaining to HB7013 that was recently passed by the state legislature. A brief discussion was held regarding the proposed goals and objectives.

On a Motion by Mr. Sheffield, seconded by Mr. Rothrock, with all in favor, the Board of Supervisors set the financial goal of establishing an investment strategy for the district, and an operational goal of promoting efficient communication to ensure timely resolution of maintenance concerns (Board and residents to contact management outside of a meeting to report maintenance issues rather than waiting to address during a meeting), for the FishHawk Community Development District IV.

Assistant Secretary

Discussion Regarding Pond Behind Encore (Pond200)

Addressed earlier in the meeting.

Supervisor Comments

Supervisor Comments

Adjournment

Assistant Secretary

Discussion Regarding Pond Behind Encore (Pond200)

Addressed earlier in the meeting.

Supervisor Comments

Supervisor Comments

Adjournment

Adjournment

Adjournment

Chair / Vice Chair

FISHHAWK IV COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Riverview, Florida</u> MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures July 2024 For Board Approval

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

The total items being presented:	\$89,002
Approval of Expenditures:	
Chairperson	
Vice Chairperson	
Assistant Secretary	

Fishhawk IV Community Development District

Paid Operation & Maintenance Expenditures July 1, 2024 Through July 31, 2024

Vendor Name	Check Number	Invoice Number	Description	Invoice Amount
Adam Brygidyr	100173	AB071024	Board of Supervisors Meeting 07/10/24	\$200.00
Ballenger Landcare, LLC	100158	24401	Irrigation Repair 06/24	\$1,400.00
Ballenger Landcare, LLC	100165	24450	Irrigation Repair 07/24	\$900.00
Ballenger Landcare, LLC	100174	24414	Irrigation Repair 06/24	\$1,700.00
BrightView Landscape	100159	8954098	Fertilization & Pest Control 04/24	\$9,964.45
Services, Inc. BrightView Landscape	100160	8954105	Fertilization & Pest Control 05/24	\$8,564.45
Services, Inc. BrightView Landscape	100166	8954798	Remove Dead Palm Tree 06/24	\$1,000.00
Services, Inc. BrightView Landscape	100166	8980311	Cut Down Dead Sable Palm / Remove	\$333.72
Services, Inc. BrightView Landscape	100175	8975228	All Debris 06/24 Palm OTC Injections 06/24	\$1,200.00
Services, Inc. Brletic Dvorak, Inc.	100167	1539	Engineering Services 06/24	\$500.00
Daniel Gray Rothrock	100162	DR040424	Board of Supervisors Meeting 04/04/24	\$200.00
Dayna J. Kennington	100177	DK071024	Board of Supervisors Meeting 07/10/24	\$200.00
Erin McCormick Law, P.A.	100161	10751	Legal Services 05/24	\$1,513.00
Erin McCormick Law, P.A.	100163	10750	Legal Services 05/24	\$5,599.48

Fishhawk IV Community Development District

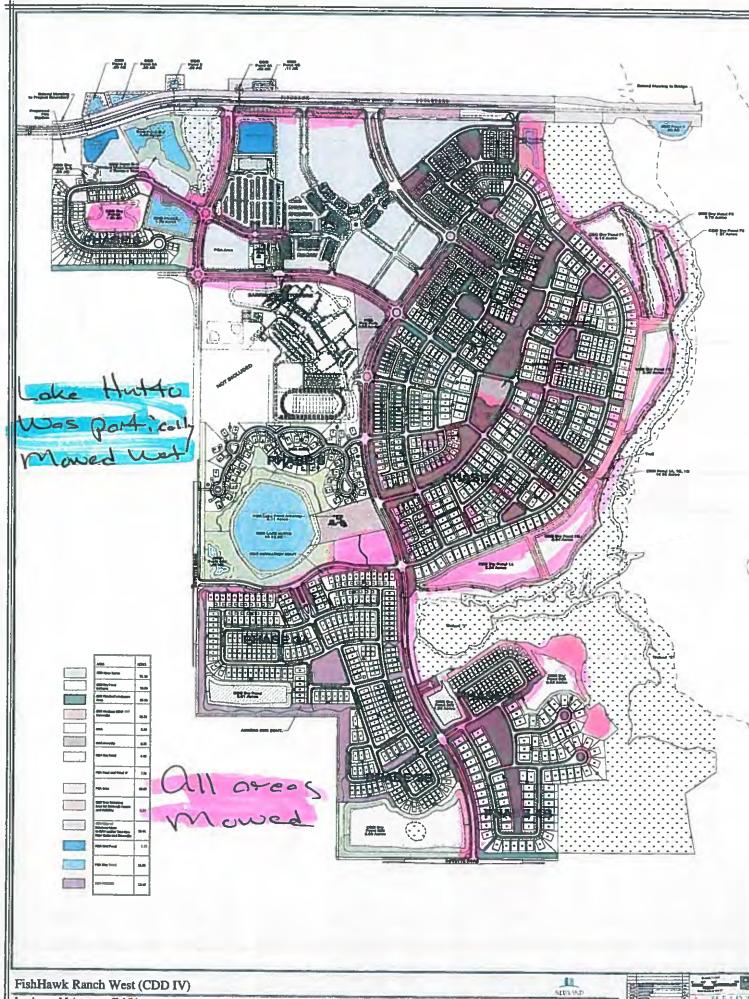
Paid Operation & Maintenance Expenditures July 1, 2024 Through July 31, 2024

Vendor Name	Check Number	Invoice Number	Description	Invoice Amount
Erin McCormick Law, P.A.	100168	10763	Legal Services 06/24	\$5,622.14
Hillsborough County BOCC	20240724	1416996147 Autopay 06/24	14223 Lambert Bridge 06/24	\$435.68
Jayman Enterprises, LLC	100169	3272	Replaced Sign at Watercolor 07/24	\$225.00
Jeffrey Stewart	100178	JS071024	Board of Supervisors Meeting 07/10/24	\$200.00
Poop 911	100170	8919342	11 Doggie Stations & 10 Trashcans 06/24	\$702.00
Rizzetta & Company, Inc.	100157	INV0000091107	District Management Services 07/24	\$4,930.67
Scott C Sheffield	100156	SS060624	Board of Supervisors Meeting 06/06/24	\$200.00
Scott C Sheffield	100179	SS071024	Board of Supervisors Meeting 07/10/24	\$200.00
Sitex Aquatics, LLC	100171	8748-B	Monthly Lake Maintenance 07/24	\$1,350.00
TECO	20240716	211017320014 06/24 Autopay	Village Center Dr PH2 06/24	\$12,149.53
TECO	20240723	321000017145 06/24 Autopay	Electric Summary 06/24	\$28,543.12
TECO	20240719-1	211009776033 06/24 Autopay	5601 Balcony Bridge Pl 06/24	\$182.90
TECO	20240719-2	211009775761 06/24 Autopay	13773 Fishhawk Blvd 06/24	\$32.56
Times Publishing Company	100172	348248	Legal Advertising 06/24	\$954.00

Total Report <u>\$ 89,002.70</u>

BrightView
Landscape Services, INC.
BrightView NDSCAPE MANAGEMENT REPORT

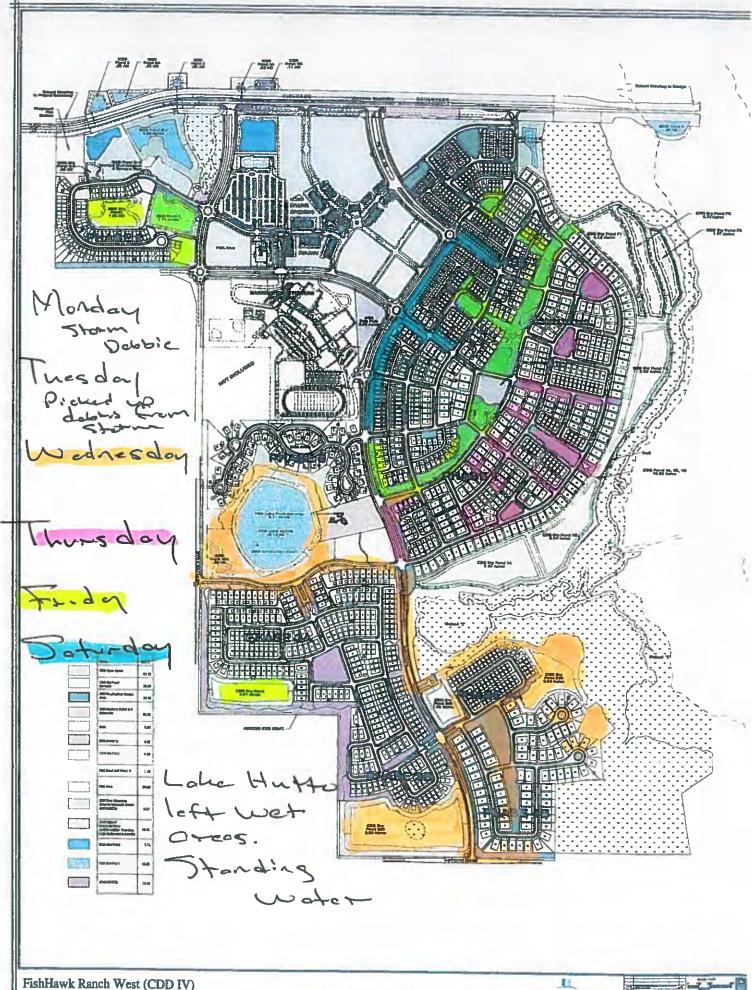
Client: FISHHAWK IV Date: Aust 16.2024
LAWN MAINTENANCE SERVICES FOR THIS WEEK:
MOW EDGE WEEDEAT All Turf Pavement Selected Areas Plant Beds DEBRIS REMOVAL BLOW OFF/VACUUM BLOW OFF PICKED TRASH
HORTICULTURAL SERVICES FOR THIS WEEK:
Deadwood Property. Deadwood Property.
Herbicide Flowerbeds through out
FERTILIZE Seasonal Seasonal Spot Spot Spot Seasonal Spot Spot Seasonal Spot S
PEST CONIROL Fungicide Herbicide Insecticide Applied Tongic de throughout grapes Applied in Secticide throughout grapes
emailed paul on Eluvers boils installed
NEXT WEEK'S PLANS/COMMENTS EVERY POND MOWED AND WEEDEATED A Ough Out 3000000000000000000000000000000000000
YOUR LANDSCAPE MANAGER



BrightView tandscape Services, INC.

LANDSCAPE MANAGEMENT REPORT

Client:	Fishhawk IV			Date:	8/5/2024	
LAWN	MAINTENANCE S	ERVICES FO	R THIS WEEK:			
MOW BLOW OF	All Turf Selected Areas F/VACUUM	EDGE	Pavement Plant Beds FF	DEBRIS RE	MOVAL PICKED TRASH	l I
HORTIC	CULTURAL SERVI	CES FOR THI	S WEEK:			
PRUNE	Shape Deadwood SHEAR Prunin	ng shrubs on pri	operty			
WEED	Herbicide Crew On	Site Spraying A	II Flowerbeds And	Sidewalks		
FERTILIZE	Seasonal Spot		<u> </u>			
PEST COM	Fungicide Herbicide Insecticide					
IRRIGATIO	ON ADVISORY					
Mow Are	EK'S PLANS/COMMEI as That Were Wet Fro ue Spraying.		orm Then Start Mo	wing Cycle, Prunin	g Crew To Continu	e Pruning Herbicide
					JESUS LONGORIA YOUR LANDSCAPE	MANAGER



FishHawk Ranch West (CDD IV)

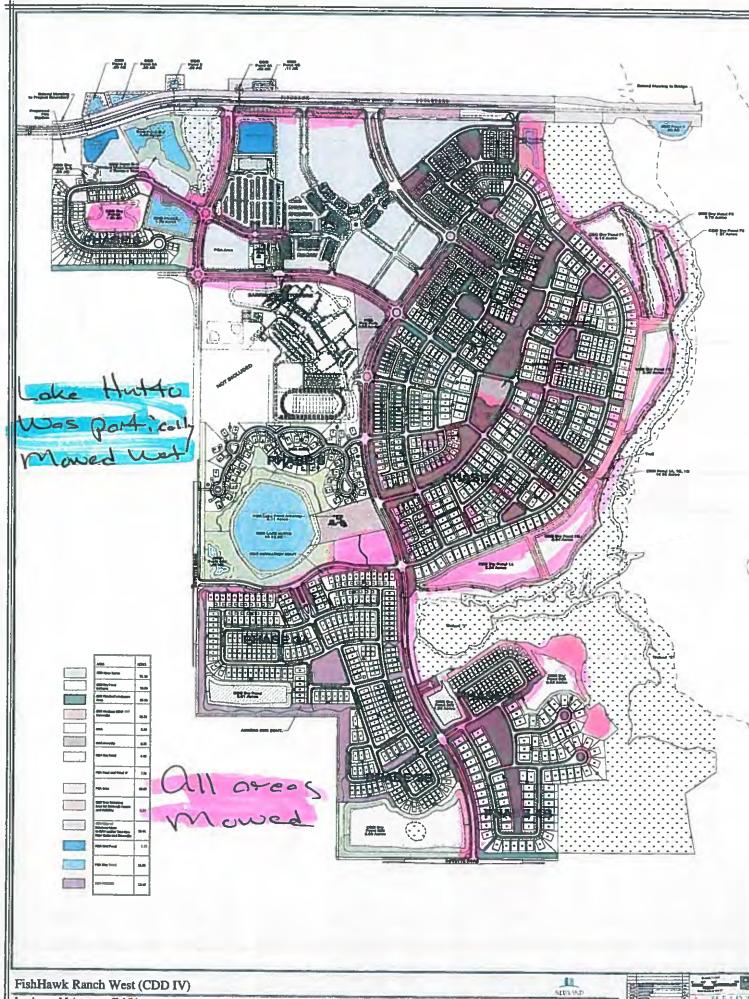
Landscape Maintenance Exhibit





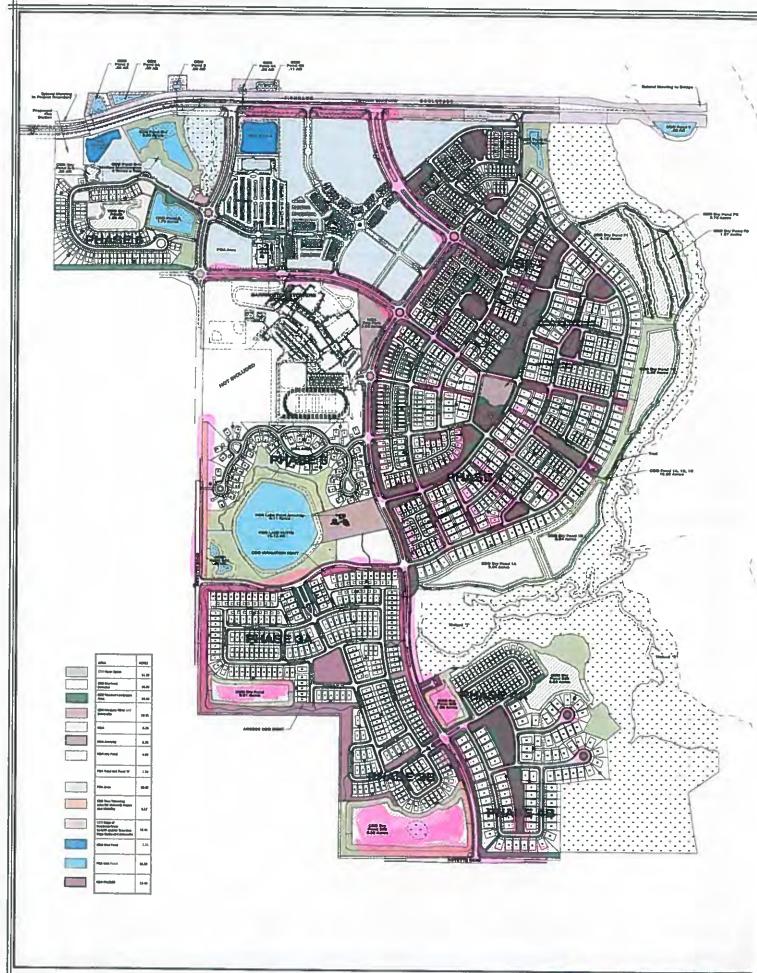
BrightView
Landscape Services, INC.
BrightView NDSCAPE MANAGEMENT REPORT

Client: FISHHAWK IV Date: Aust 16.2024
LAWN MAINTENANCE SERVICES FOR THIS WEEK:
MOW EDGE WEEDEAT All Turf Pavement Selected Areas Plant Beds DEBRIS REMOVAL BLOW OFF/VACUUM BLOW OFF PICKED TRASH
HORTICULTURAL SERVICES FOR THIS WEEK:
Deadwood Property. Deadwood Property.
Herbicide Flowerbeds through out
FERTILIZE Seasonal Seasonal Spot Spot Spot Seasonal Spot Spot Seasonal Spot S
PEST CONIROL Fungicide Herbicide Insecticide Applied Tongic de throughout grapes Applied in Secticide throughout grapes
emailed paul on Eluvers boils installed
NEXT WEEK'S PLANS/COMMENTS EVERY POND MOWED AND WEEDEATED A Ough Out 3000000000000000000000000000000000000
YOUR LANDSCAPE MANAGER



BrightView

BrightView ENDSCAPE MANAGEMENT REPORT LAWN MAINTENANCE SERVICES FOR THIS WEEK: MOW EDGE WEEDEAT All Turf **Pavement** Selected Areas DEBRIS REMOVAL Plant Beds **BLOW OFF/VACUUM BLOW OFF** PICKED TRASH HORTICULTURAL SERVICES FOR THIS WEEK: 밈 WEED **FERTILIZE PEST CONTROL** impres Bland Fungicide Herbicide **IRRIGATION ADVISORY NEXT WEEK'S PLANS/COMMENTS EVERY POND MOWED AND WEEDEATED** YOUR LANDSCAPE MANAGER



ADDENDUM #42 AUTHRORIZING ADDITIONAL WORK PURSUANT TO LANDSCAPE MAINTENANCE AGREEMENT BETWEEN BRIGHTVIEW LANDSCAPE SERVICES, INC. AND FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV

Description of Work and Proposal Date: Playground Mulch, 8/22/2024 \$740.00 (Rolling Dunes/Shell Ridge) Playground Mulch \$2,066,47 (Caldera Ridge/Esker Falls)

THIS ADDENDUM is made and entered into this 5th day of September 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 42^{nd} 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		
	By:		
(Signature of Witness)	Its:		
	Date:		
(Print Name of Witness)			

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

Playground Mulch, 8/22/2024 \$740.00 (Rolling Dunes/Shell Ridge) Playground Mulch \$2,066,47 (Caldera Ridge/Esker Falls)

BrightView shall not be liable for any warranty damage that occurs from acts of God defined as extreme weather conditions, hurricanes, tropical storms, fire, frost, drought, etc. and rules regulations or restrictions imposed by any government or governmental agency.

Including irrigation prolonged outages.



Enhancing landscape with water-conscious techniques

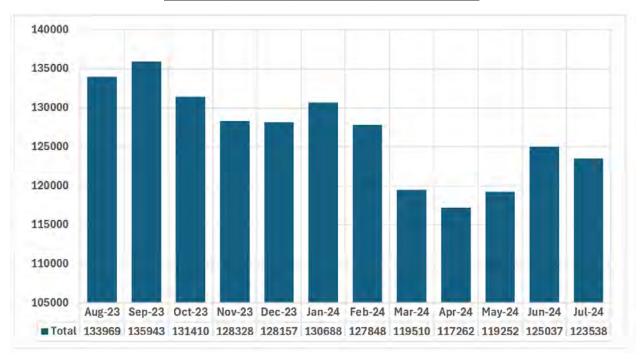
PUMPAGE REPORT - 08/2023 to 07/2024

Project Name: FishHawk Ranch West

Permit#: 3745

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

Month	Pumped	Permitted	Percentage
Year	GPD	GPD	Overpumped
Aug-23	133,969	119,700	11%
Sep-23	135,943	119,700	13%
Oct-23	131,410	119,700	9%
Nov-23	128,328	119,700	7%
Dec-23	128,157	119,700	7%
Jan-24	130,688	119,700	9%
Feb-24	127,848	119,700	6%
Mar-24	119,510	119,700	0%
Apr-24	117,262	119,700	0%
May-24	119,252	119,700	0%
Jun-24	125,037	119,700	4%
Jul-24	123,538	119,700	3%





MONTHLY REPORT

AUGUST, 2024





Prepared for: Debby Bayne Wallace

Prepared By: Devon Craig

SUMMARY:

The rain is still welcomed. After two years in a row of spring and summer droughts the rain is very helpful in the health of the ponds. Residents should always remember that grass clipping should not be shot into the pond and fertilizer shouldn't be applied with in 10 foot of the shoreline. These little things will reduce ugly algae blooms tremendously.



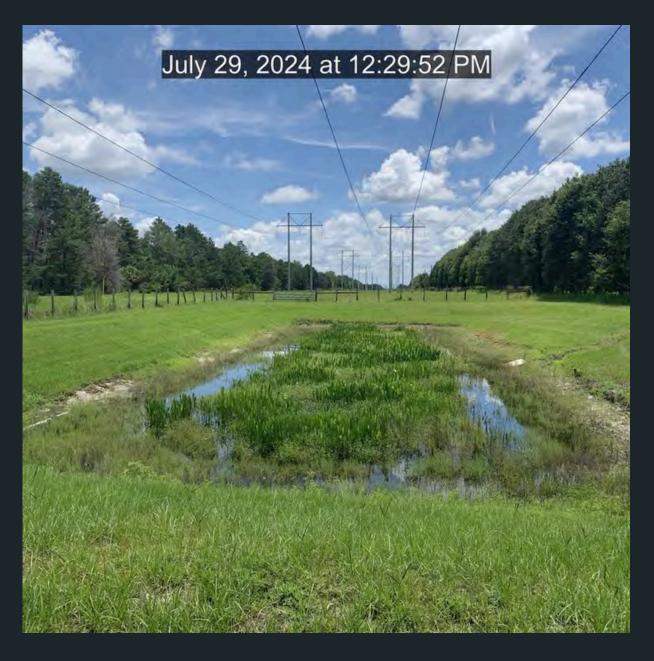




Pond #2 Treated for Algae and Shoreline vegetation.

Pond #3 Treated for Shoreline Vegetation.

Pond #4A Treated for Shoreline Vegetation.







Pond #4B Treated for Shoreline Vegetation.

Pond #C Treated for Algae and Shoreline vegetation.

Pond #D1 Treated For Algae and Shoreline Vegetation.



Pond #3 Treated for Algae and Shoreline Vegetation.



Pond #400 Treated for Algae and Shoreline Vegetation.