

South Fork Community Development District

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|---------------------------------------|---|
| <input type="checkbox"/> Kelly Barr | <input type="checkbox"/> Mark Vega, District Manager |
| <input type="checkbox"/> David Lowrie | <input type="checkbox"/> John Vericker, District Counsel |
| <input type="checkbox"/> Jason Amato | <input type="checkbox"/> Robert Dvorak, District Engineer |
| <input type="checkbox"/> Patrick Barr | |
| <input type="checkbox"/> Nick Bozzuto | |

Regular Meeting Agenda

Tuesday, January 10, 2023 – 6:45 p.m.

Workshop

Tuesday, January 10, 2023 – 7:15 p.m.

- 1. Roll Call**
- 2. Audience Comments**
- 3. Consent Agenda**
 - A. Approval of the Minutes of the December 13, 2022 MeetingP. 2
 - B. Acceptance of November 30, 2022 Financial ReportP. 4
- 4. Staff Reports**
 - A. Attorney
 - B. Engineer
 - i. Approval of the Brletic Dvorak, Inc. Engineering AgreementP. 11
 - C. District Manager
 - i. Acceptance of the Waterway Inspection Report - December 2022.....P. 23
- 5. Supervisors' Requests**
- 6. Adjournment**

Note: The next meeting is scheduled for Tuesday February 14, 2023 at 6:45 p.m.

District Office:
210 N. University Drive, Suite 702
Coral Springs, FL 33071
954-603-0033

Meeting Location:
South Fork HOA Pool Building
10952 Ambleside Drive
Riverview, Florida

**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, December 13, 2022 at 7:03 p.m. at the South Fork HOA II pool house located at 10952 Ambleside Drive, Riverview, Florida.

Present and constituting a quorum were:

Kelly Barr	Chairperson
David Lowrie	Vice Chairperson
Jason Amato	Assistant Secretary
Patrick Barr	Assistant Secretary
Nick Bozzuto	Assistant Secretary

Also present were:

Mark Vega	District Manager
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The following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Vega called the meeting to order and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Audience Comments

None.

THIRD ORDER OF BUSINESS

Organizational Matter

A. Consideration of Resolution 2023-02, Declaring a Vacancy for Seat (1 & 3)

On MOTION by Mr. Bozzuto seconded by Ms. Barr with all in favor Resolution 2023-02, Declaring a Vacancy for Seats 1 & 3 was adopted. 3-0
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B. Discussion of Appointment of Supervisor(s) to fill Vacancies

On MOTION by Mr. Bozzuto seconded by Mr. Amato with all in favor appointing Mr. Barr to seat 1 and Mr. Lowrie to seat 3 was approved. 3-0.
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C. Oath of Office for Newly Elected Supervisor(s)

D. Consideration of Resolution 2023-03, Election of Officers

On MOTION by Mr. Amato seconded by Mr. Barr with all in favor Resolution 2023-03, Election of Officers was adopted. 5-0.

FOURTH ORDER OF BUSINESS

Consent Agenda

- A. Approval of the Minutes of the November 8, 2022 Meeting**
- B. Acceptance of October 31, 2022 Financial Report**

On MOTION by Mr. Lowrie seconded by Ms. Barr with all in favor the Consent Agenda consisting of the Minutes of the November 8, 2022 Meeting was approved as presented, and October 31, 2022 Financial Report was approved as presented. 5-0

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

None.

B. Engineer

None.

C. District Manager

i. Aquatic Reports from Solitude

The Board requested that a Solitude attend the January meeting.

SIXTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Bozzuto requested Mr. Vega and the Engineer look at the property located at 11235 Summer Star to determine if the fence is on the CDD's setback as they did not request HOA or CDD approval.

SEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Barr seconded by Mr. Lowrie with all in favor the meeting was adjourned at 7:23. 5-0.

Mark Vega, Secretary

**South Fork
Community Development District**

Financial Report

November 30, 2022

Prepared by:



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**South Fork
Community Development District**

Financial Statements

(Unaudited)

November 30, 2022

Balance Sheet
November 30, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 78,124	\$ -	\$ 78,124
Due From Other Funds	-	55,972	55,972
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)	-	66,366	66,366
Revenue Fund (A-2)	-	56,808	56,808
Revenue Fund (A-3)	-	56,634	56,634
Deposits	4,941	-	4,941
TOTAL ASSETS	\$ 83,065	\$ 311,119	\$ 394,184
<u>LIABILITIES</u>			
Accounts Payable	\$ 16,319	\$ -	\$ 16,319
Accrued Expenses	1,905	-	1,905
Other Current Liabilities	10,000	-	10,000
Due To Other Funds	55,972	-	55,972
TOTAL LIABILITIES	84,196	-	84,196
<u>FUND BALANCES</u>			
Nonspendable:			
Deposits	4,941	-	4,941
Restricted for:			
Debt Service	-	311,119	311,119
Unassigned:	(6,072)	-	(6,072)
TOTAL FUND BALANCES	\$ (1,131)	\$ 311,119	\$ 309,988
TOTAL LIABILITIES & FUND BALANCES	\$ 83,065	\$ 311,119	\$ 394,184

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 30, 2022

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	\$ 125	\$ 21	\$ -	\$ (21)	0.00%
Special Assmnts- Tax Collector	305,814	61,164	48,849	(12,315)	15.97%
Special Assmnts- Discounts	(12,233)	(2,447)	(1,997)	450	16.32%
Access Cards	-	-	25	25	0.00%
TOTAL REVENUES	293,706	58,738	46,877	(11,861)	15.96%
EXPENDITURES					
Administration					
P/R-Board of Supervisors	25,836	4,306	4,306	-	16.67%
ProfServ-Engineering	15,000	2,500	1,590	910	10.60%
ProfServ-Field Management	16,710	2,785	2,785	-	16.67%
ProfServ-Legal Services	7,500	1,250	233	1,017	3.11%
ProfServ-Mgmt Consulting	37,106	6,184	6,184	-	16.67%
ProfServ-Trustee Fees	3,717	-	4,041	(4,041)	108.72%
Auditing Services	2,300	-	-	-	0.00%
Website Compliance	1,553	1,553	1,553	-	100.00%
Insurance - Risk Management	7,764	7,764	7,058	706	90.91%
Legal Advertising	1,800	300	-	300	0.00%
Misc-Bank Charges	75	13	-	13	0.00%
Misc-Assessment Collection Cost	6,116	1,223	937	286	15.32%
Misc-Contingency	-	-	426	(426)	0.00%
Annual District Filing Fee	175	175	175	-	100.00%
Total Administration	125,652	28,053	29,288	(1,235)	23.31%
Electric Utility Services					
Utility - General	9,960	1,660	1,963	(303)	19.71%
Electricity - Streetlights	11,760	1,960	4,098	(2,138)	34.85%
Total Electric Utility Services	21,720	3,620	6,061	(2,441)	27.91%
Flood Control/Stormwater Mgmt					
Contracts-Aquatic Control	12,158	2,026	2,087	(61)	17.17%
R&M-Lake	5,000	833	-	833	0.00%
Total Flood Control/Stormwater Mgmt	17,158	2,859	2,087	772	12.16%
Other Physical Environment					
Contracts-Landscape	89,091	14,849	14,222	627	15.96%
Contracts-Mulch	2,500	417	-	417	0.00%
Insurance - Property	806	806	-	806	0.00%
R&M-Renewal and Replacement	16,605	2,768	-	2,768	0.00%
R&M-Irrigation	2,000	333	-	333	0.00%
R&M-Walls and Signage	250	42	-	42	0.00%
Reserve - Irrigation/Landscape	250	-	-	-	0.00%
Reserve-Signs/Monuments/Fences	250	-	-	-	0.00%
Total Other Physical Environment	111,752	19,215	14,222	4,993	12.73%

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Field					
ProfServ-Wildlife Management Service	6,000	1,000	-	1,000	0.00%
Contracts-Security Services	11,424	1,904	-	1,904	0.00%
Misc-Contingency	-	-	1,150	(1,150)	0.00%
Total Field	17,424	2,904	1,150	1,754	6.60%
TOTAL EXPENDITURES	293,706	56,651	52,808	3,843	17.98%
Excess (deficiency) of revenues					
Over (under) expenditures	-	2,087	(5,931)	(8,018)	0.00%
Net change in fund balance	\$ -	\$ 2,087	\$ (5,931)	\$ (8,018)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)	4,800	4,800	4,800		
FUND BALANCE, ENDING	\$ 4,800	\$ 6,887	\$ (1,131)		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 30, 2022

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	\$ 150	\$ 25	\$ 1,180	\$ 1,155	786.67%
Special Assmnts- Tax Collector	327,561	65,512	52,315	(13,197)	15.97%
Special Assmnts- Discounts	(13,102)	(2,620)	(2,138)	482	16.32%
TOTAL REVENUES	314,609	62,917	51,357	(11,560)	16.32%
EXPENDITURES					
Administration					
Misc-Assessment Collection Cost	6,551	1,310	1,004	306	15.33%
Total Administration	6,551	1,310	1,004	306	15.33%
Debt Service					
Principal Debt Retirement A-1	100,000	-	-	-	0.00%
Principal Debt Retirement A-2	20,000	-	-	-	0.00%
Principal Debt Retirement A-3	65,000	-	-	-	0.00%
Interest Expense Series A-1	54,142	27,294	27,293	1	50.41%
Interest Expense Series A-2	11,964	6,031	6,031	-	50.41%
Interest Expense Series A-3	45,625	23,000	23,000	-	50.41%
Total Debt Service	296,731	56,325	56,324	1	18.98%
TOTAL EXPENDITURES	303,282	57,635	57,328	307	18.90%
Excess (deficiency) of revenues					
Over (under) expenditures	11,327	5,282	(5,971)	(11,253)	-52.71%
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance	11,327	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	11,327	-	-	-	0.00%
Net change in fund balance	\$ 11,327	\$ 5,282	\$ (5,971)	\$ (11,253)	-52.71%
FUND BALANCE, BEGINNING (OCT 1, 2022)	317,090	317,090	317,090		
FUND BALANCE, ENDING	\$ 328,417	\$ 322,372	\$ 311,119		

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of ____, 20__, by and between:

South Fork Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Hillsborough County, Florida (the “District”); and

Brletic Dvorak, Inc., a Florida corporation, providing professional engineering services (“Engineer” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, (the “Act”) as amended; and

WHEREAS, pursuant to the Act, the District was established for the purpose of planning, finance, constructing, reconstructing, acquiring, and/or maintaining certain public improvements and services within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District’s Board of Supervisors (the “Board”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ the Engineer to perform engineering services including, but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as the District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of his services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

- A. The Engineer will provide general engineering services, including:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - i. Periodic visits to the site, or full time construction management of District projects, as directed by the District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

Article 2. Representations. The Engineer hereby represents to the District that:

- A. It has the experience and skill to perform the services required to be performed by this Agreement.
- B. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.
- C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
- D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

Article 3. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized (“**Work Authorization**”). Authorization of services or projects under this Agreement shall be at the sole option of the District.

Article 4. Compensation. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization

Article 5. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.
- B. Expense of reproduction, postage, and handling of drawings and specifications.

Article 6. Term of Agreement. It is understood and agreed that this Agreement is for professional engineering services. It is further understood and agreed that the term of this

Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein

Article 7. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by the Engineer and paid for on a cost basis.

Article 8. Books and Records. The Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by the Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to the Engineer.

Article 9. Ownership of Documents.

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by the Engineer pursuant to this Agreement (“Work Product”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of the Engineer’s services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. The Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 10. Accounting Records. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall

be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 11. Reuse of Documents. All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District's sole risk and without liability or legal exposure to the Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

Article 12. Estimate of Cost. Since the Engineer has no control over the cost of labor, materials, or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 13. Insurance. Subject to the provisions of this Article, the Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$2,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance for at least three (3) years after the one-year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer 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.

Article 14. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 15. Compliance with Governmental Regulations. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer 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 of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, 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 or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

Article 16. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances, and at the time and place where the services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE. Any designs, drawings, reports, or specifications prepared or furnished by the Engineer that contain errors, conflicts, or omissions will be promptly corrected by the Engineer at no cost to the District.

Article 17. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to this Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or four (4) years after completion of all work under this Agreement.

Article 18. Indemnification. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the District, its officers, supervisors, agents, staff, and representatives from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars (\$2,000,000) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Article 19. Public Records. The Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, 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*; 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 this Agreement term and following this Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the Engineer'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 Engineer, the Engineer 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. The Engineer acknowledges that the designated Public Records Custodian for the District is Sandra Demarco.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-282-0081 sandra.demarco@inframark.com 210 N. University Drive, Suite 702, Coral Springs, FL 33071

Article 20. Notices. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District: South Fork Community Development District
2654 Cypress Ridge Blvd., Suite 101
Wesley Chapel, FL 33544
Attn: Mark Vega

With a copy to: Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606
Attn: John Vericker

B. If to the Engineer: Brletic Dvorak, Inc.
536 4th Ave. S, Unit 4
St. Petersburg, Fl 33701
Attn: Stephen Brletic, P.E.

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 Agreement 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 Parties may deliver Notice on behalf of the Parties. 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.

Article 21. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 22. Controlling Law. The Parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall be in Hillsborough County, Florida.

Article 23. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer deems appropriate, pursuant to Article 7 herein.

Article 24. Conflicts of Interest. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

Article 25. Subcontractors. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of the Engineer shall be deemed to have made all of the representations and warranties of the Engineer set forth herein and shall be subject to any and all obligations of the Engineer hereunder. Prior to any subcontractor providing any services, the Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. The Engineer shall be responsible for all acts or omissions of any subcontractors.

Article 26. Independent Contractor. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

Article 27. Termination. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification by the District to terminate this Agreement, the Engineer shall not perform any further services unless directed to do so by the Board. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including, but not limited to, lost profits), but instead the Engineer's sole remedy will be to

recover payment for services rendered to the date of the notice of termination, subject to any offsets.

Article 28. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the Parties and formally approved by the Board

Article 29. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

Article 30. Agreement. This Agreement reflects the negotiated agreement of the Parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both Parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

Article 31. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed the day and year first above written.

ATTEST:

**SOUTH FORK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

BRLETIC DVORAK, INC.

Witness
Print Name: _____

By: _____
Its: _____

CDD Labor Rates

(January 1, 2023 – July 1, 2023)

<u>Classification</u>	<u>Rates</u>
Principal	\$225
Project Manager	\$200
Senior Engineer	\$180
Project Engineer	\$145
Engineer	\$115
Senior Surveyor	\$150
Project Surveyor	\$130
Surveyor	\$95
Survey Field Crew (3-person)	\$165
GIS Technician	\$150
Senior Environmental Scientist	\$150
Environmental Scientist	\$110
Senior Designer	\$110
Designer	\$95
Senior Engineering Technician	\$85
Engineering Technician	\$65
Senior Inspector	\$115
Inspector	\$75
Clerical	\$50

SOLITUDE

LAKE MANAGEMENT



South Fork CDD Waterway Inspection Report

Reason for Inspection: Scheduled-recurring

Inspection Date: 2022-12-21

Prepared for:

Mr. Mark Vega, District Manager
Inframark
210 North University Drive, Suite #702
Coral Springs, Florida 33071

Prepared by:

Mitchell Hartwig, Project Manager, Aquatic Biologist

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1

Comments:

Normal growth observed
Minor growth of Baby Tears
present in site. Erosion noted
(left photo).

Action Required:

Routine maintenance next visit

Target:

Submersed vegetation



December, 2022



December, 2022

2

Comments:

Treatment in progress
Positive treatment of submersed
vegetation, more to be treated.
Erosion noted along roadside.

Action Required:

Routine maintenance next visit

Target:

Submersed vegetation



December, 2022



December, 2022

3

Comments:

Treatment in progress
Minor erosion around site.
Treatment progress on littoral
area. Native Gulf Spikerush
looks good.

Action Required:

Routine maintenance next visit

Target:

Cattails



December, 2022



December, 2022

4

Comments:

Normal growth observed
Shoreline weeds kept to minimal.
Positive treatment around
perimeter of site for shoreline
weeds.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



December, 2022



December, 2022

5

Comments:

Normal growth observed
Minor Torpedograss and algae
present. An abundance of
wildlife present during time of
inspection.

Action Required:

Routine maintenance next visit

Target:

Surface algae



December, 2022



December, 2022

6

Comments:

Treatment in progress
Recently treated Baby Tears
present. Open water looks good.

Action Required:

Routine maintenance next visit

Target:

Submersed vegetation



December, 2022



December, 2022

Site: 7

Comments:

Normal growth observed
Minor growth of algae and
Torpedograss present in the site.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



December, 2022



December, 2022

Site: 8, 9

Comments:

Normal growth observed
Site 8 has positive shoreline weed
treatment, more to go, and some
floating weeds present.
Site 9 - open water looks good.
Erosion along homeowner side.

Action Required:

Routine maintenance next visit

Target:

Floating Weeds



December, 2022



December, 2022

Site: 10, 11

Comments:

Scheduled-recurring
Site 10 has minimal growth of
submerged vegetation while site
11 looks good. Erosion seen
along site 10.

Action Required:

Routine maintenance next visit

Target:

Submersed vegetation



December, 2022



December, 2022

Site: 12, 13

Comments:

Site looks good

Site 12 looks good. Site 13 has several erosion spots along homeowners side, littoral looks good, and minor algae present.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



December, 2022



December, 2022

Management Summary

The waterway inspection for South Fork CDD was completed on December 21st for all sites.

Site 1: Minor growth of Baby Tears present in site. Erosion noted (left photo).

Site 2: Positive treatment of submerged vegetation, more to be treated. Erosion noted along roadside.

Site 3: Minor erosion around site. Treatment progress on littoral area. Native Gulf Spikerush looks good.

Site 4: Shoreline weeds kept to minimal. Positive treatment around perimeter of site for shoreline weeds.

Site 5: Minor Torpedograss and algae present. An abundance of wildlife present during time of inspection.

Site 6: Recently treated Baby Tears present. Open water looks good.

Site 7: Minor growth of algae and Torpedograss present in the site.

Site 8/9: Site 8 has positive shoreline weed treatment, more to go, and some floating weeds present. Site 9 - open water looks good. Erosion along homeowner side.

Site 10/11: Site 10 has minimal growth of submerged vegetation while site 11 looks good. Erosion seen along site 10.

Site 12/13: Site 12 looks good. Site 13 has several erosion spots along homeowners side, littoral looks good, and minor algae present.

Wildlife Observed: Ibis, Ducks, Gallinule

Water Clarity: 1' - 3'

Thank you for choosing SOLitude Lake Management!

South Fork CDD Waterway Inspection Report

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2022-12-21

Site	Comments	Target	Action Required
1	Normal growth observed	Submersed vegetation	Routine maintenance next visit
2	Treatment in progress	Submersed vegetation	Routine maintenance next visit
3	Treatment in progress	Cattails	Routine maintenance next visit
4	Normal growth observed	Torpedograss	Routine maintenance next visit
5	Normal growth observed	Surface algae	Routine maintenance next visit
6	Treatment in progress	Submersed vegetation	Routine maintenance next visit
7	Normal growth observed	Torpedograss	Routine maintenance next visit
8, 9	Normal growth observed	Floating Weeds	Routine maintenance next visit
10, 11	Scheduled-recurring	Submersed vegetation	Routine maintenance next visit
12, 13	Site looks good	Species non-specific	Routine maintenance next visit

