

# **Subsection 7J**

## **Aquatics Proposals**

**CELEBRATION CDD**  
*Aquatic RFP Price Summary*

| <b>Firm listed alphabetically</b> | <b>Monthly Fee</b> | <b>Annual Fee</b>   | <b>Aeration Maintenance,<br/>Annual</b>                | <b>Wetland Maintenance,<br/>Annual</b> | <b>One-Time Service to<br/>Correct Conditions</b> |
|-----------------------------------|--------------------|---------------------|--|--|---|
| <b>Aquatic Weed Control</b>       | <b>\$13,900.00</b> | <b>\$166,800.00</b> | <b>separate WA, TBD</b>                                | <b>\$43,500.00</b>                     |   |
| <b>Crosscreek Environmental</b>   | <b>\$10,930.00</b> | <b>\$131,160.00</b> | <b>\$3,800.00</b>                                      |  |   |
| <b>Estate Management Services</b> | <b>\$18,240.00</b> | <b>\$218,880.00</b> | <b>\$135/system (up to 4),<br/>\$198.50/hr T&amp;M</b> |  |   |
| <b>Premier Lakes</b>              | <b>\$11,000.00</b> | <b>\$132,000.00</b> | <b>\$3,600.00</b>                                      |  | <b>\$10,000.00</b>                                |
| <b>SOLitude Lake Management</b>   | <b>\$10,125.00</b> | <b>\$121,500.00</b> | <b>included</b>  |  |   |
| <b>TopWater Environmental</b>     | <b>\$10,455.00</b> | <b>\$125,460.00</b> | <b>separate WA, TBD</b>                                |  |   |



# Aquatic Weed Control, Inc.

Your **CLEAR** choice in waterway management since 1992.

Orlando • Tampa • Fort Myers • Daytona Beach  
407-859-2020 • 800-543-6694 • [www.AquaticWeedControl.net](http://www.AquaticWeedControl.net)





## We are Aquatic Weed Control, Inc.

Established in Orlando in 1992 to provide cost-effective, innovative ways to solve aquatic vegetation problems. Our diverse fleet of equipment and trained staff are ready to serve our clients from four locations; Orlando, Daytona Beach, Tampa and Fort Myers.



### OUR SERVICES

- Algae and aquatic weed control
- Planting of native plants and trees
- Exotic vegetation control and wetland restoration
- Grass Carp stocking and custom barrier installation
- Mechanical vegetation removals
- Ongoing maintenance programs



### OUR CLIENTS

- Home Owners Associations
- Condominium and Apartment Complexes
- Property Management Companies
- Office and Industrial Parks
- Hospitals to Hotels
- Golf Courses to Amusement Parks
- Businesses of all sizes
- Developers and Construction Companies
- Environmental Consultant Firms
- County, City and State agencies





# LAKE MANAGEMENT & WEED CONTROL



BEFORE



AFTER



All waterways – ponds, lakes, canals – are susceptible to bad nutrients that accelerate the growth of algae, weeds and other undesirable vegetation. These bad nutrients enter the water via street drainage, lawn clippings and runoff from fertilized lawns. Additionally, weeds can get into waterways from seeds carried by the wind, birds, boat trailers, etc.

Even though some algae and aquatic weeds are a necessary part of a healthy ecosystem, too much is not a good thing. Algae can be especially troublesome, as it is present all year in Florida and thrives during the warmer months. We offer a variety of ways to work within our customers timeframe and budget to keep algae, weeds and other undesirable vegetation under control, including:

- **EPA APPROVED HERBICIDES**

Applied by our State Licensed Applicators utilizing our specialized application equipment.

- **RESOURCES**

We have backpacks to ATVs and air boats to swamp buggies. We have the staff, equipment and resources to do the job right.

- **PHYSICAL REMOVALS**

This method is quick and effective, performed by hand crews on small projects and specialized machinery on larger projects.

- **MAINTENANCE PROGRAMS**

Provides reoccurring applications to keep undesirable vegetation under control and in proper balance with nature.

- **GRASS CARP**

A great compliment to any maintenance program because they continually feed on aquatic plants.



## CERTIFICATION & LICENSES

Our trained professional staff maintain licenses in:

- Florida Commercial Aquatic Plant Management
- Florida Natural Areas Weed Management
- Florida Right-of-Way Vegetation Management
- CSX Railroad Certified Contractor
- Certified Department of Environmental Protection, Stormwater Inspectors
- Department of Environmental Protection, Best Management Practices Certification



# REMOVAL OF UNWANTED VEGETATION

Unwanted vegetation, especially exotic and non-native plants, have become a nuisance in Florida's waterways. They can be found in just about any size body of water, where they quickly crowd out native plants. Some of these unwanted plants can grow so large they clog waterways and even block views.

AWC has the experience, equipment and knowledge to eliminate the most common types of unwanted vegetation.

## SHORELINE REMOVALS

In just a few days we can restore the beauty of your waterway, protecting your water view and your property value.

## RETENTION POND CLEANUP

These ponds are designed to catch stormwater runoff. The more weeds you have, the less water it can hold. AWC can remove sediment build up and muck, restoring your retention pond to its properly functioning state.



## EXOTIC TREE REMOVAL

Melaleuca and Brazilian Pepper trees are just two examples of exotic trees that have become problem trees in Florida. Our trained staff can quickly and positively identify nuisance plants, and remove them with minimal impact on neighboring native plants. Whether we're dealing with just a few trees or large-scale acreage, we can get rid of the trees and remove debris from the worksite, quickly and efficiently.





# PLANTING OF NATIVE PLANTS AND TREES

Because native plants compete with algae and undesirable plants for nutrients and sunlight, they can be very important weed controlling agents.

Introducing native plants and trees into an area is an excellent way to mitigate, or offset, undesirable ecological factors. State and county governments also may require mitigation for environmental reasons including:

- **Wetland impacted by development**
- **Preserving the ecosystem**
- **Filtering and gathering nutrients**
- **Shoreline stabilization**
- **Improving aesthetics**



Successful mitigation starts with an on-site inspection by one of our highly experienced staff. We also look at the size of the area and key access points, along with soil conditions before making any plant recommendations. We select quality plants and install them properly to ensure success.



## PLANTING NATIVE PLANTS

These act as a natural water filter and compete with algae and undesirable vegetation for the available nutrients in the water. Plants like Blueflag Iris, Arrowhead, Pickerel Weed and more can be added at the shoreline to soak up any unwanted nutrients and add a natural look to the shoreline. Native plants also help to oxygenate the water and provide food and protection for fish and waterfowl







# FISH STOCKING

## GRASS CARP STOCKING

A healthy addition to waterway management, Triploid Grass Carp are proven effective in controlling undesirable aquatic plant growth. They're inexpensive and have a huge appetite for problem plants such as hydrilla, muskgrass, pond weed, duckweed and others.

We use state-approved Triploid Grass Carp that will not reproduce. The bigger the carp get, the more they can eat and they are on the job 24/7. We can size up your waterway and determine the right number of fish that are needed to control the targeted vegetation.

## CUSTOM CARP BARRIERS

To prevent carp from escaping from ponds that have overflow areas, we design and build our custom barriers which are required by the state to be placed in possible escape areas.

## BLUE TILAPIA STOCKING

Blue Tilapia thrive in our warm, tropical climate and love to eat algae. We can add them to retention pond(s) where they work in partnership with your spray technician to control plants like duckweed, watermeal, water hyacinth, water lettuce and most of all algae. These fish do not require a permit or a barrier, as they are only put into isolated ponds.



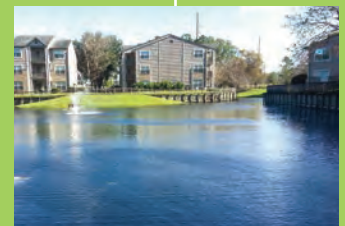
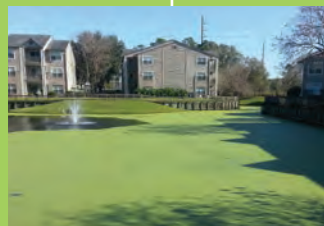
# LAKE MANAGEMENT IN ACTION

There are literally thousands of unwanted plants and every waterway is different. AWC gets results for our clients. Your choice is *CLEAR*.

AZOLLA



DUCKWEED





# WETLAND RESTORATION

Wetland and other water resources are an important part of a functioning ecosystem. In addition to providing food, nesting and protection for fish and wildlife, Florida's natural wetlands store floodwaters, improve water quality and maintain water flow during the dry season.

To compensate for losses to a wetland area, another wetland can be enhanced, restored or created.

Our experienced staff is always ready to work closely with our clients to restore an area as closely as possible to natural conditions by means of:

## RESTORATION

Wetlands can become infested with non-native plants that can completely take over an area and destroy the habitat. We can begin to restore a wetland by physically removing all non-native plants leaving a natural ecosystem.

## PLANTING

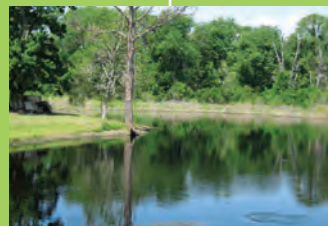
Once harmful non-native plants have been cleared, AWC will plant beneficial plants to help restore the land to its original purpose and functionality.

## MITIGATION AND MAINTENANCE

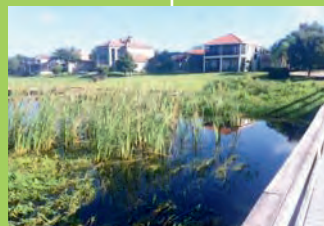
It's important to keep a wetland from being invaded by non-native plants. Maintenance programs provided by our trained staff will ensure that your wetland will remain healthy and in regulatory compliance year after year.

At Aquatic Weed Control, Inc, we are committed to the success of every project. We work with our clients, governmental agencies and environmental consulting firms to ensure success for all of our clients.

SCIRPUS



CATTAIL





# WE ARE AQUATIC WEED CONTROL, INC.

AWC is proud to be Florida owned and operated since 1992. Our employees, in the office and in the field, truly care about each customer and strive to meet and exceed the customer's expectations daily. You can expect your calls to be answered by a live person who is eager to assist. Our courteous and knowledgeable field staff members aim for excellence. We are dedicated to the highest quality of customer service in our industry.

Teamwork is a vital part of our success. Our customers trust AWC for a wide range of environmental services. Likewise, we're proud to work closely with our customers. We want to know their needs and make them a reality. We take the time to develop a program that suits each customer's unique needs. That is how we have built relationships that last since 1992.



BBB Rating: A+



Your **CLEAR** choice in waterway management since 1992.

Orlando • Tampa • Fort Myers • Daytona Beach

407-859-2020 • 800-543-6694

[www.AquaticWeedControl.net](http://www.AquaticWeedControl.net)





# Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

---

## Company Overview

AWC was founded based on providing cost-effective and innovative ways to solve complex vegetation management problems and to provide quality pond maintenance management and algae control for the private sector and public alike. Our goal is to provide positive and friendly employee/client interaction and to function as an extension of the client's staff, with open lines of communication and managing the waterways in the most effective manner.

AWC is a thirty-two-year-old Pond Maintenance- Algae and Aquatic weed control and wetland management company providing services throughout Central Florida. We have 4 established service locations; Orlando, Daytona, Tampa and Fort Myers from which we service our customers. Since our establishment as an Aquatic Weed Control firm in 1992, we have expanded our services to include exotic vegetation eradication with herbicides, ongoing natural area maintenance and re-vegetation with native plants in addition to our core service which is aquatic vegetation control for retention ponds and the like. Over the years our employee base has grown to approximately 40 full-time employees. Our diverse customer base has expanded to over 1,000 clients including homeowner's associations, local and state government, developers, builders, consultants, utilities, golf courses, management companies, CDD's etc.

AWC maintains one of the most diverse inventories of specialized equipment in the lake and wetland restoration industry. We maintain airboats 14'-16', spray boats 12'-19', 4x4 Kawasaki Mules, 4x4 Polaris Rangers, 4x4 Polaris ATV's, etc. All our vehicles are white 4-wheel drives and display the company name and phone number for easy identification in the field.

Clearly stated, the AWC team can provide an environmentally sound, cost effective and innovative approach to exotic/ nuisance vegetation management control for the waterways associated with your company. We are Florida's choice for great results with offices in Orlando, Daytona Tampa, Fort Myers, and significant resources along with the necessary expertise to successfully maintain your waterways and Wetlands.

Sincerely,  
Chad Inscho



# Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

**THIS AGREEMENT** made the date set forth below, by and between **Aquatic Weed Control, Inc.** hereinafter called "**AWC**", and

**Celebration CDD**  
**1313 Campus Street**  
**Celebration, Florida 34787**  
**Angel, Phone, 813-576-9748**

One Year: 5/1/24-4/30/25\*

Hereinafter called "**CUSTOMER**". The parties hereto agree as follows:

**AWC** agrees to maintain the following waterway(s)/treatment area(s) in accordance with the terms and conditions of this agreement.

**57 Ponds 2, ditches & 17 littorals (approx. 3.5 acres) associated with Celebration CDD**

**CUSTOMER** agrees to pay **AWC** in the following amount and manner:

- Shoreline grass and brush control \$ 13,900.00 (monthly)
- Submersed and floating vegetation control \$ Included
- Periodic Dissolved Oxygen testing as required by **AWC** \$ Included
- Pond Dye as required by AWC on a as needed basis \$ Included
- Small Trash and Litter removal \$ Included
- Additional treatments as required by **AWC** \$ Included
- A monthly report of all waterways treated \$ Included

Total monthly investment **\$ 13,900.00**

Scheduled treatments /inspections will be provided 6 times per month.

Payments for this service will be made in equal and consecutive monthly installments, each due within 30 days of the invoice date. Unpaid invoices will accrue interest at 1.5% per month.

**AWC** maintains 2 million dollars general liability, 1 million dollars commercial auto, professional liability, pollution liability, herbicide/pesticide operations, workers compensation and 5 million dollars excess umbrella. Certificates will be provided upon request.

## ACCEPTANCE OF AGREEMENT

**Chad Inscho 4/12/24**

\_\_\_\_\_  
**Aquatic Weed Control, Inc.**

\_\_\_\_\_  
**Customer's Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Company Name**



# Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

---

## **Addendum to Water Management Agreement**

1. AWC's Water Management Agreement will be conducted in a manner consistent with good water management practice utilizing the following methods and techniques when applicable: Periodic treatments to maintain reasonable control of excessive growth of aquatic vegetation. CUSTOMER understands that some vegetation is required in any body of water to maintain a balanced aquatic ecological system.
2. It is CUSTOMER'S responsibility to notify AWC of all work areas that are required mitigation areas in which desirable plants have been installed. AWC assumes no responsibility for damaged plants where CUSTOMER has failed to notify AWC.
3. Price quoted is null and void if not signed and returned within 30 days of proposal date.
4. Water use restrictions after treatment are not often required. When restrictions are required, AWC will notify CUSTOMER in writing of all restrictions that apply. AWC will not be held liable for damages resulting from CUSTOMER'S failure to follow water use restrictions.
5. AWC will not be responsible for the manual removal of dead vegetation such as cattails and grass which may take several seasons to decompose.
6. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in the performance of any obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or other cause beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
7. \* Upon the anniversary date, this agreement will be automatically extended for additional twelve (12) month periods unless CUSTOMER provides written notice stating otherwise.
8. Either party may cancel this agreement with 30 days prior written notice. Upon cancellation, all outstanding balances will be due in full. CUSTOMER agrees to notify AWC in writing prior to any changes in ownership or property management. Changes in ownership or property management will not constitute termination of this agreement.
9. AWC agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of AWC; however, AWC shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause beyond our control.
10. CUSTOMER agrees to pay AWC in a timely manner, consistent with the terms and conditions of this agreement. Should CUSTOMER fail to make timely payments, AWC may, at its option, charge interest, impose a collection charge and/or file a mechanics lien for all monies past due plus interest, collection costs and reasonable attorney's fees.
11. CUSTOMER agrees to pay any government imposed tax including sales tax.

## **ACCEPTANCE OF ADDENDUM**

**Chad Inscho 4/12/24**

\_\_\_\_\_  
**Aquatic Weed Control, Inc.**

\_\_\_\_\_  
**Customer's Signature**

\_\_\_\_\_  
**Date**





# Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

---

**THIS AGREEMENT** made the dates set forth below, by and between **Aquatic Weed Control, Inc.** hereinafter "**AWC**", and

**Celebration CDD**  
**1313 Campus Street**  
**Celebration, Florida 34787**  
**Angel, Phone, 813-576-9748**

One Year: 5/1/24-4/30/25\*

hereinafter called "**CUSTOMER**". The parties agree to as follows:

**AWC** agrees to provide the following wetland maintenance services at the following locations: **Celebration CDD- 9 wetlands (approx. 23 acres).**

- 1) Bimonthly chemical/manual treatments to control nuisance and exotic species.
- 2) Selective spot spraying to avoid impacting native vegetation.
- 3) Provide chemical treatment with aquatic approved herbicides supervised by state licensed natural area applicators.
- 4) Provide a written treatment report after each visit detailing application date, time, plants treated, applicators name and overall site conditions.
- 5) **CUSTOMER** agrees to pay **AWC** in the following amount and manner:

Initial Treatment                      \$ 7,500.00 (Initial)  
Bimonthly maintenance              \$ 6,000.00 (Bimonthly)

**Bimonthly investment:      \$ 6,000.00**

Payments for this service will be made in equal and consecutive installments, each due within 30 days of the invoice date. Unpaid invoices will accrue interest at 1.5% per month.

**AWC** maintains 2 million dollars general liability, 1 million dollars commercial auto, professional liability, herbicide/pesticide operations, watercraft liability, workers compensation and 5 million dollars excess umbrella. Certificates will be provided upon request.

## **ACCEPTANCE OF AGREEMENT**

**Chad Inscho 4/12/24**

\_\_\_\_\_  
**Aquatic Weed Control, Inc.**

\_\_\_\_\_  
**Customer's Signature**

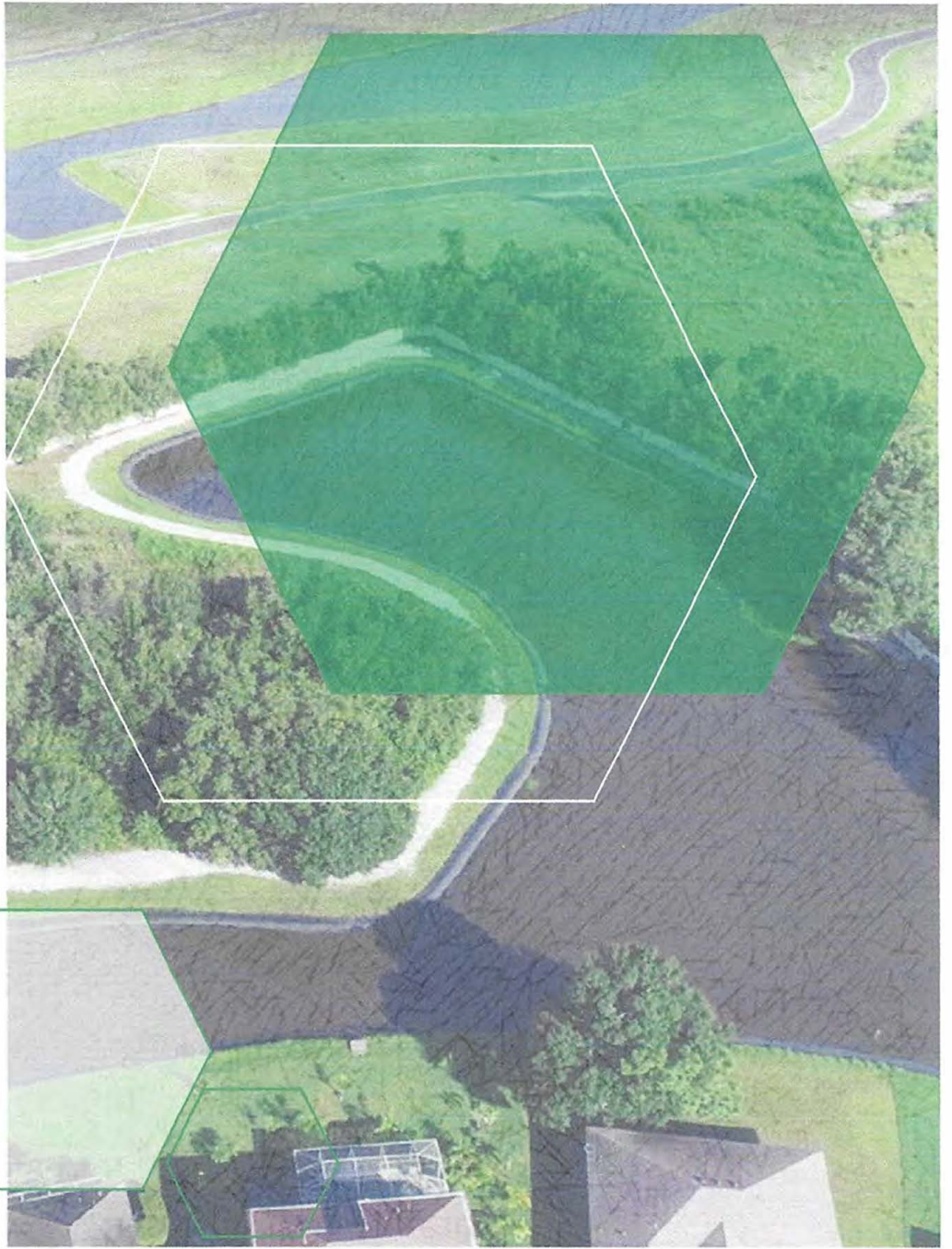
**Title**

\_\_\_\_\_  
**Print Signature**

**Date**

\_\_\_\_\_  
**Print Company Name**

**CROSSCREEK  
ENVIRONMENTAL**



**CELEBRATION CDD**

CELEBRATION, FL

**Proposal for Aquatic Weed Control Services & Aeration System  
Maintenance**



**ENVIRONMENTAL**



Crosscreek Environmental, Inc  
 111 Palmview Road  
 Palmetto, FL 34221  
 P: 941.479.7811  
 F: 941.479.7812  
 www.crosscreekenvironmental.com

# Celebration CDD

## Celebration, Florida



### ***Aquatic Weed Control Services & Aeration System Maintenance:***

---

|  |        |
|--|--------|
| <b>Contractor Qualifications.....</b>                                  | Page 2 |
| <b>Company Profile.....</b>  | Page 2 |
| <b>Safety and Training.....</b>  | Page 3 |
| <b>QA/QC.....</b>  | Page 4 |
| <b>Personnel Qualifications/ Professional License.....</b>             | Page 5 |
| <b>Relevant Experience.....</b>  | Page 6 |
| <b>Performance Work Statement.....</b>                                 | Page 7 |
| <b>Vegetation Management &amp; Aeration Maintenance Proposals.....</b> | Page 8 |





Crosscreek Environmental, Inc  
111 Palmview Road  
Palmetto, FL 34221  
P: 941.479.7811  
F: 941.479.7812  
www.crosscreekenvironmental.com

## **Contractor Qualifications**

Crosscreek Environmental, Inc. is a leader in quality lake and wetland management services. We strive to develop environmentally conscious methods of providing aquatic waterway management. Our staff of highly trained and licensed technicians and service managers is ready to provide quality service and complete customer satisfaction. Our offices are conveniently located near Celebration CDD and will be staffed with adequate equipment and personnel to complete this project. This proposal provides the professional credentials of our designated project manager, as well as examples of relevant experience demonstrating our ability to handle a project of this nature.

## **Company Profile**

Crosscreek Environmental, Inc. is a full-scale restoration company located in Southwest Florida. With over 200 years of combined experience, Crosscreek Environmental provides comprehensive, environmentally friendly, expert solutions for maintaining the beauty and health of Florida's ponds, lakes, wetlands, and shorelines. Our licensed, certified, and highly qualified team provides a full roster of services for stabilization, restoration, management, and maintenance of these valuable waterways. We serve developers, government municipalities, CDDs, homeowners associations, and management companies, successfully implementing the entire project lifecycle. From engineering and design to permitting, installation, management, and maintenance, we're helping our clients restore, protect, and manage Florida's most valuable resource: water.

Our extensive repeat business testifies to our reliability and expertise, and we're determined to earn new business through rapid response, quick turnaround, generous communications, consistent follow-up, and successful results. Our commitment to excellent customer service is backed by solid scientific knowledge, experience, and one-stop services including:

- Lake bank restoration
- Lake maintenance
- Erosion control
- Wetland mitigation
- Wetland creation
- Wetland management
- Wetland maintenance
- Littoral shelf planting
- Florida native nursery
- Florida native plants
- Shoreline restoration
- Shoreline erosion control



Crosscreek Environmental, Inc  
111 Palmview Road  
Palmetto, FL 34221  
P: 941.479.7811  
F: 941.479.7812  
www.crosscreekenvironmental.com

---

## **Equipment & Tools**

Crosscreek Environmental has one of the most extensive and diversified groups of equipment that has been custom designed for Stormwater Management, Shoreline Restoration and Wetland Management. This includes:

- 6 Portable Dredges
- 2 Full size Dredge
- 40 4-wheel drive Pickup Trucks
- 3 Dump Trailers- 10 yd capacity each
- 2 Skid Steers
- 25 Custom Built Spray Mules
- 2 12inch Woodchippers
- 1 Menzi Muck Machine
- 12 Custom Built Spray-Rigged Airboats & John Boats
- Chainsaws, machetes, and other applicable tools

## **Safety and Training**

Some divisions of Crosscreek Environmental, Inc work in potentially very hazardous conditions. There is no job so important, no service so urgent, that we cannot take time to perform our jobs safely. Safety will always be a critical and paramount part of our company's culture.

Rigorous safety and training programs are fundamental to our business philosophy. We are an active participant in numerous national and industry-specific safety organizations and have an active Safety Committee. Safety is one of the key measures on our staff's annual performance ratings. We at Crosscreek Environmental, Inc. also strongly enforce a drug-free workplace with a zero-tolerance policy.

A core training program is completed by all staff before project start-up wherein safety is a major component. This training is reinforced throughout the year with formal monthly safety meetings, as well as weekly field training and daily briefings. The training includes classroom and practical sessions to ensure 'book' learning is converted into knowledge that is used in the field.





Crosscreek Environmental, Inc  
111 Palmview Road  
Palmetto, FL 34221  
P: 941.479.7811  
F: 941.479.7812  
www.crosscreekenvironmental.com

## **QA/QC and Customer Service**

Our Quality Assurance and Quality Control Programs are second-to-none. Crosscreek Environmental, Inc. is dedicated to continuous improvement in all facets of our operations, evaluating even those that are performing well, to ensure there are no further improvements that can be made. We continually strive to identify better processes, materials, and procedures for accomplishing our work. One of our core business philosophies is to continually look to the future and anticipate problems that may arise and be ready with the appropriate solution.

When our crews are on-site, they will make any additional notes that they feel are relative to ensuring the health of the waterways of Celebration CDD. If there are any issues which need immediate attention the applicator will notify the general manager and he will assign the proper person to take a firsthand look at the issue or he will take a look for himself. When issues have been noted and observed by the project or general manager, issues will be immediately brought to the property manager's attention.

## **Personnel Qualifications/Professional Licenses**

All Crosscreek Environmental managers and spray technicians are required to be licensed to apply pesticides within the state they are working and are trained annually in identification and application techniques for aquatic vegetation management. Some personnel credentials available for this project are:

### ***Licenses***

- Aquatic, Right-of-Way, Demonstration and Research, and Natural Areas
- Florida Public Health Pest Control • Florida DEP Stormwater Management Inspector

### ***Educational Degrees***

- Bachelors in Fisheries Biology and General Biology
- Bachelors in Limnology (Water Chemistry)
- Bachelors in Environmental Horticulture



Crosscreek Environmental, Inc.  
111 Palmview Road  
Palmetto, FL 34221  
P: 941.479.7811  
F: 941.479.7812  
www.crosscreekenvironmental.com

---

## **Project Management**

### ***Carlton Campbell/ President/CEO***

Mr. Campbell has over Thirty (30) years in the environmental field. He was the co-founder of Aquatic Plants of Florida in 1996 and later founded Crosscreek Environmental. He attended South Florida University where he received a degree in Environmental Science. Carlton is a hands-on President and wants to always make sure his customers are happy, and his employees are taken care of.

### ***Derek Wagner/ General Manager***

Mr. Wagner has twenty (20) years' experience with erosion control and aquatic/wetland vegetation and management and is the General Manager of Crosscreek Environmental. He oversees all operations of the company including scheduling, staffing, and budgeting of projects and is certified as a Stormwater Management Inspector. His experience and training allow him to act as resident biologist for this project.

### ***George Bowling/ Sales Manager***

Mr. Bowling has been in the industry serving the stormwater community for over twenty-five (25) years. He is fully trained in identifying customers' needs and helping them develop the appropriate plan to manage their needs. He is also fully licensed and trained in aquatic & natural areas herbicide applications. His experience provides a unique opportunity for all customers and their daily stormwater needs.

### ***Matt Jones/ Operations Manager***

Mr. Jones has detailed and unique experience and education in all aspects of the environmental services we offer. Mr. Jones is responsible for safety compliance for the entire company and training coordination of personnel. He handles the field coordination of schedules and ensuring that customers concerns are addressed in a timely manner.

Crosscreek Environmental is experienced at managing multiple aquatic accounts/erosion control projects/wetland restorations at a time for customers across Florida. Our managers will simply incorporate this project into the scheduling with other current projects to allow for completion in a timely fashion. Personnel and equipment can be drawn from other locations to ensure the proper staffing for this project. Crosscreek Environmental is dedicated to providing the resources necessary to complete this project in the required timeframe.





Crosscreek Environmental, Inc  
111 Palmview Road  
Palmetto, FL 34221  
P: 941.479.7811  
F 941.479.7812  
www.crosscreekenvironmental.com

## Relevant Projects/Experiences

Following are relevant specific references which show the ability of Crosscreek Environmental, Inc. to be able to handle this project.

**JOB TITLE:** **VISTA LAKES CDD**  
**SCOPE OF WORK:** MONTHLY MAINTENANCE OF ALL PONDS ONSITE. REMOVAL OF INVASIVE VEGETATION FROM PONDS AND PLANTING OF NATIVE VEGETATION.  
**WORK COMPLETED ON:** ON GOING  
**PROJECT TOTAL:** \$35,000+ ANNUALLY  
**CONTACT:** JENNIFER GOLDYN  
**EMAIL:** JENNIFER.GOLYDYN@INFRMARK.COM  
**PHONE:** 813 652 2454

**JOB TITLE:** **GATEWAY CDD**  
**SCOPE OF WORK:** MONTHLY MAINTENANCE OF APPROXIMATELY 425 ACRES OF LAKES AND 300 ACRES OF WETLANDS THROUGHOUT THE COMMUNITY. REGULAR UPKEEP OF OVER 50 FOUNTAINS AND AERATION SYSTEMS ONSITE AS WELL.  
**WORK COMPLETED ON:** ON GOING  
**PROJECT TOTAL:** \$302,000 ANNUALLY  
**CONTACT:** ELLE HARRIS  
**EMAIL:** ELLE.HARRIS@GATEWAYDISTRICT.ORG  
**PHONE:** 239 898 6312

**JOB TITLE:** **ISLES OF COLLIER**  
**SCOPE OF WORK:** MONTHLY MAINTENANCE OF APPROXIMATELY 240 ACRES OF LAKES AND 300 ACRES OF WETLANDS THROUGHOUT THE COMMUNITY. REGULAR UPKEEP OF FOUNTAINS AND AERATION SYSTEMS ONSITE AS WELL.  
**WORK COMPLETED ON:** ONGOING  
**PROJECT TOTAL:** \$256,000 ANNUALLY  
**CONTACT:** EMMA DORAS  
**EMAIL:** EDORAS@ACCESSDIFFERENCE.COM  
**PHONE:** 863 712 6694

**JOB TITLE:** **THE VILLAGES CDD**  
**SCOPE OF WORK:** MONTHLY MAINTENANCE OF ALL PONDS ONSITE (1,700 ACRES) INCLUDING WETLANDS (75 ACRES) AND PRESERVE AREAS. REPAIR AND RESTORATION OF SHORELINE USING 7' GEOTOBE. REMOVAL OF INVASIVE VEGETATION FROM PONDS AND PLANTING OF NATIVE VEGETATION.  
**WORK COMPLETED ON:** ON GOING  
**PROJECT TOTAL:** \$1,000,000 +  
**CONTACT:** BART GRAHAM  
**EMAIL:** BART.GRAHAM@DISTRICTGOV.ORG  
**PHONE:** 352 455 0624



Crosscreek Environmental, Inc  
111 Palmview Road  
Palmetto, FL 34221  
P: 941.479.7811  
F: 941.479.7812  
www.crosscreekenvironmental.com

---

**JOB TITLE:** ISLANDWALK AT THE WEST VILLAGES  
**SCOPE OF WORK:** MONTHLY MAINTENANCE OF ALL PONDS ONSITE (200 ACRES) INCLUDING WETLANDS (30 ACRES) AND PRESERVE AREAS. REPAIR AND RESTORATION OF SHORELINE USING 7' GEOTOBE. PLANTING OF NATIVE VEGETATION ALONG SHORELINES TO PREVENT EROSION.  
**WORK COMPLETED ON:** ONGOING  
**PROJECT TOTAL:** \$150,000  
**CONTACT:** CASEY BURCH  
**EMAIL:** CBURCH@CASTLEGROUP.COM  
**PHONE:** 941 223 5603

### Pond Maintenance Work Statement

Crosscreek Environmental has a pond maintenance approach of being pro-active and detailed oriented all while keeping the environment in mind and only applying herbicides when necessary. Crosscreek Environmental is a full-service stormwater maintenance company that doesn't just spray ponds, we service the entire system from start to finish. Our primary direction of treatment is from land-based machines with the use of backpacks by primary technicians where needed. If that approach isn't what's best for the pond, then a boat or manual removal crew is used to properly attack the target species within that stormwater system.

We always try to recommend pro-active approaches to pond management such as nutrient load management. Such things include aerations, aquatic plants, biochar, supplemental bacteria/enzymes, and removals where feasible over just spraying. All littoral shelf maintenance is conducted with backpacks for spot spraying and crews that can manually remove vegetation. This hands-on detailed approach is necessary to reduce the collateral damage caused to adjacent native vegetation. For Celebration CDD there will be one (1) dedicated technician for every pond onsite, one (1) dedicated wetland crew, as well as one (1) dedicated aeration/fountain technician when needed.

**Day to Day Project Supervision (All CDDs) – Matt Jones (Ponds),  
Jeremy Trahan (Ponds), Tyler Knight (Ponds), Doug Gibbons (Aeration)**





Crosscreek Environmental Inc.

111 61st Street East  
Palmetto, FL 34221  
admin@crosscreekenv.com

Estimate

| Date      | Estimate # |
|-----------|------------|
| 4/15/2024 | 11149      |

Name / Address

Celebration Community CDD  
313 Campus Street  
Celebration, FL 34747  
Angel Montagna

\* Estimate is good for 30 days.

Description

Monthly stormwater pond maintenance of nuisance and exotic vegetation located within perimeter of ALL STORMWATER PONDS onsite. Treatments to occur six (6) times per month for a total of seventy two (72) visits per year.

Maintenance services to include the following:

- \* Algae control
- \* Floating vegetation control
- \* Shoreline vegetation control
- \* Submersed vegetation control
- \* Aquatics consulting
- \* Management reporting (electronic reports following every treatment)
- \* Littoral shelf maintenance as needed
- \* Installation of up to 2,000 free beneficial aquatic plants (BR) per year
- \* Free Retreats
- \* Pond Dye where needed
- \* Water testing on ponds where needed
- \* Monthly reports & management attendance at meetings
- \* Lifetime warranty on all erosion control work as long as Crosscreek Environmental is the onsite vendor.
- \* One (1) full day of wetland crew onsite for removals per month

Total maintenance cost = \$10,930/Month (\$131,160 Annually)

\*\*Maintenance price to be locked for 2025 with of NO MORE than a 3% increase for 2026 & 2027\*\*

If the customer is not satisfied with the aquatic service provided, and the state of the aquatic management area declines due to Crosscreek Environmental Inc. negligence, the customer has full right to cancel the service with no less than 45 days written notice to Crosscreek Environmental Inc.

Please sign and return if accepted

\*\* All warranties exclude acts of God.

\*\* A 3.5% processing fee will be added to all payments made by credit card.

Phone # (941) 479-7811 Fax # (941) 479-7812

www.crosscreekenvironmental.com





Crosscreek Environmental Inc.

111 61st Street East  
Palmetto, FL 34221  
admin@crosscreekenv.com

Estimate

| Date      | Estimate # |
|-----------|------------|
| 4/15/2024 | 11223      |

Name / Address

Celebration Community CDD  
313 Campus Street  
Celebration, FL 34747  
Angel Montagna

\* Estimate is good for 30 days.

Description

Aeration Maintenance

Quarterly Fountain Maintenance of all fourteen (14) systems onsite.

Scope Includes:

- \* Testing of Compressor
- \* Checking operation of cooling fan
- \* Any Vanes will be replaced as needed
- \* All air filters to be replaced and cabinet cleaned fully
- \* Diffuser membranes to be cleaned as needed

Total Service Cost - \$950/Quarter (\$3,800 Annually)

Please sign and return if accepted

- \*\* All warranties exclude acts of God.
- \*\* A 3.5% processing fee will be added to all payments made by credit card.

Phone # (941) 479-7811 Fax # (941) 479-7812  
www.crosscreekenvironmental.com



## **ESTATE MANAGEMENT SERVICES**

305 Indigo Drive, Brunswick, GA 31525

888-307-6637 Toll Free

(912) 466-9800 Main Office

(912) 261-8882 Fax

April 15, 2024

Angel Montagna  
Inframark Community Management  
Celebration CDD  
Celebration, FL  
Ph: 813.576.9748  
Email: [angel.montagna@inframark.com](mailto:angel.montagna@inframark.com)

RE: Celebration CDD Service Quote

Thank you for the opportunity to provide you with a quote for pond management services. We have attached a proposed treatment plan according to our observations for the services needed to best suit your community's needs.

Per the maps provided to us, 58 bodies of water total 160.22 acres. We also provide in-house lab services, bathymetry mapping, hydraulic dredge services and wetland services. We are providing you with the requested quote, but please realize that we are capable of providing many other services.

The requested 6 visits per month would be performed by our staff in Lakeland, FL. We are fully certified in all categories with SePro and typically use systemics in most of our programs including the SePro ECOS. Your "no copper" policy intensifies the research required to manage the issue. Our approach to this would be to routinely test the sediment and water for nutrient levels and proactively address these findings.

We also need to collect samples to identify specific algae types and density (cells/ml). Water chemistry will tie in all the other testing to determine the correct approach for algae control in each case. Our in-house lab in Tampa, Florida can provide these tests. The process would be to lower nutrient levels and specific types of phosphorus and nitrates to establish a balance referred to as N to P ratio. We typically use products such as Alum or EutroSORB to accomplish this goal.

When algae exists, we use peroxide-based algaecides or Endothall algaecides and or Flum depending on the test data to control the algae types identified. Other techniques that are useful in monitoring the stormwater systems for opportunities to capture or prevent nutrient inflow and educate the community.

Occasionally, we use pond dyes to decrease light which helps minimize algae growth. All of the other requested services are generally textbook to include systemic treatments to control submersed aquatic vegetation and shoreline emergent. We look forward to this opportunity to serve you.

Sincerely,

John Crabb III  
Senior Aquatics Director  
Estate Management Services





# ESTATE MANAGEMENT SERVICES





## **About Estate Management Services**

Over our 30-year history, Estate Management Services has grown into one of the largest and most well-regarded aquatics companies in the United States. Our broad range of services, highly trained workforce and unparalleled technical expertise has set us apart in the aquatic industry.

EMS maintains eight locations across five states, providing contract aquatic maintenance and compliance services for a range of municipal, commercial, federal, and private clients. Additionally, EMS boasts robust capabilities in wetland mitigation plans, wetland delineations, dredging, airboat application, aerial application, aquatic toxicology analysis and laboratory services.

EMS' consulting arm, Meryman Environmental, is headquartered in Riverview, FL and has been a FL-based Environmental Consultant for 50 years. While operating under different names, EMS and Meryman have the same ownership and work closely together on aquatic and wetland management plan design and execution.

## **Our Leadership Team**

**John Crabb, Sr. Aquatics Director** - John Crabb has been a licensed aquatics contractor for 30 years across eleven different states. A former board member for the SC Aquatic Plant Management Society and the Arkansas Water Resource Commission, John has been actively involved in the aquatics industry and an advocate for the preservation of natural areas for his entire career. John has provided consulting services for GADNR, SCDNR, Tennessee Valley Authority, City of Atlanta, and Santee Cooper in matters regarding water quality and aquatic resource management. In his 30 years in the industry, John has overseen large-scale lake management programs and drinking reservoirs in thirteen different states.

**Dale Meryman, PhD, Sr. Director of Environmental Consulting** - Dr. Meryman has 50 years of professional services in wetland evaluations, plant taxonomy, ecology/limnology, terrestrial and aquatic ecology, water quality analysis, aerial photointerpretation, permitting assistance, ecosystem analysis, wildlife habitat design and management, and assessment and remediation of contaminated sites. More specifically he has served as a court expert in the field of wetland delineations, restorations and mitigation and the population census, permitting and relocation of Endangered and Threatened Wildlife Species. In addition to his career and continuing education courses, Dale is a member of several professional associations and governmental and citizen action committees. He represented the U.S. State Department in conjunction with the People-to-People Organization in Russia and most recently in China. Dr. Meryman participated in the U.S./U.S.S.R. Environmental Technology Summit Conference, specializing in the toxicology effects of the Chernobyl disaster. He was recently involved with the Environmental Client Change Conference with the government of China, taught noted Scholars from various universities, and the U.S. State Department. He lectured at several universities on the effects of storm water discharge on the environment and how to improve the water quality using a filtering wetland system.

**Jeremy Anderson, Natural Areas Director** – Jeremy Anderson has 20 years of natural areas management experience on private, federal, state and utility waterways. He has 10 years of experience treating





aquatic weeds on the Santee Cooper lakes. Jeremy is licensed in five states in aquatics, rights-of-way, and natural areas. Mr. Anderson also holds certifications as a Master Certified Stormwater Manager, USCG Captains License, SePRO Certified preferred applicator and Procellacor specialist. Additionally, Jeremy is an experienced Raven Precision Guided spray technician and is licensed BioBase Bathymetry mapping technician. Jeremy oversees services for Miami Dade County, SCDNR aquatic vegetation control program and Santee Lake management program. Jeremy is also certified in hazardous material handling and spill containment.

**Jennifer Kasper, Chief Operating Officer** - Jennifer Kasper has over 15 years of management experience. Jennifer specializes in administrative management, team leading, and is actively engaged in aquatics training. She oversees all aspects of EMS operations, driving efficiency, scalability, and profitability. With a proven history of implementing innovative solutions and optimizing processes, Jennifer Kasper plays a pivotal role in guiding EMS towards its strategic goals. She brings a combination of strategic vision and hand-on operational expertise, ensuring alignment across departments and fostering a culture of collaboration and excellence. Jennifer is a powerful force in the workplace and uses her cheerful outlook and tireless energy to encourage others to work hard and succeed as a team.

**Tim Woodland, President** – Tim Woodland has over 15 years of experience in construction, development, and land management, with a particular focus on large scale project management across multiple geographies. Tim is a licensed General Contractor, a Certified Master Pond Manager, and is a member of the Stormwater Policy Committee for the Southeast Stormwater Association. Tim has completed successful projects in 27 different states and internationally for numerous Fortune 100 companies, heads of state and federal and municipal entities.

## Our Clients

Some of our clients include:





04/12/ 2024

Angel Montagna  
 Inframark Community Management  
 Celebration CDD  
 Celebration, FL  
 Ph: 813.576.9748  
 Email: angel.montagna@inframark.com

Dear Angel Montagna,

We are pleased to submit the attached proposal for the management of Celebration CDD. 58 waterbodies that total 160.22 acres. Please review the services listed below and do not hesitate to contact us should you have any questions at all.

## Celebration CDD Management Proposal Scope

| Service   | Included | Additional Cost | Cost (Monthly) | Notes  |
|---|----------|-----------------|----------------|--|
| Monthly Inspections & Maintenance of Ponds  | X        |                 | \$18,240.00    | Includes monthly reports documenting water levels, temperature, aesthetics, wildlife observed, sedimentation and erosion conditions and nuisance plant & wildlife, if applicable. Includes 58 ponds 160.22 acres.<br>Apply herbicide as outlined in management plan, including systemic herbicides at times of year, and in doses, in accordance with existing conditions and industry best practices.<br>6 visits/month. *excluding copper. |
| Annual review of management plan by in-house PhD wetlands expert and certified stormwater system manager. | X        |                 | Included       | Proposal includes annual review by in-house PhD in Forensic Toxicology and Wildlife Biology and in-house Certified Stormwater System Manager.  |
| Water Quality Testing   | X        |                 | Included       | Full line water testing for 10 ponds. Additional testing outside of scheduled visits will be billed at \$275 per test, plus travel and labor.  |
| Routine Manmade Trash and Debris Removal  | X        |                 | Included       | Remove inorganic debris floating in the ponds and on the shoreline. This service does not include items weighing more than 50lbs. All debris will be removed from outlet structures and structures will be inspected.  |



|                           |   |                |                     |   |
|---------------------------|---|----------------|---------------------|---|
| Nutrient Reductions       |   | \$860.00/ acre | As Needed           | Typical nutrient reduction costs are at \$860.00/acre. Rates are based off chemistry results. |
| Pond Dye                  | X |                |                     | Pond dye to be applied as needed.   |
| Bathymetric Survey        |   | X              | See notes           | \$1,500.00 cost for bathymetry survey and analytics. To be performed annually.                |
| Fish Kill Cleanup         |   | X              | See Notes           | TBD \$ per pond, per occurrence   |
| <b>Total Monthly Cost</b> |   |                | <b>\$ 18,240.00</b> | <b>Excludes costs listed as "Additional Cost".</b>  |

### **Additional Relevant Equipment/Capabilities**

#### Environmental Consulting

- Agency permitting
- Wetland Planting, Restoration and Design
- Wetland Mitigation Design
- Wetland Determination and Delineation
- UMAM/ERP Permitting
- Wildlife Taxonomy and Habitat Restoration
- Endangered Species Permits, Relocation, Management and Monitoring
- NPDES Stormwater Permit Monitoring and Compliance Management
- Surface and Ground Water Analysis
- Soil, Sediment and Sludge Analysis
- In-house laboratory services

#### Dredging

- (3) Dredge units with trained, dedicated operators and support crew
- In house bathymetric mapping and analysis

#### Natural Areas

- (5) Airboats equipped with Raven Precision Guided Spray nozzles for precise application monitoring and reporting
- Certified Natural Areas applicator

### **References**

Janie Parrish  
Common Area Manager



Sun City Hilton Head  
(843) 705-4084  
[janie.parrish@schhca.com](mailto:janie.parrish@schhca.com)

Ken Lambright, GCS  
Sea Island Golf Club, Retreat Course  
(912) 638-3325  
[Kenlambright@seaisland.com](mailto:Kenlambright@seaisland.com)

Brian Spradley  
Procurement Contracting Officer  
Miami Dade County  
(305) 375-4706  
[Brian.Spradley@miamidade.gov](mailto:Brian.Spradley@miamidade.gov)

Upon approval of proposal, a formal contract will follow for signature.

---

Print Name

---

Signature

---

Email

---

Date

---

Phone #



## **ESTATE MANAGEMENT SERVICES**

305 Indigo Drive, Brunswick, GA 31525

888-307-6637 Toll Free

(912) 466-9800 Main Office

(912) 261-8882 Fax

April 15, 2024

Angel Montagna  
Inframark Community Management  
Celebration CDD  
Celebration, FL  
Ph: 813.576.9748  
Email: [angel.montagna@inframark.com](mailto:angel.montagna@inframark.com)

RE: Air Diffuser System

In a separate email, not in your request for proposal, you requested an aerator maintenance proposal. Generally, air diffuser systems are relatively low maintenance. We propose the following:

- 1) Quarterly inspections to include:**
  - a. Valve adjustments
  - b. Air filter replacements
  - c. Component and Cabinet Operational Inspections
  - d. Cycle diffuser heads to clean membrane
  - e. Pesticide as needed
  - f. Inspector's Report

Cost: \$135.00 per system (up to 4 heads).

Repairs, Parts, Labor \$198.60 per hour.



Upon your approval, please sign, date, and email back to [jennifer.kasper@ponds.org](mailto:jennifer.kasper@ponds.org). If you have any questions, please call 912-466-9800.

\_\_\_\_\_  
Customer Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
ESTATE MANAGEMENT SERVICES

\_\_\_\_\_  
Date

Customer Billing Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sincerely,

John Crabb III  
Senior Aquatics Director  
Estate Management Services



April 16th, 2024

Celebration CDD  
313 Campus Street  
Celebration, Florida 34747  
ATTN: Inframark Community Management, Angel Montagna, LCAM

Dear Angel,

Thank you for considering our proposal to manage the lakes at Celebration CDD.

Premier Lakes is a Florida-based company founded by some of the foremost experts in lake and wetland management, with over 75 years of combined experience. We take pride in caring for some of Florida's most respected golf courses, commercial properties, residential communities, and CDDs. Most of our business comes from referrals from satisfied customers who have experienced the Premier Lakes difference firsthand and appreciate our service and communication.

Our team is dedicated to using the right tool for every job. By partnering with the best herbicide, remediation, and equipment manufacturers, we can continuously improve our control methods. Our extensive experience and science-backed approach enable us to deliver the best results consistently.

When you choose Premier Lakes, you are partnering with a team of dedicated professionals who are passionate about achieving the best results for your lakes and wetlands. Our entire team at Premier Lakes will work tirelessly to earn your trust and provide you with an unmatched customer experience.

Sincerely,

A handwritten signature in black ink that reads "Alex Kurth".

Alex Kurth  
President





## **Celebration Community Development District**

### **Waterway Inspection Report**

**04/10/2024**

Prepared by: Alex Kurth

[www.premierlakesfl.com](http://www.premierlakesfl.com)

[CustomerSupport@PremierLakesFL.com](mailto:CustomerSupport@PremierLakesFL.com)

844-Lakes-FL (844-525-3735)





### Lake SV31



**Comments:** Pond is in good condition with minor broadleaf weeds.

**Action Required:** Shoreline weed treatment.

**Target:** Broadleaf

### Lake SV32



**Comments:** Minor filamentous Algae observed. Recent shoreline weed treatment noted.

**Action Required:** Algae treatment.

**Target:** Filamentous Algae



### Lake SV33



**Comments:** Slender Spikerush observed on the exposed bank. Possible drift burn observed.

**Action Required:** Shoreline treatment.

**Target:** Slender Spikerush and broadleaf

### Lake SV30



**Comments:** The lake is untreated and has no access. Large cattails were observed along a good portion of the shoreline, and Torpedo Grass was mixed throughout.

**Action Required:** Significant Cattail and Torpedo Grass treatment.

**Target:** Cattails and Torpedo Grass



### Lake SV29



**Comments:** Southern Naiad and Chara observed.

**Action Required:** Submersed weed treatment.

**Target:** Southern Naiad and Chara

### Lake HS1



**Comments:** The lake is untreated and has no access. Large cattails were observed along a good portion of the shoreline. Torpedo mixed throughout.

**Action Required:** Significant Cattail & Torpedo grass treatment.

**Target:** Cattails & Torpedo Grass





**Lake HS2**



**NO IMAGE  
AVAILABLE**

d|ecom.c|imt.com

ID: 177641087 © Alejandro Duran



**NO IMAGE  
AVAILABLE**

d|ecom.c|imt.com

ID: 177641087 © Alejandro Duran

**Comments:** Inaccessible during school hours.

**Action Required:** TBD

**Target:**

**Lake HS3**



**NO IMAGE  
AVAILABLE**

d|ecom.c|imt.com

ID: 177641087 © Alejandro Duran



**NO IMAGE  
AVAILABLE**

d|ecom.c|imt.com

ID: 177641087 © Alejandro Duran

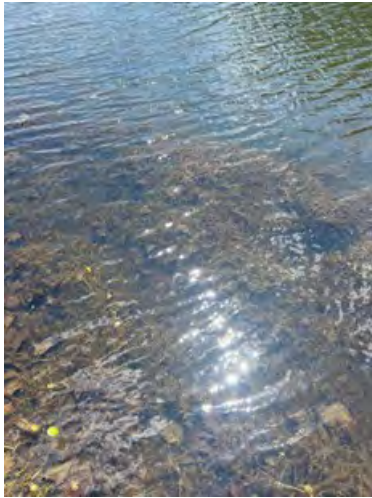
**Comments:** Inaccessible during school hours.

**Action Required:** TBD

**Target:**



### Lake SV6B-2



**Comments:** Significant presence of Hydrilla noted.

**Action Required:** Submersed weed treatment.

**Target:** Hydrilla

### Lake SV3



**Comments:** Significant Filamentous Algae bloom. No sign of treatment. Sprayed Torpedo grass was done but was allowed to become overgrown prior to treatment causing poor appearance. Hydrilla & Southern Naiad observed. Drift burns along shore.

**Action Required:** Immediate treatment of Algae & submersed weeds.

**Target:** Filamentous Algae, Hydrilla & Southern Naiad



### Lake SV1



**Comments:** Significant Southern Naiad and Duckweed observed. Drift burns along the shoreline.

**Action Required:** Immediate treatment for submersed and floating weeds.

**Target:** Southern Naiad and Duckweed

### Lake LV2



**Comments:** Significant Slender Spikerush observed. Hydrilla noted as well. Aeration system up & running. Drift burns along the shoreline.

**Action Required:** Immediate Treatment for aquatics.

**Target:** Slender Spikerush





### Lake SV14



**Comments:** Grasses allowed to grow too long prior to spraying. Minor Slender Spikerush beginning to grow.

**Action Required:** None at this time.

**Target:**

### Lake SV13



**Comments:** Slender Spikerush observed.

**Action Required:** Submersed weed treatment.

**Target:** Slender Spikerush



### Lake SV12



**Comments:** Slender Spikerush & minor algae were observed. Minor Torpedo grass present. Drift burns along the shoreline. Aeration system up & running.

**Action Required:** Submersed weed treatment.

**Target:** Slender Spikerush

### Lake SV17



**Comments:** Significant Planktonic Algae Bloom. Slender Spikerush observed.

**Action Required:** Algae treatment.

**Target:** Planktonic Algae



### Lake SV18



**Comments:** Filamentous Algae present.

**Action Required:** Algae treatment.

**Target:** Filamentous Algae

### Lake SV11



**Comments:** Significant Slender Spikerush observed.

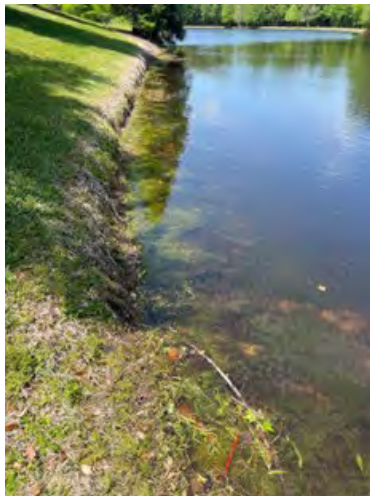
**Action Required:** Submersed weed treatment.

**Target:** Slender Spikerush





### Lake SV9



**Comments:** Minor Slender Spikerush observed. Drift burns along shoreline. Aeration up & running.

**Action Required:** Submersed weed treatment.

**Target:** Slender Spikerush

### Lake SV19



**Comments:** Filamentous Algae present.

**Action Required:** Algae treatment.

**Target:** Filamentous Algae



### Lake SV21A



**Comments:** Significant Filamentous Algae & Slender Spikerush.

**Action Required:** Algae & submersed weed treatment.

**Target:** Filamentous Algae & Slender Spikerush

### Lake SV25A



**Comments:** Significant Filamentous Algae & Southern Naiad observed.

**Action Required:** Algae & submersed weed treatment.

**Target:** Filamentous Algae & Southern Naiad



### Lake SV22



**Comments:** Significant Duckweed observed. Aeration is up & running.

**Action Required:** Floating weed treatment.

**Target:** Duckweed

### Lake SV26



**Comments:** Minor Chara & Slender Spikerush observed.

**Action Required:** Chara treatment.

**Target:** Chara





### Lake SV27



**Comments:** Lake looks good. Minor Southern Naiad beginning to grow. Aeration is up & running.

**Action Required:** None at this time.

**Target:**

### Lake SV28



**Comments:** Limited access. Significant Torpedo Grass noted. Drift burns along shoreline.

**Action Required:** Shoreline grass treatment.

**Target:** Torpedo Grass



### Lake LV3



**Comments:** Significant Duckweed & Algae present. Aeration is up & running.

**Action Required:** Floating weed & Algae treatment.

**Target:** Duckweed & Algae

### Lake LV8A



**Comments:** Significant Filamentous Algae & Torpedo Minor Duckweed & Spikerush noted.

**Action Required:** Algae & shoreline weed treatment.

**Target:** Filamentous Algae & Torpedo Grass



### Lake LV8

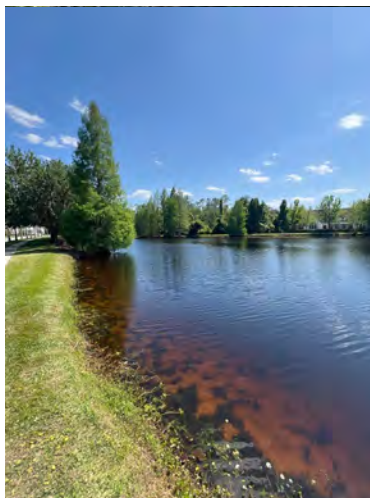


**Comments:** Limited access. Massive Torpedo Grass and Cattails. Algae, Duckweed & Slender Spikerush observed. Aeration is up & running.

**Action Required:** Comprehensive treatment of all weeds noted.

**Target:** Torpedo Grass, Cattails, Algae, Duckweed & Slender Spikerush

### Lake LV7



**Comments:** Minor Slender Spikerush & broadleaf weeds present.

**Action Required:** None at this time.

**Target:**





### Lake LV6



**Comments:** Recent broadleaf treatment observed. Minor Slender Spikerush noted.

**Action Required:** None at this time.

**Target:**

### Lake 15B



**Comments:** GC Pond. Algae observed. Large strand of Cattails on GC side of pond. Aeration is up & running.

**Action Required:** Algae treatment.

**Target:** Algae



**Lake 14**



**Comments:** Primrose Willow & other broadleaf observed.

**Action Required:** Broadleaf treatment.

**Target:** Primrose Willow

**Lake 13A**



**Comments:** Primrose Willow, broadleaf weeds & Algae observed.

**Action Required:** Major littoral shelf work.

**Target:** Torpedo Grass, broadleaf weeds & Algae



### Lake 12



**Comments:** Slender Spikerush & Algae observed.

**Action Required:** Major littoral shelf work, submersed weeds & Algae treatment.

**Target:** Slender Spikerush, Torpedo Grass & Algae

### Lake CV1



**Comments:** Severe Slender Spikerush & Algae. Access only through fence.

**Action Required:** Algae & submersed weed treatment.

**Target:** Slender Spikerush & Algae





### Lake 17B



**Comments:** Planktonic Algae & shoreline grasses observed. Drift burns along the shoreline.

**Action Required:** Planktonic Algae & shoreline grass treatment.

**Target:** Torpedo Grass & Planktonic Algae

### Lake GC10



**Comments:** Slender Spikerush observed.

**Action Required:** Submersed weed treatment.

**Target:** Slender Spikerush



### Lake GC9B



**Comments:** Slender Spikerush observed.

**Action Required:** Submersed weed treatment.

**Target:** Slender Spikerush

### Lake GC9A



**Comments:** Minor Slender Spikerush observed. Cattails, Torpedo Grass & broadleaf weeds noted.

**Action Required:** Shoreline weed treatment.

**Target:** Cattails, Torpedo Grass & broadleaf weeds



### Lake CV5



**Comments:** Slender Spikerush observed.

**Action Required:** Submerged weed treatment.

**Target:** Slender Spikerush

### Lake CV4



**Comments:** Slender Spikerush & Algae observed.

**Action Required:** Submersed weed & Algae treatment.

**Target:** Slender Spikerush & Algae





### Lake CV3



**Comments:** Minor Algae, Slender Spikerush, Duckweed and shoreline grasses observed.

**Action Required:** Shoreline weed treatment.

**Target:** Slender Spikerush

### Lake CV2E



**Comments:** Slender Spikerush, Planktonic Algae & shoreline weeds observed.

**Action Required:** Submersed weed, Algae & shoreline weed treatment.

**Target:** Slender Spikerush, Algae & shoreline weeds



### Lake LV9



**Comments:** Southern Naiad , Slender Spikerush observed. Minor shoreline weeds.

**Action Required:** Submerged weed treatment.

**Target:** Southern Naiad & Slender Spikerush

### Lake C1



**Comments:** Duckweed observed.

**Action Required:** Floating weed treatment.

**Target:** Duckweed





### Lake C2



**Comments:** Shoreline weeds observed.

**Action Required:** Shoreline weed treatment.

**Target:** Torpedo Grass & broadleaf weeds

### Lake C3



**Comments:** Minor Duckweed observed.

**Action Required:** Floating weed treatment.

**Target:** Duckweed





**Lake SCE2-2**



**NO IMAGE  
AVAILABLE**

dreamstime.com

© 177641087 © Alejandro Sotol



**NO IMAGE  
AVAILABLE**

dreamstime.com

© 177641087 © Alejandro Sotol

**Comments:** Limited access due to rush hour traffic. Algae is observed from a distance. Shoreline weeds sprayed but out of control prior to treatment.

**Action Required:** Algae treatment.

**Target:** Algae

**Lake NV4**



**Comments:** Grasses sprayed out, but out of control before treatment. Slender Spikerush observed.

**Action Required:** Submersed weed treatment.

**Target:** Slender Spikerush



### Lake NV1A



**Comments:** Major littoral shelf work. Algae observed.

**Action Required:** Littoral shelf & Algae treatment.

**Target:** Grasses, broadleaf weeds & Algae

### Lake 4A



**Comments:** Shoreline grasses & Algae observed.

**Action Required:** Shoreline grasses & Algae treatment.

**Target:** Shoreline grasses & Algae



### Lake NV2

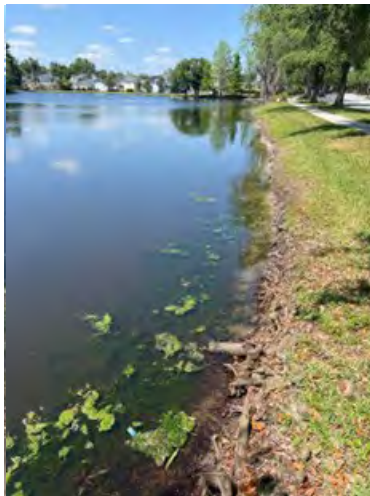


**Comments:** Minor Chara observed.

**Action Required:** None at this time.

**Target:**

### Lake LV5



**Comments:** Filamentous Algae noted. Aeration is up & running.

**Action Required:** Algae treatment.

**Target:** Filamentous Algae





### Lake NV1B



**Comments:** Minor Algae noted. Drift burns observed.

**Action Required:** Algae treatment.

**Target:** Algae

### Lake NV3



**Comments:** Massive Algae bloom. Slender Spikerush observed.

**Action Required:** Immediate Algae treatment.

**Target:** Filamentous Algae



**Lake D1**



**Comments:** The ditch needs to be sprayed out.

**Action Required:** Ditch sprayed out.

**Target:** Shoreline grasses & broadleaf weeds.

**Lake D2**



**Comments:** The ditch needs to be sprayed out.

**Action Required:** Ditch sprayed out.

**Target:** Shoreline weeds



## Summary

Significant algae blooms and submersed vegetation was observed in the vast majority of ponds. There was no significant sign of recent algae or submersed vegetation treatment. Shoreline weeds including torpedo grass and other broadleaf weeds were minimally present on most lakes. Some lakes had large bands of dead material from allowing the weeds to become out of control prior to treatment leaving an unpleasant aesthetic. A few lakes were documented with out-of-control growth that required immediate treatment. These lakes had difficult access. Although there are not many littoral shelves, the ones that exist show zero evidence of treatment within at least 6 months. Unacceptable growth of Torpedo Grass, Cat tails, and Primrose Willow was observed. Drift burns were noted on many lakes. This is the result of either an inexperienced technician, treatments occurring during windy weather conditions, or a combination of both. Overall, the lakes were in poor condition at the time of the waterway inspection. There is ample room for improvement in almost every lake.

With the RFP specifications requiring no copper-based products in the waterbodies, it creates additional challenges in the management of lakes with significant algae growth. Copper-based products are the most effective in the treatment of algae as well as the most cost effective. Therefore, the goal of the CDD and its contractor should be to take proactive steps to minimize algae growth. Premier Lakes teams is highly experienced in creating proactive management plans tailored to the individual lake or system of lakes to achieve the best results. Partnering with top manufacturers (including SePRO as per RFP spec), Premier Lakes will develop a plan for the CDD to minimize algae growth. We will propose and utilize tools including, but not limited to, bottom diffused aeration, littoral plantings, beneficial bacteria, lake dyes, & other nutrient remediating products.

In addition to steps taken to mitigate nutrient issues to proactively limit algae growth, Premier Lakes will work diligently to prevent the significant growth of submersed vegetation. When submersed vegetation is controlled, it causes nutrient releases that can create an algae bloom. Managing the submersed vegetation prior to significant growth will greatly reduce these blooms.





## **Annual Management Program Agreement**

**Customer Name:** Celebration CDD

**Management Company:** Inframark Community Management, Angel Montagna, LCAM

**Agreement Effective Date:** June 1st, 2024 - May 31st, 2025

**Program Description:** Annual Lake Maintenance

**Premier Lakes Consultant:** Alex Kurth

**Consultant Phone Number:** 239-707-1575

This Agreement, dated **April 16th, 2024**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Celebration CDD**, hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.
2. **Service Area:** The "Service Area" is described as **58 lakes consisting of approximately 98,535 linear feet and 157.47 surface acres. Map attached.**
3. **Contract Services:** Premier Lakes will perform **(72) seventy-two (six times per month)** inspections per year of the Service Area and provide the following service as necessary.
  - a. **Aquatic Weed Control:** Growth of undesired aquatic vegetation will be treated upon identification by applying aquatic herbicides and adjuvants. Most of the time, these treatments will occur immediately upon inspection. However, timing may be adjusted to ensure the best results. All efforts will be made to ensure that unwanted vegetation is controlled before it becomes unsightly.
    - i. **Any copper-based products are not permitted in any waterway.**
  - b. **Algae Control:** Algae will be controlled by applying algaecides and adjuvants as needed.
    - i. **Any copper-based products are not permitted in any waterway.**
  - c. **Shoreline/Littoral Weed Control:** Any growth of undesirable vegetation will be controlled and maintained utilizing aquatic herbicides, surfactants, and hand pulling where appropriate up to control elevation year-round. Species



including Torpedo Grass, Cattails, Primrose Willow, and other species deemed unwanted by the customer will be controlled. The customer understands that when spraying in beneficial littoral plants, minor damage to native vegetation may occur.

- d. **Pond Dye:** Pond Dye will be applied to the pond(s) on an as needed basis at contractor's discretion.
  - e. **Water Quality Analysis:** Dissolved oxygen, pH, and temperature will be included as needed. More detailed water quality testing will be an additional charge based on the agreed-upon parameters. Remediation will be priced separately.
  - f. **Enhanced Water Quality Analysis:** Lab-based enhanced water quality testing will be performed for **Ten (10) Ponds and tested one (1) time per year during the months of May through October** (Ponds will be agreed upon with the CDD before testing will be started) for the following parameters:
    - i. Water column profile for temperature and dissolved oxygen
    - ii. Secchi disk reading
    - iii. Lab Parameters: Alkalinity, Chlorophyll A, Conductivity, Hardness, Nitrates & Nitrites, Nitrogen Total (Kjedahl, pH, Phosphorus Free Reactive, Phosphorus Total, and Turbidity.
  - g. **Trash Pickup:** Premier Lakes will provide minor trash and debris pickup when on-site. In some circumstances, for example, in a community where a significant amount of new home construction is ongoing, and the amount of trash and debris is excessive, trash pickup will be an additional service to be added.
  - h. **Management Reporting:** Service reports detailing the services rendered will be provided following each inspection.
  - i. **Aquatic Consultation:** Attendance to monthly board meetings when requested.
4. **Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a three (3%) increase in the Annual Agreement Price each year, rounded to the nearest dollar, under the same terms, specifications, and conditions set forth by this Agreement.
5. **Payment Terms:** No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal



**Monthly** installments of **\$11,000.00** per **Month** commencing as of the first day of the month following the date of commencement of this Agreement. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.

6. **Forms of Payment:** Premier Lakes accepts payment by check, ACH, debit, and credit card.
7. **Credit & Debit Card Fees:** Premier Lakes will charge customers a 3% processing fee for invoices paid by Credit or Debit card.
8. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement. If Premier Lakes commences services under this Agreement, this paragraph will not apply.
9. **Force Majeure:** Premier Lakes 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.
10. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information, including, but not limited to, billing address, email addresses, and phone numbers, within thirty (30) days of any such changes.
11. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at P.O. Box 3483, North Fort Myers, FL 33918. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.
12. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.
13. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral





damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.

14. **Additional Services:** Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately under a separate agreement between the customer and Premier Lakes.
15. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its own direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.
16. **E-Verify:** Premier Lakes 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.
17. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.



**Annual Agreement Amount:** \$132,000.00

**Monthly Agreement Amount:** \$11,000.00

**Invoicing Frequency:** Monthly

**Accepted and Approved:**

**Celebration CDD**

**Signature:**

**Printed Name:**

**Title:**

**Date:**

**Customer Address for Notice Purposes:**

**Premier Lakes, Inc.**

**Signature:** *Alex Kurth*

**Name:** Alex Kurth

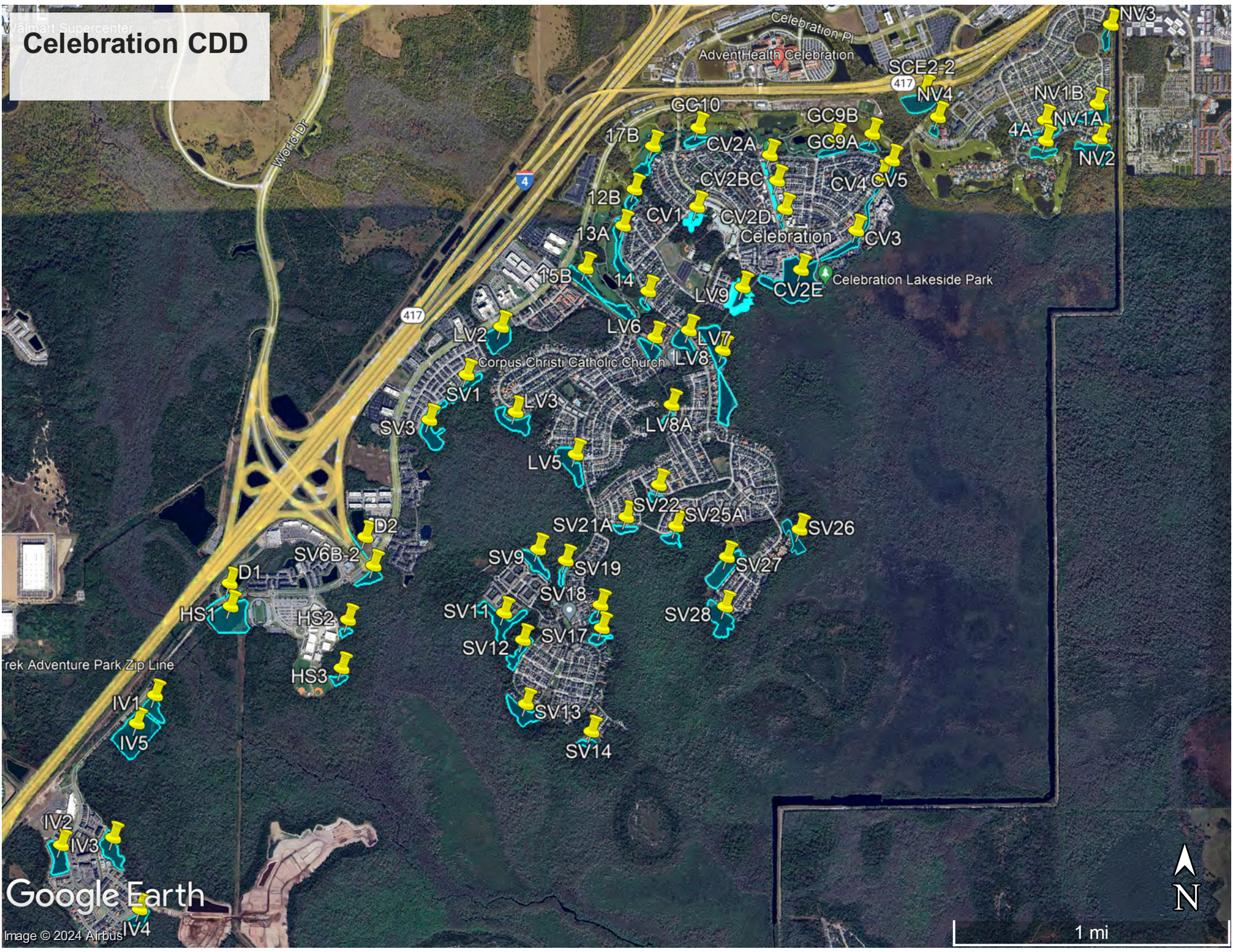
**Title:** President

**Date:** 04/16/2024

**Please Remit All Payments & Contracts to:** 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543.



Walmart Supercenter  
**Celebration CDD**



Google Earth

Image © 2024 Airbus



1 mi





## **One-Time Work Order Agreement**

**Customer Name:** Celebration CDD

**Management Company:** Inframark Community Management, Angel Montagna, LCAM

**Work Order Description:** Lake Maintenance Start-Up

**Premier Lakes Consultant:** Alex Kurth

**Consultant Phone Number:** 239-707-1575

This Agreement, dated **April 16th, 2024**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Celebration CDD**, hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this agreement.
2. **Service Area:** The "Service Area" is described as **58 lakes consisting of approximately 98,535 linear feet and 157.47 surface acres. Map attached.**
3. **One-Time Services:** Premier Lakes will **provide additional chemical and labor necessary to get the lakes back into maintenance condition.**
4. **Payment Terms:** The total agreement amount is **\$10,000.00**. The total agreement amount will be invoiced upon the **Annual Lake Maintenance Effective Date (June 1st, 2024)**. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.
5. **Forms of Payment:** Premier Lakes accepts payment by check, ACH, debit, and credit card.
6. **Credit & Debit Card Fees:** Premier Lakes will charge customers a 3% processing fee for invoices paid by Credit or Debit card.
7. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement.



If Premier Lakes commences services under this Agreement, this paragraph will not apply.

8. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services nor for any failure to provide the Services due to any cause beyond its reasonable control.
9. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.
10. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for plant damage due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.
11. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.
12. **E-Verify:** Premier Lakes 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.
13. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.



**Total Agreement Amount:** \$10,000.00

**Accepted and Approved:**

**Celebration CDD**

**Signature:**

**Printed Name:**

**Title:**

**Date:**

**Customer Address for Notice Purposes:**

**Premier Lakes, Inc.**

**Signature:** *Alex Kurth*

**Name:** Alex Kurth

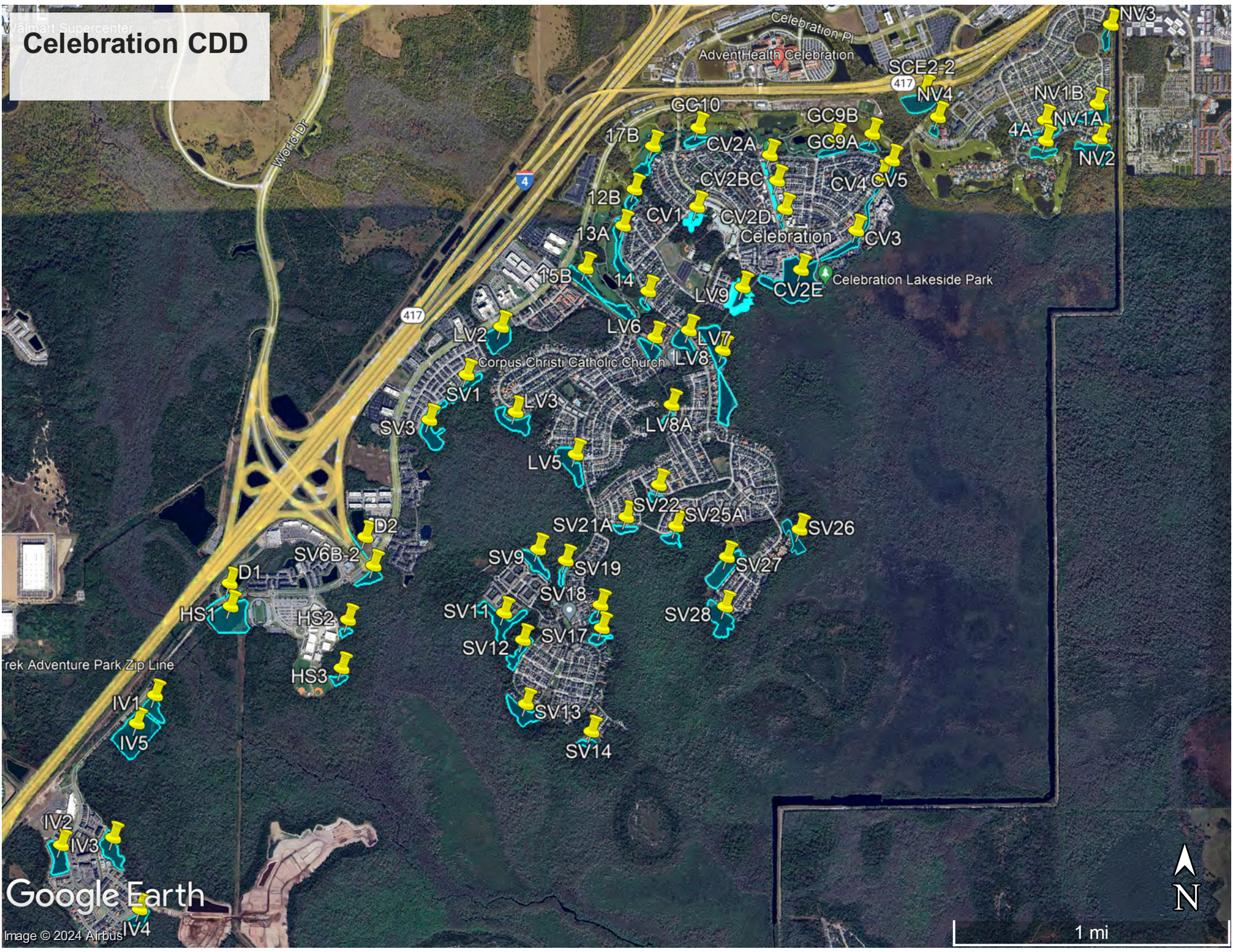
**Title:** President

**Date:** 04/16/2024

**Please Remit All Payments & Contracts to:** 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543.



Walmart Supercenter  
**Celebration CDD**



Google Earth

Image © 2024 Airbus

1 mi







## Annual Management Program Agreement

**Customer Name:** Celebration CDD

**Management Company:** Inframark Community Management, Angel Montagna, LCAM

**Agreement Effective Date:** June 1st, 2024 - May 31st, 2025

**Program Description:** Annual Aeration Maintenance

**Premier Lakes Consultant:** Alex Kurth

**Consultant Phone Number:** 239-707-1575

This Agreement, dated **April 16th, 2024**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Celebration CDD**, hereinafter known as "Customer."

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.
2. **Service Equipment:** The "Service Equipment" is described as **14 Aeration systems**.
3. **Contract Services:** Premier Lakes will perform **(2) Two** inspections per year of the Service Equipment and provide the following service as necessary.
  - a. **Aeration Maintenance:** Maintenance services will include inspection of all components, airlines, diffusers, lubrication where necessary, cleaning of cabinet and removal of debris, removal of weeds, change of all filters, adjust valves, and will include vane or piston/cup replacement. Additional parts/labor, such as replacement valves, pressure gauges, capacitors, check valves, fans, etc., will be invoiced to the client. Any repair item that exceeds \$500 will be submitted as a quote and approved before work is performed.
  - b. **Management Reporting:** Service reports detailing the services rendered will be provided following each inspection.
  - c. **Aquatic Consultation:** Attendance to monthly board meetings when requested.



4. **Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a three (3%) increase in the Annual Agreement Price each year, rounded to the nearest dollar, under the same terms, specifications, and conditions set forth by this Agreement.
5. **Payment Terms:** No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal **Monthly** installments of **\$300.00** per **Month** commencing as of the first day of the month following the date of commencement of this Agreement. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.
6. **Forms of Payment:** Premier Lakes accepts payment by check, ACH, debit, and credit card.
7. **Credit & Debit Card Fees:** Premier Lakes will charge customers a 3% processing fee for invoices paid by Credit or Debit card.
8. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement. If Premier Lakes commences services under this Agreement, this paragraph will not apply.
9. **Force Majeure:** Premier Lakes 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.
10. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information, including, but not limited to, billing address, email addresses, and phone numbers, within thirty (30) days of any such changes.
11. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at P.O. Box 3483, North Fort Myers, FL 33918. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.
12. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall





include, but not be limited to, the right to damages and injunctive relief under Florida law.

13. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.
14. **Additional Services:** Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately under a separate agreement between the customer and Premier Lakes.
15. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its own direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.
16. **E-Verify:** Premier Lakes 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.
17. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.



**Annual Agreement Amount:** \$3,600.00

**Monthly Agreement Amount:** \$300.00

**Invoicing Frequency:** Monthly

**Accepted and Approved:**

**Celebration CDD**

**Signature:**

**Printed Name:**

**Title:**

**Date:**

**Customer Address for Notice Purposes:**

**Premier Lakes, Inc.**

**Signature:** *Alex Kurth*

**Name:** Alex Kurth

**Title:** President

**Date:** 04/16/2024

**Please Remit All Payments & Contracts to:** 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543.

**SERVICES CONTRACT**

CUSTOMER NAME: Celebration CDD

SUBMITTED TO: Angel Montagna

CONTRACT EFFECTIVE DATE: May 1, 2024, through April 30, 2025

SUBMITTED BY: Kevin Wilt

SERVICES: Annual Maintenance Supersede for 66 Waterways and Aeration Maintenance

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

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

2. PAYMENT TERMS. The Annual Contract Price is **\$121,500.00**. SOLitude shall invoice Customer **\$10,125.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

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

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to

**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.





by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a six percent (6%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.

5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

6. 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.

7. 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.

8. 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.

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

**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.



10. 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.

11. 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.

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

13. 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.

14. 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.

Customers 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

**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.



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 SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. 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.

**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.





ACCEPTED AND APPROVED:

**SOLITUDE LAKE MANAGEMENT, LLC.**

**Celebration CDD**

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

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

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

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

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

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

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

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

***Please Remit All Payments to:***

***Customer's Address for Notice Purposes:***

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

\_\_\_\_\_

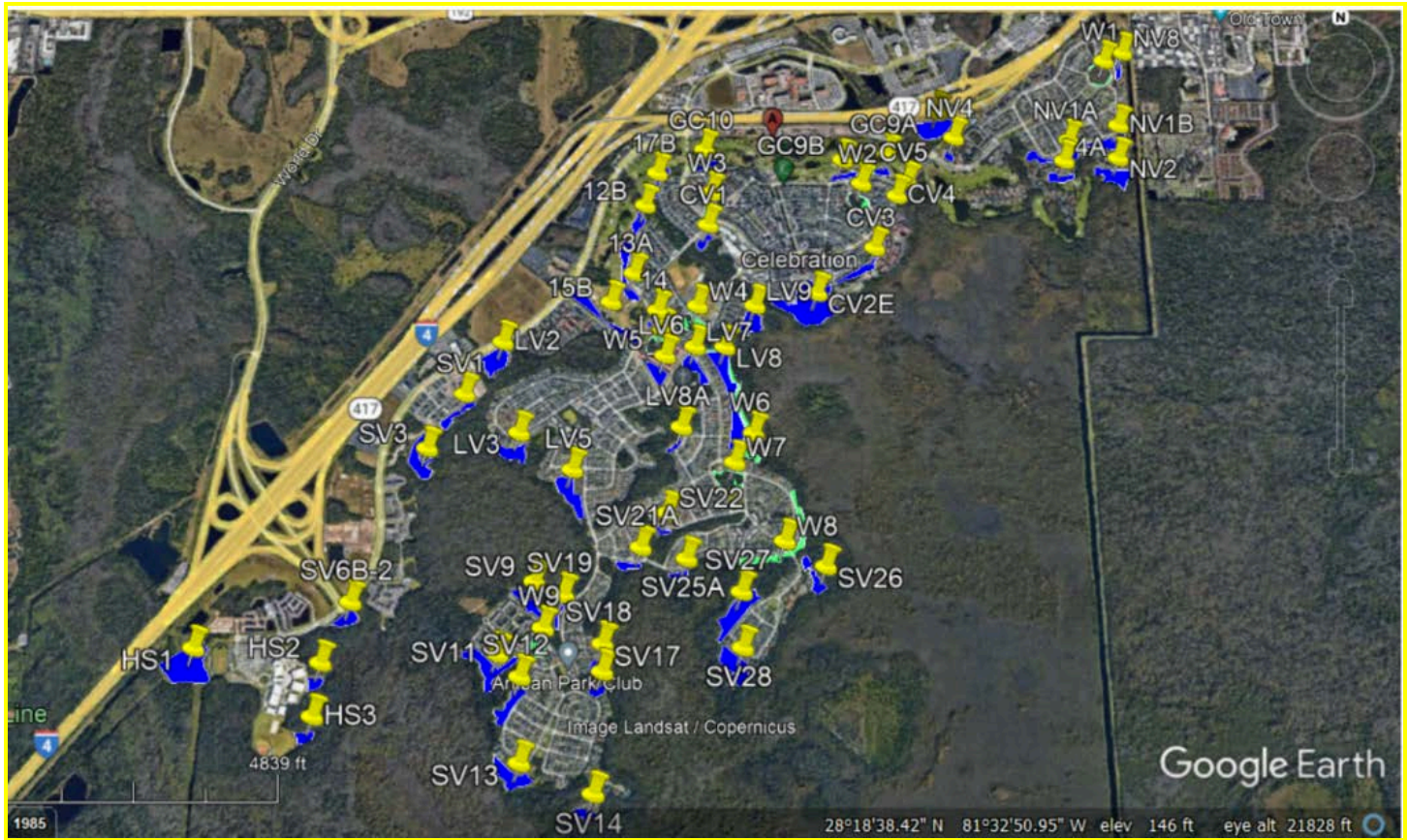
***Please Mail All Contracts to:***

***1253 Jensen Drive, Suite 103  
Virginia Beach, VA 23451***

**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.



### **SCHEDULE A - SERVICES**



#### Monitoring:

1. A SOLitude Aquatic Specialist will visit the site and inspect the pond(s) on a **six (6) times per month** basis.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

#### Aquatic Weed Control:

1. Pond(s) will be inspected on a **six (6) times per month** basis.

**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.



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

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **six (6) times per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

1. Pond(s) will be inspected on a **six (6) times per month** basis.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Littoral Shelf Control:

1. Littoral areas will be inspected and treated on an as-needed basis to maintain compliance with governing agencies for the management of all nuisance and exotic species.
2. Maintenance of future littoral plantings may necessitate an increased service level at an additional cost.
3. All Species will be killed in place with an approved herbicide,
4. This proposal does not include debris removal or disposal.

**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.





Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on an **as needed** basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Trash Removal:

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

Water Quality Monitoring: **For Ten (10) Ponds**

1. Pond water samples will be taken and tested **one (1) time per year during the months of May through October (Ponds will be agreed upon with the CDD before testing will be started)** for the following parameters:

**Enhanced Waterbody Assessment**

Testing included:

- Water column profile for temperature and dissolved oxygen
- Secchi disk reading
- Surface and bottom sample analysis for the following
  - total phosphorus, total nitrogen, ammonia, total alkalinity, pH, conductivity, and turbidity

Specialized Equipment: at depth water sampler, dissolved oxygen and temperature meter, pH meter, gps unit, and depth finder

A formal report will be provided along with recommendations to improve overall waterbody condition

Submersed Air Diffuser Aeration System Maintenance: **For 14(10 Solitude and 4 other) Aeration Units and all Solitude purchased and installed units in the future while we are under contract.**

1. Company will service all of the Diffused Aeration Systems **two (2) times per year** on a bi-annual basis as follows:

Compressor will be tested to ensure proper operation.

Cabinet Cooling Exhaust Fan will be checked to ensure proper operation.

Compressor Carbon Vanes and Seals will be changed annually or as needed.

Compressor Air Filter / Muffler Assembly will be checked, cleaned, and replaced as needed.

Diffuser air stones and/or membranes will be cleaned and replaced as needed.

**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.



2. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.
3. All replacement parts required for proper maintenance of the aeration systems will be billed as an additional charge.
4. Any significant problems / malfunctions that are discovered during the maintenance service which are no longer under warranty, which are not part of routine maintenance, and that will require additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.
5. All aerator work will be performed by factory certified service and repair technicians.

Service Reporting:

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

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

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



balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the 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.

**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.



