

South Fork Community Development District

Board of Supervisors

- | | |
|---|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Richard Waldron, Chairperson <input type="checkbox"/> Kelly Barr, Vice Chairperson <input type="checkbox"/> Jason Amato, Assistant Secretary <input type="checkbox"/> David Lowrie, Assistant Secretary <input type="checkbox"/> Nick Bozzuto, Assistant Secretary | <ul style="list-style-type: none"> <input type="checkbox"/> Mark Vega, District Manager <input type="checkbox"/> John Vericker, District Counsel <input type="checkbox"/> Robert Dvorak, District Engineer <input type="checkbox"/> Alba Sanchez, Field Manager |
|---|---|

Regular Meeting Agenda

Tuesday, March 9, 2021 – 6:30 p.m.

Workshop

Tuesday, March 9, 2021 – 7:15 p.m.

RESIDENTS AND AUDIENCE MEMBERS MUST ATTEND VIA ZOOM –
NO PHYSICAL ATTENDANCE PERMITTED

Meeting URL: <https://us02web.zoom.us/j/82258690030?pwd=eXR1Sk1nODNGUldpdW1YTnhhQjhrQT09>

Meeting ID: 822 5869 0030

Passcode: 123456

Call in number: (929) 436-2866

1. Roll Call
2. Audience Comments
3. Consent Agenda
 - A. Approval of the Minutes of the February 9, 2021 Meeting ...Page 4
 - B. Acceptance of Financial Statements.....Page 7
 - C. Acceptance of AFR Fiscal Year 2020.....Page 15
4. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager
 - i. Discussion of Aquatics Management Proposals.....Page 22
 - D. Field Manager
5. Supervisors' Requests
6. Adjournment

Next Meeting April 13, 2021

District Office

2654 Cypress Ridge Boulevard, Suite 101
 Wesley Chapel, Florida
 813-991-1116

Third Order of Business

3A.

**MINUTES OF MEETING
SOUTH FORK
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the South Fork Community Development District was held on Tuesday, February 9, 2021 at 7:15 p.m. the Board was in person at the South Fork HOA II pool house, with residents attending via Zoom, Meeting ID 822 5869 0030, Meeting URL: <https://us02web.zoom.us/j/82258690030>, Call in number: (929) 436-2866.

Present and constituting a quorum were:

Richard Waldron	Chairperson
Kelly Barr	Vice Chairperson
Jason Amato	Assistant Secretary (Via Zoom)
Nick Bozzuto	Assistant Secretary
David Lowrie	Assistant Secretary

Also present were:

Mark Vega	District Manager
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The following is a summary of the discussions and actions taken at the February 9, 2021 South Fork Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Vega called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments on the Agenda Items

None.

THIRD ORDER OF BUSINESS

Consent Agenda

- A. Approval of the Minutes of the January 12, 2021 Meeting**
- B. Acceptance of Financial Statements**
- C. Acceptance of E-Verify**

On MOTION by Ms. Barr seconded by Mr. Bozzuto with all in favor the Consent Agenda with E-Verify was approved, 5-0.

FOURTH ORDER OF BUSINESS

Staff Reports

- A. Attorney**
 - No report.

B. Engineer

- An update on the HOA project was given.

C. District Manager

- i. Presentation of Tentative Proposed Budget

D. Field Manager

- No report.

FIFTH ORDER OF BUSINESS

Supervisors' Requests

- Discussion was led by Mr. Waldron with a consensus to test the water and get quotes for aquatics.

SIXTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Bozzuto seconded by Ms. Barr with all in favor the meeting was adjourned. 5-0.

Mark Vega, Secretary

3B.

**South Fork
Community Development District**

Financial Report

January 31, 2021

Prepared by:



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FINANCIAL STATEMENTS

Balance Sheet - All Funds	Page 1
Statement of Revenues, Expenditures and Changes in Fund Balance	
General Fund	Page 2 - 3
Debt Service Funds	Page 4

**South Fork
Community Development District**

Financial Statements

(Unaudited)

January 31, 2021

Balance Sheet
January 31, 2021

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 310,660	\$ -	\$ 310,660
Assessments Receivable	710	824	1,534
Allow-Doubtful Collections	(710)	(824)	(1,534)
Due From Other Funds	-	25,564	25,564
Investments:			
Reserve Fund (A-1)	-	38,408	38,408
Reserve Fund (A-2)	-	8,507	8,507
Reserve Fund (A-3)	-	28,424	28,424
Revenue Fund (A-1)	-	64,829	64,829
Revenue Fund (A-2)	-	55,084	55,084
Revenue Fund (A-3)	-	54,170	54,170
Deposits	4,941	-	4,941
TOTAL ASSETS	\$ 315,601	\$ 274,986	\$ 590,587
<u>LIABILITIES</u>			
Accounts Payable	\$ 9,912	\$ -	\$ 9,912
Accrued Expenses	2,888	-	2,888
Other Current Liabilities	10,000	-	10,000
Due To Other Funds	25,564	-	25,564
TOTAL LIABILITIES	48,364	-	48,364
<u>FUND BALANCES</u>			
Nonspendable:			
Deposits	4,941	-	4,941
Restricted for:			
Debt Service	-	274,986	274,986
Assigned to:			
Operating Reserves	25,533	-	25,533
Reserves- Irrigation/Landscape	26,825	-	26,825
Reserves - Signs/Monuments/Fence	21,825	-	21,825
Unassigned:	188,113	-	188,113
TOTAL FUND BALANCES	\$ 267,237	\$ 274,986	\$ 542,223
TOTAL LIABILITIES & FUND BALANCES	\$ 315,601	\$ 274,986	\$ 590,587

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>					
Interest - Investments	\$ 1,600	\$ 533	\$ -	\$ (533)	0.00%
Special Assmnts- Tax Collector	305,813	281,348	290,594	9,246	95.02%
Special Assmnts- Discounts	(12,233)	(11,254)	(11,618)	(364)	94.97%
TOTAL REVENUES	295,180	270,627	278,976	8,349	94.51%
<u>EXPENDITURES</u>					
<u>Administration</u>					
P/R-Board of Supervisors	25,836	8,612	5,598	3,014	21.67%
ProfServ-Engineering	15,000	5,000	8,490	(3,490)	56.60%
ProfServ-Field Management	15,750	5,250	5,250	-	33.33%
ProfServ-Legal Services	7,500	2,500	2,800	(300)	37.33%
ProfServ-Mgmt Consulting Serv	34,976	11,659	11,659	-	33.33%
ProfServ-Trustee Fees	3,717	3,717	3,717	-	100.00%
Auditing Services	2,225	-	-	-	0.00%
Website Compliance	1,553	1,553	1,553	-	100.00%
Insurance - Risk Management	8,361	8,361	7,835	526	93.71%
Legal Advertising	1,800	600	-	600	0.00%
Misc-Bank Charges	89	30	-	30	0.00%
Misc-Assessmnt Collection Cost	6,116	5,627	5,580	47	91.24%
Annual District Filing Fee	175	175	175	-	100.00%
Total Administration	123,098	53,084	52,657	427	42.78%
<u>Electric Utility Services</u>					
Utility - General	9,960	3,320	2,757	563	27.68%
Electricity - Streetlighting	11,760	3,920	6,647	(2,727)	56.52%
Total Electric Utility Services	21,720	7,240	9,404	(2,164)	43.30%
<u>Flood Control/Stormwater Mgmt</u>					
Contracts-Aquatic Control	11,796	3,935	3,935	-	33.36%
R&M-Lake	6,240	-	-	-	0.00%
Total Flood Control/Stormwater Mgmt	18,036	3,935	3,935	-	21.82%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>Other Physical Environment</u>					
Contracts-Landscape	80,784	26,928	26,150	778	32.37%
Contracts-Mulch	2,500	833	-	833	0.00%
Insurance - Property	666	666	-	666	0.00%
R&M-Renewal and Replacement	10,000	3,333	19,150	(15,817)	191.50%
R&M-Irrigation	3,500	1,167	-	1,167	0.00%
R&M-Walls and Signage	850	283	-	283	0.00%
Reserve - Irrigation/Landscape	7,600	-	-	-	0.00%
Reserve - Ponds	10,000	-	-	-	0.00%
Reserve-Signs/Monuments/Fences	3,000	-	12,597	(12,597)	419.90%
Total Other Physical Environment	118,900	33,210	57,897	(24,687)	48.69%
<u>Field</u>					
Contracts-Security Services	11,427	3,809	3,809	-	33.33%
Misc-Contingency	5,000	1,667	2,659	(992)	53.18%
Total Field	16,427	5,476	6,468	(992)	39.37%
TOTAL EXPENDITURES	298,181	102,945	130,361	(27,416)	43.72%
Excess (deficiency) of revenues Over (under) expenditures	(3,001)	167,682	148,615	(19,067)	0.00%
<u>OTHER FINANCING SOURCES (USES)</u>					
Contribution to (Use of) Fund Balance	(3,001)	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	(3,001)	-	-	-	0.00%
Net change in fund balance	\$ (3,001)	\$ 167,682	\$ 148,615	\$ (19,067)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2020)	118,622	118,618	118,622		
FUND BALANCE, ENDING	\$ 115,621	\$ 286,300	\$ 267,237		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ 3,000	\$ 1,000	\$ 6	\$ (994)	0.20%
Special Assmnts- Tax Collector	327,561	301,356	311,258	9,902	95.02%
Special Assmnts- Discounts	(13,102)	(12,054)	(12,444)	(390)	94.98%
TOTAL REVENUES	317,459	290,302	298,820	8,518	94.13%
EXPENDITURES					
Administration					
Misc-Assessmnt Collection Cost	6,551	6,027	5,976	51	91.22%
Total Administration	6,551	6,027	5,976	51	91.22%
Debt Service					
Principal Debt Retirement A-1	90,000	-	-	-	0.00%
Principal Debt Retirement A-2	20,000	-	-	-	0.00%
Principal Debt Retirement A-3	60,000	-	-	-	0.00%
Interest Expense Series A-1	61,644	30,822	31,076	(254)	50.41%
Interest Expense Series A-2	13,586	6,793	6,849	(56)	50.41%
Interest Expense Series A-3	50,694	25,347	25,556	(209)	50.41%
Total Debt Service	295,924	62,962	63,481	(519)	21.45%
TOTAL EXPENDITURES	302,475	68,989	69,457	(468)	22.96%
Excess (deficiency) of revenues Over (under) expenditures	14,984	221,313	229,363	8,050	0.00%
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance	14,984	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	14,984	-	-	-	0.00%
Net change in fund balance	\$ 14,984	\$ 221,313	\$ 229,363	\$ 8,050	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2020)	287,669	287,669	287,669		
FUND BALANCE, ENDING	\$ 302,653	\$ 508,982	\$ 517,032		

3C.

Unit Information

Unit Type: Special District Year: 2020

Unit Name: South Fork Community Development District Unit Dependency: Independent

Unit Status: Active

Location Information

Name: Mr. Alan Baldwin
 Title: Accounting Manager
 Phone: (954) 603-0033
 Fax:
 Address:
 210 N. University Drive, Suite 702
 Coral Springs, FL 33071

Contact Information

Name: Mrs. Keisha Young
 Title: Accountant
 Phone: (954) 603-0033
 Email: Keisha.Young@Inframark.com
 Address:
 210 N. University Drive, Suite 702
 Coral Springs, FL 33071

AFR Details**Original AFR**

AFR Status: In Progress
 AFR Received Date:
 Audit Received Date: 2/19/2021
 Submission Type:

Long-Term Debt Information

Long-Term Debt: \$2,935,000

Audit Information

Was an audit performed? Yes
 Audit Performed Date: 2/19/2021
 Auditor Name: Berger, Toombs, Elam, Gaines & Frank CPA's

Address:
 600 Citrus Avenue
 Suite 200
 Fort Pierce, FL 34950

Certification**Chief Financial Officer**

Name: Stephen Bloom
 Title: Finance Director

Chairman/Elected Official

Name: Richard Waldrom
 Title: Chairman

X

Yes No

Have You Experienced a Financial Emergency in this year?

☐ ☒

If Yes, Have You Compiled With Section 218.503(2), Florida Statutes?

☐ ☐

Revenues Report for FYE 2020

Account Code	General	Special Revenue	Debt Service	Capital Projects	Permanent	Enterprise	Internal Service	Pension	Trust	Component Units	Total
325200 - Special Assessments - Charges for Public Services	294,367		315,299								609,666
361100 - Interest	235		1,751								1,986
369900 - Other Miscellaneous Revenues	7										7
Grand Total	294,609		317,050								611,659

Expenditures Report for FYE 2020

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Account/Object Code	General	Special Revenue	Debt Service	Capital Projects	Permanent	Enterprise	Internal Service	Pension	Trust	Component Units	Total
511.10 - Legislative - Personnel Services	23,252										23,252
513.30 - Financial and Administrative - Operating Expenses	74,751										74,751
514.30 - Legal Counsel - Operating Expenses	9,948										9,948
515.30 - Comprehensive Planning - Operating Expenses	49,135										49,135
517.70 - Debt Service Payments - Debt Service			306,959								306,959
531.30 - Electric Utility Services - Operating Expenses	27,165										27,165
539.30 - Other Physical Environment - Operating Expenses	235,845										235,845
Grand Total	420,096		306,959								727,055

Affiliated Entity	Type	Total Revenues	Total Expenditures	Total Debt
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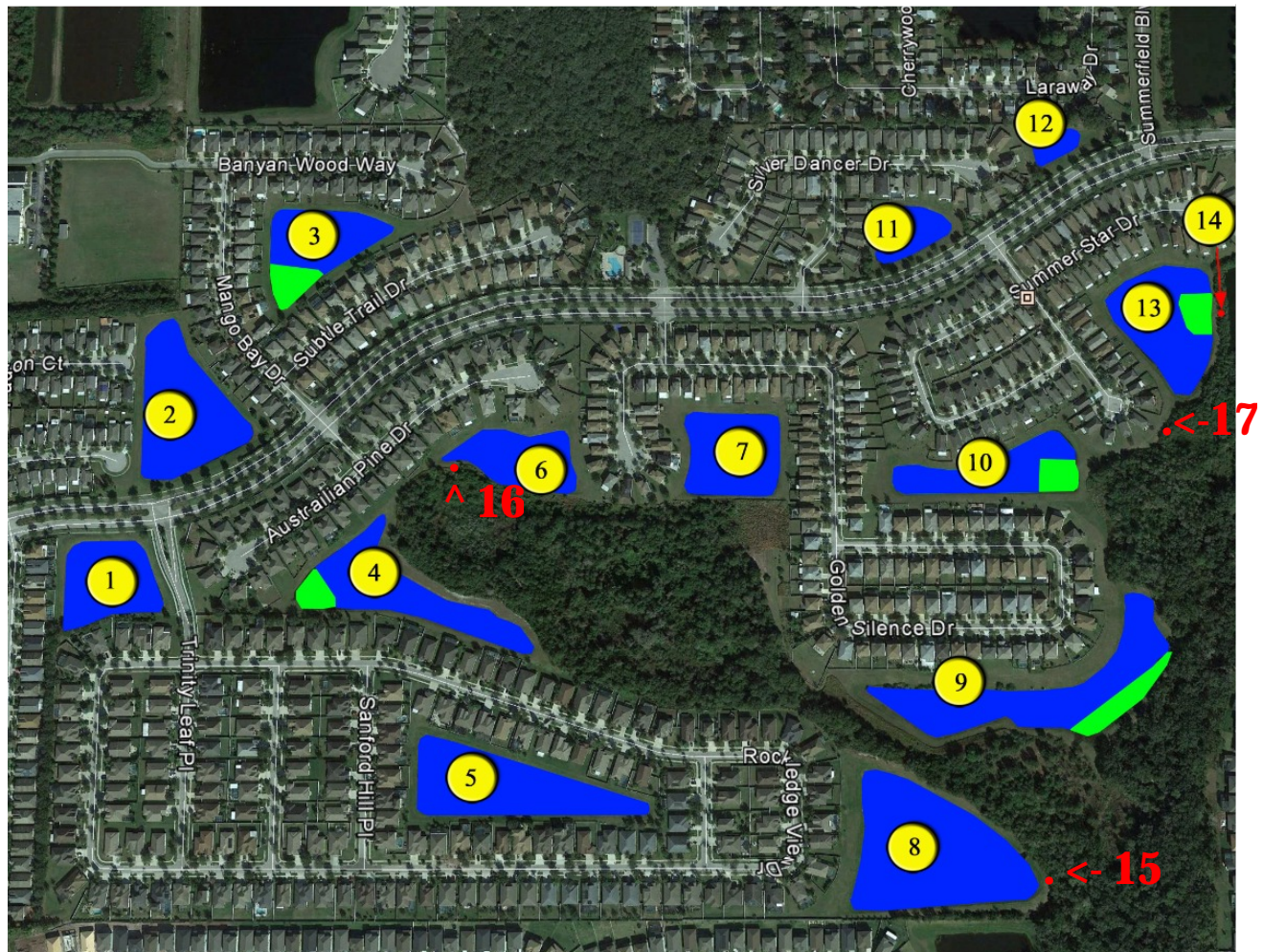
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Fourth Order of Business

4Ci

SOUTH FORK CDD

13 PONDS & 3 OUTFALL STRUCTURES (14, 15 AND 16) THAT NEED MONTHLY SPRAYING



- 1. Steadfast Environmental \$829.00 a month
- 2. Cross Creek Environmental \$880.00 a month
- 3. Solitude Lake Management \$938.00 a month



Crosscreek Environmental Inc.

111 Palmview Rd
Palmetto, FL 34221

Date	Estimate #
2/26/2021	7527

Name / Address
South Fork CDD C/O Inframark 2654 Cypress Ridge Blvd. Suite 101 Wesley Chapel, FL 33544

Description
<p>Monthly stormwater pond maintenance of nuisance and exotic vegetation located within perimeter of the thirteen (13) ponds onsite. Treatments to occur once a month for a total of twelve (12) visits per year.</p> <p>Maintenance services to include the following:</p> <ul style="list-style-type: none"> * Algae control * Floating vegetation control * Shoreline vegetation control * Submersed vegetation control * Aquatics consulting * Management reporting * Littoral shelf maintenance * Installation of up to 500 free beneficial aquatic plants per year * Lifetime warranty on all erosion control work as long as Crosscreek Environmental is the onsite vendor * Maintenance of 2 overflow structures (15 & 16) and 2 outflow pipes (14 & 17) <p>Total maintenance cost = \$880.00 per month</p> <p>If the customer is not satisfied with the aquatic service provided, and the state of the aquatic management area declines due to Crosscreek Environmental Inc. negligence, the customer has full right to cancel the service with no less than 45 days written notice to Crosscreek Environmental Inc.</p> <p>Please sign and return if accepted</p>



Inframark Infrastructure Services

PROPOSAL FOR POND MAINTENANCE: South Fork CDD

2654 Cypress Ridge Blvd. Ste 101, Wesley Chapel, FL 33544

(813) 610-3927 ■ STEADFASTENV.COM

February 15th, 2021

South Fork CDD

c/o Mr. Mark Vega, District Manager

Inframark Infrastructure Services.

2654 Cypress Ridge Blvd. Suite 101, Wesley Chapel, FL 33544

Dear Mr. Vega,

We greatly appreciate the opportunity to bid on this project for you. Attached is the Agreement for waterway services at South Fork CDD.

Our range of aquatic services are listed below;

- Long lasting results based off applied herbicide techniques
- Superior buffering and littoral maintenance
- Exceptional physical removal of nuisance and invasive vegetation.
- Planting of native beneficial vegetation.
- Ability to bush hog dry retention areas when conditions allow.
- Pond dye application.
- Stocking of Triploid grass carp for submersed aquatic plant species control.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,

Steadfast Environmental, LLC.

A handwritten signature in black ink that reads "Joseph C. Hamilton". The script is fluid and cursive, with the first letters of each word being capitalized and prominent.

Joseph C. Hamilton, Owner/Operator

Monthly Maintenance Program:

Program to consist of: (Areas #1-#17 as indicated on attached map) Area to be serviced measures 18,092 LF & 26.4 AC

- Monthly herbicide treatment of invasive and exotic vegetation.
- Inspections of outflow structures.
- Removal of normal size trash and debris items.
- Pond dye applications (If desirable).

Occurrence: 2 events/month

Annual Cost: \$9,948.00

(\$829.00 per month)

Special services can also be provided outside of the routine monthly maintenance at the Boards request. These will be proposed on separate estimates outside of the monthly maintenance service agreement.

Special Services Include:

- Physical & Mechanical Removals of invasive and exotic vegetation.
- Planting of native and desirable, low lying aquatic vegetation.
- Triploid Grass Carp stocking for submersed aquatic vegetation.
- Aluminum Sulfate Applications to better control algae.
- Bush hogging & Conservation/Woodline Cutbacks.

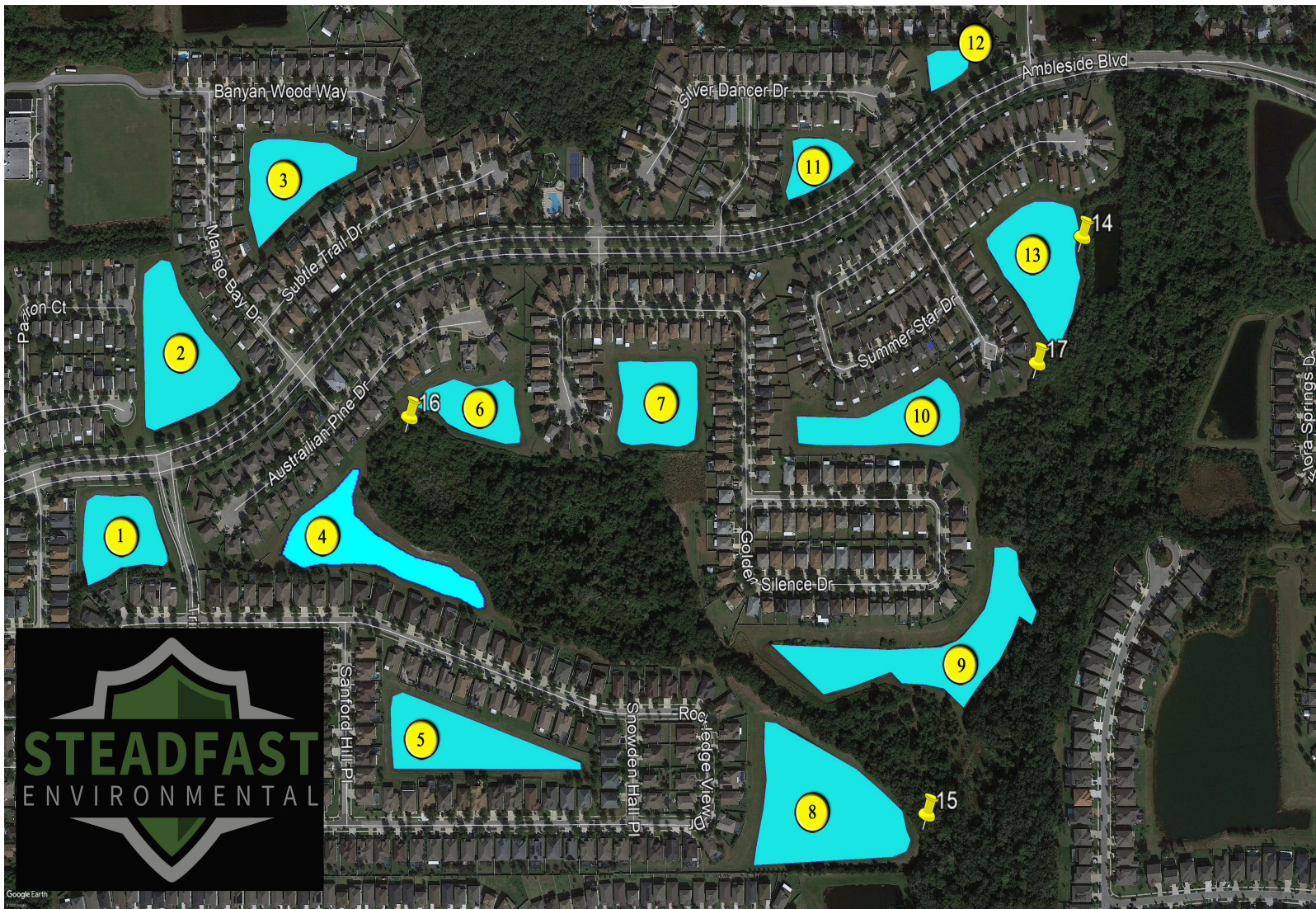
Thank you for reaching out with interest in our services! We look forward to building a long term, professional relationship.

Joseph C. Hamilton

Joseph Hamilton, Owner/Operator.

South Fork CDD Rep.

Steadfast Environmental
30435 Commerce Drive Suite 102
San Antonio, FL 33576
813-836-7940 | office@SteadfastEnv.com



Steadfast Environmental, LLC

30435 Commerce Drive Suite 102

San Antonio, FL 33576

813-836-7940 | office@SteadfastAlliance.com

SERVICES CONTRACT

CUSTOMER NAME: South Fork CDD – c/o Mark Vega, Inframark
 PROPERTY NAME: South Fork CDD
 CONTRACT EFFECTIVE DATE: March 1, 2021 – February 28, 2022
 SUBMITTED BY: Nick Viles
 SPECIFICATIONS: Annual Pond Maintenance

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$11,796.00**. SOLitude shall invoice Customer **\$983.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment to be made in twelve (12) equal monthly payments due by the last day of each month. As a courtesy, the customer will be invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

South Fork CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

SCHEDULE A – ANNUAL MANAGEMENT SERVICES

Specifications: Annual Maintenance – 13 Ponds – 2 Overflow Structures – 2 Outflow Pipes



Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Erosion
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris

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2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Pond(s) will be inspected on a **two (2) times per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **two (2) times per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

1. Pond(s) will be inspected on a **two (2) times per month** basis.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

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Littoral Shelf Maintenance:

1. SOLitude will perform spot spraying **as required** to maintain compliance with governing agencies for the management of all nuisance and exotic species.
2. Sites #3, 4, 9, 10, 13.

Pond Dye:

1. Pond Dye will be applied to the pond(s) on an **as required** basis to help shade the pond(s) from sunlight penetration, thus helping to slow the growth of algae and aquatic weeds.

Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Quality Assurance Reporting:

1. Customer will be provided with a monthly report detailing the condition of contracted sites and will include site photos.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the

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- EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will continue to maintain all appropriate training and licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
 7. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.

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Looking for a good reason to choose SŌLitude? How about three?

35

As an industry leader, there are a number of advantages that separate SŌLitude Lake Management® from the competition. From our cutting-edge aquatic management solutions, water quality and fisheries expertise, and state-of-the-art equipment and technologies, you can expect the highest quality service and results.



Superior Training = Expert Care

Our team is passionate, highly experienced and well-educated with master's degrees and PhDs in Biology, Ecology, Environmental Science and other natural sciences. Our talented professionals are some of the most well-connected in the industry, boasting certifications and affiliations with respected universities, associations and manufacturers.

Meet your local management team at solitudelakemanagement.com/team



Superior Technology = Innovative Management Strategies

SŌLitude's expert team of professionals is equipped with the most advanced technology, tools, products and equipment to deliver sustainable solutions that restore beauty and balance to lakes, stormwater ponds, wetlands and fisheries. We're also at the forefront of exciting research and development in new technologies, both in the field and our in-house labs, which are aimed at making the sustainable restoration of your aquatic ecosystem faster and more long-lasting.

Discover our innovative solutions at solitudelakemanagement.com/services



Superior Service = Unparalleled Customer Experience

When partnering with SŌLitude, you can expect to receive prompt and honest communication from the professionals visiting your property. Our communication style is tailored to your unique preferences, and friendly customer service representatives are available each day should you ever need to give us a call. SŌLitude encourages clients to stay engaged with the progress of their waterbodies, which is why we make detailed service reports and educational materials available to you throughout the year.

Download educational resources at solitudelakemanagement.com/education

You want the best for your property.
You will get the best with SŌLitude.
Call 855.976.9569 to get started.

SŌLITUDE
LAKE MANAGEMENT

The SÖLitude Mission

Preserving and Protecting Ecological Balance

In addition to providing superior service, we've made it our mission at SÖLitude Lake Management to continuously educate our clients and promote sound environmental stewardship. We feel it is important to not only be good stewards of the environment, but also to fulfill our core values which include "take action and be accountable" and "protect and respect nature." Our colleagues actively volunteers to help our local communities in need and follows sustainable practices to help fulfill our overall mission for creating a better world.



The SÖLution is a company-wide program that encourages the company and all employees to strive to "create a better world" through volunteerism, community outreach, sustainability and environmental consciousness. Join us in being part of The SÖLution: solitudelakemanagement.com/solution

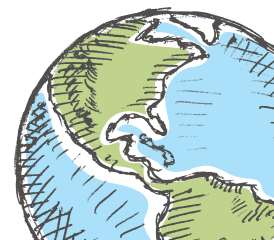


Through the *Love Your Lake* program, non-profit charitable organizations and foundations can apply for a free lake makeover if their waterbody is unhealthy and in dire need of ecological restoration, and recreational activities are limited due to nuisance algae and aquatic weeds. Since the inception of the program, we have restored a fishing pond at a home for children in distress and several recreational lakes at camps for children and veterans, many with special needs.

The SÖLitude Sustainability Pledge

We hereby pledge...

- To provide sustainable and renewable lake, pond and wetland management solutions.
- To help preserve and, wherever possible, improve the natural ecological balance of our surroundings and the communities we serve.
- To recycle and reuse all non-renewable resources to the greatest extent possible.
- To replace older lake and pond management technology with the latest environmentally friendly solutions.
- To provide our clients with integrated and sustainable lake and pond management strategies that reduce the need for pesticides.
- To utilize the most ecologically friendly herbicides that allow for safe, selective and systemic plant growth control.
- To help restore and maintain ecological balance by providing solutions that work in harmony with nature to achieve lasting results.





Restoring Balance. Enhancing Beauty.

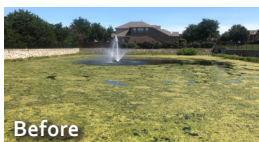
SOLitude Lake Management® is dedicated to making water a more healthy and beautiful part of our world. In that pursuit, we offer comprehensive lake, stormwater pond, wetland and fisheries management solutions that restore beauty and encourage ecological balance.

SOLitude's highly trained team of biologists, ecologists and aquatic resource management professionals is committed to innovation, technical advancement, and continuous research to provide clients with the best available value on the market. Through extensive knowledge and experience, superior customer service, vast service offerings and close partnerships with manufacturers, SOLitude Lake Management has established itself as the unparalleled leader of the industry.

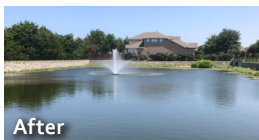
Annual Management Services

After analyzing the health of your aquatic ecosystems, we will develop a proactive plan to help restore and maintain balance.

Aquatic Weed and Algae Control



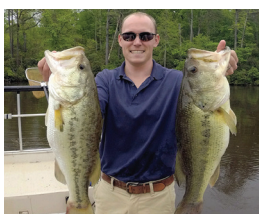
Before



After

We utilize the most advanced technologies, products and practices. Our lake weed control and algae treatment solutions help eliminate toxic algae and undesirable exotic and invasive weeds that would otherwise jeopardize the balance of the aquatic ecosystem.

Fisheries Management



Fisheries management revolves around several factors that influence the productivity of a fishery. Habitat, predator-to-prey ratios, fish species and genetics, water chemistry and available food all play a role in your fishery's success.

Reservoir Management



We work with water managers to assess reservoir conditions and water quality data, then formulate a site specific management program to maintain and restore drinking water quality.

Fountains, Aeration & Nanobubbles

Floating fountains, submersed diffusers and nanobubble treatments help provide circulation and beneficial dissolved oxygen to a waterbody, reducing stratification, improving biological activity, and mitigating the processes that facilitate algae growth.



Biological Augmentation

Our scientists are trained in the practice of biological augmentation: using microbial and enzyme-enriched products that aid in the maintenance of healthy aquatic ecosystems by degrading organic sludge and metabolizing excess nutrients.

Shoreline Erosion Control

Shoreline erosion can create hazardous conditions and reduce the lifespan of your waterbody. Bio-engineered living shorelines help establish a stable shoreline that protects your waterbody from sedimentation over time.



Nutrient Remediation Programs

Reduce phosphorus in your lake or pond with proven phosphorus locking technologies like Phoslock, Alum and Biochar. Sequestering phosphorus can greatly help improve water quality in lakes and ponds.

Preserving and Protecting Ecological Balance

Buffer Management



In many situations, shoreline vegetative buffers are the single most important natural aspect to promoting and maintaining good water quality in your lake or pond.

Invasive Species Management

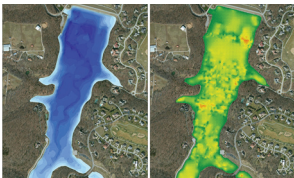


We offer aquatic and upland weed and invasive species management services to help combat harmful intruders. This is essential to promoting and maintaining a bio-diverse and healthy natural habitat.

Wetland Management

We practice an integrated approach when working in these fragile habitats, employing both herbicide application and mechanical techniques to maintain and restore these essential areas.

Lake Mapping and Bathymetry



Whether you are planning for dredging, tracking sedimentation, or looking to improve your fishery, we have the lake mapping tools you need to be successful.

Water Quality Testing and Restoration



Water quality monitoring, testing and restoration are the backbone of an integrated lake or pond management program and we are ready to develop a water quality restoration program that is tailored to your needs.

Mosquito and Midge Control

Mosquitoes and midges are not only a nuisance, they can pose a significant risk to public health. It's critical that your lake, pond or wetland management program includes integrated mosquito or midge prevention and control measures for all breeding habitats.



Stormwater BMP Inspections and Repairs

Our professionals are certified to inspect all aspects of your stormwater management facility and to make recommendations for maintenance and repairs when required. We can help you through every step of the repair process from planning to execution.

Mechanical Harvesting

Mechanical cutting/harvesting is a technique used for achieving "area selective" control of nuisance aquatic vegetation, and can be an effective alternative on sites where herbicides are not appropriate.



Hydro-Raking and Sediment Removal

Hydro-raking is an effective technique for area selective removal of nuisance, rooted vegetation as well as accumulations of unconsolidated bottom muck and debris.



Regulatory Compliance and Permitting

It's important to ensure that all aquatic pesticide applications are completed by experienced applicators that are aware of and compliant with new regulations. National, state and local permitting can pose significant challenges. Our compliance team will handle every step of the process to ensure that you remain compliant.

Learn more about our extensive service offerings at solitudelakemanagement.com/services and set up a site visit consultation with one of our experienced biologists or scientists.

Restoring Balance. Enhancing Beauty.

Call 855.976.9569 today to get started.

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LAKE MANAGEMENT

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