

## South Fork Community Development District

- Kelly Barr
- David Lowrie
- Jason Amato
- Patrick Barr
- Nick Bozzuto
- Mark Vega, District Manager
- John Vericker, District Counsel
- Robert Dvorak, District Engineer

### Regular Meeting Agenda

Tuesday, May 9, 2023 – 6:45 p.m.

### Workshop

Tuesday, May 9, 2023 – 7:15 p.m.

#### 1. Roll Call

#### 2. Audience Comments

#### 3. Consent Agenda

- A. Approval of the Minutes of the April 11, 2023 Meeting P. 2
- B. Acceptance of March 2023 Financial Report P. 4

#### 4. Staff Reports

- A. Attorney
- B. Engineer
- C. District Manager
  - i. Report on Number of Registered Voters (1,359) P. 11
  - ii. Waterway Inspection Report - April 2023 P. 12
  - iii. Consideration of Solitude Lake Management Pond 3 Removal Proposal \$3,575 P. 20
  - iv. Consideration of Solitude Lake Management Pond 5 Water Testing \$500.00 P. 27

#### 5. Supervisors' Requests

#### 6. Adjournment

Note: The next meeting is scheduled for Tuesday June 13, 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, April 11, 2023 at 6:45 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

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**

**Consent Agenda**

**A. Approval of the Minutes of the March 14, 2023 Meeting**

**B. Acceptance of February 2023 Financial Report**

**C. Acceptance of the First Quarter Website Audit for Fiscal Year 2023**

On MOTION by Ms. Barr seconded by Mr. Lowrie with all in favor the Consent Agenda consisting of the Minutes of the March 14, 2023 Meeting was approved as presented February 2023 Financial Report was approved as presented and the First Quarter Website Audit for Fiscal Year 2023 was accepted. 4-0
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**FOURTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

None.

**B. Engineer**

None.

**C. District Manager**

**i. Acceptance of the Waterway Inspection Report - March 2023**

The Board reviewed the Waterway Inspection Report.

**ii. Acceptance of the Fiscal Year 2022 Final Audit Report**

On MOTION by Ms. Barr seconded by Mr. Amato with all in favor the Fiscal Year 2022 Final Audit Report was accepted. 4-0

**iii. Consideration of Pond Evaluation by Advanced Aquatics**

This item was present to the Board.

**iv. Discussion of Proposed Aquatic Contract with Premier Lakes**

This item was present to the Board.

**v. Discussion of Insurance Claim**

On MOTION by Mr. Barr seconded by Ms. Barr with all in favor to the Insurance Claim offer from the General was accepted. 4-0

**FIFTH ORDER OF BUSINESS**

None.

**Supervisors' Requests**

**SIXTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Lowrie seconded by Mr. Amato with all in favor the meeting was adjourned at 7:32 p.m. 4-0.

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Mark Vega, Secretary

**South Fork  
Community Development District**

*Financial Report*

*March 31, 2023*

**Prepared by:**



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**South Fork  
Community Development District**

**Financial Statements**

**(Unaudited)**

**March 31, 2023**

**Balance Sheet**  
March 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<b><u>ASSETS</u></b>			
Cash - Checking Account	\$ 140,400	\$ -	\$ 140,400
Due From Other Funds	-	3,827	3,827
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)	-	220,296	220,296
Revenue Fund (A-2)	-	91,280	91,280
Revenue Fund (A-3)	-	170,616	170,616
Deposits	4,808	-	4,808
<b>TOTAL ASSETS</b>	<b>\$ 145,208</b>	<b>\$ 561,358</b>	<b>\$ 706,566</b>
<b><u>LIABILITIES</u></b>			
Accounts Payable	\$ 2,435	\$ -	\$ 2,435
Other Current Liabilities	10,000	-	10,000
Due To Other Funds	3,827	-	3,827
<b>TOTAL LIABILITIES</b>	<b>16,262</b>	<b>-</b>	<b>16,262</b>
<b><u>FUND BALANCES</u></b>			
<b>Nonspendable:</b>			
Deposits	4,808	-	4,808
<b>Restricted for:</b>			
Debt Service	-	561,358	561,358
<b>Unassigned:</b>	124,138	-	124,138
<b>TOTAL FUND BALANCES</b>	<b>\$ 128,946</b>	<b>\$ 561,358</b>	<b>\$ 690,304</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 145,208</b>	<b>\$ 561,358</b>	<b>\$ 706,566</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
<b><u>REVENUES</u></b>					
Interest - Investments	\$ 125	\$ 63	\$ -	\$ (63)	0.00%
Interest - Tax Collector	-	-	260	260	0.00%
Special Assmnts- Tax Collector	305,814	305,814	294,747	(11,067)	96.38%
Special Assmnts- Discounts	(12,233)	(12,233)	(11,693)	540	95.59%
Access Cards	-	-	25	25	0.00%
<b>TOTAL REVENUES</b>	<b>293,706</b>	<b>293,644</b>	<b>283,339</b>	<b>(10,305)</b>	<b>96.47%</b>
<b><u>EXPENDITURES</u></b>					
<b><u>Administration</u></b>					
P/R-Board of Supervisors	25,836	12,918	12,918	-	50.00%
ProfServ-Engineering	15,000	7,500	3,820	3,680	25.47%
ProfServ-Field Management	16,710	8,355	8,355	-	50.00%
ProfServ-Legal Services	7,500	3,750	1,288	2,462	17.17%
ProfServ-Mgmt Consulting	37,106	18,553	18,553	-	50.00%
ProfServ-Trustee Fees	3,717	3,717	4,041	(324)	108.72%
Auditing Services	2,300	2,300	3,000	(700)	130.43%
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	900	-	900	0.00%
Misc-Bank Charges	75	38	-	38	0.00%
Misc-Assessment Collection Cost	6,116	6,116	5,661	455	92.56%
Misc-Contingency	-	-	1,288	(1,288)	0.00%
Annual District Filing Fee	175	175	175	-	100.00%
<b>Total Administration</b>	<b>125,652</b>	<b>73,639</b>	<b>67,710</b>	<b>5,929</b>	<b>53.89%</b>
<b><u>Electric Utility Services</u></b>					
Utility - General	9,960	4,980	6,160	(1,180)	61.85%
Electricity - Streetlights	11,760	5,880	11,225	(5,345)	95.45%
<b>Total Electric Utility Services</b>	<b>21,720</b>	<b>10,860</b>	<b>17,385</b>	<b>(6,525)</b>	<b>80.04%</b>
<b><u>Flood Control/Stormwater Mgmt</u></b>					
Contracts-Aquatic Control	12,158	6,079	6,261	(182)	51.50%
R&M-Lake	5,000	2,500	-	2,500	0.00%
<b>Total Flood Control/Stormwater Mgmt</b>	<b>17,158</b>	<b>8,579</b>	<b>6,261</b>	<b>2,318</b>	<b>36.49%</b>
<b><u>Other Physical Environment</u></b>					
Contracts-Landscape	89,091	44,546	43,746	800	49.10%
Contracts-Mulch	2,500	1,250	-	1,250	0.00%
Insurance - Property	806	806	-	806	0.00%
R&M-Renewal and Replacement	16,605	8,303	2,800	5,503	16.86%
R&M-Irrigation	2,000	1,000	-	1,000	0.00%
R&M-Walls and Signage	250	125	5,880	(5,755)	2352.00%
Capital Outlay	-	-	8,199	(8,199)	0.00%
Reserve - Irrigation/Landscape	250	-	-	-	0.00%
Reserve-Signs/Monuments/Fences	250	-	-	-	0.00%
<b>Total Other Physical Environment</b>	<b>111,752</b>	<b>56,030</b>	<b>60,625</b>	<b>(4,595)</b>	<b>54.25%</b>



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
<b>Field</b>					
ProfServ-Wildlife Management Service	6,000	3,000	2,450	550	40.83%
Contracts-Security Services	11,424	5,712	4,762	950	41.68%
<b>Total Field</b>	<b>17,424</b>	<b>8,712</b>	<b>7,212</b>	<b>1,500</b>	<b>41.39%</b>
<b>TOTAL EXPENDITURES</b>	<b>293,706</b>	<b>157,820</b>	<b>159,193</b>	<b>(1,373)</b>	<b>54.20%</b>
Excess (deficiency) of revenues					
Over (under) expenditures	-	135,824	124,146	(11,678)	0.00%
Net change in fund balance	\$ -	\$ 135,824	\$ 124,146	\$ (11,678)	0.00%
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>4,800</b>	<b>4,800</b>	<b>4,800</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 4,800</b>	<b>\$ 140,624</b>	<b>\$ 128,946</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
<b><u>REVENUES</u></b>					
Interest - Investments	\$ 150	\$ 75	\$ 3,474	\$ 3,399	2316.00%
Special Assmnts- Tax Collector	327,561	327,561	315,706	(11,855)	96.38%
Special Assmnts- Discounts	(13,102)	(13,102)	(12,524)	578	95.59%
<b>TOTAL REVENUES</b>	<b>314,609</b>	<b>314,534</b>	<b>306,656</b>	<b>(7,878)</b>	<b>97.47%</b>
<b><u>EXPENDITURES</u></b>					
<b><u>Administration</u></b>					
Misc-Assessment Collection Cost	6,551	6,551	6,064	487	92.57%
<b>Total Administration</b>	<b>6,551</b>	<b>6,551</b>	<b>6,064</b>	<b>487</b>	<b>92.57%</b>
<b><u>Debt Service</u></b>					
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%
<b>Total Debt Service</b>	<b>296,731</b>	<b>56,325</b>	<b>56,324</b>	<b>1</b>	<b>18.98%</b>
<b>TOTAL EXPENDITURES</b>	<b>303,282</b>	<b>62,876</b>	<b>62,388</b>	<b>488</b>	<b>20.57%</b>
Excess (deficiency) of revenues Over (under) expenditures	11,327	251,658	244,268	(7,390)	2156.51%
<b><u>OTHER FINANCING SOURCES (USES)</u></b>					
Contribution to (Use of) Fund Balance	11,327	-	-	-	0.00%
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>11,327</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
Net change in fund balance	\$ 11,327	\$ 251,658	\$ 244,268	\$ (7,390)	2156.51%
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>317,090</b>	<b>317,090</b>	<b>317,090</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 328,417</b>	<b>\$ 568,748</b>	<b>\$ 561,358</b>		



*Craig Latimer*  
**Supervisor of Elections**

Our Vision: To be the best place in America to vote

April 21, 2023

To whom it may concern,

As per F.S. 190.006, you'll find the number of qualified registered electors for your Community Development District as of April 15, 2023, listed below.

Community Development District	Number of Registered Electors
South Fork	1359

We ask that you respond to our office with a current list of CDD office holders by **June 1<sup>st</sup>** and that you update us throughout the year if there are changes. This will enable us to provide accurate information to potential candidates during filing and qualifying periods.

Please note it is the responsibility of each district to keep our office updated with current district information. If you have any questions, please do not hesitate to contact me at (813) 384-3944 or [ewhite@votehillsborough.gov](mailto:ewhite@votehillsborough.gov).

Respectfully,

Enjoli White  
Senior Candidate Services Manager



# SOLITUDE

LAKE MANAGEMENT



## South Fork CDD Waterway Inspection Report

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**Reason for Inspection:** Scheduled-recurring

**Inspection Date:** 2023-03-31

**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  
Multiple Tilapia holes observed in site, minor shoreline weeds present.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

2

**Comments:**

Treatment in progress  
Routine growth of algae around parts of the site and some trash noted within the pond. Will be treated and collected on next routine visit.



**Action Required:**

Routine maintenance next visit

**Target:**

Surface algae

3

**Comments:**

Treatment in progress  
Littoral shelf of Cattails dying off more and some Primrose seen in site. Minor parts of algae around site and more trash.



**Action Required:**

Routine maintenance next visit

**Target:**

Surface algae

4

**Comments:**

Site looks good  
Open water looks good, healthy growth of lilies and minor growth of shoreline weeds.



**Action Required:**

Routine maintenance next visit

**Target:**

Torpedograss

5

**Comments:**

Treatment in progress  
Couple foot band of algae around the site. Tech just recently applied a submersed vegetation treatment at the site.



**Action Required:**

Routine maintenance next visit

**Target:**

Submersed vegetation

6

**Comments:**

Normal growth observed  
Patches of algae around the site along with some trash and shoreline weeds.



**Action Required:**

Routine maintenance next visit

**Target:**

Surface algae

## Site: 7

### Comments:

Normal growth observed  
Minor growth of algae present in the site. Open water looks good.

### Action Required:

Routine maintenance next visit

### Target:

Surface algae



## Site: 8, 9

### Comments:

Treatment in progress  
Site 8 has some algae growth around the perimeter and site 9 has some shoreline weeds and some patches of algae.

### Action Required:

Routine maintenance next visit

### Target:

Species non-specific



## Site: 10, 11

### Comments:

Treatment in progress  
Site 10 grate was still broken, pond looks good, minor growth of algae. Site 11 has low water level and 30% covered in algae, will be treated on routine visits.

### Action Required:

Routine maintenance next visit

### Target:

Surface algae





Site: 12, 13

## Comments:

Treatment in progress

Site 12 looks pretty good, minor spots of algae seen in the site and trash around the eastern end of site. Site 13 littoral looks good, open water looks good, minor shoreline weeds.

## Action Required:

Routine maintenance next visit

## Target:

Species non-specific



## Management Summary

The waterway inspection for South Fork CDD was completed on April 26th, 2023 for all sites.

Site 1: Multiple Tilapia holes observed in site, minor shoreline weeds present.

Site 2: Routine growth of algae around parts of the site and some trash noted within the pond. Will be treated and collected on next routine visit.

Site 3: Littoral shelf of Cattails dying off more and some Primrose seen in site. Minor parts of algae around site and more trash.

Site 4: Open water looks good, healthy growth of lilies and minor growth of shoreline weeds.

Site 5: Couple foot band of algae around the site. Tech just recently applied a submersed vegetation treatment at the site.

Site 6: Patches of algae around the site along with some trash and shoreline weeds.

Site 7: Minor growth of algae present in the site. Open water looks good.

Site 8/9: Site 8 has some algae growth around the perimeter and site 9 has some shoreline weeds and some patches of algae.

Site 10/11: Site 10 grate was still broken, pond looks good, minor growth of algae. Site 11 has low water level and 30% covered in algae, will be treated on routine visits.

Site 12/13: Site 12 looks pretty good, minor spots of algae seen in the site and trash around the eastern end of site. Site 13 littoral looks good, open water looks good, minor shoreline weeds.

After the meeting on the 26th there are several spots that need trash to be addressed (most notably sites 12, 13, and 3) and a couple sites need to be addressed for algae (sites 11, 12, 5). There was a recent submersed vegetation treatment after speaking with the tech at site 5 and as discussed we will keep that drainage area treated and cleared (new site 15) for proper flow of water.

Wildlife Observed: Ibis, Ducks, Gallinule, Turtles

Water Clarity: 1' - 3'

Thank you for choosing SOLitude Lake Management!

# South Fork CDD Waterway Inspection Report

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

**SOLITUDE**  
LAKE MANAGEMENT  
A Rentokil Company  
Restoring Balance. Enhancing Beauty.

**South Fork CDD**  
Riverview, FL

Call 888.480.LAKE



PJS 1/2020

## **SERVICES CONTRACT**

CUSTOMER NAME: South Fork CDD  
SUBMITTED TO: Mark Vega  
CONTRACT DATE: May 1, 2023  
SUBMITTED BY: Jason Jaszczak  
SERVICES: Pond 3 Removal

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 total fee for services is **\$3,575.00.**

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. 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 fee above. Customer agrees to pay all invoices within thirty (30) days of invoice 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. Company 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 the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

**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.



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. Oftentimes 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.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

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.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients 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.



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.
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.
12. **FUEL/TRANSPORTATION SURCHARGE.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
13. **E-Verify.** Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

South Fork CDD

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Printed 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**

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## **SCHEDULE A - SERVICES**

### **Pond 3- Cut out, remove and haul away the cattails within pond 3.**

#### **Permitting (when applicable):**

1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

#### **Customer Responsibilities (when applicable):**

1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

#### **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 prescriptive site-specific water quality management 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

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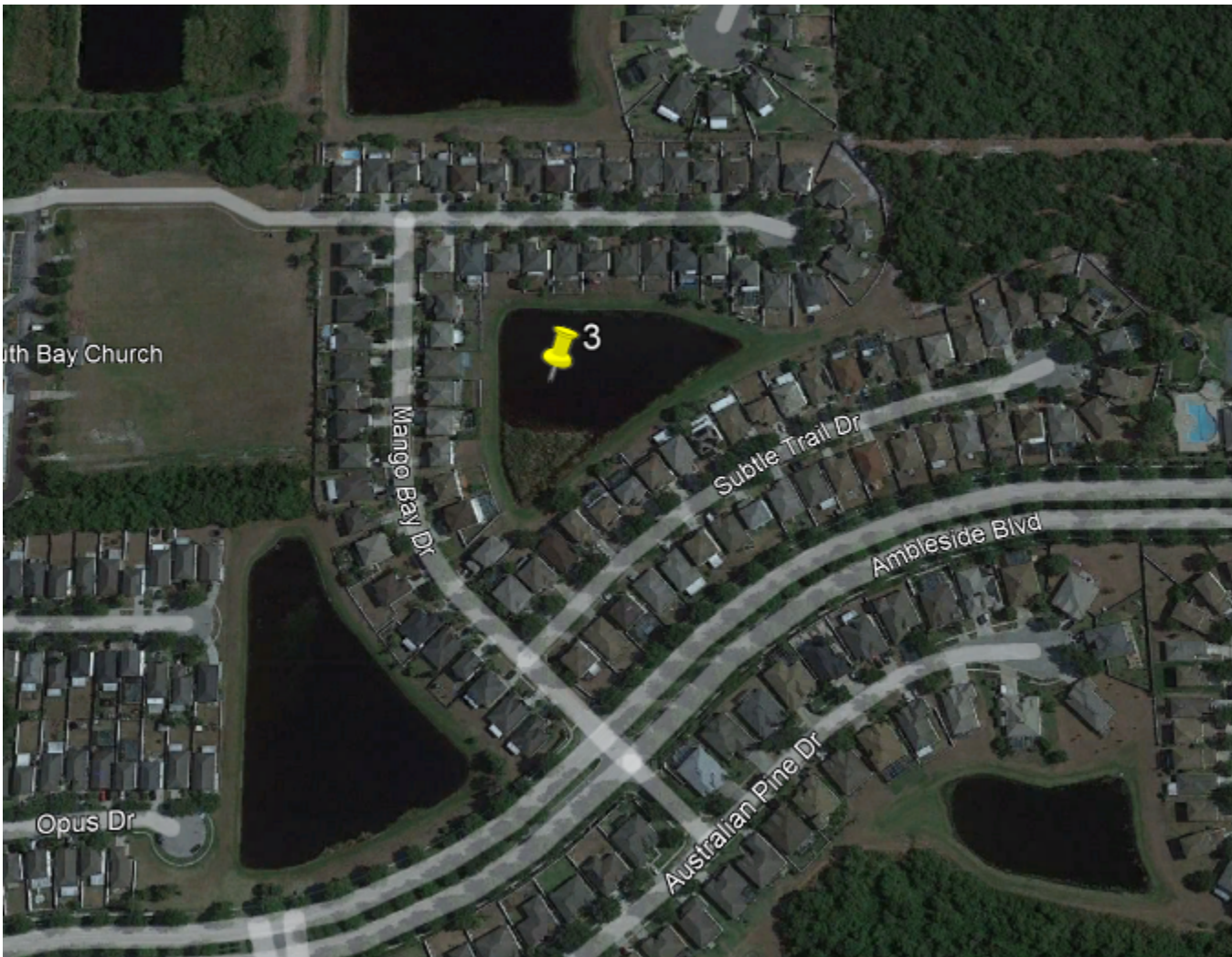




quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

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 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 furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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## **SERVICES CONTRACT**

CUSTOMER NAME: South Fork CDD  
SUBMITTED TO: Mark Vega  
CONTRACT DATE: May 1, 2023  
SUBMITTED BY: Jason Jaszczak  
SERVICES: Pond 5 Water Testing

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 total fee for services is **\$500.00**.

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. 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 fee above. Customer agrees to pay all invoices within thirty (30) days of invoice 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. Company 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 the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

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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. Oftentimes 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.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

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.

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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.
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.
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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

South Fork CDD

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Remit All Payments to:**

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## **SCHEDULE A - SERVICES**

### **Water Wellness Check**

- Testing included:
  - Surface sample analysis for the following
    - Dissolved oxygen, total phosphorus, total alkalinity, pH, conductivity, and turbidity
- Specialized Equipment: Not Applicable
- A formal report will be provided along with recommendations to improve overall waterbody condition

### **Permitting (when applicable):**

1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
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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 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.
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