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**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**

The Regular Meeting of the Board of Supervisors of Fishhawk Community Development District was held on **Tuesday, April 10, 2018, at 5:30 p.m.** located at the Osprey Club, 5721 Osprey Ridge Drive, Lithia, Florida 33547.

Present and constituting a quorum:

Terrie Morrison	<b>Board Supervisor, Chairman</b>
Randy Crouse	<b>Board Supervisor, Vice Chairman</b>
Timothy Coffey	<b>Board Supervisor, Assistant Secretary</b>
Kerri McDougald	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Greg Cox	<b>District Manager; Rizzetta &amp; Company, Inc.</b>
Biff Craine	<b>District Counsel; Petitt Worrell Rocha PLLC</b>
Holly Quigley	<b>Community Director; Fishhawk CDD</b>
Melanie Crouse	<b>Asst. Community Director; Fishhawk CDD</b>
John Toborg	<b>Field Services Manager, Rizzetta &amp; Company (via. conf. call)</b>
Josh Burton	<b>Owner, CLM</b>
Blake Giles	<b>Representative, CLM</b>

Audience                      **Present**

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Cox called the meeting to order at 5:30 p.m., read the roll call and it was determined that a quorum was met.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

Ms. Chelsea Pellegrino asked the Board to consider making landscaping improvements at the entrance to Kite Glen. The Board asked Mr. John Toborg and CLM to take a look at this entrance and provide recommendations.

**THIRD ORDER OF BUSINESS**

**Staff Reports**

**A. Community Director**

Ms. Quigley presented her monthly Operations Report to the Board.

**B. District Counsel**

Mr. Craine informed the Chairman that the current firearm restrictions in the District policies are enforceable and in compliance with current Florida statutes.

**FOURTH ORDER OF BUSINESS**

**Presentation of Monthly Maintenance Inspection Reports**

**1. Field Inspection Report**

Mr. John Toborg presented his report to the Board.

**2. Landscaping Report**

**i. Consideration of Pine Mulch Proposal**

**ii. Consideration of Osprey Ridge Berm Proposal**

**iii. Consideration of Teal Rise & Heron Glen Median Proposal**

Mr. Giles updated the Board on current landscaping issues and presented proposals for consideration.

No formal Board action was taken on the Pine Mulch proposal.

On a Motion by Ms. McDougald, seconded by Mr. Coffey, the Board unanimously approved the CLM Osprey Ridge berm landscape proposal in the amount of \$12,523.00 for the Fishhawk Community Development District.

On a Motion by Ms. McDougald, seconded by Mr. Coffey, the Board unanimously approved the CLM Teal Rise & Heron Glen median proposal in the amount of \$6,523.00 for the Fishhawk Community Development District.

**FIFTH ORDER OF BUSINESS**

**Staff Reports (Continued)**

**A. District Engineer**

Not present.

**B. District Manager**

Mr. Cox informed the Board of the invoice being processed for the extra meetings for the FAAC Committee and the Chairmen meetings which totaled \$1,370.83 for the District, with an equal amount being paid by District 2 and by District 3.

Ms. Crouse presented an update on the Hawk Park Clubhouse renovation and explained that additional funds will be required to complete the project, for special-order doors and

hardware compliant with ADA regulations and some additional electrical work that was not in the original proposal

On a Motion by Mr. Crouse, seconded by Ms. Morrison, the Board unanimously approved to replace the doors at the Hawk Park Fitness Center and complete the additional work with a not-to-exceed amount of \$15,000.00 for the Fishhawk Community Development District.

Mr. Cox advised the Board that the next Board meeting was scheduled for 5:30 p.m. on Tuesday, May 8, 2018.

Mr. Cox reviewed the current action item list and current financials with the Board.

**SIXTH ORDER OF BUSINESS**

**Presentation of Monthly Maintenance Inspection Reports (Continued)**

**1. Aquatics Report**

Mr. Cox presented the monthly aquatics report to the Board. The Board requested that Aquatic Systems provide aquatic planting proposals for the May 8, 2018 Fishhawk CDD meeting.

**2. USDA Trappings Report**

Mr. Cox presented the monthly trapping report to the Board.

**SEVENTH ORDER OF BUSINESS**

**Consent Agenda Items/Business Administration**

Mr. Cox presented the consent agenda that included the minutes of the Board of Supervisors' regular meeting held on March 13, 2018; the Operation and Maintenance Expenditures for February 2018 totaling \$102,556.68 and the monthly Shared Costs report.

On a Motion by Ms. McDougald, seconded by Mr. Crouse, the Board unanimously approved the consent agenda consisting of the minutes of the Board of Supervisors' regular meeting held on March 13, 2018; the Operation and Maintenance Expenditures for February 2018 totaling \$102,556.68 and the monthly Shared Costs report, for the Fishhawk Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Basketball/Tennis Bench Canopies Proposal**

Ms. Crouse presented proposals for the basketball/tennis bench canopies to the Board.

On a Motion by Mr. Coffey, seconded by Ms. McDougald, the Board unanimously approved the Cover-Up Awning proposal for awnings with logos in the amount of \$6,534.00 for the Fishhawk Community Development District.

**NINTH ORDER OF BUSINESS**

**Consideration of Hawk Park Tennis Court Proposals**

Ms. Crouse provided a summary to the Board of the Hawk Park tennis court resurfacing proposals received. The Board tabled the consideration of proposals until June.

Ms. Morrison requested that the Tennis Court resurfacing be added to the Action Item list.

On a Motion by Ms. McDougald, seconded by Mr. Coffey, the Board unanimously approved the proposal to add pickle ball lines to the tennis practice area at Hawk Park with a not-to-exceed amount of \$600.00 and requested staff to procure portable netting, establish a procedure regarding the custody and security of the portable netting and track the use of the netting for the Fishhawk Community Development District.

**TENTH ORDER OF BUSINESS**

**Discussion of Pump Track/Skate Park**

Mr. Craine provided an update to the Board.

**ELEVENTH ORDER OF BUSINESS**

**Discussion of Hockey Rink Maintenance**

The Board discussed and asked Mr. Tim Coffey to take the lead in discussions regarding the possible partnership between the District and NHL organizations for future use and improvements to the Hawk Park hockey rink.

The Board asked Mr. Tim Coffey to coordinate with the Fishhawk Roller Hockey League and Community Director Holly Quigley regarding a request to hold an end-of-season event at the Hawk Park athletic field area for the hockey league in May, 2018.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Merger Agreement**

Mr. Biff Craine reviewed the draft merger agreement with the Board and the Board approved the agreement in its substantial form.

On a Motion by Ms. Morrison, seconded by Mr. Crouse, with three in favor, and Mr. Coffey opposed, the Board approved the merger agreement in substantial form for the Fishhawk Community Development District.

On a Motion by Ms. McDougald, seconded by Mr. Crouse, with all in favor, the Board approved not to have independent counsel review the draft merger agreement for the Fishhawk Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Consideration of Candidates for Vacant Seat #2**

Mr. Mark Debearn of 16940 Falconridge Road introduced himself to the Board.

Mr. Michael Thomas of 16808 Hawkglen Place introduced himself to the Board.

By a show of hands vote the results were as follows:

With the first round of votes:

Mr. Mark Debearn received 1 vote  
Mr. Michael Thomas received 3 votes

On a motion by Mr. Coffey, seconded by Mr. Crouse, the Board appointed Mr. Michael Thomas as Board Supervisor to vacant Seat #2 for the term of 2014-2018 for Fishhawk Community Development District.

Mr. Cox, a notary public in the State of Florida, administered the oath of office to Mr. Michael Thomas for Board Supervisor Seat #2, and Mr. Thomas swore and affirmed to the oath and executed the oath. Mr. Cox informed Mr. Thomas that as a Board Supervisor he is entitled to compensation of \$200.00 per meeting, up to an annual maximum of \$4,800.00 per year. Mr. Thomas agreed to accept the authorized compensation.

**FOURTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2018-03; Designating Officers**

Mr. Crouse nominated Ms. Morrison as Chairman and Mr. Coffey nominated Mr. Crouse as Vice Chairman. There were no other nominations. All remaining supervisors will be designated as assistant secretaries along with Mr. Greg Cox and Mr. Matthew Huber.

On a Motion by Mr. Coffey, seconded by Mr. Crouse the Board unanimously adopted Resolution 2018-03 Designating Officers for the Fishhawk Community Development District.

**FIFTEENTH ORDER OF BUSINESS**

**Consideration of Brandon Sports and Aquatic Center Request**

This item was withdrawn by Brandon Sports.

**SIXTEENTH ORDER OF BUSINESS**

**Supervisor Requests**

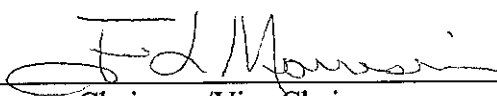
There were no supervisor requests.

**SEVENTEENTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Ms. Morrison, seconded by Mr. Crouse, with all in favor, the Board adjourned the meeting at 8:30 p.m. for Fishhawk Community Development District.

  
Secretary/Assistant Secretary

  
Chairman/Vice Chairman



Phone: 813-251-1115 Fax: 813-253-5821

<b>PROPOSAL</b>	
Date	Proposal #
4/5/2018	6155

Name / Address
FISHHAWK RANCH MELANIE CROUSE 5721 OSPREY RIDGE DR. LITHIA, FL 33547

Frame	EXISTING
Valance	SEE BELOW
Wings	YES
Fabric	SOLID COLOR TBD
Thread	TBD

P.O. No.	Terms	Rep	Project	Phone	Fax	Scallop	SEE BELOW
	Due on receipt	RH		657-6629		Braid	N/A

Qty	Description	Total
1	5702 HAWK PARK BLVD.  ALL LABOR AND MATERIALS TO RECOVER THE FOLLOWING EXISTING AWNINGS:  PLAYGROUND 12' WIDE X 26" DROP X 12' PROJECTION WITH 24" RIGID VALANCE	2,475.00
1	TENNIS COURT 6' WIDE X 22" DROP X 10' PROJECTION WITH 8" SOFT VALANCE WITH STRAIGHT HEM  PLEASE ADD \$175 PER LOGO	900.00

Buyer understands that price does not include engineered drawings or permit fees.

Buyer understands that the material necessary to fill this order is custom made and agrees that this order is not subject to cancellation. Buyer further agrees that Custom Canvas Structures shall not be responsible for loss or delay, due to strikes, lock outs, labor disputes, Acts of God, fires, accidents or other causes, including but not limited to, failure of dependent third parties, beyond its control. Custom Canvas Structures shall not be responsible and hereby disclaims any liability for damage resulting from or defects in materials caused by defects in specifications submitted by Buyer. Custom Canvas Structures, as evidenced by its execution below, or upon commencing performance of the work, it being understood that this instrument upon such acceptance, contains all and the only agreements, between Custom Canvas Structures and that no representatives of Custom Canvas Structures has made any warranties or agreements oral or written, modifying or adding to the terms.

Any alterations involving an extra cost will become an extra charge over and above the amount stated above. Buyer further understands and agrees that if any payments here/or elsewhere set forth is not made in accordance with the terms hereof, late payment service charge will be imposed on all balances ten (10) or more days past due at a periodic rate of 1.5% per month (18% per annum). Custom Canvas Structures, shall have and retain a purchased money security interest under the Uniform Commercial Code of the State of Florida in and to any and all goods, equipment or other items installed or provided by Custom Canvas Structures together with any and all proceeds thereof and Custom Canvas Structures shall have any and all remedies available to a secured party under said Uniform Commercial Code, including the right to remove and repossess any item installed by Custom Canvas Structures. Buyer shall pay all cost of collection including a reasonable attorney's fee and the costs.

<b>Subtotal</b>	\$3,375.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$3,375.00

Buyer understands that the material necessary to fill this order is custom made and agrees that this order is not subject to cancellation.

The buyer hereby accepts Custom Canvas Structures' proposal to furnish all labor and materials necessary to manufacture/install or recover/repair the articles of personal property described above.

Buyer's Signature

Approved: Custom Canvas Structures, Inc

Printed Name \_\_\_\_\_



Phone: 813-251-1115 Fax: 813-253-5821

PROPOSAL	
Date	Proposal #
4/5/2018	6156

Name / Address
FISHHAWK RANCH MELANIE CROUSE 5721 OSPREY RIDGE DR. LITHIA, FL 33547

Frame	EXISTING
Valance	SEE BELOW
Wings	YES
Fabric	SOLID COLOR TBD
Thread	TBD

P.O. No.	Terms	Rep	Project	Phone	Fax	Scallop	SEE BELOW
	Due on receipt	RH		657-6629		Braid	N/A

Qty	Description	Total
1	5721 OSPREY RIDGE DR.  ALL LABOR AND MATERIALS TO RECOVER THE FOLLOWING EXISTING AWNINGS: CLUBHOUSE 12' WIDE X 26" DROP X 12' PROJECTION WITH 24" RIGID VALANCE PRICE INCLUDES REPAIRING FRAME AS NEEDED PLEASE ADD \$175 PER LOGO	2,950.00
2	TENNIS COURT 6' WIDE X 24" DROP X 3'-10" PROJECTION WITH 8" SOFT VALANCE WITH STRAIGHT HEM PRICE INCLUDES RAISING FRAME TO 6'-8" CLEAR HEIGHT	1,950.00

Buyer understands that price does not include engineered drawings or permit fees.

Buyer understands that the material necessary to fill this order is custom made and agrees that this order is not subject to cancellation. Buyer further agrees that Custom Canvas Structures shall not be responsible for loss or delay, due to strikes, lock outs, labor disputes, Acts of God, fires, accidents or other causes, including but not limited to, failure of dependent third parties, beyond its control. Custom Canvas Structures shall not be responsible and hereby disclaims any liability for damage resulting from or defects in materials caused by defects in specifications submitted by Buyer. Custom Canvas Structures, as evidenced by its execution below, or upon commencing performance of the work, it being understood that this instrument upon such acceptance, contains all and the only agreements, between Custom Canvas Structures and that no representatives of Custom Canvas Structures has made any warranties or agreements oral or written, modifying or adding to the terms.

Any alterations involving an extra cost will become an extra charge over and above the amount stated above. Buyer further understands and agrees that if any payments here/or elsewhere set forth is not made in accordance with the terms hereof, late payment service charge will be imposed on all balances ten (10) or more days past due at a periodic rate of 1.5% per month (18% per annum). Custom Canvas Structures, shall have and retain a purchased money security interest under the Uniform Commercial Code of the State of Florida in and to any and all goods, equipment or other items installed or provided by Custom Canvas Structures together with any and all proceeds thereof and Custom Canvas Structures shall have any and all remedies available to a secured party under said Uniform Commercial Code, including the right to remove and repossess any item installed by Custom Canvas Structures. Buyer shall pay all cost of collection including a reasonable attorney's fee and the costs.

<b>Subtotal</b>	\$4,900.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$4,900.00

Buyer understands that the material necessary to fill this order is custom made and agrees that this order is not subject to cancellation.

The buyer hereby accepts Custom Canvas Structures' proposal to furnish all labor and materials necessary to manufacture/install or recover/repair the articles of personal property described above.

Buyer's Signature

Printed Name \_\_\_\_\_

Approved: Custom Canvas Structures, Inc