
Miromar Lakes Community Development District

Regular Meeting Agenda

January 11, 2018



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Prepared by:

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MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

January 3, 2017

Board of Supervisors
Miromar Lakes Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Miromar Lakes Community Development District will be held on **Thursday, January 11, 2018, at 2:00 P.M.** at the **Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.**

1. Call to Order & Roll Call
2. Consideration of Minutes:
 - a) Regular Meeting – November 9, 2017
3. Consideration of award of bid for lake and wetland maintenance.
4. Staff Reports
 - a) Attorney
 - b) Engineer
 - c) Asset manager
 - I. December, 2017 Report
 - d) Manager
 - I. Financial Statements for the period ending November 30, 2017
5. Supervisor's Requests and Audience Comments
6. Adjournment

The second order of business is consideration of the minutes of the November 9, 2017 regular meeting.

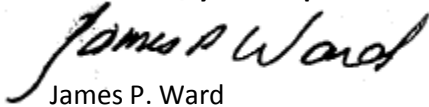
Miromar Lakes Community Development District

The balance of the Agenda is standard in nature and I look forward to seeing you at the meeting, and if you have any questions and/or comments, please do not hesitate to contact me directly at (954) 658-4900.

Yours sincerely,

Miromar Lakes

Community Development District



James P. Ward
District Manager
Enclosures

The Fiscal Year 2018 schedule is as follows

October 12, 2017	November 9, 2017
December 14, 2017	January 11, 2018
February 8, 2018	March 8, 2018
April 12, 2018	May 10, 2018
June 14, 2018	July 12, 2018
August 9, 2018	September 13, 2018

**MINUTES OF THE MEETING OF THE
MIROMAR LAKES
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Miromar Lakes Community Development District's Board of Supervisors was held on Thursday, November 9, 2017, at 2:00 p.m. at the Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.

Board members present and constituting a quorum were:

Dr. David Herring	Chairman
Mr. Doug Ballinger	Vice Chairman
Mr. Alan Refkin	Assistant Secretary
Mr. Michael Weber	Assistant Secretary

Board members absent were:

Mr. Burnett Donoho	Assistant Secretary
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Staff present:

James Ward	District Manager
Greg Urbancic	District Counsel
Paul Cusmano	Calvin Giordano & Associates
Bruce Bernard	Calvin Giordano & Associates
Charlie Krebs	District Engineer

Audience:

Tim Byal	Miromar Development Corporation
Mike Rizzo	
Jerry Left	
Sheryl Parker	

1. Call to Order & Roll Call

Mr. Ward called the meeting to order at 2:00 p.m. A roll call determined all members of the Board were present with the exception of Supervisor Donoho.

2. Consideration of Minutes

a) October 12, 2017 Regular Meeting Minutes

Mr. Ward asked if there were any deletions, corrections or additions to the minutes. Mr. Ballinger pointed out there were two typographical errors, which were noted. Mr. Ward called for a motion for their approval.

Motion was made by Mr. Ballinger and seconded by Mr. Refkin to approve the minutes of the October 12, 2017 meeting with corrections, and with all in favor, the motion was approved.

3. Consideration of Agreement with Dex Bender Environmental Consulting

Mr. Ward stated that this agenda item is consideration of an agreement with Dex Bender Environmental Consulting. He said the part of the transfer of the Army Corps permit to the District last month requires the District to go through the process of permitting the riprap in the system. He noted that we discussed two consultants, an environmental consultant and an attorney who specializes in Army Corps permitting.. He said the Board could get the process started with the environmental consultant. He stated Dex Bender had done all of the environmental work on this project and was well renowned in the area for this type of work. He said, as such, he recommended the firm for consideration, the agreement provided by Dex Bender. He said the hourly rates were consistent with what he had seen from other environmental consultants. He added that this company had also done work for them in the past.

A discussion ensued concerning this consultant, and it was generally stated this company was good to work with.

Mr. Ward called for a motion.

Motion was made by Dr. Herring and seconded by Mr. Ballinger to accept the bid of Dex Bender Environmental Consulting as presented, and with all in favor, the motion was approved.

4. Staff Reports

a) District Attorney

Mr. Urbancic updated the Board concerning the Bellini and Ravenna transfer of lakes. He stated both communities wanted a transfer of their lakes. He stated he had worked with the developer, and a set of documents had been prepared which would come to the Board on a future agenda. He said there were still some details to be worked out.

Dr. Herring asked about the state of the lakes' shoreline following the hurricane. Mr. Urbancic responded that he did not know, but it would be determined. He said he had requested that the shorelines be in proper certified condition. He added that there were fountains which needed to be checked as well.

A discussion ensued concerning whether fountains were an asset. Mr. Byal pointed out that the fountains were part of the lakes and should be accepted. Mr. Refkin said he thought fountains were not an essential part of the water management system.

Mr. Ward responded to Dr. Herring's question concerning damage from the hurricane. He said Bellini, Isola Bella, and Verona Lago experienced significant hurricane damage, and it would cost a significant amount to repair the lake banks. He said these areas were all owned by the residents or whoever and had not been turned over to the CDD as was usual. He said that was what the CDD was in the process of doing now. Mr. Ward felt that these particular residents should not have to solve the hurricane damage problem. He said one of the lakes did have a fountain.

Dr. Herring asked Mr. Ward if it was his position that the CDD should take over the lakes and be responsible for restoration of the banks for those that had not been turned over yet. Mr. Ward responded affirmatively for those areas where there were residents living in the communities, which were Isola Bella, Bellini, and Verona Lago.

Dr. Herring asked if these communities had homeowner associations. Mr. Ward responded that he was not sure if they all did. Mr. Urbancic said Bellini and Ravenna, the ones he was working on, were condominiums.

Dr. Herring said at Caprini, where he resided, residents had their own Homeowner's Association as well. He said his community had incurred a great deal of storm damage that had to be repaired. He said he would not expect another community to be responsible for repairing that damage, and they were doing it themselves. He did not think the CDD should do these shoreline repairs.

Mr. Ballinger asked if the CDD was supposed to repair this damage whether the areas were owned or not owned. Mr. Ward responded affirmatively. Dr. Herring responded the issue was not presented that way. Mr. Ward stated it started a couple years ago. He said it came up with respect to the Alico litigation and some of the fines which would have resulted with South Florida. He said at that time, it was said that the CDD would take responsibility for the water management system and making repairs. He said over the years the CDD had consistently taken over the assets, and it was in the capital plan. He added these areas should have been turned over to the CDD years ago, but for some reason, it had not been done.

Mr. Weber said he had mentioned in the past that Volterra and Ana Capri have not been turned over to the CDD. He asked what needed to be done for this to occur. He pointed out that Bellini and Volterra were on the same peninsula, and the channel was still not turned over to the CDD. Mr. Weber was informed that Volterra would be approved along with Bellini.

Dr. Herring questioned what the developer would do if the CDD forgot to turn over a property.

Mr. Urbancic said Bellini and Ravenna, for whatever reason, had configured their condominiums and made their lakes part of the common element, and he was

having to sever them from the common element, which made the process less logical.

Mr. Urbancic said he did not need anything from the Board at this time, and this item would probably be on the next agenda.

Mr. Weber pointed out that fountains addressed the issue of noise abatement which had come up at the last Board meeting, and these fountains help with the noise from Ben Hill Griffin and I75. He said the conversation about fountains was important because if they were the HOA's responsibility, then the Board would know that if somebody wanted a fountain, who had to address it. If not, then it would be the CDD's decision what happened to the fountains. He said the point of who was responsible was relevant, and the Board needed to answer that question.

Mr. Urbancic stated he brought the issue of the fountains up because he knew the maintenance of them was usually an issue.

The Board looked at maps of the proposed areas and the existing fountains.

Mr. Ward said the CDD needed to take responsibility for the lakes in question. He said it was unfortunate that there had been a hurricane, but the lakes were a part of the Water Management District. He said what the Board did with the fountain was up to them.

Mr. Weber continued that now the Board was saying they were going to take over the maintenance of the lakes, but it should not be retroactive to pre-hurricane status. The CDD should not be reimbursing the unit owners in Bellini for the cost of repairing the shoreline. This was money that had already been spent, which again was the \$3,300 assessment.

Mr. Ward stated in his conversations with these residents, he did not know what had been spent. Mr. Weber responded about \$200,000. Mr. Ward said he would be surprised if they did not want to be reimbursed, but he had not had that discussion with the residents yet. He said his concern now was getting a significant piece of the water management district turned over to the district. He said petitioning the Board for repayment was a holistically different issue.

Mr. Weber said now would be the time to address the fountains, the hurricane damage and who's paying for it, and at what point would the Board be taking it over.

Mr. Ward said he would play devil's advocate and say the developer was going to argue that if whoever the builder was would have turned it over, we would have had the responsibility of maintaining it and taking on the cost of it. At the end of the day, The residents have been damaged by their own builder.

Dr. Herring said the Board would be opening a big can of worms because other communities that had already spent significant amounts of money might look at this and say, the CDD was taking care of Bellini which was not even part of the CD. He said

these residents would feel they were part of the CDD, had done their own reparation and maybe would want to be paid back.

It was pointed out that it could only be damage to the water management system.

Dr. Herring said it was still opening a can of worms, and he agreed with Mr. Weber that this needed to be settled. He said the transfer of that property had not been an issue until repairs had to be made.

Mr. Ward said nobody knew about it until then.

Mr. Refkin asked Mr. Ward how the Board could set the policy or establish the policy.

Mr. Ward responded as it related to the fountain, it was simple. The Board needed to tell him what they wanted to do.

Following discussion, it was noted that generally if a community wanted to add a fountain or any asset, the community would provide the initial capital, and then give it to the CDD for maintenance.

Dr. Herring asked if the fountains were costly to maintain. The response was affirmative.

Mr. Weber questioned if fountains should be part of the water management system. He stated in his mind, they were not, as fountains were decorative and noise abatement and were not necessary for water management.

Mr. Bernard said fountains were aesthetic but were also good for the water management system. He said fountains were big bubblers, and the cascading of the air into the system put more oxygen into the lake.

Mr. Weber said that basically they were not necessary, and the fact that fountains improved water quality was just a positive by product.

Mr. Refkin asked the Board to go back in the minutes to when the fountains were installed. He said the Board was told by the experts that fountains were aesthetic noise abatement. He said the amount of oxygen in the water, or the BOD rate, was not important in these lakes because there were no fish.

Mr. Byal commented that he did not see a difference between a fountain, the trees, and the berms. They were all part of the community and maybe a more holistic view was important. He said there needed to be an entity to maintain these elements in perpetuity. It could be the CDD or the HOA, but not the developer.

Dr. Herring stated it was for the developer as well. He said they were trying to sell houses, and when a person saw fountains and landscaping, it was favorable.

Mr. Byal continued that there should be a means by which the community could sustain all the assets that were produced.

Mr. Refkin commented that he agreed that the approach should not be fragmented, and there should be a policy and guidelines to follow. He said his issue personally was that not every community had a fountain, and so why should somebody outside of an HOA pay for a fountain in another community.

Mr. Byal stated he understood that, and Mr. Refkin had a point, but a more holistic approach needed to be taken. There were many communities that were not on the big lake, so should that cost be segregated from the people who do not live on it.

Mr. Refkin commented that people used the big lake for boating and aesthetics.

Mr. Byal responded that the Surface Water Management System was an interconnected system that everybody used in order to drain the property of the community. He said the Board could pick and choose how they wanted to do it, but all they would be doing was pushing cost around.

Mr. Weber agreed that it was a matter of shifting and who was going to pay for it. Ultimately, it was paid for by many upset people. The issues of the fountains were a little different. He illustrated if the CDD was going to take responsibility for the fountains, then each of the communities that did not have fountains might want fountains because they did not have to pay for them. If the fountains were the responsibility of the HOA, they might think twice about them because of the cost.

Mr. Ballinger asked if this issue would be decided today.

Mr. Ward said the fountains did not relate to the project of shoreline restoration, but it did relate to the Water Management System. He said the CDD was in the process of getting the properties in the name of the District and then taking on the balance of the restoration project.

Mr. Weber said he would move to approve Mr. Ward's request with clarification that it would be from this point forward and not retroactively. Mr. Ward responded that was fine, and the documents for this issue would be before them next week.

b) District Engineer – No report.

c) District Manager

Mr. Ward stated he had sent the Board members a document, which he noted was an ongoing document, which had been prepared two days ago. He said there was still much work to be done to evaluate what kind of hurricane damage there was throughout the community and what the cost would really be for repairs. He said at the moment the repair estimate was \$800,000. He said the cost of the restoration work was unknown to him, which included landscaping restoration. He said the figure did include the Water Management System. Mr. Ward stated he had chopped out the complete capital improvement budget for the current year, and it would take another \$375,000 in cash above the capital budget in order to fund just the \$800,000. He said that would take their cash balance down to roughly \$178,000, once the cleanup work was finished. He said this was an extremely low cash balance.

Mr. Refkin asked if the figure took into account the environmental attorneys.

Mr. Ward responded negatively.

Mr. Ward continued that the important point was that the Board were going into a budget year in a couple months in 2018 and there was still a great deal of landscaping work to pay for and the capital program for 2018 was now completely on hold. He said the key question was whether the CDD was going to have another assessment in order to finish the Hurricane Irma relief, restore some of the reserves, and then move on with the capital program. Or, did the Board want to try to keep the assessment level the same, which in his opinion would not be a financially sustainable choice, for the next three or four years.

Mr. Ballinger asked if there was a legal situation to do a special assessment mid-year.

Mr. Ward responded this could be done. He said the Board would have to go through the process of levying a special assessment, which required notification to all property owners, a public hearing, and Board approval. He added that a midyear assessment process was a little more difficult because the bill was done on the tax rolls in November. A midyear bill would have to be mailed out. He said the only other alternative would be to limp through the current year, spend the \$800,000, prepare the budget for Fiscal Year 2019, and then take a look at what it would truly cost and do a one-time special assessment in addition to the regular special assessment. He said they would go through that public hearing process and then go back to the regular assessment process beginning in fiscal year 2020.

Dr. Herring clarified that there were two figures: \$152,000 and \$146,000 for Bellini and Isola Bella. He asked if those figures were included in the \$800,000. Mr. Ward responded affirmatively. Dr. Herring asked if the Board had decided that they were, in fact, going to take ownership of these areas or was it still up for debate.

Mr. Ward said that had just been discussed, and he thought the Board had decided to do so.

Dr. Herring asked what the District was obliged to restore, and could some of the proposed changes in landscaping be accomplished. Mr. Ward responded that this could be done.

Mr. Ward said he would separate restoration into water management and landscaping. He said the CDD has no cost for landscaping restoration, and they did not have the funds to do any landscaping at this point.

Dr. Herring said then his question was answered, and all the CDD was obliged to do was clean up, not replace.

Mr. Bernard stated there was a little money for replacement in the \$800,000, and he would like to use that for critical areas. All agreed that was important. He continued that next month he would be coming to the Board with a proposal for replacing the landscape with different trees. He said the 175 Berm had an abundance of trees, approximately 1,200 trees. He said now that they had grown, they could be thinned out, and possibly used elsewhere. He said other berms were in the same category. He said he was also looking to install hedges that could not be seen through and for noise abatement.

Mr. Ward said in conclusion from a financial perspective there was an \$800,000 line item that they knew of at the moment plus whatever would be identified over the next month or two. He said when the Board went into the budget process, he thought it would be best to identify a long term plan that would be sustainable financially including building up the reserves, restoring the funding that was lost from Hurricane Irma and putting the capital program back in place. He said the Board should try to characterize the special assessment as a one-time assessment that helped to do those things he just mentioned. He suggested the Board continue with their ongoing regular capital program into the following year.

Mr. Refkin requested Mr. Ward to give them an idea of the amount of that assessment, possibly next month.

Mr. Ward said it might be a little early to that in December, but he would try. A comment was made that if it was \$500 for 1900 units, it would be nearly \$900,000. In the overall magnitude of the residences, that should not be a shocker to anybody. Mr. Ward said he was thinking the special assessment should be characterized as a one-time assessment and be done as part of the budget process for Fiscal Year 2020, put on the tax bill one time and collected that way as everyone liked to pay it that way.

Mr. Weber said his understanding was that there would not be an assessment from the Miromar Master Association. Mr. Byal confirmed this. He said there was a substantial fund that had been developed over time that allowed them the flexibility to handle a catastrophe like Hurricane Irma without the necessity of an assessment.

Mr. Weber said when the public meeting about the assessment took place, they should remember to point out that there would be no special assessment from the Master Association.

Dr. Herring asked if FEMA would be involved in this. Mr. Bernard answered that the FEMA application had been completed and the state approved it and kicked the application to the federal level for approval. He said if approval was given, FEMA would come and take a look at what they have and what had been done. He said they would only get paid for lands that were maintained by the CDD. He said they did not own any of the areas where there had been erosion; these were resident properties. He stated the Board could look for approximately \$300,000 to \$400,000 for reimbursement; FEMA reimbursed at 75%.

Mr. Weber clarified that FEMA would not recognize an easement interest. Mr. Ward said this was true. Mr. Weber pointed out that the two new lakes that the CDD was about to accept were easements and that would create an issue later. Mr. Ward responded that was true throughout the entire community as it was in most CDDs.

Mr. Bernard pointed out that an individual resident could apply for FEMA.

Mr. Ballinger asked if the Homeowner Association could apply for FEMA. Mr. Ward responded they could not unless it was in HOA's (inaudible).

Dr. Herring asked if the residents had to meet a threshold for what could be applied for and maybe the Board should let the homeowners' know that they were eligible to apply. Mr. Ward responded he wasn't sure how notification could be done.

Mr. Byal pointed out there was a different threshold for a governmental agency to try to obtain FEMA payments versus a private citizen. It was said that a governmental agency that had a public infrastructure asset would be reimbursed, and FEMA regulations also specifically addressed CDDs. Mr. Byal added it was difficult even for a CDD to get reimbursed.

Mr. Refkin complimented Mr. Bernard on the work that had been done on the berm.

An audience member, Ms. Parker, asked if getting reimbursed the \$300,000-\$400,000 amount from FEMA, would reduce the \$800,000. Mr. Ward said that would be a decision the Board would have to make sometime in the future. He said they had no significant funds and did not have enough money to even fund the restoration work related to this one hurricane. He added they would need to evaluate if the \$500,000 in the bank would be enough, but he did not think it would be. He said if the CDD got extra money from FEMA, the Board might evaluate putting that in the bank, so there would be more reserves.

Mr. Ward said as a result of the analysis that was completed two days ago, there was a requirement under state law that the CDD not expend more money than what was budgeted in the General Fund in any one fiscal year. He said there was also a requirement under the law that if the CDD did, within 60 days of the fiscal year end, the budget must be amended to ensure that it wasn't exceeded, otherwise there would be a

note in the audit. He added that \$130,000 had been spent in Hurricane Irma cleanup in the Fiscal Year that ended 9/30/2017, which put the CDD over their total expenditures that had been budgeted for Fiscal Year 2017. He said he had done a budget amendment, the third one for fiscal year 2017, that took \$130,000 out of cash and put it into the line items for Hurricane Reimbursement. This way the budget to actual in the audit will show the actual expenditures did not exceed the budgeted expenditures. He asked for a motion to adopt Resolution 2018-2.

Motion was made by Dr. Herring and seconded by Mr. Refkin to adopt Resolution 2018-2 as described above, and with all in favor, the motion was approved.

Mr. Ward thanked the Board for their patience on Hurricane Irma issues.

6. Supervisor's Requests and Audience Comment

Mr. Ward called for comments from the Board or the audience.

Dr. Herring stated that he had mistakenly taken a document home that he had signed at the last meeting that had approved the minutes, and he would bring it to him.

Mr. Left from the audience stated he had just come from a meeting where his board had passed a resolution authorizing a maintenance easement agreement. He said the board in the longer term wants to do a deed transfer of the bonds and were prepared to go to the owners, get their approval down the road, and get that transfer done. The Board thanked him.

Mr. Ward called for further comments from the audience.

Dr. Herring asked Mr. Byal to convey their appreciation to Margaret for the absolutely amazing job she had done and continued to do to bring the community back.

Ms. Parker from the audience stated the issue where she resided was where the water cut in and ripped the shoreline. She said a great job had been done the first time to rebuild it. Mr. Bernard explained that months ago was the first time the Parker's property had been repaired. He said a berm and sea wall had been put in, but shortly after, there had been a heavy rain, and it had to be fixed again. Then the hurricane did more damage at the same location. He explained to Ms. Parker that the worst areas were being fixed first. He said Ms. Parker's property still had its riprap, but some of the fill material and the sod had been pulled back. He pointed out that the waves just go over the sea wall and pull it back. He said there was a list, and when money was available, those areas would be repaired.

Ms. Parker commented that the community had spent a great deal of money repairing this issue the first time, and in her opinion, it was not truly done correctly. Mr.

Bernard told her that the repair work was an approved design that had gone to the County for permit. He said there were no warranties for an Act of God, and the damage was the same for many houses in her neighborhood. He added that without the hurricane, the damage would not have appeared.

Mr. Ward asked her what she was asking the Board to do. She responded she was asking the Board to make her berm safe, so she would not have that wash out anymore. Mr. Ward replied that unfortunately the Board would not be able to do anything until there was sufficient funding, which would be at least a year out.

Mr. Bernard told Ms. Parker that right now there were areas that needed some fill put in. She responded she could not get anyone to fill right now. Mr. Bernard said he would not have a problem getting fill in there, but the riprap would be repaired when the next phase of hurricane repairs were begun. He explained to her that because the repair had been recently done, the hurricane was able to do the damage. She asked if he felt the soil had now compacted enough, and he responded affirmatively.

7. Adjournment

Mr. Ward asked for a motion to adjourn.

Motion was made by Dr. Herring and seconded by Mr. Refkin to adjourn the meeting, and with all in favor, the motion was approved.

The meeting was adjourned about 3:22 p.m.

James P. Ward, Secretary

Dr. David Herring, Chairman

MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT

LAKE AQUATIC AND AERATION MAINTENANCE

BID SPECIFICATIONS

September 2017

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**MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT
NOTICE TO BIDDERS**

LAKE AQUATIC AND AERATION MAINTENANCE WITHIN CDD MAINTAINED LAKES

NOTICE IS HEREBY GIVEN that sealed bids will be received by the MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT (the "DISTRICT"), LEE COUNTY, FLORIDA, until 11:30 a.m., local time on Monday, October 23, 2017 at the offices of the District Engineer, Hole Montes Inc., 6200 Whiskey Creek Drive, Fort Myers, Florida 33919.

The work for which proposals are to be submitted consists of providing labor, materials and equipment for the routine high quality lake aquatic and aeration maintenance required within the CDD maintained lakes, pursuant to the terms and conditions of the specifications and contract documents pertaining thereto which may be examined at the District Office. One copy of the documents, including blank bid forms to be executed and submitted with a proposal, may also be obtained at the offices of the District Manager, JP Ward and Associates, LLC 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334 or by phone at 954-658-4900.

An on-site pre-bid conference (not mandatory) will be held on Thursday, October 12, 2017, beginning at 9:30 a.m. local time at the following location: **Miromar Lakes construction entrance (north of the main entrance to Miromar Lakes) on Ben Hill Griffin Parkway, Miromar Lakes, FL 33913.** A discussion and tour of the facilities will be conducted at that time.

The Bidder shall submit a sealed and clearly marked envelope that includes the three (3) printed proposals along with an electronic version of the entire proposal in a pdf format to be marked as follows: "Miromar Lakes Community Development District - Lake Maintenance Proposal".

Proposals shall be prepared, addressed, and submitted in compliance with detailed instructions as set forth in these bid specifications.

The District reserves the right to accept or reject any or all bids, to waive irregularities, technical errors, and formalities, and to award the contract as it deems will best serve the interest of the District.

Miromar Lakes Community Development District
JAMES P. WARD, DISTRICT MANAGER

**SECTION 1
INSTRUCTION TO BIDDERS**

- 1.1 SEALED PROPOSALS-** Sealed proposals will be received at the time and place designated herein for furnishing all transportation, labor, materials, tools, supplies, plant, equipment and machinery necessary, and performing all operations required for the completion of the work herein specified and as shown.
- 1.2 DEFINITION OF TERMS-** Where the following terms or their pronoun occur herein, the intent and meaning shall be as follows:
- District:** Miromar Lakes Community Development District
- Bidder:** Any Person, firm or corporation submitting a proposal for the work covered by these specifications or his duly authorized representative.
- Contractor:** The person, firm or corporation with whom the District has executed a contract for the work herein specified.
- Manufacturer or Supplier:** Any person, firm or corporation other than the contractor, supplying labor, material or equipment for the work herein specified.
- 1.3 DELIVERY OF PROPOSALS-** The proposer shall submit a sealed and clearly marked envelope that includes the three (3) printed proposals, an electronic version in pdf format to be marked as follows: "Miromar Lakes Community Development District - Lake Maintenance Proposals" to Hole Montes Inc. at 6200 Whiskey Creek Drive, Fort Myers, Florida 33919 on or before 11:30 AM on November 27, 2017.
- 1.4 PROPOSAL FORMS-** The Bidder shall submit their proposal on the forms, or an exact copy of the forms furnished herein. The blank spaces shall be filled in completely and correctly for each item and for every item for which a bid is tendered. The Bidder shall state the price, typewritten or in ink, for which the Bidder proposes to do each item of work called for.
- 1.5 SIGNATURE ON PROPOSAL-** The Bidder shall sign its proposal correctly. If the proposal is made by an individual, its name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its president, secretary, and treasurer. The proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall file with the proposal legal evidence of its authority to do so.
- 1.6 FAMILIARITY WITH LAWS-** The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that may in any manner affect the work. The failure of the Bidder to familiarize itself with applicable laws will in no way relieve the Bidder from responsibility. By execution of the proposal, Bidder represents the Bidder has familiarized itself with all such laws, ordinances, rules and regulations.
- 1.7 EXAMINATION OF SPECIFICATIONS AND SITE OF WORK-** The Bidder is required, before submitting its proposal, to visit the site of the proposed work and familiarize itself with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The Bidder is also required to examine carefully the specifications, form of

agreement, and to inform itself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract.

1.8 QUALIFICATION OF BIDDERS- It is required that all Bidders enclose with their sealed bids the following information:

- A. A detailed description of the firm including address, telephone number, number of employees, number of employees assigned to this project, I.D. numbers for IRS, Lee County Occupational License w/number and date of expiration, Restricted Pesticide License status, proof of suitable financial status, and current availability to handle projected workload.
- B. Briefly describe the educational background and professional experience of the firm owners, supervisors or key employees assigned to this project.
- C. List similar contracts for lake maintenance now held by your firm and other similar contracts, if any formerly held. List at least one person for each such contract who may be contacted by us who is knowledgeable about your work. List telephone numbers for these individuals.
- D. The contractor agrees only fully trained personnel will be assigned to this contract, except that trainees working under direct and continuous supervision will be acceptable for brief periods not in excess of one month or until certified as completed training.
- E. The contract will be awarded only to responsible contractors qualified by experience to do the work specified herein. The Bidder shall submit, with its bid, satisfactory evidence of its experience in like work and that the Bidder is fully prepared with the necessary organization, capital, equipment, and machinery to complete the work to the satisfaction of the District within the time stated in the proposal.

1.9 DISQUALIFICATION OF BIDDER- More than one bid from an individual, firm, partnership, corporation or association under the same or different name will not be considered. Reasonable grounds for believing that the Bidder is financially interested in more than one proposal for the same work may cause the rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among Bidders and no participants in such collusion will be considered in future proposals for the same work. Proposals in which prices are obviously unbalanced in the sole and absolute discretion of the District will be rejected.

1.10 Cone of Silence- The Cone of Silence shall be in effect for all vendors at the time the bid specifications are received from the District until the Board deliberates on the making of an award, there is a prohibition on communications with the District Manager and any District Board Members. The cone of silence does not apply to oral communications at the pre-bid/proposal meeting, oral presentations before selection committees, contract negotiations, and public communications in writing. All communications prior to proposal will be through Mr. Bruce Bernard at bbernard@cgasolutions.com or by phone at 954-658-1000.

1.11 RIGHT TO REJECT PROPOSALS- The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities. Bidders not receiving a contract award shall not be entitled to recover from the District any costs of bid or proposal preparation or submittal. Rejections of bids shall be provided in writing to all Bidders by facsimile, e-mail, United States Mail or by hand delivery.

1.12 AWARD OF CONTRACT- The award of the contract portions thereof as set forth

hereafter, if it is awarded, will be to the lowest responsive* and responsible** high quality Bidder whose qualifications indicate the award will be in the best interest of the District and whose proposal shall comply with the requirements of these specifications. In no case will the award be made until all necessary investigations have been made into the responsibility of the low Bidders and the District is satisfied that the Bidders are qualified to do the work and have the necessary organization, capital and equipment to carry out the provisions of the contract to the satisfaction of the District within the time specified.

- 1.13 **EXECUTION OF CONTRACT-** Immediately following the award of the contract to the Bidder by the District, the District Counsel will prepare a formal contract to be executed by the parties, which contract will be in substance the same as the form of contract which is attached to the various papers which were delivered by the District or its representative to the Bidder in the first instance. The Bidder shall within five (5) days of the award of the contract deliver to the District the fully executed contract, all applicable certificates of insurance from a company licensed to do business in the State of Florida.
- 1.14 **TERM AND AWARD-** the District reserves the right to hold all bids for a period not to exceed ninety (90) days after the date of bid opening as stated in the Notice to Contractors. Term of contract will be for one year with automatic annual renewal per Article 5 within Lake Maintenance Agreement.
- 1.15 **BID MODIFICATIONS-** No modifications shall be submitted by Bidder or accepted by the District.
- 1.16 ***Responsive Bidder:** Any person, firm or corporation submitting a bid for the work contemplated whose bid form is complete and regular, free from excisions or special conditions and has no alternative bids for any items unless requested in the specifications.
- 1.17 **** Responsible Bidder:** Any person, firm, or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work.
- 1.18 **Public Records-** Contractor awarded this bid will be subject to Florida Statutes, Section 119.0701, enacted by the State of Florida, which relates to any public record requests involving this contract. If the contractor has questions regarding Chapter 119 of the Florida Statutes, to their duty to provide – the contractor public records relating to the contract, please contact the CDD Director, Mr. Jim Ward, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334, or e-mail at JimWard@jpwardassoc.com

LAKE MAINTENANCE AGREEMENT

THIS LAKE MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2017, by and between **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Lee County, Florida (the "District") and _____, a Florida _____ (the "Contractor").

WITNESSETH:

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Lee County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements, including surface water management systems, landscaping, and other infrastructure within the Miromar Lakes community; and

WHEREAS, included within the maintenance responsibilities of the District is the responsibility to maintain certain lakes within its boundaries; and

WHEREAS, the District desires to employ the Contractor to provide lake maintenance services within the District; and

WHEREAS, the Contractor, through its proposal and has represented that it can provide such services as required by the District; and

WHEREAS, the District desires to employ the Contractor as an independent contractor to provide the services described herein for the compensation and upon the terms, conditions and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, including the mutual benefits provided to each party by this Agreement, receipt of which is hereby acknowledged by the parties hereto, it is mutually agreed by and between the parties hereto as follows:

1. **RECITALS.** That the above recitals are true and correct and are incorporated herein.
2. **DESCRIPTION OF WORK AND SERVICES.**

A. The District desires that the Contractor provide professional lake, littoral shelf and lake bank maintenance services of the very highest quality. Following the execution of this Agreement by both parties, the Contractor shall provide the District with the specific services identified in this Agreement commencing as of _____, 2017 ("Commencement Date").

B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services. All work to be performed within the scope of these specifications contained herein shall be strictly managed, executed, and performed by the Contractor using experienced personnel.

C. The Contractor shall provide the specific professional services as shown in Paragraph 3 of this Agreement.

3. **SCOPE OF LAKE MAINTENANCE SERVICES.** The monthly duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as Exhibit "A" attached hereto and made a part hereof (the "Work") and those other obligations set forth

herein. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities under this Agreement are met to the satisfaction of the District.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake the Work and/or perform such services as specified in this Agreement (including any addendum or amendment subsequently executed by the parties or in any authorized written work order from the District issued in connection with this Agreement and accepted by the Contractor). All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards in Lee County, Florida. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary or reasonably inferred for the proper provision of the Work to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any other work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager, or a representative of the District Manager, to act as its representative.

(2) The Contractor agrees to meet with the District's representative no less than four (4) time(s) per year, and at the request of the District, to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of lake related items that should be performed before the next periodic walk through. The District will be responsible for scheduling the inspections. The District must have no less than seven (7) days' notice if there is a need to reschedule. Notwithstanding, the walkthroughs with the District contemplated by this subsection, Contractor remains responsible for making appropriate weekly inspections of the entire property subject to the Work.

D. The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor, at the Contractor's sole cost and expense, agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

E. A representative of Contractor shall attend regular meetings of the District's Board of Supervisors, if requested, and at such other special meetings of the District's Board of Supervisors. A monthly written report shall be prepared and submitted by Contractor to the District representative on an agreed upon form provided by the contractor.

F. The Contractor shall replace, at the Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to make a reasonable effort to notify the District of any conditions beyond the control of the Contractor or scope of

Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following vandalism and/or other abuse of property.

5. COMPENSATION; TERM.

A. The term of this Agreement shall be from the Commencement Date through _____ (the "Term"), unless terminated prior to that time pursuant to the provisions set forth herein. Thereafter, this Agreement will be automatically extended for additional one (1) year periods pursuant to the terms and price hereof (hereinafter, "Annual Renewal Term") unless otherwise terminated or either party provides written notice of non-renewal to the other no later than ninety (90) days prior to the expiration of the Term or Annual Renewal Term, as applicable. Each Annual Renewal Term shall be on the same terms and conditions as the immediately preceding Term or Annual Renewal Term, as applicable, unless agreed upon in writing by the parties.

As compensation for the Work described in this Agreement, the District agrees to pay Contractor as follows: Contractor shall be paid by the District in monthly installments of _____ Thousand _____ and No/100 Dollars (\$ _____ .00).

B. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an amendment, addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. Notwithstanding the foregoing or anything contained herein to the contrary, the following services shall be within the scope of Work and are included in the Contractor's compensation set forth above: (i) prompt cleanup of debris within and adjacent to the lake areas after a wind event or storm, including, without limitation, major thunderstorms, tornadoes, or hurricanes; and (ii) routine removal of debris along and within all lakes and littoral areas.

C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. WARRANTIES. The Contractor warrants that Work performed and all goods delivered under this Agreement, shall be free from any defects in workmanship and material, and shall conform strictly to these specifications. The Contractor further warrants that all the Work shall be performed using Contractor's best efforts and shall be in conformance with industry standards for workmanship. The Contractor may install, from time to time, various plantings by virtue of a contemporaneously executed agreement between Contractor and District ("Separate Installation Agreement"). The Contractor shall replace, at Contractor's expense, all plant material including, but not limited to, littoral plants installed by Contractor pursuant to this Agreement or the Separate Installation Agreement (hereinafter "Plant

Material”) which, in the opinion of the District, fails to maintain a healthy, vigorous condition required by the terms and conditions of this Agreement and any specifications. By executing this Agreement, the Contractor represents that it has examined carefully all of the contract documents, acquainted itself with the site, and all conditions relevant to the Work, and has made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performing the Work pursuant to the Agreement. The Contractor acknowledges that the Agreement documents are sufficient for the proper and complete execution of the Work.

7. **SAFETY**. The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. The Contractor shall comply with all applicable standards, rules, or regulations of the Occupational Safety and Health Administration (hereinafter “OSHA”) and all applicable laws, statutes, rules, regulations and orders. The Contractor shall take precautions at all times to protect any persons and property affected by the Contractor’s work under this Agreement, utilizing safety equipment such as bright vests, traffic cones, etc.

8. **INSURANCE**.

A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(1) Workers’ Compensation coverage, in full compliance with Florida statutory requirements, for all employees of the Contractor who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer’s Liability with limits of not less than \$1,000,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.

(2) Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.

(3) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed. Said insurance shall also to include insured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

B. The District, its staff, consultants, agents and supervisors shall be named as an additional insured on all policies required (excluding worker’s compensation). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier acceptable to the District, who licensed to conduct business in the State of Florida, and such carrier shall have a Best’s Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

9. INDEMNIFICATION/HOLD HARMLESS. The Contractor assumes liability for and shall indemnify, defend and save harmless the District as well as its supervisors, members, employees, officers, managers, agents, successors and assigns from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, reasonable attorneys' fees of their attorneys) irrespective of the theory upon which based (including, but not limited to, negligence and strict liability) arising out of the Contractor's presence within Miromar Lakes for any purpose (including, but not limited to, performing work under this Agreement) and arising out of the Work area and the condition, operation ownership, selection, transportation, loading, unloading, security, leasing or return of any equipment or individuals with respect to the above services regardless of where, how and by whom used or operated and including, without limitation, injury to property or person (including death). This Agreement also obligates the Contractor to indemnify and save harmless the District for any and all expenses, costs, claims, actions, damages, losses, and liabilities of every kind arising out of any of the Contractor's or their subcontractors at the site. The Contractor understands and agrees that it is obligated and shall indemnify the District for damages and injury to persons and property caused in whole or in part by any act, omission, negligence or fault of the Contractor and its subcontractor, agents, employees, officers, directors, successors and assigns. The Contractor's obligation to indemnify and defend the District is absolute, including instances where the District are found potentially liable, responsible or at fault and in those instances where the District's own negligence or actions caused said damage or injury in part. Notwithstanding the above, the Contractor shall not be required to indemnify and defend the District for damages found by a Court to have been caused solely by the District gross negligence or the willful, wanton or intentional misconduct of the District or their employees, officers, directors, successors and assigns.

The Contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from the District to the Contractor as specific consideration for this indemnification. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes (and as later amended) and that said statutory provision does not govern, restrict or control this Agreement.

10. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

11. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any construction, materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

12. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific

performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

13. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

14. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

15. TERMINATION. The District agrees that the Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any breach under this Agreement by the District. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

16. PERMITS AND LICENSES. All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

17. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

18. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor, which policies of the Contractor shall not conflict with the District, or other government policies, rules or regulations relating to the use of the Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. The Contractor shall not incur expenses on behalf of the District, enter into any contract on behalf of the District, either written or oral, or in any other way attempt to obligate or bind the District except upon the express prior written approval of the District.

19. PUBLIC RECORDS. CONTRACTOR understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, CONTRACTOR agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. CONTRACTOR acknowledges that the designated public records custodian for the DISTRICT is Sandra Demarco (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the CONTRACTOR shall 1) keep and maintain public records required by the DISTRICT to perform the Services; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the CONTRACTOR does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in CONTRACTOR’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the CONTRACTOR, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of CONTRACTOR to comply with Section 119.0701, Florida Statutes may subject CONTRACTOR to penalties under Section 119.10, Florida Statutes. Further, in the event CONTRACTOR fails to comply with this Section or Section 119.0701, Florida Statutes, DISTRICT shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (JAMES P. WARD C/O JPWARD & ASSOCIATES, LLC) AT (954) 658-4900, JIMWARD@JPWARDASSOCIATES.COM, OR 2900 Northeast 12th Terrace,, Suite 1, Oakland Park FL 33334.

20. SEVERABILITY. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given the nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

21. EXHIBITS. All of the exhibits attached to this Agreement, if any, are incorporated in, and made a part of, this Agreement.

22. COMPLETE AGREEMENT. This Agreement (and any exhibits or proposals expressly incorporated herein) constitutes the entire and complete agreement between the parties hereto and supersedes all prior correspondence, discussions, agreements and understandings between the parties hereto relating to the matters herein contained.

23. MODIFICATIONS. This Agreement may not be amended or modified in any manner other than by an Agreement in writing signed by all of the parties hereto.

24. WAIVER. No waiver of any of the terms of this Agreement shall be valid, unless such is in writing and signed by the party against whom such waiver is asserted. In any event, no waiver shall operate or be constructed as a waiver of any future required action or of any subsequent breach.

25. CONSTRUCTION OF THIS AGREEMENT.

A. TITLES. The titles of paragraphs and sub-paragraphs are for reference purposes only, and shall not in any way limit the contents, application or effect thereof.

B. ORDER OF PARAGRAPHS. This Agreement shall be construed as a whole with no importance being placed upon the order of the paragraphs as they appear herein.

C. PRONOUNS. Pronouns used herein shall refer to every other and all genders and any word used herein shall refer to the singular or plural as required or appropriate to the context.

D. FLORIDA LAWS. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Florida.

E. NEGOTIATION OF AGREEMENT. The parties hereto have participated fully in the negotiation and preparation hereof and accordingly, this Agreement shall not be more strictly construed against one or the other.

F. INTERPRET TO BIND AND TO DO JUSTICE. This Agreement shall be interpreted in a manner to uphold and enforce the binding effect of all provisions hereof and, at the same time, to do justice to all parties in the event of doubt or ambiguity as to any term, expression or meaning.

G. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

26. NOTICES. All notices, demands, requests or other communications made pursuant to, under or by virtue of this Agreement must be in writing and either emailed, hand-delivered, delivered by next business day commercial courier (such as FedEx or UPS), or mailed through the United States Postal Service, to the party to which the notice, demand, request or communication is made, as follows:

IF TO DISTRICT:

Miomar Lakes Community Development District
c/o JPWard & Associates, LLC
Attention: James P. Ward, District Manager
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334
JimWard@jowardassociates.com

WITH A COPY TO:

Coleman, Yovanovich & Koester, P.A.
Attention: Gregory L. Urbancic, Esq.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
gurbancic@cyklawfirm.com

IF TO CONTRACTOR:

Attn: _____

_____ @ _____

Such addresses may be changed by written notice given to the address noted above. Any notice, demand, request or other communication shall be deemed to be given upon actual receipt in the case of email, hand-delivery or delivery by overnight courier, or two (2) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto, if applicable. Legal counsel may deliver any notice on behalf of the party such counsel represents.

27. COUNTERPARTS. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall deemed to be original, but all or which together shall constitute one and the same instrument.

28. VENUE, PREVAILING PARTY ATTORNEY’S FEES AND COSTS. In the event of litigation arising out of either party’s obligations under this Agreement, venue shall lie in Lee County, Florida and the prevailing party shall be entitled to recover its attorney’s fees and costs from the non-prevailing party, including but not limited to trial level fees, bankruptcy fees and appellate fees.

(Remainder of Page Intentionally Left Blank - Signatures Begin on Next Page)

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the date first written above.

DISTRICT:

**MIROMAR LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

James P. Ward, Secretary

By: _____
David Herring, Chairman

Dated: _____

CONTRACTOR:

_____,
a Florida _____

By: _____

Name: _____

Title: _____

Dated: _____

LAKE AQUATIC AND AERATION MAINTENANCE
EXHIBIT "A"
SCOPE OF SERVICES

Exhibit A

Scope of Services

6.01 SCOPE OF WORK – The contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, service, and all other necessary incidentals required to perform complete maintenance of water management area(s) as detailed below.

Each bidder shall submit one bid encompassing all proposal areas included in Exhibit “B” Bid schedule.

Exhibit “C” are maps showing the locations to be maintained by this contract.

6.02 DETAILED SPECIFICATIONS

1. General

Work under this section includes furnishing all labor, supplies, equipment and materials, and performing all operations connected with the completion of required water management areas maintenance and monitoring of area ponds as depicted within Exhibits “A”, “B”, and “C” and size and locations of which shall be independently verified by the Contractor. Various approved construction plans should be consulted for any variations from this list of requirements which may apply to individual wetland creation areas.

- The aquatic weed control program includes the mechanical removal or spraying of water management areas, as designated in Exhibit “C” accompanying this specification. These operations are for the removal of water hyacinths, cattails, broadleaf weeds and grasses torpedograss, hydrilla and other noxious or invasive weeds, including bottom rooted aquatic weeds that are unsightly or may impede the flow of water in the lakes and flow ways.
- Algae is an ongoing problem, and will be treated accordingly to district satisfaction as well as the aquatics mentioned above.
- Aquatic weeds mentioned above shall occupy no more than 1% of any lake, wetland, prairie, and conservation area or flow way at any one time. Noxious plants are defined as any water borne plant that will, if not managed properly through chemical or mechanical means, over take the desirable aquatic plants causing an unbalance of the waterway ecology system.
- All non-beneficial & invasive lake bank grasses and weeds, including torpedo grass, will be controlled from the water bodies control elevation into the water body during all times of the year. During times of drought, when the water bodies recede, it will be required to keep these undesirable lake bank grasses and weeds eradicated from the exposed lake banks.

- Hydrilla, bladderwort, coontail, chara and other matting type aquatic plants shall be treated or removed immediately upon identification in the water body either on the surface or below it.
- The contractor is required to make, at minimum, weekly visits to the site to insure the success of the Aquatic Weed Control Program. The Contractor shall make such additional site visits as required by the District to treat the District's Water Management System. Required additional visits shall be made within 24 hours of request from the Districts Resident Project Representative.
- Contractor will be pro-active in their weekly inspections to identify and report emergent of nuisance vegetation, submerged or native loss of wetland species over 10% from the previous inspections to the District representative. Contractor will take note of water edge conditions, and document within their reports any erosion issues encountered detrimental to the littoral shelves or lake bank stabilization.
- Additionally, the operations within mitigation conservation areas shall include the removal of such exotic plants as Melaleuca, Brazilian Pepper, Australian Pines, Downy Rose Myrtle and all other exotic or invasive plant materials as identified on the latest Florida Exotic Pest Plant Council's list of Category I or II invasive and exotic species as may be updated from time to time (see Exhibit "C" attached).
- The Contractor is required to thoroughly maintain the wetland, wetland prairies and conservation areas at a minimum of every six months and/or as may be required to insure compliance with permit, permit monitoring reporting and sound aesthetic management. Special care should be taken to insure that control measures do not disrupt the plant cover and diversity of adjacent mitigation areas, littoral shelves or vegetated pond banks. The spraying of excessive spikerush in many lakes will be part of the routine maintenance to prevent the spreading within the waterbodies.

2. Pond Bank, Prairies and Littoral Zone Maintenance

The Contractor will remove weeds, exotics and other nuisance vegetation from littoral zones. Additionally, these same weeds will be removed below the water level around the perimeters of the lakes, flow ways, wetlands, and wetland prairies within Exhibit "C". However, beneficial and "attractive" plant species should be allowed to develop in these shelves, pond banks, wetlands and wetland prairies. The Contractor will discuss with the District which species should be removed, and which should be retained.

3. Aeration Maintenance

The Contractor will perform inspections, and cleaning maintenance in accordance with the terms and conditions of this agreement.

- Semiannual (2) maintenance visits as required (approximately once every 180 days). Additional cleanings will be billed at time and materials. An inspection report will be generated and provided to District rep. after each maintenance visit detailing the work performed on each aerator and fountain.
- Inspection and cleaning will be provided for all existing aeration systems.
- Compressor Services
 - Replace compressor head gasket, piston cups and/or vanes, as needed, to maintain required air volume and pressure output.
 - Adjust air manifold and pressure relief valves to insure optimal performance.
 - Replace external air filters twice per year.
 - Replace internal air filters once per year.
 - Clean muffler assembly and filter.
 - Check and adjust compressor, CFM and PSI calibrate pressure relief valve.
- Cabinet Services
 - Inspect and lubricate cooling fan.
 - Remove excessive grass/weed growth from around compressor cabinets(s) to maintain optimal air flow and operating temperatures.
 - Apply fire ant bait around cabinet, when necessary.
 - Clean cabinet interior.
 - Lubricate cabinet hinges and barrel lock.
 - Test and reset GFI circuitry.
- Diffuser Services
 - Flex clean and adjust each diffuser assembly, for proper air flow and optimal performance.
- Air Line Services
 - Inspect and repair airline supply tubing and fittings.
- Parts and special repairs are not included in this agreement. All repairs are to be done on a proposal basis only. Parts may be built separately. No more than a 10% markup, with coast to contractor, will be accepted. All actions are subject to auditing review. Parts and repair costs may be invoiced separately.

Aerator Lake	Lake Locations	Lake	Aerator
1A	4	6A	3
1B-North	5	6B	3
1B-South	5	6C	1
1C	2	6D	3
2A	4	6E	4
3A	4	6G	3
Total	24		17
		Total 41	

Fountains	
Subdivision	Lake
Vivaldi	6-I
Valencia	6A, 6G
Porto Romano	3A, 3C
	Total 5

4. Miscellaneous Requirements.

- The Contractor shall use only approved chemicals and methods. In the event a chemical or method is banned by a governing agency in the State of Florida, or the Federal Government during the term of the contract, the Contractor shall continue work using other approved chemicals or methods.
- All weeds removed by physical or mechanical means shall be hauled away, and shall be disposed of by the Contractor unless otherwise arranged.
- The area to be treated includes all water surfaces and shall extend from the water's edge to the two feet up the bank on each side where vegetation exists.
- The Contractor shall use due care to avoid damage to adjacent lawns and shrubbery. The rate of application of chemicals shall be limited to avoid fish killing, and unnecessary impact to non-weedy or desirable wetland vegetation.
- The Contractor will make sure that nuisance aquatic vegetation is removed from all equipment prior to entry into ponds to preclude introduction of the weeds into other ponds.

- Trash and other foreign debris will be removed from each lake and mitigation area on at least a bi-weekly basis.
- Spraying of beaches and rocks shall be completed once per month. There is 7,740 ft. of beach front and 17,870 ft. of rocks. Areas are included on the exhibit map “C”.
- Lake #5 – Maintenance of this area will include maintaining the immediate perimeter along Miromar property only (bank and first 30 feet within water).

5. Reports.

The Contractor shall email to the District Representative after each treatment a report indicating the water management areas treated, chemicals used, condition of weed growth, number of men on the job site, and a summary of all agency required activities within mitigation areas. Contractor will provide District rep. with a list of chemicals to be applied within the project prior to commencement.

6. Payment.

The Contractor will be paid per Section 5 of the agreement for monthly work accomplished scheduled during the previous month’s schedule. Payment will be a pro-ration of the annual price for maintenance work outlined in the Bid Proposal section of this contract.

7. Selection of Bid Items.

In the event the bid prices exceed the funds available, the District reserves the right to delete certain items from the Schedule of Bid items before making the award of the contract. Additionally, certain facilities bid may not be ready for maintenance upon award of this bid, therefore those items shall be withheld from monthly billing until maintenance is required and authorized by the District.

8. Tools, Plants, and Equipment.

If at any time before the commencement or during the progress of the work the equipment appears to the District Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the District may order the Contractor to increase their efficiency to improve the character to augment their number or substitute new equipment as the case may be, and the Contractor shall conform to such order; the failure of the District to demand such increase of efficiency shall not relieve the Contractor of his obligation to secure the quality of work, and the rate of progress necessary to complete the work within the time required by the contract, and to the satisfaction of the District.

9. Inspection.

The work will be conducted under the direction of the District, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization by the District Rep., nor shall the presence or absence of an inspector relieve the contractor from any requirements of the contract. Contractor “Manager”, not applicator, shall attend the Aquatic Management meetings quarterly at a time and date to be mutually determined. A ride through of the maintenance areas will be performed at that time to check progress and correct any possible problematic areas.

10. Acceptance of Finished Work.

The District Rep. will make inspections of the work covered by this contract on a monthly basis for quality control.

11. Contract Drawings and Specifications.

One (1) set of the drawings and specifications will be furnished to the Contractor without charge. Additional sets will be furnished upon request at the cost of reproduction.

12. Qualifications.

The Contractor shall be insured, licensed, and certified by the State of Florida to apply aquatic and industrial herbicides. The Contractor assumes full responsibility for obtaining all permits required in the performance of this work. All contractor employees applying chemicals on the project shall have in their possession, at all times, an appropriate and current chemical applicator’s license.

13. Contractor shall include a company equipment list, employees with current spray application licenses, and staffing capacity of aquatic and aeration vendor.

Separate Sheets

Exhibit “B” – Bid Schedule

Exhibit “C” – Lake Banks, Detention Areas and Mitigation Area – map

**LAKE AQUATIC AND AERATION MAINTENANCE
EXHIBIT "B"
BID SCHEDULE**

EXHIBIT "B"

Miromar Lakes CDD Water Management and Conservation Mitigation Areas Maintenance Bid Schedule

A.	Lakes	I.D. #	Yearly Bid Price	Lakes	I.D #	Yearly Bid Price
	1.	1A	\$ _____	13.	6D	\$ _____
	2.	1B	\$ _____	14.	6E	\$ _____
	3.	1C	\$ _____	15.	6F	\$ _____
	4.	2A	\$ _____	16.	6G	\$ _____
	5.	3A	\$ _____	17.	6H	\$ _____
	6.	3B	\$ _____	18.	6I	\$ _____
	7.	3C	\$ _____	19.	6J	\$ _____
	8.	5/6 S Expand	\$ _____	20.	5/6 S. Lake	\$ _____
	9.	5/6 N. Mod	\$ _____	21.	5/6 S. Mods	\$ _____
	10.	6A	\$ _____	22.	6m	\$ _____
	11.	6B	\$ _____	23.	6N	\$ _____
	12.	6C	\$ _____	24.	6O	\$ _____
				25.	6P	\$ _____
				Sub-total		\$ _____

B. Dry Detention Areas Yearly Bid

D.D. #1-\$ _____ D.D. #2-\$ _____ D.D.#3-\$ _____ D.D.# 4-\$ _____

Sub-total \$ _____

C. Mitigation Area Maintenance

Mitigation #1-\$ _____ Mitigation #2-\$ _____ Mitigation #3-\$ _____ Mitigation #4-\$ _____

Sub-total \$ _____

D. Yearly Aerator and Fountain Maintenance

Sub-total \$ _____

E. Add Alternates for future Miromar Lakes waterbodies once conveyed to CDD (yearly bid amount)

Lake I.D. #: 3D-\$ _____ 3E -\$ _____ 6K-\$ _____ 6L-\$ _____ 6Q-\$ _____

5/6 N. Mod 2- \$ _____ Mod 3- \$ _____ Mod 4- \$ _____

Total bid for Sections (A, B, C, D only) for yearly maintenance of lakes, mitigation and dry retention areas, aerators and fountains \$ _____

(Contractual bid price will be invoiced at the 1st of each month for 1/12 of bid total)

Company Signature _____

Date _____

_____ (print)

LAKE AQUATIC AND AERATION MAINTENANCE
EXHIBIT "C"
MAPS



- Fort Lauderdale Office** · 1800 Eller Drive · Suite 600 · Fort Lauderdale, FL 33316 · 954.921.7781(p) · 954.921.8807(f)
 West Palm Beach Office · 560 Village Boulevard · Suite 340 · West Palm Beach, FL 33409 · 561.684.6161(p) · 561.684.6360(f)

Date: January 3, 2018

To: Jim Ward

From: Bob McSweeney, Bruce Bernard

Subject: Aerator and Lake Maintenance Quotes Review

Project: Miromar Lakes CDD; CGA Project Number: 13-5692

CC:

The CDD staff has reviewed the quotes submitted by the three (3) vendors responding to the CDD's bid specifications advertised in October 2017. Staff is recommending that Lake Masters, Inc. be awarded the annual contract as being the most responsive and responsible vendor pertaining to the bid specification requirements. Lake Masters, Inc. bid though was \$2,726 higher than the lowest quote which was submitted by Superior Waterway. Lake Masters, Inc. was the only bidder that included all requested bid material, and CDD staff deems they are better equipped with staffing and equipment than Superior Waterway, the lowest bidder. The Lake Masters bid however is \$17,500 lower than the present annual contract with Lake Masters. The reduction from the current contract is due to lessening of aquatic spraying needed within the North 5/6 lake due to the grass carp management of the grassy weeds.

Bid specifications were sent by CDD staff to the following vendors:

- Aquatic Services, Inc.
- Lake Masters, Inc.
- Aquatic Weed Control
- Superior Waterway, and
- The Lake Doctor

Field Operations Manager
Bruce Bernard

Miromar Lake and Aerator Maintenance			
Bidder	Superior	Lake Masters	Lake Doctor
Signed Proposal	Y	Y	Y
Pesticade Licenses'	Y	Y	Y
Occuational License	Y	Y	N
Employee Workforce Dedicated to Project	1-2 Staff	1-2 Staff	Y
References	Y	Y	Y
Todd Legan/ Cedar Hammock Golf and Country Club	Left Message		
Bob Lily/ Burnt Store Lakes	Very Happy, recommended another client		
Mr. Foster/Coral Oaks Golf Course			Left Message
Gabe Oetting/Waterways of Naple			Yes, satisfied with work preformed
Equipment	N	Y	N
Staffing Capacity	N	Y	N
PDF Format	Y	Y	Y
Financial Status	N	Y	N
Tax ID Number	N	Y	N
Bid Items			
Aquatic Spraying	\$ 55,826.06	\$ 49,944.00	\$ 61,800.00
Mitigation	\$ 29,970.00	\$ 37,608.00	\$ 33,960.00
Aerator & Fountain Maintence	\$ 2,000.00	\$ 3,000.00	\$ 4,980.00
Total	\$ 87,796.06	\$ 90,552.00	\$ 100,740.00
Add Alternates	\$ 7,188.00	\$ 6,552.00	\$ 7,910.00

LAKE MAINTENANCE AGREEMENT

THIS LAKE MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this 27 day of November, 2017, by and between **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Lee County, Florida (the "District") and The Lake Doctors, Inc., a Florida Aquatic Management company (the "Contractor").

WITNESSETH:

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Lee County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements, including surface water management systems, landscaping, and other infrastructure within the Miromar Lakes community; and

WHEREAS, included within the maintenance responsibilities of the District is the responsibility to maintain certain lakes within its boundaries; and

WHEREAS, the District desires to employ the Contractor to provide lake maintenance services within the District; and

WHEREAS, the Contractor, through its proposal and has represented that it can provide such services as required by the District; and

WHEREAS, the District desires to employ the Contractor as an independent contractor to provide the services described herein for the compensation and upon the terms, conditions and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, including the mutual benefits provided to each party by this Agreement, receipt of which is hereby acknowledged by the parties hereto, it is mutually agreed by and between the parties hereto as follows:

1. **RECITALS**. That the above recitals are true and correct and are incorporated herein.
2. **DESCRIPTION OF WORK AND SERVICES**.

A. The District desires that the Contractor provide professional lake, littoral shelf and lake bank maintenance services of the very highest quality. Following the execution of this Agreement by both parties, the Contractor shall provide the District with the specific services identified in this Agreement commencing as of December 1, 2017 ("Commencement Date").

B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services. All work to be performed within the scope of these specifications contained herein shall be strictly managed, executed, and performed by the Contractor using experienced personnel.

C. The Contractor shall provide the specific professional services as shown in Paragraph 3 of this Agreement.

3. **SCOPE OF LAKE MAINTENANCE SERVICES**. The monthly duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as Exhibit "A" attached hereto and made a part hereof (the "Work") and those other obligations set forth

herein. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities under this Agreement are met to the satisfaction of the District.

4. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work and/or perform such services as specified in this Agreement (including any addendum or amendment subsequently executed by the parties or in any authorized written work order from the District issued in connection with this Agreement and accepted by the Contractor). All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards in Lee County, Florida. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary or reasonably inferred for the proper provision of the Work to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any other work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager, or a representative of the District Manager, to act as its representative.

(2) The Contractor agrees to meet with the District's representative no less than four (4) time(s) per year, and at the request of the District, to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of lake related items that should be performed before the next periodic walk through. The District will be responsible for scheduling the inspections. The District must have no less than seven (7) days' notice if there is a need to reschedule. Notwithstanding, the walkthroughs with the District contemplated by this subsection, Contractor remains responsible for making appropriate weekly inspections of the entire property subject to the Work.

D. The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor, at the Contractor's sole cost and expense, agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

E. A representative of Contractor shall attend regular meetings of the District's Board of Supervisors, if requested, and at such other special meetings of the District's Board of Supervisors. A monthly written report shall be prepared and submitted by Contractor to the District representative on an agreed upon form provided by the contractor.

F. The Contractor shall replace, at the Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to make a reasonable effort to notify the District of any conditions beyond the control of the Contractor or scope of

Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following vandalism and/or other abuse of property.

5. **COMPENSATION; TERM.**

A. The term of this Agreement shall be from the Commencement Date through November 30, 2018, (the “Term”), unless terminated prior to that time pursuant to the provisions set forth herein. Thereafter, this Agreement will be automatically extended for additional one (1) year periods pursuant to the terms and price hereof (hereinafter, “Annual Renewal Term”) unless otherwise terminated or either party provides written notice of non-renewal to the other no later than ninety (90) days prior to the expiration of the Term or Annual Renewal Term, as applicable. Each Annual Renewal Term shall be on the same terms and conditions as the immediately preceding Term or Annual Renewal Term, as applicable, unless agreed upon in writing by the parties.

As compensation for the Work described in this Agreement, the District agrees to pay Contractor as follows: Contractor shall be paid by the District in monthly installments of Eight Thousand Three Hundred and Ninety Five and 00/100 Dollars (\$ 8,395.00).

B. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an amendment, addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. Notwithstanding the foregoing or anything contained herein to the contrary, the following services shall be within the scope of Work and are included in the Contractor’s compensation set forth above: (i) prompt cleanup of debris within and adjacent to the lake areas after a wind event or storm, including, without limitation, major thunderstorms, tornadoes, or hurricanes; and (ii) routine removal of debris along and within all lakes and littoral areas.

C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers’ Compensation, Unemployment compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. **WARRANTIES.** The Contractor warrants that Work performed and all goods delivered under this Agreement, shall be free from any defects in workmanship and material, and shall conform strictly to these specifications. The Contractor further warrants that all the Work shall be performed using Contractor’s best efforts and shall be in conformance with industry standards for workmanship. The Contractor may install, from time to time, various plantings by virtue of a contemporaneously executed agreement between Contractor and District (“Separate Installation Agreement”). The Contractor shall replace, at Contractor’s expense, all plant material including, but not limited to, littoral plants installed by Contractor pursuant to this Agreement or the Separate Installation Agreement (hereinafter “Plant”).

Material”) which, in the opinion of the District, fails to maintain a healthy, vigorous condition required by the terms and conditions of this Agreement and any specifications. By executing this Agreement, the Contractor represents that it has examined carefully all of the contract documents, acquainted itself with the site, and all conditions relevant to the Work, and has made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performing the Work pursuant to the Agreement. The Contractor acknowledges that the Agreement documents are sufficient for the proper and complete execution of the Work.

7. **SAFETY.** The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. The Contractor shall comply with all applicable standards, rules, or regulations of the Occupational Safety and Health Administration (hereinafter “OSHA”) and all applicable laws, statutes, rules, regulations and orders. The Contractor shall take precautions at all times to protect any persons and property affected by the Contractor’s work under this Agreement, utilizing safety equipment such as bright vests, traffic cones, etc.

8. **INSURANCE.**

A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(1) Workers’ Compensation coverage, in full compliance with Florida statutory requirements, for all employees of the Contractor who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$1,000,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.

(2) Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.

(3) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed. Said insurance shall also to include insured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

B. The District, its staff, consultants, agents and supervisors shall be named as an additional insured on all policies required (excluding worker’s compensation). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier acceptable to the District, who licensed to conduct business in the State of Florida, and such carrier shall have a Best’s Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

9. **INDEMNIFICATION/HOLD HARMLESS.** The Contractor assumes liability for and shall indemnify, defend and save harmless the District as well as its supervisors, members, employees, officers, managers, agents, successors and assigns from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, reasonable attorneys' fees of their attorneys) irrespective of the theory upon which based (including, but not limited to, negligence and strict liability) arising out of the Contractor's presence within Miromar Lakes for any purpose (including, but not limited to, performing work under this Agreement) and arising out of the Work area and the condition, operation ownership, selection, transportation, loading, unloading, security, leasing or return of any equipment or individuals with respect to the above services regardless of where, how and by whom used or operated and including, without limitation, injury to property or person (including death). This Agreement also obligates the Contractor to indemnify and save harmless the District for any and all expenses, costs, claims, actions, damages, losses, and liabilities of every kind arising out of any of the Contractor's or their subcontractors at the site. The Contractor understands and agrees that it is obligated and shall indemnify the District for damages and injury to persons and property caused in whole or in part by any act, omission, negligence or fault of the Contractor and its subcontractor, agents, employees, officers, directors, successors and assigns. The Contractor's obligation to indemnify and defend the District is absolute, including instances where the District are found potentially liable, responsible or at fault and in those instances where the District's own negligence or actions caused said damage or injury in part. Notwithstanding the above, the Contractor shall not be required to indemnify and defend the District for damages found by a Court to have been caused solely by the District gross negligence or the willful, wanton or intentional misconduct of the District or their employees, officers, directors, successors and assigns.

The Contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from the District to the Contractor as specific consideration for this indemnification. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes (and as later amended) and that said statutory provision does not govern, restrict or control this Agreement.

10. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

11. **LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any construction, materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

12. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific

performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

13. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

14. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

15. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any breach under this Agreement by the District. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

16. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

17. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

18. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor, which policies of the Contractor shall not conflict with the District, or other government policies, rules or regulations relating to the use of the Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. The Contractor shall not incur expenses on behalf of the District, enter into any contract on behalf of the District, either written or oral, or in any other way attempt to obligate or bind the District except upon the express prior written approval of the District.

19. PUBLIC RECORDS. CONTRACTOR understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, CONTRACTOR agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. CONTRACTOR acknowledges that the designated public records custodian for the DISTRICT is Sandra Demarco ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the CONTRACTOR shall 1) keep and maintain public records required by the DISTRICT to perform the Services; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the CONTRACTOR does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in CONTRACTOR's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the CONTRACTOR, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of CONTRACTOR to comply with Section 119.0701, Florida Statutes may subject CONTRACTOR to penalties under Section 119.10, Florida Statutes. Further, in the event CONTRACTOR fails to comply with this Section or Section 119.0701, Florida Statutes, DISTRICT shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (JAMES P. WARD C/O JPWARD & ASSOCIATES, LLC) AT (954) 658-4900, JIMWARD@JPWARDASSOCIATES.COM, OR 2900 Northeast 12th Terrace,, Suite 1, Oakland Park FL 33334.

20. SEVERABILITY. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given the nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

21. EXHIBITS. All of the exhibits attached to this Agreement, if any, are incorporated in, and made a part of, this Agreement.

22. COMPLETE AGREEMENT. This Agreement (and any exhibits or proposals expressly incorporated herein) constitutes the entire and complete agreement between the parties hereto and supersedes all prior correspondence, discussions, agreements and understandings between the parties hereto relating to the matters herein contained.

23. MODIFICATIONS. This Agreement may not be amended or modified in any manner other than by an Agreement in writing signed by all of the parties hereto.

24. WAIVER. No waiver of any of the terms of this Agreement shall be valid, unless such is in writing and signed by the party against whom such waiver is asserted. In any event, no waiver shall operate or be constructed as a waiver of any future required action or of any subsequent breach.

25. CONSTRUCTION OF THIS AGREEMENT.

A. TITLES. The titles of paragraphs and sub-paragraphs are for reference purposes only, and shall not in any way limit the contents, application or effect thereof.

B. ORDER OF PARAGRAPHS. This Agreement shall be construed as a whole with no importance being placed upon the order of the paragraphs as they appear herein.

C. PRONOUNS. Pronouns used herein shall refer to every other and all genders and any word used herein shall refer to the singular or plural as required or appropriate to the context.

D. FLORIDA LAWS. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Florida.

E. NEGOTIATION OF AGREEMENT. The parties hereto have participated fully in the negotiation and preparation hereof and accordingly, this Agreement shall not be more strictly construed against one or the other.

F. INTERPRET TO BIND AND TO DO JUSTICE. This Agreement shall be interpreted in a manner to uphold and enforce the binding effect of all provisions hereof and, at the same time, to do justice to all parties in the event of doubt or ambiguity as to any term, expression or meaning.

G. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

26. NOTICES. All notices, demands, requests or other communications made pursuant to, under or by virtue of this Agreement must be in writing and either emailed, hand-delivered, delivered by next business day commercial courier (such as FedEx or UPS), or mailed through the United States Postal Service, to the party to which the notice, demand, request or communication is made, as follows:

IF TO DISTRICT:

Miromar Lakes Community Development District
c/o JP Ward & Associates, LLC
Attention: James P. Ward, District Manager
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334
JimWard@jpwardassociates.com

WITH A COPY TO:

Coleman, Yovanovich & Koester, P.A.
Attention: Gregory L. Urbancic, Esq.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
gurbancic@cyklawfirm.com

IF TO CONTRACTOR:

The Lake Doctors, Inc.

Attn: Matt Lewis
3543 State Road 419

Winter Springs, FL 32708

lakes @lakedoctors.com

Such addresses may be changed by written notice given to the address noted above. Any notice, demand, request or other communication shall be deemed to be given upon actual receipt in the case of email, hand-delivery or delivery by overnight courier, or two (2) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto, if applicable. Legal counsel may deliver any notice on behalf of the party such counsel represents.

27. **COUNTERPARTS.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

28. **VENUE, PREVAILING PARTY ATTORNEY'S FEES AND COSTS.** In the event of litigation arising out of either party's obligations under this Agreement, venue shall lie in Lee County, Florida and the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party, including but not limited to trial level fees, bankruptcy fees and appellate fees.

(Remainder of Page Intentionally Left Blank - Signatures Begin on Next Page)

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the date first written above.

DISTRICT:

**MIROMAR LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Attest:


James P. Ward, Secretary

By: _____
David Herring, Chairman

Dated: _____

CONTRACTOR:

The Lake Doctors, Inc.,
a Florida Aquatic Management Company

By:  _____
Name: Stacy E. Stewart

Title: Vice President

Dated: November 28, 2017

LAKE AQUATIC AND AERATION MAINTENANCE
EXHIBIT "A"
SCOPE OF SERVICES

Exhibit A

Scope of Services

6.01 SCOPE OF WORK – The contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, service, and all other necessary incidentals required to perform complete maintenance of water management area(s) as detailed below.

Each bidder shall submit one bid encompassing all proposal areas included in Exhibit “B” Bid schedule.

Exhibit “C” are maps showing the locations to be maintained by this contract.

6.02 DETAILED SPECIFICATIONS

1. General

Work under this section includes furnishing all labor, supplies, equipment and materials, and performing all operations connected with the completion of required water management areas maintenance and monitoring of area ponds as depicted within Exhibits “A”, “B”, and “C” and size and locations of which shall be independently verified by the Contractor. Various approved construction plans should be consulted for any variations from this list of requirements which may apply to individual wetland creation areas.

- The aquatic weed control program includes the mechanical removal or spraying of water management areas, as designated in Exhibit “C” accompanying this specification. These operations are for the removal of water hyacinths, cattails, broadleaf weeds and grasses torpedograss, hydrilla and other noxious or invasive weeds, including bottom rooted aquatic weeds that are unsightly or may impede the flow of water in the lakes and flow ways.
- Algae is an ongoing problem, and will be treated accordingly to district satisfaction as well as the aquatics mentioned above.
- Aquatic weeds mentioned above shall occupy no more than 1% of any lake, wetland, prairie, and conservation area or flow way at any one time. Noxious plants are defined as any water borne plant that will, if not managed properly through chemical or mechanical means, over take the desirable aquatic plants causing an unbalance of the waterway ecology system.
- All non-beneficial & invasive lake bank grasses and weeds, including torpedo grass, will be controlled from the water bodies control elevation into the water body during all times of the year. During times of drought, when the water bodies recede, it will be required to keep these undesirable lake bank grasses and weeds eradicated from the exposed lake banks.

- Hydrilla, bladderwort, coontail, chara and other matting type aquatic plants shall be treated or removed immediately upon identification in the water body either on the surface or below it.
- The contractor is required to make, at minimum, weekly visits to the site to insure the success of the Aquatic Weed Control Program. The Contractor shall make such additional site visits as required by the District to treat the District's Water Management System. Required additional visits shall be made within 24 hours of request from the Districts Resident Project Representative.
- Contractor will be pro-active in their weekly inspections to identify and report emergent of nuisance vegetation, submerged or native loss of wetland species over 10% from the previous inspections to the District representative. Contractor will take note of water edge conditions, and document within their reports any erosion issues encountered detrimental to the littoral shelves or lake bank stabilization.
- Additionally, the operations within mitigation conservation areas shall include the removal of such exotic plants as Melaleuca, Brazilian Pepper, Australian Pines, Downy Rose Myrtle and all other exotic or invasive plant materials as identified on the latest Florida Exotic Pest Plant Council's list of Category I or II invasive and exotic species as may be updated from time to time (see Exhibit "C" attached).
- The Contractor is required to thoroughly maintain the wetland, wetland prairies and conservation areas at a minimum of every six months and/or as may be required to insure compliance with permit, permit monitoring reporting and sound aesthetic management. Special care should be taken to insure that control measures do not disrupt the plant cover and diversity of adjacent mitigation areas, littoral shelves or vegetated pond banks. The spraying of excessive spikerush in many lakes will be part of the routine maintenance to prevent the spreading within the waterbodies.

2. Pond Bank, Prairies and Littoral Zone Maintenance

The Contractor will remove weeds, exotics and other nuisance vegetation from littoral zones. Additionally, these same weeds will be removed below the water level around the perimeters of the lakes, flow ways, wetlands, and wetland prairies within Exhibit "C". However, beneficial and "attractive" plant species should be allowed to develop in these shelves, pond banks, wetlands and wetland prairies. The Contractor will discuss with the District which species should be removed, and which should be retained.

3. Aeration Maintenance

The Contractor will perform inspections, and cleaning maintenance in accordance with the terms and conditions of this agreement.

- Semiannual (2) maintenance visits as required (approximately once every 180 days). Additional cleanings will be billed at time and materials. An inspection report will be generated and provided to District rep. after each maintenance visit detailing the work performed on each aerator and fountain.
- Inspection and cleaning will be provided for all existing aeration systems.
- Compressor Services
 - Replace compressor head gasket, piston cups and/or vanes, as needed, to maintain required air volume and pressure output.
 - Adjust air manifold and pressure relief valves to insure optimal performance.
 - Replace external air filters twice per year.
 - Replace internal air filters once per year.
 - Clean muffle assembly and filter.
 - Check and adjust compressor, CFM and PSI calibrate pressure relief valve.
- Cabinet Services
 - Inspect and lubricate cooling fan.
 - Remove excessive grass/weed growth from around compressor cabinets(s) to maintain optimal air flow and operating temperatures.
 - Apply fire ant bait around cabinet, when necessary.
 - Clean cabinet interior.
 - Lubricate cabinet hinges and barrel lock.
 - Test and reset GFI circuitry.
- Diffuser Services
 - Flex clean and adjust each diffuser assembly, for proper air flow and optimal performance.
- Air Line Services
 - Inspect and repair airline supply tubing and fittings.
- Parts and special repairs are not included in this agreement. All repairs are to be done on a proposal basis only. Parts may be built separately. No more than a 10% markup, with coast to contractor, will be accepted. All actions are subject to auditing review. Parts and repair costs may be invoiced separately.

Aerator Lake	Lake Locations Aerator	Lake	Aerator
1A	4	6A	3
1B-North	5	6B	3
1B-South	5	6C	1
1C	2	6D	3
2A	4	6E	4
3A	4	6G	3
Total	24	Total 41	17

Fountains	
Subdivision	Lake
Vivaldi	6-I
Valencia	6A, 6G
Porto Romano	3A, 3C
Total	5

4. Miscellaneous Requirements.

- The Contractor shall use only approved chemicals and methods. In the event a chemical or method is banned by a governing agency in the State of Florida, or the Federal Government during the term of the contract, the Contractor shall continue work using other approved chemicals or methods.
- All weeds removed by physical or mechanical means shall be hauled away, and shall be disposed of by the Contractor unless otherwise arranged.
- The area to be treated includes all water surfaces and shall extend from the water's edge to the two feet up the bank on each side where vegetation exists.
- The Contractor shall use due care to avoid damage to adjacent lawns and shrubbery. The rate of application of chemicals shall be limited to avoid fish killing, and unnecessary impact to non-weedy or desirable wetland vegetation.
- The Contractor will make sure that nuisance aquatic vegetation is removed from all equipment prior to entry into ponds to preclude introduction of the weeds into other ponds.

- Trash and other foreign debris will be removed from each lake and mitigation area on at least a bi-weekly basis.
- Spraying of beaches and rocks shall be completed once per month. There is 7,740 ft. of beach front and 17,870 ft. of rocks. Areas are included on the exhibit map "C".
- Lake #5/6 North – Maintenance of this area will include maintaining the immediate perimeter along Miromar property only (bank and first 30 feet within water).

5. Reports.

The Contractor shall email to the District Representative after each treatment a report indicating the water management areas treated, chemicals used, condition of weed growth, number of men on the job site, and a summary of all agency required activities within mitigation areas. Contractor will provide District rep. with a list of chemicals to be applied within the project prior to commencement.

6. Payment.

The Contractor will be paid per Section 5 of the agreement for monthly work accomplished scheduled during the previous month's schedule. Payment will be a pro-ration of the annual price for maintenance work outlined in the Bid Proposal section of this contract.

7. Selection of Bid Items.

In the event the bid prices exceed the funds available, the District reserves the right to delete certain items from the Schedule of Bid items before making the award of the contract. Additionally, certain facilities bid may not be ready for maintenance upon award of this bid, therefore those items shall be withheld from monthly billing until maintenance is required and authorized by the District.

8. Tools, Plants, and Equipment.

If at any time before the commencement or during the progress of the work the equipment appears to the District Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the District may order the Contractor to increase their efficiency to improve the character to augment their number or substitute new equipment as the case may be, and the Contractor shall conform to such order; the failure of the District to demand such increase of efficiency shall not relieve the Contractor of his obligation to secure the quality of work, and the rate of progress necessary to complete the work within the time required by the contract, and to the satisfaction of the District.

9. Inspection.

The work will be conducted under the direction of the District, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization by the District Rep., nor shall the presence or absence of an inspector relieve the contractor from any requirements of the contract. Contractor "Manager", not applicator, shall attend the Aquatic Management meetings quarterly at a time and date to be mutually determined. A ride through of the maintenance areas will be performed at that time to check progress and correct any possible problematic areas.

10. Acceptance of Finished Work.

The District Rep. will make inspections of the work covered by this contract on a monthly basis for quality control and pay application acceptance.

11. Contract Drawings and Specifications.

One (1) set of the drawings and specifications will be furnished to the Contractor without charge. Additional sets will be furnished upon request at the cost of reproduction.

12. Qualifications.

The Contractor shall be insured, licensed, and certified by the State of Florida to apply aquatic and industrial herbicides. The Contractor assumes full responsibility for obtaining all permits required in the performance of this work. All contractor employees applying chemicals on the project shall have in their possession, at all times, an appropriate and current chemical applicator's license.

13. Contractor shall include a company equipment list, employees with current spray application licenses, and staffing capacity of aquatic and aeration vendor.

Separate Sheets

Exhibit "B" – Bid Schedule

Exhibit "C" – Lake Banks, Detention Areas and Mitigation Area – map

LAKE AQUATIC AND AERATION MAINTENANCE
EXHIBIT "B"
BID SCHEDULE

EXHIBIT "B"

Miromar Lakes CDD Water Management and Conservation Mitigation Areas Maintenance Bid Schedule

A.	Lakes	I.D. #	Yearly Bid Price	Lakes	I.D #	Yearly Bid Price
1.	1A		\$4,000.00	13.	6E	\$2,000.00
2.	1B		\$5,100.00	14.	6F	\$1,000.00
3.	1C		\$1,000.00	15.	6G	\$1,150.00
4.	2A		\$3,000.00	16.	6H	\$2,000.00
5.	3A		\$3,600.00	17.	6I	\$1,000.00
6.	3B		\$1,200.00	18.	6J	\$1,200.00
7.	3C		\$1,000.00	19.	5/6 S. Mods	\$2,500.00
8.	5/6 N. Mod		\$5,000.00	20.	6N	\$1,000.00
9.	6A		\$2,000.00	21.	6O	\$1,000.00
10.	6B		\$1,000.00	22.	6P	\$1,100.00
11.	6C		\$1,000.00	23.	5/6 South	\$18,300.00
12.	6D		\$1,650.00		Sub-total	\$61,800.00

B. Mitigation Area Maintenance

Mitigation #1-\$5,000.00 Mitigation #2-\$12,000.00 Mitigation #3-\$8,000.00 Mitigation #4-\$8,960.00

Sub-total **\$33,960.00**

C. Maintenance early Aerator and Fountain

Sub-total **\$ 4,980.00**

D. Add Alternates for future Miromar Lakes waterbodies once conveyed to CDD (yearly bid amount)

Lake I.D. #: 3D-\$1,000.00 3E -\$2,400.00 6K-\$1,200.00 6L-\$850.00 6Q-\$800.00

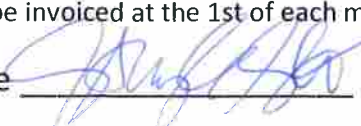
5/6 N. Mod 2- \$1,200.00 Mod 3- \$1,860.00 Mod 4- \$1,000.00

Total bid for Sections (A, B, C only) for yearly maintenance of lakes, mitigation areas, aerators and fountains.

\$100,740.00

(Contractual bid price will be invoiced at the 1st of each month for 1/12 of bid total)

Company Signature



Date 11/28/2017

Stacy E. Stewart, Vice President (print)

LAKE AQUATIC AND AERATION MAINTENANCE
EXHIBIT "C"
MAPS



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

Water Management Agreement Monthly

DML/FM

This Agreement, made this _____ day of _____ 20____ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

NAME _____

BILLING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____

IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: _____

Hereinafter called "CUSTOMER"

REQUESTED START DATE: _____

PURCHASE ORDER #: _____

The parties hereto agree to follows:

A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Twenty-six (26) waterways associated with **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, Fort Myers, Florida.

Includes a minimum of fifty-two (52) inspections and treatments, as necessary, for control and prevention of noxious aquatic weeds and algae. Also includes weekly visits and trash removal.

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1. Underwater and Floating Vegetation Control Program	\$	<u>5,150.00/Monthly</u>
2. Shoreline Grass and Brush Control Program	\$	<u>INCLUDED</u>
3. Weekly Visits	\$	<u>INCLUDED</u>
4. Trash Removal	\$	<u>INCLUDED</u>
5. Free Callback Service	\$	<u>INCLUDED</u>
6. Weekly Written Service Reports	\$	<u>INCLUDED</u>
7. Additional Treatments, if Required	\$	<u>INCLUDED</u>
Total of Services Accepted	\$	<u>5,150.00/Monthly</u>

\$5,150.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of **\$5,150.00**, plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.

D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.

E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before December 17, 2017.

F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

Signed Dennis M. Lewis
Dennis M. Lewis, Regional Manager

CUSTOMER

Signed _____ Dated _____
Name _____

OFFICE/CUSTOMER

TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation.
 - d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label **recommendations**.
 - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined by the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
- 3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within **mitigated** areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
- 6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.
- 7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising therefrom. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
- 8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
- 9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional charge may be required due to aquatic re-growth.
- 10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 11) Upon completion of the term of this Agreement, or any extension thereof, **this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party**. If required, THE LAKE DOCTORS may adjust the monthly investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution. If necessary, CUSTOMER may terminate this Agreement according to the procedure outlined in #4 above.
- 12) THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances and/or cancel the Agreement.
- 13) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in **full**. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 14) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.
- 15) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized **representative** of both THE LAKE DOCTORS and CUSTOMER.
- 16) Agreements that include debris removal shall consist of: Casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. will be removed during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris are not included.



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

Water Management Agreement Monthly

DML/FM

This Agreement, made this _____ day of _____ 20__ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

NAME _____

BILLING ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____ **PHONE ()** _____

EMAIL ADDRESS _____

IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: _____

Hereinafter called "CUSTOMER" **REQUESTED START DATE:** _____
PURCHASE ORDER #: _____

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):
Mitigation Areas 1, 2, 3, and 4 associated with **MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT**, Fort Myers, Florida.

Includes a minimum of two (2) inspections and treatments, as necessary, for control and prevention of noxious aquatic weeds and algae. Also includes control of Class I and Class II Exotic Species. All areas will be inspected twice annually.

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1. Shoreline Grass and Brush Control Program	\$	<u>2,830.00/Monthly</u>
2. Control of Class I and Class II Exotic Species	\$	<u>INCLUDED</u>
3. Twice Annual Inspections	\$	<u>INCLUDED</u>
4. Free Callback Service	\$	<u>INCLUDED</u>
5. Written Service Reports	\$	<u>INCLUDED</u>
6. Additional Treatments, if Required	\$	<u>INCLUDED</u>
Total of Services Accepted	\$	<u>2,830.00/Monthly</u>

\$2,830.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of **\$2,830.00**, plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before December 17, 2017.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

Signed Dennis M. Lewis
Dennis M. Lewis, Regional Manager

CUSTOMER

Signed _____ Dated _____
Name _____

OFFICE/CUSTOMER

TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation.
 - d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label recommendations.
 - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined by the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
- 3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
- 6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.
- 7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising therefrom. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
- 8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
- 9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional charge may be required due to aquatic re-growth.
- 10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 11) Upon completion of the term of this Agreement, or any extension thereof, **this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party.** If required, THE LAKE DOCTORS may adjust the monthly investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution. If necessary, CUSTOMER may terminate this Agreement according to the procedure outlined in #4 above.
- 12) THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances and/or cancel the Agreement.
- 13) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 14) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.
- 15) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
- 16) Agreements that include debris removal shall consist of: Casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. will be removed during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris are not included.



The Lake Doctors, Inc.
Aquatic Management Services

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3543 State Road 419
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1-800-666-5253
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www.lakedoctors.com

Sales Agreement Aeration & Fountain Maintenance

DML/FM

This Agreement, made this _____ day of _____, 20__ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

NAME _____

BILLING ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____ **PHONE ()** _____

EMAIL ADDRESS _____

IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: _____

Hereinafter called "CUSTOMER"

REQUESTED START DATE: _____

PURCHASE ORDER #: _____

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to install or supply the following equipment in accordance with the terms and conditions of this Agreement in the following location(s):

Monthly cleaning and adjustment of five (5) lake fountains and bi-annual maintenance of forty-one (41) diffusers in the waterways associated with **MIROMAR LAKES COMMUNITY DISTRICT**, Fort Myers, Florida. Aeration maintenance includes cleaning the cabinet and filter, cleaning the diffuser as needed and reporting any needed repairs. Parts and additional labor per separately authorized service order.

The Lake Doctors, Inc., does not assume responsibility for parts failure or repair costs. Estimates for repairs and/or parts can be supplied upon customer request.

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified equipment:

1.	Cleaning exterior of pump intake screens	\$	<u>415.00/MONTHLY</u>
2.	Cleaning of visible surfaces of fountain floats	\$	<u>INCLUDED</u>
3.	Cleaning and adjustment of nozzles and jets as necessary	\$	<u>INCLUDED</u>
4.	Cleaning of light lens	\$	<u>INCLUDED</u>
5.	Check anchor lines	\$	<u>INCLUDED</u>
6.	Adjust time clocks as necessary	\$	<u>INCLUDED</u>
7.	Lamp replacement labor during regularly scheduled visits	\$	<u>INCLUDED *</u>
8.	Cleaning the Cabinet and Filter on Aerator	\$	<u>INCLUDED</u>
9.	Cleaning the Diffuser of Aerator, as Needed	\$	<u>INCLUDED</u>
	Total of Services Accepted	\$	<u>415.00/MONTHLY</u>

**** Lamps and additional parts will be invoiced separately.**

A deposit of \$415.00 shall be payable upon execution of this Agreement, the balance shall be payable per quarterly invoices of \$415.00 plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement. THE LAKE DOCTORS considers this sale as made in Florida and is not responsible for the payment of any out-of-state (non-Florida) taxes except as required by law.

- C. THE LAKE DOCTORS agrees to sell only products with a demonstrated reliability and quality.
- D. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before December 17, 2017.
- E. The terms and conditions form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed Dennis M. Lewis

Signed _____ Dated _____

Dennis M. Lewis, Regional Manager

Name _____

OFFICE/CUSTOMER

TERMS AND CONDITIONS Fountain Cleaning/Storage

1. Equipment sold by LAKE DOCTORS is warranted to be free from defects in materials and workmanship per warranty of the respective equipment manufacturers, but in no case less than one (1) year with the exception of electric lamp bulbs. The liability is limited to the repair or replacement of such items deemed by MANUFACTURER to be defective and will not include items damaged by misuse, vandalism, theft, acts of God or other causes. Unless equipment was installed by LAKE DOCTORS or MANUFACTURER within Florida, it is understood that purchaser shall deliver such defective items to LAKE DOCTORS or MANUFACTURER for repair and bear all shipping costs to and from site. Any repairs, alteration or modifications made by anyone other than an authorized representative of LAKE DOCTORS or MANUFACTURER will void the warranty. Warranty work will not be performed or paid for by LAKE DOCTORS or MANUFACTURER unless all past due balances are paid in full. No warranty is made or implied regarding the ability of the equipment to control algae, prevent fish kills, control odors or other performance criteria not directly related to proper mechanical function of the equipment.
2. Items not covered under our warranty will be treated and billed as regular service calls. LAKE DOCTORS agree to clean exterior of pump intake screens, cleaning of visible surfaces of fountain floats, cleaning and adjustment of nozzles and jets as necessary, cleaning of light lens, check anchor lines, adjust time clocks as necessary, resetting tripped breakers and other common maintenance items.
3. CUSTOMER shall be responsible for providing proper electrical power and performing electrical hookups. All electrical work shall meet all applicable governmental requirements. Said power shall be supplied to a designated site agreed upon by LAKE DOCTORS and CUSTOMER and generally within 25' or less of lake or pool edge. In all cases, power supplied should be in accordance with Article 680 and other appropriate provisions of the National Electrical Code including the use of ground fault circuit interrupter-type breakers on each submersible equipment circuit above 15 volts between conductors. It shall be CUSTOMER'S responsibility to ensure that proposed equipment to be supplied by LAKE DOCTORS meets all other governmental standards, including but not limited to, local electrical codes, building codes, etc. Additionally, CUSTOMER shall be responsible for obtaining any necessary permits.
4. Due to possible electrical shock hazards resulting from improper functioning of defective equipment, LAKE DOCTORS strongly advises CUSTOMER and other responsible parties to prohibit swimming and wading in pools or bodies of water in which electrical equipment has been installed. Posted notice is advised.
5. LAKE DOCTORS does not assume any liability whatsoever for damages, losses or conditions arising from improper use or maintenance of equipment installed by LAKE DOCTORS or MANUFACTURER. Furthermore, LAKE DOCTORS and MANUFACTURER assumes no liability whatsoever for damages, losses or conditions arising from equipment purchased from LAKE DOCTORS and improperly installed, used or maintained by CUSTOMER or others.
6. LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of LAKE DOCTORS. However, LAKE DOCTORS shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages.
7. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
8. THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.
9. This Agreement is not assignable by CUSTOMER except upon prior written consent by LAKE DOCTORS.
10. Termination of Agreement in writing by CUSTOMER after initiation of Agreement will be subject to a 20% restocking/reinstallation fee plus all shipping costs and subject to a charge equal to time and materials expended upon time of cancellation.
11. Quotations are made and orders accepted on a firm price basis provided customer authorizes shipment and delivery within a period of ninety (90) days after execution of Sales Agreement. Orders shipped after ninety (90) days are subject to prices in effect on date of shipment. All shipments F.O.B. shipping point.
12. Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution. If necessary, CUSTOMER may terminate this Agreement according to the procedure.
13. Special or custom orders are not returnable for credit. A special or custom order is defined by LAKE DOCTORS as any order deviating from, or modified from, standard items, kits or systems. This shall include any component or system custom built to buyer's specifications.
14. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
15. THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances.
16. Should it become necessary for LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by LAKE DOCTORS resulting from such collection action.
16. Agreements that include debris removal shall consist of: casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. will be removed during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris are not included.

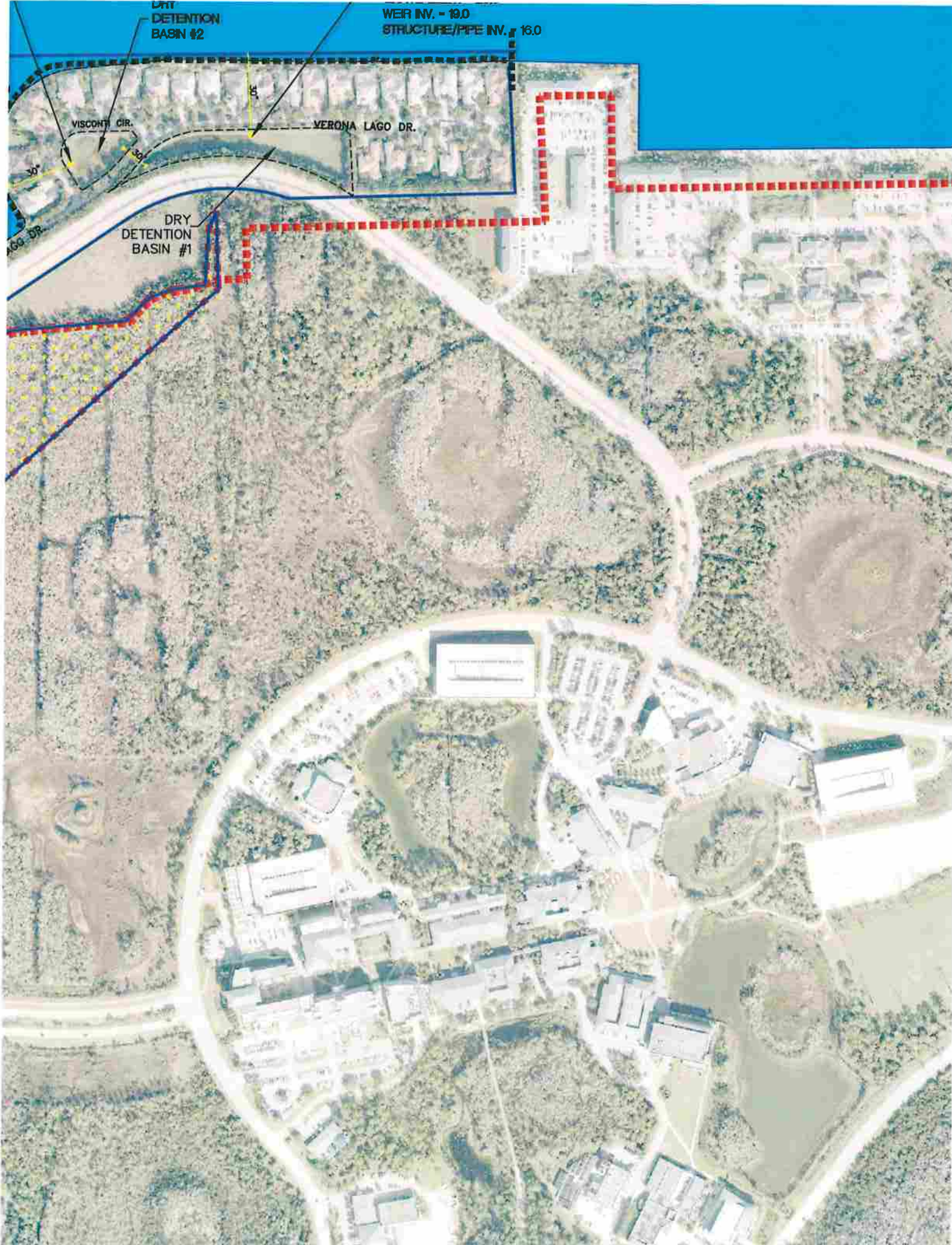
LIFT
DETENTION
BASIN #2

WEIR INV. - 19.0
STRUCTURE/PIPE INV. 16.0

VISCONTI CIR.

VERONA LAGO DR.

DRY
DETENTION
BASIN #1



LAKE MAINTENANCE AGREEMENT

THIS LAKE MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2017, by and between MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Lee County, Florida (the "District") and Lake Masters Aquatic Weed Control, LLC, a Florida Corporation (the "Contractor").

WITNESSETH:

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Lee County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements, including surface water management systems, landscaping, and other infrastructure within the Miromar Lakes community; and

WHEREAS, included within the maintenance responsibilities of the District is the responsibility to maintain certain lakes within its boundaries; and

WHEREAS, the District desires to employ the Contractor to provide lake maintenance services within the District; and

WHEREAS, the Contractor, through its proposal and has represented that it can provide such services as required by the District; and

WHEREAS, the District desires to employ the Contractor as an independent contractor to provide the services described herein for the compensation and upon the terms, conditions and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, including the mutual benefits provided to each party by this Agreement, receipt of which is hereby acknowledged by the parties hereto, it is mutually agreed by and between the parties hereto as follows:

1. **RECITALS.** That the above recitals are true and correct and are incorporated herein.
2. **DESCRIPTION OF WORK AND SERVICES.**

A. The District desires that the Contractor provide professional lake, littoral shelf and lake bank maintenance services of the very highest quality. Following the execution of this Agreement by both parties, the Contractor shall provide the District with the specific services identified in this Agreement commencing as of _____, 2017 ("Commencement Date").

B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services. All work to be performed within the scope of these specifications contained herein shall be strictly managed, executed, and performed by the Contractor using experienced personnel.

C. The Contractor shall provide the specific professional services as shown in Paragraph 3 of this Agreement.

3. **SCOPE OF LAKE MAINTENANCE SERVICES.** The monthly duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as Exhibit "A" attached hereto and made a part hereof (the "Work") and those other obligations set forth

herein. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities under this Agreement are met to the satisfaction of the District.

4. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work and/or perform such services as specified in this Agreement (including any addendum or amendment subsequently executed by the parties or in any authorized written work order from the District issued in connection with this Agreement and accepted by the Contractor). All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards in Lee County, Florida. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary or reasonably inferred for the proper provision of the Work to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any other work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager, or a representative of the District Manager, to act as its representative.

(2) The Contractor agrees to meet with the District's representative no less than four (4) time(s) per year, and at the request of the District, to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of lake related items that should be performed before the next periodic walk through. The District will be responsible for scheduling the inspections. The District must have no less than seven (7) days' notice if there is a need to reschedule. Notwithstanding, the walkthroughs with the District contemplated by this subsection, Contractor remains responsible for making appropriate weekly inspections of the entire property subject to the Work.

D. The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor, at the Contractor's sole cost and expense, agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

E. A representative of Contractor shall attend regular meetings of the District's Board of Supervisors, if requested, and at such other special meetings of the District's Board of Supervisors. A monthly written report shall be prepared and submitted by Contractor to the District representative on an agreed upon form provided by the contractor.

F. The Contractor shall replace, at the Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to make a reasonable effort to notify the District of any conditions beyond the control of the Contractor or scope of

Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following vandalism and/or other abuse of property.

5. COMPENSATION; TERM.

A. The term of this Agreement shall be from the Commencement Date through _____ (the "Term"), unless terminated prior to that time pursuant to the provisions set forth herein. Thereafter, this Agreement will be automatically extended for additional one (1) year periods pursuant to the terms and price hereof (hereinafter, "Annual Renewal Term") unless otherwise terminated or either party provides written notice of non-renewal to the other no later than ninety (90) days prior to the expiration of the Term or Annual Renewal Term, as applicable. Each Annual Renewal Term shall be on the same terms and conditions as the immediately preceding Term or Annual Renewal Term, as applicable, unless agreed upon in writing by the parties.

As compensation for the Work described in this Agreement, the District agrees to pay Contractor as follows: Contractor shall be paid by the District in monthly installments of SEVEN Thousand FIVE HUNDRED FORTY SIX and No/100 Dollars (\$ 7,546.00).

B. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an amendment, addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. Notwithstanding the foregoing or anything contained herein to the contrary, the following services shall be within the scope of Work and are included in the Contractor's compensation set forth above: (i) prompt cleanup of debris within and adjacent to the lake areas after a wind event or storm, including, without limitation, major thunderstorms, tornadoes, or hurricanes; and (ii) routine removal of debris along and within all lakes and littoral areas.

C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. WARRANTIES. The Contractor warrants that Work performed and all goods delivered under this Agreement, shall be free from any defects in workmanship and material, and shall conform strictly to these specifications. The Contractor further warrants that all the Work shall be performed using Contractor's best efforts and shall be in conformance with industry standards for workmanship. The Contractor may install, from time to time, various plantings by virtue of a contemporaneously executed agreement between Contractor and District ("Separate Installation Agreement"). The Contractor shall replace, at Contractor's expense, all plant material including, but not limited to, littoral plants installed by Contractor pursuant to this Agreement or the Separate Installation Agreement (hereinafter "Plant

Material) which, in the opinion of the District, fails to maintain a healthy, vigorous condition required by the terms and conditions of this Agreement and any specifications. By executing this Agreement, the Contractor represents that it has examined carefully all of the contract documents, acquainted itself with the site, and all conditions relevant to the Work, and has made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performing the Work pursuant to the Agreement. The Contractor acknowledges that the Agreement documents are sufficient for the proper and complete execution of the Work.

7. SAFETY. The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. The Contractor shall comply with all applicable standards, rules, or regulations of the Occupational Safety and Health Administration (hereinafter "OSHA") and all applicable laws, statutes, rules, regulations and orders. The Contractor shall take precautions at all times to protect any persons and property affected by the Contractor's work under this Agreement, utilizing safety equipment such as brightvests, traffic cones, etc.

8. INSURANCE.

A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(1) Workers' Compensation coverage, in full compliance with Florida statutory requirements, for all employees of the Contractor who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$1,000,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.

(2) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.

(3) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed. Said insurance shall also include insured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

B. The District, its staff, consultants, agents and supervisors shall be named as an additional insured on all policies required (excluding worker's compensation). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier acceptable to the District, who licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. **INDEMNIFICATION/HOLD HARMLESS.** The Contractor assumes liability for and shall indemnify, defend and save harmless the District as well as its supervisors, members, employees, officers, managers, agents, successors and assigns from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, reasonable attorneys' fees of their attorneys) irrespective of the theory upon which based (including, but not limited to, negligence and strict liability) arising out of the Contractor's presence within Miromar Lakes for any purpose (including, but not limited to, performing work under this Agreement) and arising out of the Work area and the condition, operation ownership, selection, transportation, loading, unloading, security, leasing or return of any equipment or individuals with respect to the above services regardless of where, how and by whom used or operated and including, without limitation, injury to property or person (including death). This Agreement also obligates the Contractor to indemnify and save harmless the District for any and all expenses, costs, claims, actions, damages, losses, and liabilities of every kind arising out of any of the Contractor's or their subcontractors at the site. The Contractor understands and agrees that it is obligated and shall indemnify the District for damages and injury to persons and property caused in whole or in part by any act, omission, negligence or fault of the Contractor and its subcontractor, agents, employees, officers, directors, successors and assigns. The Contractor's obligation to indemnify and defend the District is absolute, including instances where the District are found potentially liable, responsible or at fault and in those instances where the District's own negligence or actions caused said damage or injury in part. Notwithstanding the above, the Contractor shall not be required to indemnify and defend the District for damages found by a Court to have been caused solely by the District gross negligence or the willful, wanton or intentional misconduct of the District or their employees, officers, directors, successors and assigns.

The Contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from the District to the Contractor as specific consideration for this indemnification. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes (and as later amended) and that said statutory provision does not govern, restrict or control this Agreement.

10. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

11. **LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any construction, materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

12. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific

performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

13. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

14. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

15. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any breach under this Agreement by the District. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

16. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

17. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

18. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor, which policies of the Contractor shall not conflict with the District, or other government policies, rules or regulations relating to the use of the Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District, and the District will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. The Contractor shall not incur expenses on behalf of the District, enter into any contract on behalf of the District, either written or oral, or in any other way attempt to obligate or bind the District except upon the express prior written approval of the District.

19. **PUBLIC RECORDS.** CONTRACTOR understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, CONTRACTOR agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. CONTRACTOR acknowledges that the designated public records custodian for the DISTRICT is Sandra Demarco ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the CONTRACTOR shall 1) keep and maintain public records required by the DISTRICT to perform the Services; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the CONTRACTOR does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in CONTRACTOR's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the CONTRACTOR, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of CONTRACTOR to comply with Section 119.0701, Florida Statutes may subject CONTRACTOR to penalties under Section 119.10, Florida Statutes. Further, in the event CONTRACTOR fails to comply with this Section or Section 119.0701, Florida Statutes, DISTRICT shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (JAMES P. WARD C/O JPWARD & ASSOCIATES, LLC) AT (954) 658-4900, JIMWARD@JPWARDASSOCIATES.COM, OR 2900 Northeast 12th Terrace,, Suite 1, Oakland Park FL 33334.

20. **SEVERABILITY.** In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given the nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

21. **EXHIBITS.** All of the exhibits attached to this Agreement, if any, are incorporated in, and made a part of, this Agreement.

22. **COMPLETE AGREEMENT.** This Agreement (and any exhibits or proposals expressly incorporated herein) constitutes the entire and complete agreement between the parties hereto and supersedes all prior correspondence, discussions, agreements and understandings between the parties hereto relating to the matters herein contained.

23. **MODIFICATIONS.** This Agreement may not be amended or modified in any manner other than by an Agreement in writing signed by all of the parties hereto.

24. **WAIVER.** No waiver of any of the terms of this Agreement shall be valid, unless such is in writing and signed by the party against whom such waiver is asserted. In any event, no waiver shall operate or be constructed as a waiver of any future required action or of any subsequent breach.

25. CONSTRUCTION OF THIS AGREEMENT.

A. TITLES. The titles of paragraphs and sub-paragraphs are for reference purposes only, and shall not in any way limit the contents, application or effect thereof.

B. ORDER OF PARAGRAPHS. This Agreement shall be construed as a whole with no importance being placed upon the order of the paragraphs as they appear herein.

C. PRONOUNS. Pronouns used herein shall refer to every other and all genders and any word used herein shall refer to the singular or plural as required or appropriate to the context.

D. FLORIDA LAWS. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Florida.

E. NEGOTIATION OF AGREEMENT. The parties hereto have participated fully in the negotiation and preparation hereof and accordingly, this Agreement shall not be more strictly construed against one or the other.

F. INTERPRET TO BIND AND TO DO JUSTICE. This Agreement shall be interpreted in a manner to uphold and enforce the binding effect of all provisions hereof and, at the same time, to do justice to all parties in the event of doubt or ambiguity as to any term, expression or meaning.

G. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

26. NOTICES.All notices, demands, requests or other communications made pursuant to, under or by virtue of this Agreement must be in writing and either emailed, hand-delivered, delivered by next business day commercial courier (such as FedEx or UPS), or mailed through the United States Postal Service, to the party to which the notice, demand, request or communication is made, as follows:

IF TO DISTRICT:

Miromar Lakes Community Development District
c/oJPWard & Associates, LLC
Attention: James P. Ward, District Manager
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334
JimWard@jpwardassociates.com

WITH A COPY TO:

Coleman, Yovanovich & Koester, P.A.
Attention: Gregory L. Urbancic, Esq.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
gurbancic@cyklawfirm.com

IF TO CONTRACTOR:

Lake Masters Aquatic Weed Control, LLC
Attn: Bill Kurth
PO Box 2300
Palm City, FL 34991
@: Bill.Kurth@LakeMasters.com

Such addresses may be changed by written notice given to the address noted above. Any notice, demand, request or other communication shall be deemed to be given upon actual receipt in the case of email, hand-delivery or delivery by overnight courier, or two (2) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto, if applicable. Legal counsel may deliver any notice on behalf of the party such counsel represents.

27. **COUNTERPARTS.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

28. **VENUE, PREVAILING PARTY ATTORNEY'S FEES AND COSTS.** In the event of litigation arising out of either party's obligations under this Agreement, venue shall lie in Lee County, Florida and the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party, including but not limited to trial level fees, bankruptcy fees and appellate fees.

(Remainder of Page Intentionally Left Blank - Signatures Begin on Next Page)

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the date first written above.

DISTRICT:

**MIROMAR LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

James P. Ward, Secretary

By: _____
David Herring, Chairman

Dated: _____

CONTRACTOR:

Lake Masters Aquatic Weed Control, LLC
PO Box 2300, PALM CITY, FL 34991
a Florida Corporation

By: William R Kurth

Name: William R. Kurth

Title: Vice President of Operations

Dated: 11/29/17



LAKE AQUATIC AND AERATION MAINTENANCE
EXHIBIT "A"
SCOPE OF SERVICES

Exhibit A

Scope of Services

6.01 SCOPE OF WORK – The contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, service, and all other necessary incidentals required to perform complete maintenance of water management area(s) as detailed below.

Each bidder shall submit one bid encompassing all proposal areas included in Exhibit "B" Bid schedule.

Exhibit "C" are maps showing the locations to be maintained by this contract.

6.02 DETAILED SPECIFICATIONS

1. General

Work under this section includes furnishing all labor, supplies, equipment and materials, and performing all operations connected with the completion of required water management areas maintenance and monitoring of area ponds as depicted within Exhibits "A", "B", and "C" and size and locations of which shall be independently verified by the Contractor. Various approved construction plans should be consulted for any variations from this list of requirements which may apply to individual wetland creation areas.

- The aquatic weed control program includes the mechanical removal or spraying of water management areas, as designated in Exhibit "C" accompanying this specification. These operations are for the removal of water hyacinths, cattails, broadleaf weeds and grasses torpedograss, hydrilla and other noxious or invasive weeds, including bottom rooted aquatic weeds that are unsightly or may impede the flow of water in the lakes and flow ways.
- Algae is an ongoing problem, and will be treated accordingly to district satisfaction as well as the aquatics mentioned above.
- Aquatic weeds mentioned above shall occupy no more than 1% of any lake, wetland, prairie, and conservation area or flow way at any one time. Noxious plants are defined as any water borne plant that will, if not managed properly through chemical or mechanical means, over take the desirable aquatic plants causing an unbalance of the waterway ecology system.
- All non-beneficial & invasive lake bank grasses and weeds, including torpedo grass, will be controlled from the water bodies control elevation into the water body during all times of the year. During times of drought, when the water bodies recede, it will be required to keep these undesirable lake bank grasses and weeds eradicated from the exposed lake banks.

- Hydrilla, bladderwort, coontail, chara and other matting type aquatic plants shall be treated or removed immediately upon identification in the water body either on the surface or below it.
- The contractor is required to make, at minimum, weekly visits to the site to insure the success of the Aquatic Weed Control Program. The Contractor shall make such additional site visits as required by the District to treat the District's Water Management System. Required additional visits shall be made within 24 hours of request from the Districts Resident Project Representative.
- Contractor will be pro-active in their weekly inspections to identify and report emergent of nuisance vegetation, submerged or native loss of wetland species over 10% from the previous inspections to the District representative. Contractor will take note of water edge conditions, and document within their reports any erosion issues encountered detrimental to the littoral shelves or lake bank stabilization.
- Additionally, the operations within mitigation conservation areas shall include the removal of such exotic plants as Melaleuca, Brazilian Pepper, Australian Pines, Downy Rose Myrtle and all other exotic or invasive plant materials as identified on the latest Florida Exotic Pest Plant Council's list of Category I or II invasive and exotic species as may be updated from time to time (see Exhibit "C" attached).
- The Contractor is required to thoroughly maintain the wetland, wetland prairies and conservation areas at a minimum of every six months and/or as maybe required to insure compliance with permit, permit monitoring reporting and sound aesthetic management. Special care should be taken to insure that control measures do not disrupt the plant cover and diversity of adjacent mitigation areas, littoral shelves or vegetated pond banks. The spraying of excessive spikerush in many lakes will be part of the routine maintenance to prevent the spreading within the waterbodies.

2. Pond Bank, Prairies and Littoral Zone Maintenance

The Contractor will remove weeds, exotics and other nuisance vegetation from littoral zones. Additionally, these same weeds will be removed below the water level around the perimeters of the lakes, flow ways, wetlands, and wetland prairies within Exhibit "C". However, beneficial and "attractive" plant species should be allowed to develop in these shelves, pond banks, wetlands and wetland prairies. The Contractor will discuss with the District which species should be removed, and which should be retained.

3. Aeration Maintenance

The Contractor will perform inspections, and cleaning maintenance in accordance with the terms and conditions of this agreement.

- Semiannual (2) maintenance visits as required (approximately once every 180 days). Additional cleanings will be billed at time and materials. An inspection report will be generated and provided to District rep. after each maintenance visit detailing the work performed on each aerator and fountain.
- Inspection and cleaning will be provided for all existing aeration systems.
- Compressor Services
 - Replace compressor head gasket, piston cups and/or vanes, as needed, to maintain required air volume and pressure output.
 - Adjust air manifold and pressure relief valves to insure optimal performance.
 - Replace external air filters twice per year.
 - Replace internal air filters once per year.
 - Clean muffle assembly and filter.
 - Check and adjust compressor, CFM and PSI calibrate pressure relief valve.
- Cabinet Services
 - Inspect and lubricate cooling fan.
 - Remove excessive grass/weed growth from around compressor cabinets(s) to maintain optimal air flow and operating temperatures.
 - Apply fire ant bait around cabinet, when necessary.
 - Clean cabinet interior.
 - Lubricate cabinet hinges and barrel lock.
 - Test and reset GFI circuitry.
- Diffuser Services
 - Flex clean and adjust each diffuser assembly, for proper air flow and optimal performance.
- Air Line Services
 - Inspect and repair airline supply tubing and fittings.
- Parts and special repairs are not included in this agreement. All repairs are to be done on a proposal basis only. Parts may be built separately. No more than a 10% markup, with coast to contractor, will be accepted. All actions are subject to auditing review. Parts and repair costs may be invoiced separately.

Aerator Lake	Lake Locations Aerator	Lake	Aerator
1A	4	6A	3
1B-North	5	6B	3
1B-South	5	6C	1
1C	2	6D	3
2A	4	6E	4
3A	4	6G	3
Total	24		17
		Total 41	

Fountains Subdivision	Lake	
Vivaldi	6-I	
Valencia	6A, 6G	
Porto Romano	3A, 3C	
Total	Total	5

4. Miscellaneous Requirements.

- The Contractor shall use only approved chemicals and methods. In the event a chemical or method is banned by a governing agency in the State of Florida, or the Federal Government during the term of the contract, the Contractor shall continue work using other approved chemicals or methods.
- All weeds removed by physical or mechanical means shall be hauled away, and shall be disposed of by the Contractor unless otherwise arranged.
- The area to be treated includes all water surfaces and shall extend from the water's edge to the two feet up the bank on each side where vegetation exists.
- The Contractor shall use due care to avoid damage to adjacent lawns and shrubbery. The rate of application of chemicals shall be limited to avoid fish killing, and unnecessary impact to non-weedy or desirable wetland vegetation.
- The Contractor will make sure that nuisance aquatic vegetation is removed from all equipment prior to entry into ponds to preclude introduction of the weeds into other ponds.

- Trash and other foreign debris will be removed from each lake and mitigation area on at least a bi-weekly basis.
- Spraying of beaches and rocks shall be completed once per month. There is 7,740 ft. of beach front and 17,870 ft. of rocks. Areas are included on the exhibit map "C".
- Lake #5/6 North – Maintenance of this area will include maintaining the immediate perimeter along Miromar property only (bank and first 30 feet within water).

5. Reports.

The Contractor shall email to the District Representative after each treatment a report indicating the water management areas treated, chemicals used, condition of weed growth, number of men on the job site, and a summary of all agency required activities within mitigation areas. Contractor will provide District rep. with a list of chemicals to be applied within the project prior to commencement.

6. Payment.

The Contractor will be paid per Section 5 of the agreement for monthly work accomplished scheduled during the previous month's schedule. Payment will be a pro-ration of the annual price for maintenance work outlined in the Bid Proposal section of this contract.

7. Selection of Bid Items.

In the event the bid prices exceed the funds available, the District reserves the right to delete certain items from the Schedule of Bid items before making the award of the contract. Additionally, certain facilities bid may not be ready for maintenance upon award of this bid, therefore those items shall be withheld from monthly billing until maintenance is required and authorized by the District.

8. Tools, Plants, and Equipment.

If at any time before the commencement or during the progress of the work the equipment appears to the District Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the District may order the Contractor to increase their efficiency to improve the character to augment their number or substitute new equipment as the case may be, and the Contractor shall conform to such order; the failure of the District to demand such increase of efficiency shall not relieve the Contractor of his obligation to secure the quality of work, and the rate of progress necessary to complete the work within the time required by the contract, and to the satisfaction of the District.

9. Inspection.

The work will be conducted under the direction of the District, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization by the District Rep., nor shall the presence or absence of an inspector relieve the contractor from any requirements of the contract. Contractor "Manager", not applicator, shall attend the Aquatic Management meetings quarterly at a time and date to be mutually determined. A ride through of the maintenance areas will be performed at that time to check progress and correct any possible problematic areas.

10. Acceptance of Finished Work.

The District Rep. will make inspections of the work covered by this contract on a monthly basis for quality control and pay application acceptance.

11. Contract Drawings and Specifications.

One (1) set of the drawings and specifications will be furnished to the Contractor without charge. Additional sets will be furnished upon request at the cost of reproduction.

12. Qualifications.

The Contractor shall be insured, licensed, and certified by the State of Florida to apply aquatic and industrial herbicides. The Contractor assumes full responsibility for obtaining all permits required in the performance of this work. All contractor employees applying chemicals on the project shall have in their possession, at all times, an appropriate and current chemical applicator's license.

13. Contractor shall include a company equipment list, employees with current spray application licenses, and staffing capacity of aquatic and aeration vendor.

Separate Sheets

Exhibit "B" – Bid Schedule

Exhibit "C" – Lake Banks, Detention Areas and Mitigation Area – map

LAKE AQUATIC AND AERATION MAINTENANCE
EXHIBIT "B"
BID SCHEDULE

Exhibit "B" Miromar Lakes CDD

Water Management and Conservation Mitigation Areas Maintenance

Bid Schedule

A.	Lakes	I.D. #	Yearly Bid Price	Lakes	I.D. #	Yearly Bid Price
1.	1A		\$ <u>2228.00</u>	12.	6D	\$ <u>1498.00</u>
2.	1B		\$ <u>4650.00</u>	13.	6E	\$ <u>1773.00</u>
3.	1C		\$ <u>842.00</u>	14.	6F	\$ <u>1052.00</u>
4.	2A		\$ <u>2200.00</u>	15.	6G	\$ <u>2277.00</u>
5.	3A		\$ <u>2346.00</u>	16.	6H	\$ <u>1733.00</u>
6.	3B		\$ <u>432.00</u>	17.	6I	\$ <u>571.00</u>
7.	3C		\$ <u>629.00</u>	18.	6J	\$ <u>1907.00</u>
8.	5/6 N. Mod		\$ <u>556.00</u>	19.	5/6 S. Mod	\$ <u>7322.00</u>
9.	6A		\$ <u>1784.00</u>	20.	6N	\$ <u>512.00</u>
10.	6B		\$ <u>901.00</u>	21.	6O	\$ <u>469.00</u>
11.	6C		\$ <u>449.00</u>	22.	6P	\$ <u>462.00</u>
				23.	5/6 South	\$ <u>13,351.00</u>
Sub-Total			\$ <u>49,944</u>			

B. Mitigation Area Yearly Maintenance

Mitigation #1-~~\$5460.00~~ Mitigation #2-~~\$13,498.00~~ Mitigation #3-~~\$8670.00~~ Mitigation #4-~~\$9980.00~~

Sub-Total \$ 37,608.00

C. Maintenance Yearly for aerators and fountain Sub-Total \$ 3000.00

D. Add Alternates for future Miromar waterbodies once conveyed to CDD (yearly bid amount)

Lake I.D. #: 3D-~~\$639.00~~ 6K-~~\$1162.00~~ 6L-~~\$387.00~~ ~~6M~~ ~~\$360.00~~ 5/6 N. Mod 2,3,4-~~\$4004.00~~

Total bid for Sections (A, B and Conly) for yearly maintenance of lakes, mitigation areas,, aerators and fountain

Total \$ 90,552.00

(Contractual bid price will be invoiced each month for 1/12 of bid total)

Company Signature William R Kurth

Date 11-29-17

Bill Kurth (print)

LAKE AQUATIC AND AERATION MAINTENANCE
EXHIBIT "C"
MAPS

CERTIFICATION OF A RESOLUTION
OF THE DIRECTORS OF
LAKE MASTERS AQUATIC WEED CONTROL, LLC

I, Jason T. Pananos, Being first duly sworn, depose and say that I am the President and Secretary of Lake Masters Aquatic Weed Control, LLC., a company organized and existing under the laws of the State of Delaware (hereinafter referred to as "the Company"), that I have custody of the books and records of the Corporation, and that by the unanimous written consent of the Directors of Lake Masters Aquatic Weed Control, Inc., pursuant to Section 607.0821 of the Florida Statutes, that the following resolutions are adapted:

"WHEREAS, pursuant to Section 607.0821 of the Florida Statutes and Article III. M. of the Bylaws of the Company it is deemed desirable and in the best interests of the Company that the following actions be taken by Company pursuant to this Written Consent.

NOW, THEREFOR, BE IT RESOLVED that the undersigned Director of the Company hereby consents to and approves and adapt the following:

RESOLVED, that effective as of the execution of these resolutions that William R. Kurth, in his capacity as Director of Operations of the Company is hereby authorized on behalf of Lake Masters to execute contracts for services between the Company and any current or future customer of the Company, and be it Further Resolved that William R. Kurth is also authorized to execute any and all documents and certificates , as shall be necessary or advisable, to carry out the purposes of the prior resolution.

RESOLVED FURTHER, that any actions taken by William R. Kurth prior to the date of the foregoing resolutions adopted hereby are within the authority conferred thereby and are hereby ratified, confirmed and approved as the acts and deeds of the company"

I further certify that the foregoing resolutions are in full force this date without rescission medication or amendment.

IN WITNESS WHEREOF, I have hereunto set my hand on this 21st day of March, 2017



Jason T. Pananos, President and Secretary

00502

CONTRACTOR'S CORPORATE RESOLUTION

OF Lake Masters Aquatic Weed Control, LLC
(Name of Corporation)

WHEREAS, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, a Political Subdivision of the State of Florida, has requested bid to do certain work as further set out in its Bid Documents; and

WHEREAS, this corporation has submitted a bid in accordance with the aforementioned Bid Documents; and

WHEREAS, a proposed Agreement has been presented to this corporation by NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT for carrying out the work as set forth in this corporation's bid; and


WHEREAS, this corporation desires to enter into said Agreement with NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT;

THEREFORE, be it resolved, that William Kurth
the Vice President (title) of this corporation be, and is hereby authorized and directed to execute and deliver for, on behalf of, and in the name of this corporation and under its corporate seal the aforementioned Agreement, in the form of the copy submitted at this meeting or as thereafter negotiated with said copy being attached to and made a part of the Minutes of this meeting; and

IT IS FURTHER RESOLVED, that the officers of this corporation be and they are hereby authorized, empowered, and directed in the name and for the account of this corporation to take or cause to be taken any and all such other and further action and to execute, acknowledge, and deliver any and all such other instruments as, in the judgment of such officers, may be necessary, proper, or convenient in order to carry out the intention of this Resolution.

I certify that the foregoing is a true copy of a Resolution of the Board of Directors of Lake Masters Aquatic Weed Control, LLC (name of corporation) a corporation duly organized and existing under the laws of the State of FL, having its principal place of business at 6180 E. Glades St. Fort Myers, FL 33966 duly adopted in accordance with the By-Laws, and recorded in the Minutes of the meeting of said Board held on the 22nd day of January, 2017, and now in full force and effect;

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of August, 2017.


Secretary

(CORPORATE SEAL)



END OF SECTION

CONTRACTOR'S CORPORATE RESOLUTION
00502-1

Lake Masters Aquatic Weed Control, LLC

P.O. Box 2300, Palm City, FL 34991 877-745-5729

WWW.LakeMasters.com

Number of Employee's: 83 **Tax Information:** Federal ID # 59-3541068

Trade References:

Helena Chemical Company: P.O. Box 846350, Dallas, TX 75284
Rep: James Boggs Phone: 352-521-3538

Crop Production Services: Timberland Group P.O. Box 557., Monticello, AR 71657
Rep: Joe Collins Phone: 866-261-2033

Winfield United: P.O. Box 64281, St.Paul, MN 55164
Rep: Dharman Seteran Phone: 407-670-4094

Banking: Pinnacle Financial Partners

Locations of Lake Masters Offices:

Palm City: 4386 SW Port Way, Palm City, FL 34990
Fort Myers: 6180 Idlewild Street, Fort Myers, FL 33966
Other Offices located throughout the state: SE FL located in Davie and WPB. NFL located in Oviedo, Ocala, St. Cloud and Tampa, SW FL Lehigh Acres

Contacts: **Main number:** 877-745-5729

SW FL and Sarsota south:

Fort Myers: Office: 239-466-0403 Fax: 239-466-0403
Vice President of Operations: Bill Kurth 239-707-4899 Bill.Kurth@LakeMasters.com
Branch Manager: Jim Dougherty 941-232-0490 Jim.Dougherty@LakeMasters.com
Sales: Jeff Moding 239-229-8284 Jeff.Moding@LakeMasters.com
Aeration & Fountains: Andy Nott 239-707-0507 Andy.Nott@LakeMasters.com
Wetlands, Uplands and Preserves: Dustin Hormann 239-229-5742 Dustin.Hormann@LakeMasters.com

SE FL:

Palm City Office: 772-220-2224 Fax: 772-220-6603
Branch Manager (Palm City & WPB) Alberto Florez 561-719-9433 Alberto.Florez@LakeMasters.com
Aeration/Fountains-Wetlands/Preserves: Gary Wilhelm (below sales) or Alberto Florez (above Mgr)
Branch Manager: (Broward Co and south) Mike Bayless 954-325-8297 Mike.Bayless@LakeMasters.com
Sales (PalmBch Co & South) Gary Wilhelm 954-1498 Gary.Wilhelm@LakeMasters.com
Sales(Martin County & North) Bethany Thompson 321-213-1406 Bethany.Thompson@LakeMasters.com

N FL and Central FL:

Branch Manager: Dan Hunt 407-466-4178 Dan.Hunt@LakeMasters.com
Aeration/Fountains-Wetlands/Preserves: contact appropriate sales person below or branch mgr
Sales(NE coastal,Martin Co. North) Bethany Thompson321-213-1406 Bethany.Thompson@LakeMasters.com
Sales (No Central and NW-Manatee Co north) Mike Martin 407-947-3000 Mike.Martin@LakeMasters.com



November 9, 2017

To Whom It May Concern:

Throughout our 20 year history, our company has consistently produced strong earnings results and constant growth. We are a very stable and profitable company. Our management staff have long tenure and are very well respected in our industry. We have a long successful relationship with our top suppliers, Helena Chemical Company and Crop Production Services. We also have a long term committed relationship with our bank, Pinnacle Financial Partners.

Please let me know if you need any further information.

Sincerely,

A handwritten signature in blue ink that reads "Debbie Clement". The signature is fluid and cursive.

Debbie Clement, CPA
Chief Financial Officer



Local Business Tax Receipt

Dear Business Owner:

Your 2017-2018 Lee County Local Business Tax Receipt is attached below for account number **0100542**.

If there is a change in one of the following, refer to the instructions on the back of this receipt:

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

2017 - 2018
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: **0100542**

Account Expires: **September 30, 2018**

Location:
6180 IDLEWILD ST
FT MYERS FL 33966

LAKE MASTERS AQUATIC WEED CONTROL INC
LAKE MASTERS AQUATIC WEED CONTROL INC
PO BOX 2300
PALM CITY FL 34991

May engage in the business of:	
AQUATIC MANAGEMENT	
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY	
Payment Information:	
PAID 453414-54-1	08/07/2017 02:40 PM
	\$50.00



Local Business Tax Receipt

Dear Business Owner:

Your 2017-2018 Lee County Local Business Tax Receipt is attached below for account number **1400559**.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

2017 - 2018
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: **1400559**

Account Expires: **September 30, 2018**

Location:
55952 LEE ST
LEHIGH ACRES FL 33971

LAKE MASTERS AQUATIC WEED CONTROL INC
LAKE MASTERS AQUATIC WEED CONTROL INC
PO BOX 2300
PALM CITY FL 34991

May engage in the business of:	
AQUATIC MANAGEMENT	
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY	
Payment Information:	
PAID 453417-103-1	08/07/2017 03:10 PM
	\$50.00

TRUCKS		Lake Masters Aquatic Weed Control, LLC					
Vehicle #	Year	Make	Model	Serial Number	License #	Location	
31	2005	Ford	F150	1FTRF14W25NA21520	GJMX80	Orlando	
35	2005	Ford	F250	1FTSW21555EB82849	DKBD47	Palm City	
60	2008	Ford	F150	1FTRF14508KD69765	801LCP	Orlando	
61	2008	Ford	F150	1FTRF14598KD69764	661LCP	Orlando	
62	2008	Ford	F150	1FTRF14558KD69762	660LCP	Ft. Myers	
65	2008	Ford	F150 - XLT	1FTPX14548FB74488	832LCP	Orlando	
F066	2008	Ford	F150 Supercab	1FTPW14V08FB00150	491LIF	Orlando	
F068	2009	Ford	F150 Lariat SC	1FTPW14V89FA12674	006XQZ	Texas	
69	2009	Ford	F150	1FTPW14V49KC62131	M743BX	Lehigh	
70	2009	Ford	F150 Supercab	1FTRX14W89FA94095	Y53LKZ	Ft. Myers	
F073	2010	Ford	F150	1FTMF1EW1AKB23704	089XRE	Orlando	
F074	2010	Ford	F150	1FTFW1EVXAFB10457	832LCP	Ft. Myers	
F075	2010	Ford	F150 Supercab	1FTEX1EW5AFC11391	305YTA	Ft. Myers	
F076	2010	Ford	F150 Supercab	1FTFX1EV3AFC79037	006YUE	Tampa	
77	2010	Ford	Supercab	1FTFX1EV5AFC79038	DGML29	Ft. Myers	
F081	2011	Ford	F250 Supercrw	1FT7W2B61BEC77093	433YTY	Palm City	
F082	2011	Ford	F150 Supercrw	1FTFW1EF6BFA17686	HWFI07	West Palm	
F083	2011	Ford	F150	1FTFX1EFX8FB66406	617XHI	Ft. Myers	
F085	2012	Ford	F150	1FTNF1EF2CKD31310	GJMX79	Lehigh	
F086	2012	Ford	F150	1FTNF1EF6CKD31309	BACX05	West Palm	
F087	2012	Ford	F250 Supercrw	1FT7W2B66CEB83180	BAAV82	Lehigh	
F088	2012	Ford	F150	1FTFW1EF5CFB69220	BPNS59	Ft. Lauder	
C089	2012	Chevy	1500 ExtCab	1GCRKPE76CZ282810	HWFI08	West Palm	
C090	2013	Chevy	1500 ExtCab	1GCRKPE75DZ134228	AFIC60	Palm City	
D091	2013	Ram	1500 QuadCab	1C6RR7FT8DS552614	AFGU43	West Palm	
C092	2013	Chevy	1500 Crew	3GCPKSE72DG238110	BNXJ12	Palm City	
C093	2013	Chevy	1500 Crew	3GCPKSE78DG268127	BNXJ16	Ft. Myers	
C094	2013	Chevy	1500 Crew	3GCPKSE72DG268091	BNXJ15	Lehigh	
C095	2013	Chevy	1500 ExtCab	1GCRKPE70DZ236083	ERZM82	Palm City	
C096	2013	Chevy	1500 ExtCab	1GCRKPE71DZ234973	ERZM83	Ft. Myers	
C097	2013	Chevy	1500 ExtCab	1GCRKPE78DZ235344	HWFI09	Tampa	
C098	2013	Chevy	1500 ExtCab	1GCRKPE79DZ236020	BNXJ13	Ft. Myers	
C099	2013	Chevy	1500 ExtCab	1GCRKPE78DZ239720	BNXJ14	Ft. Myers	
C100	2013	Chevy	1500 ExtCab	1GCRKPE72DZ237235	Y99AEG	Ft. Myers	
C101	2013	Chevy	1500 ExtCab	1GCRKPE70DZ236939	083KEI	Ft. Lauder	
C102	2013	Chevy	1500 ExtCab	1GCRKPE78DZ237045	ERZM85	Tampa	
C103	2013	Chevy	1500 ExtCab	1GCRKPE72DZ240040	ERZM86	Ft. Myers	
C105	2013	Chevy	1500 ExtCab	1GCRKPE71DZ239039	Y01GMX	Orlando	
C106	2013	Chevy	1500 ExtCab	1GCRKPE76DZ239327	Y00GMX	Orlando/Ocala	
D107	2013	Ram	1500 QuadCab	1C6RR7FT8DS697409	132JZS	Ft. Lauder	
F108	2013	Ford	F-150	1FTFX1EF5DKF91168	CIFM50	Ft. Myers	
D109	2014	Ram	1500 Crew Cab	1C6RR7FT8ES171668	CIFM62	Orlando	
D110	2014	Ram	1500 Crew Cab	3C6RR7KT6EG223067	119JMK	Palm City	
D111	2014	Ram	1500 Crew Cab	1C6RR7KT1ES254915	802LCP	Ft. Myers	
C112	2013	Chevy	2500 Extcab	1GC2KVCG4DZ346255	DFZA44	Lehigh	
F113	2015	Ford	F250 Crew Cab	1FT7W2B68FEC31153	663LCP	Lehigh	
F114	2015	Ford	EXPLORER	1FM5K7D85FGB56295	DZVL03	Ft. Lauder	
D115	2015	Ram	1500 QuadCab	1C6RR7FT5FS777219	093VGC	West Palm	
D116	2015	Ram	1500 QuadCab	1C6RR7FT6FS777200	268KJI	West Palm	
D117	2015	Ram	1500 QuadCab	1C6RR7FT8FS777196	184ING	Ft. Myers	
D118	2015	Ram	1500 QuadCab	1C6RR7FTXFS777197	DZMB73	Tampa	
D119	2015	Ram	1500 QuadCab	1C6RR7FT3FS777199	DZMB74	Orlando	
F120	2015	Ford	F150 Supercrw	1FTEW1EG4FKD98715	008YUE	Ft. Myers	
F121	2015	Ford	F250 Crew Cab	1FT7W2B69FEC04009	DZMZ86	Lehigh	
D122	2015	Ram	1500 Crew Cab	1C6RR7KT5FS697182	DZKN68	Lehigh	
F123	2015	Ford	F150 Supercab	1FTFX1EF4FKE06286	DFX166	Tampa	
D124	2016	Ram	1500 QuadCab	1C6RR75TXGS261374	Y53LKZ	Ft. Myers	
D125	2016	Ram	1500 QuadCab	1C6RR7FT1GS261375	GHMK78	Ft. Myers	
D126	2016	Ram	1500 QuadCab	1C6RR7FT5GS261377	DGML29	Ft. Myers	
D127	2016	Ram	1500 QuadCab	1C6RR7FT0GS261366	GRYK01	Tampa	
D128	2016	Ram	1500 QuadCab	1C6RR7FT6GS261372	GHMK77	Ft. Myers	
D129	2016	Ram	1500 QuadCab	1C6RR7FT3GS261376	GHMK76	Ft. Myers	
D130	2016	Ram	1500 QuadCab	1C6RR7FT6GS261369	GHMK34	Orlando	
D131	2016	Ram	2500 Crew Cab	3C6UR5CJ9GG268700	006XQZ	Ft. Myers	
D132	2016	Ram	1500 Bighorn	1C6RR7TM3GS302196	661LCP	Orlando	
D133	2016	Ram	3500 SLT CC	3C63R3HJ8GG242968	GHLG24	Orlando	
D134	2016	Ram	1500 QuadCab	1C6RR7FT4GS261371	801LCP	Lehigh	
F136	2016	Ford	F150 CrewCab	1FTEW1EP8GFB81825	005YUE	West Palm	
D137	2017	Ram	1500 QuadCab	1C6RR7FT0HS776613	IFTN37	Ft. Myers	
D138	2017	Ram	1500 QuadCab	1C6RR7FT2HS776614	IFTN11	Ft. Myers	
D139	2017	Ram	1500 QuadCab	1C6RR7FT4HS776615	IAI182	Lehigh	
D140	2017	Ram	1500 Crew Cab	1C6RR7ST9HS776616	HVYP94	Palm City	
D141	2017	Ram	2500 Crew Cab	3C6UR5HJ3HG752517	IMST17	Lehigh	
D142	2017	Ram	2500 Crew Cab	3C6UR5HJ5HG752518	IMST13	Lehigh	
D143	2017	Ram	1500 Crew Cab	1C6RR7TT5HS807150	ICNH90	Ft. Lauder	
D144	2017	Ram	1500 Crew Cab	1C6RR7TT7HS807151	IFTN41	Ft. Myers	
C145	2017	Chevy	Equinox LT	2GNFLFEKXH6152084	HSWW36	Ft. Myers	
D146	2017	Ram	1500 Crew Cab	3C6RR7KT0HG575002	IPVL14	Orlando	

MULES

Lake Masters Aquatic Weed Control, LLC

Mule #	Year	Make	Model#	Serial#	Location
ML10	2001	Kawasaki	3010	JK1AFCE1518503884	Palm City
ML12	2001	Kawasaki	3010	JK1AFCE171B524731	West Palm
ML15	2002	Kawasaki	3010	JK1AFCE1X2B509942	Ft. Myers
ML16	2002	Kawasaki	3010	JK1AFCE172B512393	Ft. Myers
ML17	2004	Kawasaki	3010	JK1AFCE194B530946	Orlando
ML18	2004	Kawasaki	3010	JK1AFCE114B534764	Orlando
ML19	2005	Kawasaki	3010	JK1AFCE195B536361	Lehigh
ML22	2005	Kawasaki	3010	JK1AFCE155B390637	Tampa
ML23	2006	Kawasaki	3010	JK1AFCE116B542639	Lehigh
ML24	2006	Kawasaki	3010	JK1AFCE106B543622	Ft. Myers
ML25	2006	Kawasaki	3010	JK1AFCE166B544323	Orlando
ML26	2006	Kawasaki	3010	JK1AFCE196B543828	Ft. Myers
ML27	2007	Kawasaki	3010	JK1AFCE187B545765	Ft. Myers
ML28	2007	Kawasaki	3010T	JK1AFCJ167B510812	Ft. Myers
ML29	2007	Kawasaki	3010	JK1AFCE187B546138	Tampa
ML30	2007	Kawasaki	3010	JK1AFCE107B546540	West Palm
ML31	2006	Kawasaki	3010	JK1AFCH126B505465	Ft. Myers
ML32	2007	Kawasaki	3010T	JK1AFCJ167B512804	Palm City
ML33	2007	Kawasaki	3010	JK1AFCE197B548612	Ft. Myers
ML34	2007	Kawasaki	3010	JK1AFCE167B549362	Ft. Myers
ML35	2007	Kawasaki	3010	JK1AFCE187B546964	Palm City
ML36	2007	Kawasaki	3010	JK1AFCE127B548998	Ft.Lauder
ML37	2007	Kawasaki	3010	JK1AFCE117B550497	Ft. Myers
ML39	2007	Kawasaki	3010	JK1AFCE137B550517	West Palm
ML40	2007	Kawasaki	3010	JK1AFCE167B550771	Ft. Myers
ML41	2007	Kawasaki	3010	JK1AFCE117B547227	Ft.Myers
ML42	2007	Kawasaki	3010	JK1AFCE167B549667	Tampa
ML43	2007	Kawasaki	3010	JK1AFCE197B550764	Tampa
ML44	2007	Kawasaki	3010	JK1AFCE107B551687	West Palm
ML45	2008	Kawasaki	3010	JK1AFCE1X8B554226	Ft. Myers
ML46	2009	Kawasaki	4010	JK1AFCM139B502861	Ft. Myers
ML47	2009	Kawasaki	4010	JK1AFCM149B502979	Ft. Myers
ML48	2010	Kawasaki	4010	JK1AFCM1XAB504286	Ft. Myers
ML49	2010	Kawasaki	4010	JK1AFCM13AB504288	Ft. Myers
ML50	2010	Kawasaki	4010	JK1AFCM15AB504289	Palm City
ML51	2010	Kawasaki	4010	JK1AFCM11AB504290	Tampa
ML52	2010	Kawasaki	4010	JK1AFCM15AB504292	Orlando
ML53	2010	Kawasaki	4010	JK1AFCM17AB504293	Orlando
ML54	2010	Kawasaki	4010	JK1AFCM19AB504294	Ft.Lauder
ML55	2011	Kawasaki	4010	JK1AFCM16BB505923	Orlando
ML56	2011	Kawasaki	4010	JK1AFCM17BB508474	Palm City
ML57	2012	Kawasaki	4010	JK1AFCM16CB509746	Orlando
ML58	2013	Kawasaki	4010	JK1AFCM16DB514494	Orlando/Ocala
ML59	2015	Kawasaki	4010	JK1AFCM15FB518555	Ft.Lauder
ML60	2015	Kawasaki	4010	JK1AFCM19FB518512	Ft.Lauder
ML61	2015	Kawasaki	4010	JK1AFCM1XFB519278	Ft. Myers
ML62	2015	Kawasaki	4010	JK1AFCM16FB518709	Tampa
ML63	2015	Kawasaki	4010	JK1AFCM15FB518720	West Palm
ML64	2007	Kawasaki	3010T	JK1AFCJ117B514136	Lehigh
ML65	2010	Kawasaki	4010	JK1AFCM18AB504660	Orlando
ML66	2017	Kawasaki	4010T	JK1AFCR1XHB531278	Lehigh
ML67	2017	Kawasaki	4010	JK1AFCM16HB524688	?
ML68	2017	Kawasaki	4010	JK1AFCM12HB524719	?
ML69	2018	Kawasaki	4010	JK1AFCM14JB525246	?
ML70	2018	Kawasaki	4010	JK1AFCM16JB525247	?
ML71	2018	Kawasaki	4010	JK1AFCM15JB525255	?
ML72	2018	Kawasaki	4010	JK1AFCM12JB525293	?

**Mule & other
TRAILERS**

Lake Masters Aquatic Weed Control, LLC

Trailer #	Year	VIN Number	License Plate #	Location
MT10/55	2006	4FPFB10156G106716	196TYK	Orlando
MT13	2007	525362783770011	IMFU30	Lehigh
MT14/56	2000	27506010060001527	CWFT37	Palm City
MT15/10	2000	27501006010010054	GQKA02	Lehigh
MT16	2001	27501006050010823	CMMM05	Ft. Myers
MT17	2003	BT41114	999NUY	West Palm
MT18/43	2004	35006X10070404016	N581NG	Tampa
MT19	2004	35006X10070404015	N579NG	Ft. Lauder
MT20	2005	52006X10020505003	771QKG	Orlando
MT21/58	2005	52006X10020505004	465MZJ	Orlando/Ocala
MT22	2006	51006X100W1005082	653RNY	Tampa
MT23	2006	NOVINO200516068	Y08MIJ	Ft Lauder
MT24	2006	NOVINO200524321	GJMX75	Ft. Myers
MT25	2007	525362783770008	583QGV	Orlando
MT26	2006	NOVINO200526086	Y10MIJ	Ft. Myers
MT27	2006	NOVINO200541675	Y09MIJ	Ft. Myers
MT28	1998	27501006120003032	EFYY65	Lehigh
MT29	2006	525362783770006	DHYG57	Tampa
MT30	2006	525362783770004	877QNY	West Palm
MT31	2006	525362783770005	GJMX77	Ft. Myers
MT32	2006	525362783770007	HZRC52	Palm City
MT33	2007	525362783770009	IMFU32	Ft. Myers
MT34	2000	27506010060001528	HZRC49	Ft. Myers
MT35	2002	525362783770010	HZRC51	Palm City
MT36	2007	525362783770012	IMFU31	Ft Lauder
MT37	2007	525362783770013	HZRC50	Ft. Myers
MT39	2007	525362783770014	N727HE	West Palm
MT40	2007	525362783770015	063ITY	Ft. Myers
MT41	2004	BT41179	N578NG	Ft. Myers
MT42	2008	525362783770017	GEEP12	Tampa
MT43/57	2001	27501006050010822	GJMX78	Orlando
MT44	2007	BT40856	Y76PIT	West Palm
MT45	2007	525362783770016	HNZR51	Ft. Myers
MT46	2001	27501006090002491	652RNY	Ft. Myers
MT47	2002	BT40857	Y75PIT	Ft. Myers
MT48/15	2002	27506010030000507	N576NG	Ft. Myers
MT49	2009	525362783770019	902TRZ	Ft. Myers
MT50	2001	27501006070011547	Y11MIJ	Palm City
MT51	2009	525362783770020	903TRZ	Tampa
MT52	2008	525362783770018	EWSN41	Orlando
MT53	1999	27506010010990137	Y86VAI	Orlando
MT54	2001	27501006110012375	648MCN	Ft. Lauder
EQ01	1972	K72712H3	BHJB48	Orlando
MT100/48	2014	NOVIN0201030381	CRNI52	Ft. Myers
MT101	2014	NOVIN0201030382	CRNI53	Lehigh
DPT01	2015	43ZDJ23E4F0005428	ERBA97	Palm City
DPT02	2015	43ZDJ23E4F0005429	ERBA98	Orlando
DPT03	2015	43ZDL23E8F0005430	BKZ8050	Lehigh
MT102	2015	4YNBN1019FC076065	GYWD50	West Palm
MT103	2016	4YNBN1013GC079352	HCKI34	Palm City
MT104	2016	4YNBN1017GC079354	HCKI35	Ft. Myers
DPT04	2017	43ZDN24B3H0007152	IDQU78	Lehigh
Revised	7/17/2017			

Boat &
Boat
Trailers Lake Masters Aquatic Weed Control, LLC

Region	Equipment	Veh ID	License Plate	Equip Vin #	Motor	Serial#
Palm City	Boat	BT1	FL3243LC	EKHF1336E999	Merc. 8.0	OT910114
	Boat Trailer	BTT1	062XLG	SSB99051199		
Ocala	Boat	BT2	FL5776JV	EKHI5039A898	Yam. 9.9	1041053
	Boat Trailer	BTT2	EFVS01	ZJBE151X3M012914		
Tampa	Boat	BT3	FL5270MB	EKHF1526F001	Yam. 9.9	1041643
	Boat Trailer	BTT3	N581NG	40ZB1413YPP75356	Yam. 9.9 (old)	124403
Ft. Myers	Boat	BT4	No FI #	EKHF1284B999	Yam. 15	1019476
	Boat Trailer	BTT4	Y15LKZ	SSB99020131	Yam. 15	1028624
Lehigh	Boat (aeration)	BT5	FL1447HT	FLZR9623H494	Merc. 9.9	OR456100
	Boat Trailer (aeration)	BTT5	609NRH	MSCZLC15R105765	Merc. 9.9	OR456101
Orlando	Boat	BT6	FL4337MS	EKHG2274E404	Yam. 9.9	1032559
	Boat Trailer	BTT6	404QPK	YBGB14114F000919		
West Palm	Gheenoe	BT7	FL1526MV	GHE80322F405	Trolling	
	Gheenoe Trailer	BTT7	EFVS02	ST04072736B12141		
Orlando	Boat	BT8	FL4581ND	EKHG3618A606	Yam. 9.9	1004800
	Boat Trailer	BTT8	813MCN	YBGB16186F00147	Yam. 9.9	1005309
Ft. Myers	Boat	BT9	FL4574ND	EKHG3619A606	Yam. 9.9	1000695
	Boat Trailer	BTT9	401NMR	YBGB161X6F00147	Yam. 9.9	1042372
Massachusetts	Harvester	BT10	No FI #	PH050301		
	Harvester Trailer	BTT10	IMFU28	A9PB20232A581002		
Ft. Myers	Boat	BT11	FL0097NK	EKHG2187D404	Merc. 9.9	OR352462
	Boat Trailer	BTT11	1016JK	YBGB16127F002506		
Ft. Lauder	Boat	BT12	FL1808NT	EKHG4925B808	Suz 9.9	612719
	Boat Trailer	BTT12	J969QS	YBGB161X8F00374	Yam. 9.9	167937?
Ft. Myers	Boat	BT13	No FI #	TUFLEX2010	Yam. 9.9	1042356
	Boat Trailer	BTT13	ABBT16	ZJBB1715AC010397		
Lehigh	Gheenoe	BT14	FL6730NZ	GHE83679G909	Yam. 2.5	1060595
	Gheenoe Trailer	BTT14	ABMI95	ZJGT16189C00844	Yam. 25 (bad)	1019476
Lehigh	Aeration Boat	BT15	FL6917PR	EKHG6530E313	Suz 15	410067
	Boat Trailer	BTT15	AINU90	MUBB161XEF017770		
Ft. Lauder	Boat	BT16	No FI #	TUFLEX20147367-4	Suz 9.9	311594
	Boat Trailer	BTT16	EKNA12	ZJBB1718EC01752	Suz 9.9	510330
West Palm	Boat	BT17	No FI #	TUFLEX20147368-4	Yam. 9.9	1035594
	Boat Trailer	BTT17	CRNI47	ZJBB171XEC017528		
Ft. Myers	Boat	BT18	No FI #	TUFLEX20147369-4	Yam. 9.9	1035638
	Boat Trailer	BTT18	CRNI48	ZJBB1711EC017529		
Tampa	Boat	BT19	No FI #	TUFLEX20147370-4	Yam. 9.9	1035654
	Boat Trailer	BTT19	CRNI49	ZJBB1710EC017554		
Tampa	Gheenoe	BT20	FL2287PB	FLZCX744F080	Suz 2.5	412983
	Gheenoe Trailer	BTT20	CJMG94	M5BB141471E31314		
Orlando	Airboat	AB100	FL3316BK	FLZ76510774		
	Airboat Trailer	ABT100	864MCC	BT41148	Yam 9.9	82cs015897
Orlando	Airboat	AB150	FL7080JE	NFZNA00161697	Yam. 8.0	1001118
	Airboat Trailer	ABT150	097TYK	JOVINO00084125320		
Ft. Myers	Airboat	AB220	FL8297JV	GFX00558J898		
	Airboat Trailer	ABT220	GJMX76	JOVINO00083411158		
Palm City	Boat	BT21	FL1588PP	BUJ02271F314		
West Palm	2014 Carolina Skiff		FL5178PY	EKHG6611A414		
	2015 Cont Boat Traile	BT22	EKLN47	ZJBB1716FC021769		
Lehigh	Weedoo 300 Tiger	BT23	FL7915PX	GRB20067B313		
	T-1301 2900 lb Traile	BTT23	EJBS29	YPAB1510FT051219		
??	998 Boat Trailer - Bar	?	?	SSB98053262		
Ft Lauderdale	new boat motor				Suz DF 9.9BS	
Orlando	Boat	BT24	No FI #	No Serial #	Merc 25	1B218477
	Boat Trailer	BTT24	IHGV33	447004 (1984)		
Palm City	Gheenoo	BT25	No FI #	HHI00061C898	Suz DF4	410715
	Gheenoe Trailer	BT25	IHGV34	TE121463 (1991)		
Revised 07/10/17						

LakeMasters Aquatic Weed Control, Inc.

Client Description and Reference List

CDD Properties with Wrathell, Hunt and Associates

Contact: Cleo Crismond, Project Manager 239-498-9020

Description: We are currently maintaining six high- end golf course communities on the West Coast of Florida. These Six communities are Baycreek which includes Pelicans Nest, The Brooks, Mediterra, Fiddlers Creek, and Veranda East & West.

The Brooks CDD which includes Copperleaf Country Club, Shadow Wood Country Club, and Spring Run Country Club. Moody River Estates CDD which includes 22 Waterways and 27 Wetland Preserve areas.

Together these properties add up over 1,500 acres of waterways and over 1,000 acres of Wetland Preserves.

We have served these communities for the following periods of time: Baycreek CDD 2003-Present; The Brooks CDD 2002-Present; Mediterra North & South CDD 2000-Present; Fiddlers Creek CDD 2004-Present, Veranda East & West CDD 2008-Present Moody River Estates CDD 2007-Present.

Bonita Bay Club, Bonita Springs

Contact: Hal Akins, Director of Golf Course Operations 239-495-0073

Description: We are currently maintaining lakes on five 18-hole golf courses in two large up-scale communities in Southwest Florida.

Bonita Bay West is located in Bonita Springs and offers three championship Arthur Hills golf course's and has been certified as Audubon Cooperative Sanctuaries, they are comprised of over 200 acres of waterways and over 40 acres of Littoral shelves. Bonita Bay East is located in Naples, Florida and has two Tom Fazio Championship golf courses and has over 50 acres of waterways.

We have served these communities for the following periods of time: Bonita Bay West Golf Courses 2004-Present; and Bonita Bay East Golf Courses 2010-Present.

Miromar Lakes CDD

Contact: Michael Elgin, Director of Planning and Property Management 239-908-2384

Description: Miromar Lakes was voted the #1 Community in the United States and boasts the only Arthur Hills Signature Championship Golf course in SW Florida. The Site is comprised of 100,000 linear ft of shoreline and 650+ Acres of water and 180+ acres of Preserve/Mitigation area.

We have served this community for the following periods of time: 2002-Present.

The Club at Grandezza, Estero

Contact: Chris Jordan Property Manager, Sterling Property Services 239-947-4552

Description: Grandezza is an upscale golf course community located in Estero, Fl. It has an 18-hole course that was designed by Darwin Sharpe II. The course comprises of 74 acres of waterways.

We have served this community for the following periods of time: 2004-Present.

Colliers Reserve Country Club, Naples

Contact: Nicholas Von Hofen, Golf Course Superintendent 239-254-2867

Description: Colliers Reserve is an upscale golf course community located in Naples, Fl. It has an Arthur hills designed golf course, and has 40 acres of waterways.

We have served this community for the following periods of time: 2008-Present.

Old Collier Country Club, Naples

Contact: Todd Draffen Director of Golf Course Operations 239-593-8522

Description: Old Collier is an upscale golf course community located in Naples, Fl. It has a Tom Fazio designed golf course, and has 30 acres of waterways.

We have served this community for the following periods of time: 2004-Present.

Royal Poinciana Golf Club, Naples

Contact: Matthew Taylor, Director of Golf Course Operations 239-261-4987

Description: Royal Poinciana has two 18 Hole Arthur Hills designed courses and is a private club with a long history of extremely high standards. It has 45 + acres of waterways and wetland preserves.

We have served this community for the following periods of time: 2009 --Present.

Stonebridge Country Club

Contact: Mark Metzger, Golf Course Superintendent 239-552-1183

Description: Stonebridge has an 18 hole course designed by Gordon Lewis. It has 45+ acres of waterways and wetland preserves.

We have served this community for the following periods of time: 2012 --Present.

Del Webb @ Ava Maria Country Club, Naples

Contact: Michael Meisenhellter, Golf Course Superintendent 239-262-6900

Description: Del Webb @ Ava Maria is an upscale community and has an 18 hole Gordon Lewis designed course located in Naples, Fl. It has 135 acres of waterways.

We have served this community for the following periods of time: 2007-Present

Bay Hill Club and Lodge, Orlando

Contact: Matt Beaver, Golf Course Superintendent 407-876-2402

Description: This renowned golf course community in Central Florida features 27 holes of golf and is the host of the annually televised Arnold Palmer Invitational PGA Tour Event. There are 43 acres of waterways.

We have served this community for the following periods of time: 1999-Present.

Reunion Golf Resort, Orlando

Contact: Tray Maltby, Director of Golf Course Operations 407-396-3700

Description: This upscale resort boasts three courses designed by Jack Nicklaus, Arnold Palmer, and Tom Watson. It is also the home of the famed Annika Academy. There are 25 acres of waterways.

We have served this community for the following periods of time: 2010-Present.

Grand Cypress Resort and Golf Club, Orlando

Contact: Tom Alex, Golf Course Superintendent 407-239-1948

Description: This world class golf course resort has very demanding esthetic standards. We maintain over 70 acres of waterways and 2 acres of littoral shelves. The North South Course is now features in the telecast of the LPGA championship tournament.

We have served this community for the following periods of time: 2001-Present.

Trump International Golf Club, West Palm Beach

Contact: Andy Kjos, Golf Course Superintendent 561-682-1097

Description: This is a very high profile golf course that has hosted several televised events. We maintain 15 acres of Lakes and three separate littoral zones.

We have served this golf club for the following periods of time: 1999-Present

Mirasol, Palm Beach Gardens

Contact: Mike Malo Committee Chairperson 561-596-0586

Description: This project consists of all homeowner's lakes and two 18-hole golf courses with littoral shelves throughout this very upscale golf community located across the street from the PGA National in Palm Beach County. Mirasol was a former site for the Honda Classic. There are 280 acres of Waterways.

We have served this community for the following periods of time: 2006-Present.

Lake Masters Aquatic Weed Control, Inc.

Customer Reference List

The following is a reference list of some of the Golf Courses and Communities that Lake Masters is maintaining. We welcome you to drive by or call on these properties to see the quality of workmanship that our company provides for our customers.

East Coast Reference List

Old Palm Golf Club / Palm Beach Gardens
Danny Sapp / Golf Course Supt
(561) 348-0115

Valencia Cove / Boynton Beach
Mark Desantis / Lake Chairman
(631) 487-3425

Mirasol Golf Club / Palm Beach Gardens
Marsha Adler / Property Manager LCAM
(561) 625-0030 ext 103

Canyon Isles / Boynton Beach
Lyndsey Mayse / Property Mngt
(561) 697-4990

Jupiter Country Club / Jupiter
Michelle Bank / Property Manager
(561) 386-9779

Turnberry Isles Resort/Aventura
Mark Allison / Golf Course Supt
(305) 370-8357

Mizner Country Club / Delray Beach
Aylson Ruprecht / Property Manager
(561) 865-4442

Rock Creek Master / Cooper City
Carl Rosendorf / Property Mngt
(954) 435-1727

Lost Tree Golf Club / North Palm Beach
Chuck Schamling / Golf Course Supt
(561) 719-6107

Shenandoah Master / Davie
Arley Creamer / Property Mngt
(954) 338-9662

Trump National Doral/Doral
Josh Hollins / Golf Course Supt
(786) 375-1911

Jupiter Hills C.C. / Jupiter
Steve Ehrbar / Golf Course Supt
(561) 746-8542

Gleneagles Country Club / Delray Beach
Jason Bagwell / Golf Course Supt
(954) 695-9177

Seminole Hardrock Casino/Davie
John McAllister / Property Mngt
(954) 298-3271

Delray Dunes Country Club/Delray Beach
David Tandy / Golf Course Supt
(561) 352-7551

City of Plantation / Plantation
Steve Rodgers / Manager
(954) 452-2535

Sawgrass Mills Mall / Sunrise
Terry Wofford / Facilities Mngt
(954) 479-8969

Quail Valley Golf Club/Vero
Bo Estey / Golf Course Supt
(772) 473-6756

updated Oct2017

LAKE MASTERS AQUATIC WEED CONTROL, LLC

All licenses are for Commercial
RUP Applicator

PAGE 1 of 2
Applicator

License # Expiration date Category (see scale below)

Bayless, Andrew	cm23959	12/31/2019	5a
Bayless, James M	CM22355	6/30/2017	5A
Billings, James	CM23286	11/30/2018	5A
Bondeson, Paul	CM22284	5/31/2021	3, 5A,6,21
Boren, David	CM14884	8/31/2013	5A
Brookins, J. Robert	CM16209	8/31/2019	5A,21
Buchanan, S. Chris			
Carnell, Eric	CM21872	9/30/2016	5A
Clutz, Steven M			
Cragin, Brandon			
De La Cruz, Fransisco			
Dever, Jeff	CM18090	10/31/2018	5A
Dever, Shawn			
Dougherty, James S	CM22964	5/31/2018	5A,21
	Also: Storm Water Management Inspector #30502		
Florez, Alberto	CM17792	4/30/2018	5A,6,21
Garcia, Geraldo (JR)	CM18033	9/30/2018	5A
Garner, Nick			
Hobbic, Chris			
Hormann, Dustin	CM17754	3/31/2018	5A,6,21
	Also: DEP Green Industries Best Mgmt practices certification #GV3234-1 Trainee ID#GV3234		
Hunt, Dan	CM16352	11/30/2019	5A
Hunt, Travis			
Karg, Todd	CM24180	4/30/2016	5A
Klukowski, Kevin E	CM15147	1/31/2018	5A
Kurth, Alex	CM22972	5/31/2018	5A
Kurth, Bill	Storm Water Management Inspector #30500		
Land, Kris	CM25160	11/30/2021	
Lewis, Bryan M	CM13916	1/31/2020	5A
Marketta, Scott			
Martinez, Jackson	CM19043	4/30/2020	5A
Moding, Jeffrey	Storm Water Management Inspector #20708		
Nott, John A	CM15940	4/30/2015	5A,6, 21
Oraczewski, Anthony	CM21703	6/30/2020	5A
Osborn, Ronald	CM21146	6/30/2019	5A
Ostrowski, Bob	CM18910	1/15/2016	5A
Payne, Blake			
Pope, Jared			
Preciado, John	CM12295	3/31/2017	5A
Proud, Ryan M	CM23033	7/31/2018	5A
Robledo, Isaac			
Robledo, Rito M			
Rodriguez III, Moises	CM14142	6/30/2016	3

updated Oct2017

LAKE MASTERS AQUATIC WEED CONTROL, LLC.

All licenses are for Commercial
RUP Applicator

PAGE 2 of 2

Smallridge, David E

Smith, Samuel

Stahon, Jules E

Truax, Robert

Vucich, Joseph

Walsh, Errol T

Wano, Mark D

Watts, David "Kerry"

Weyant, Scott

CM20635

8/31/2014 5A

CM18013

8/31/2018 5A

CM14779

6/30/2017 5A

CM21868

9/30/2020 5A

CM22365

6/30/2017 5A

****Scale: License Categories:**

3 Ornamental & Turf

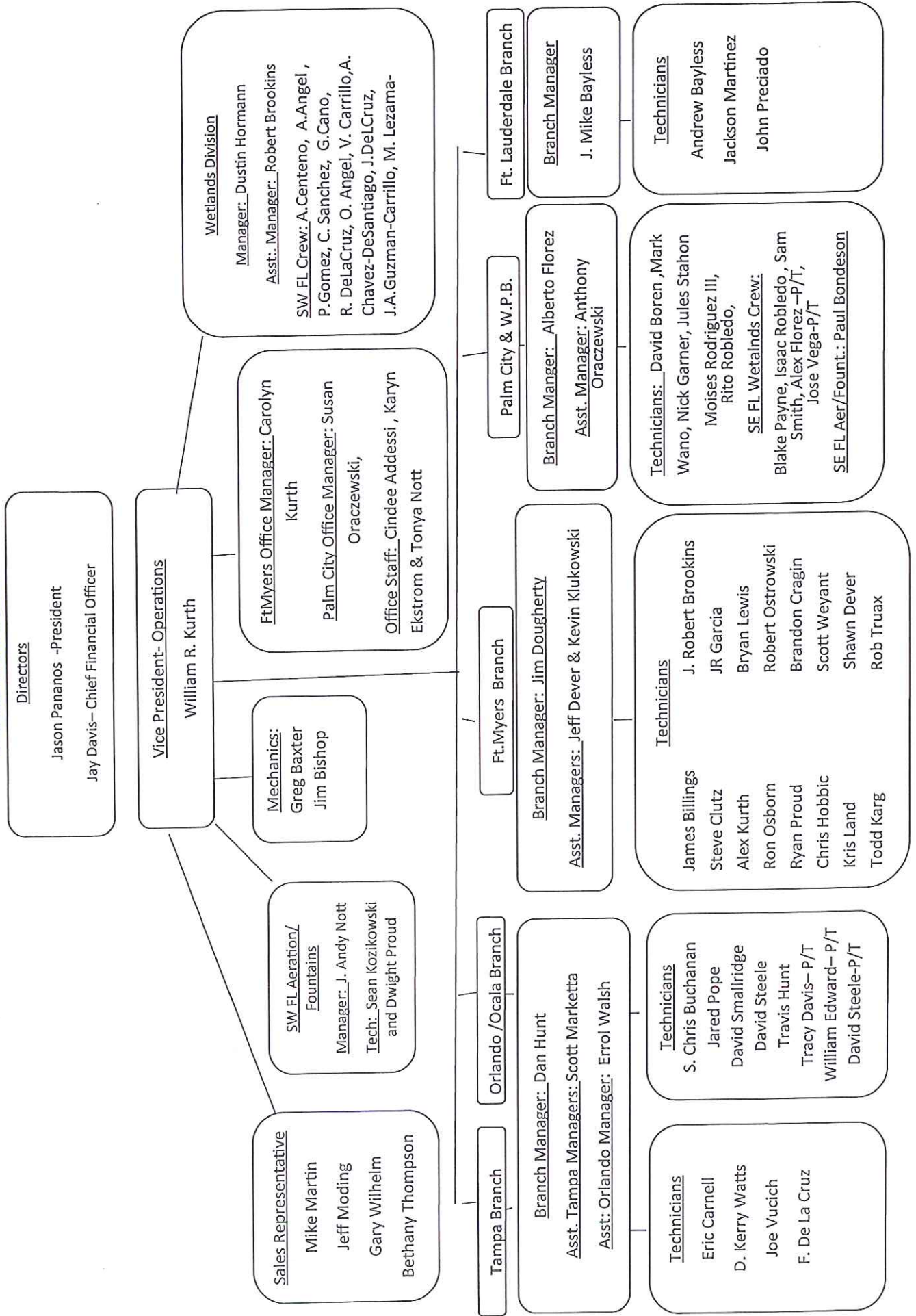
5A Aquatic Pest Control

21 Natural Areas Management

6 Right of Way

Lake Masters Aquatic Weed Control, LLC

ORGANIZATIONAL CHART





P.O. Box 2300

Palm City, FL 34991

Ph: 772.220.2224; Toll Free: 877.745.5729; Fax 772.220.6603

www.lakemasters.com

Resume of Lake Masters Aquatic Weed Control, Inc.

Lake Masters' Management Philosophy

Lake Masters is one of the largest lake and wetlands management companies in Florida, with work being performed throughout the State. Lake Masters has warehouses located in Fort Myers, Lehigh Acres, Tampa, Ocala, Orlando, St. Cloud, Palm City, West Palm Beach and Fort Lauderdale, Florida. Its headquarters are located in Palm City, Florida. Lake Masters is perhaps the premiere aquatics company when it comes to managing large, upscale golf course communities and resorts (See the Client Description and Reference List attached), as well as specializing in the management & preservation of wetlands & uplands. Lake Masters was incorporated in Florida in November, 1998. It was formed by persons with substantial experience in the aquatics, wetlands and golf course industries. Over fifty years of combined aquatics experience has taught us what works for customers and what leaves customers wanting. Simply put, customers want value for their dollar. What sets us apart is our business philosophy. The industry manages on rigid applicator hours and chemical budgets. We do not have strict budgets. Our field personnel are told to do the job to specification. Do the job. Do it right! Our reputation is beyond reproach, and we use only EPA approved pesticides & herbicides to be in harmony with environmental regulations and compliance requirements. We also utilize biological and mechanical methods and we continue to stay informed of the latest industry advancements. You can find out more about us at www.Lakemasters.com.

Lake Masters Ownership and Management

Our company principals have over 50 years of collective experience serving the golf course and development industry. We are known statewide for customer care, customer service and long term relationships. We respect our customers and we have earned our customers' respect.

Jason Pananos, President of VDA, LLC a holding company for Vector Disease Control International (VDCI) and SOLitude Lake Management. Prior to VDA, Jason worked at United Technologies Corporation where he held roles focused on finance, strategic planning, and acquisition activity. Jason obtained a Master in Business Administration degree from Harvard Business School and a BBA in finance from the University of Massachusetts Amherst. Pananos is an active investor in privately held business in the lower middle market.

Jay Davis, CEO of VDA, LLC a holding company for Vector Disease Control International (VDCI) and SOLitude Lake Management. Prior to VDA, Jay worked as a consultant in the healthcare industry. Jay obtained a Master in Business Administration degree from Harvard Business School and a BA in Economics from Vanderbilt University. He is an active investor in privately held businesses in the lower middle market.

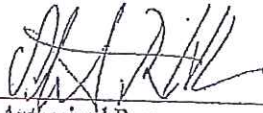
William R. Kurth, Vice President of Operations:

55 years old, Mr. Kurth's aquatic experience dates back to 1983, when he began his career as a technician with Ameraquatic. Among his many duties, he participated in the early Melaleuca control program for the United States Department of Interior in the Loxahatchee Wildlife Refuge. He is also responsible for supervising all Branch Managers and for insuring the proper training all new field technicians for Lake Masters. In 1987, Mr. Kurth moved to Fort Myers, FL as a branch manager and salesman for Ameraquatic. He continued in that position until 1995, when Ameraquatic was purchased by Aquagenix. He remained in that position until 1999, when due to the bankruptcy of Aquagenix he joined Lake Masters. Mr. Kurth moved from Branch Manager of the Fort Myers Branch to Vice President of Operations for Lake Masters and continues in that position today. In recognition of his invaluable contributions to Lake Masters, Mr. Kurth was made a shareholder in Lake Masters in 2005. He became certified by the Florida Department of Environmental Protection as a Stormwater Erosion and Sedimentation Control Inspector. Mr. Kurth has been a member of the Florida Aquatic Plant Management Society since 1983 and currently sits on the Board of Directors. He is also a member of the Aquatic Ecosystem Restoration Foundation and has provided considerable input into the drafting of the new NPDES regulations by the U.S. EPA. Mr. Kurth is one of the leading authorities on the use of the herbicide Sonar®, which is manufactured by SePRO Corporation. In 2007, he was honored as the only SePRO Applicator of the Year ever to be so honored from Florida. In 2005, he lectured for SePRO on the use of Sonar® at a seminar in Scottsdale, Arizona. He was also a featured speaker on the control of Melaleuca at the Florida Aquatic Plant Management Society's 1985 annual conference. He has also given a presentation on wetland restoration at the University of Florida's Aquatic Weed Control Short Course. Mr. Kurth is an expert pioneer in the control of toxic Golden Algae, *prymnesium parvum*. He lectured at the 2011 Florida Aquatic Plant Management Society's annual conference on, Golden Algae, Identification and Treatment. Other lectures include; SePRO 2013 annual conference on the uses of Captain XTR as well as speaking on the effective use of Chelated Copper at an International Business Meeting. Mr. Kurth was a featured speaker on, "30 years of Aquatic Weed Control in Florida" at the North American Lake Management Society annual meeting 2014. Recognitions include SePRO Sustainable Leadership Award, SePRO Best Management Practices Award, SePRO Preferred Applicator, and Awarded Outstanding Partner through the Bonita Bay Group. Mr. Kurth holds an Associate of Arts Degree in Business Management from Tallahassee Community College.

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY ACT

1. The jurisdiction where the Corporation first formed is Florida
2. The jurisdiction immediately prior to filing this Certificate is Florida
3. The date the corporation first formed is November 6 , 1998
4. The name of the Corporation immediately prior to filing this Certificate is Lake Masters Aquatic Weed Control, Inc.
5. The name of the Limited Liability Company as set forth in the Certificate of Formation is Lake Masters Aquatic Weed Control, LLC
6. The Certificate of Conversion shall be effective as of January 31, 2017

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 30th day of January, 2017.

By: 
Authorized Person

Name: Stuart R. Cohen

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

First: The name of the limited liability company is Lake Masters Aquatic Weed Control, LLC

Second: The address of its registered office in the State of Delaware is 108 West 13th
Street in the City of Wilmington; Zip Code: 19801

The name of its Registered Agent is Business Filings Incorporated.

Third: The effective date of the formation of the limited liability company shall be January 31,
2017.

In Witness Whereof, the undersigned has executed this Certificate of Formation as of the 30th
day of January, 2017.

By: 

Authorized Person

Name: Stuart R. Cohen

Typed or Printed Name

Detail by Entity Name

Foreign Limited Liability Company
LAKE MASTERS AQUATIC WEED CONTROL, LLC

Filing Information

Document Number M17000001408
FEI/EIN Number 59-3541068
Date Filed 02/17/2017
State DE
Status ACTIVE



Principal Address

1320 BROOKWOOD DRIVE STE H
LITTLE ROCK, AR 72202

Mailing Address

1320 BROOKWOOD DRIVE STE H
LITTLE ROCK, AR 72202

Registered Agent Name & Address

NRAI SERVICES, INC
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title P

PANANOS, JASON
1320 BROOKWOOD DRIVE STE H
LITTLE ROCK, AR 72202

Title CFO

DAVIS, JAY
1320 BROOKWOOD DRIVE STE H
LITTLE ROCK, AR 72202

Annual Reports

No Annual Reports Filed

Document Images

02/17/2017 -- Foreign Limited [View image in PDF format](#)

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "LAKE MASTERS AQUATIC WEED CONTROL, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTY-FIRST DAY OF JANUARY, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "LAKE MASTERS AQUATIC WEED CONTROL, LLC" WAS FORMED ON THE THIRTY-FIRST DAY OF JANUARY, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL FRANCHISE TAXES HAVE BEEN ASSESSED TO DATE.




Jeffrey W. Bullock, Secretary of State

Authentication: 201960569

Date: 01-31-17

6300290 8300

SR# 20170555500

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "LAKE MASTERS AQUATIC WEED CONTROL, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF CONVERSION, FILED THE THIRTIETH DAY OF JANUARY, A.D. 2017, AT 11:41 O`CLOCK A.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF JANUARY, A.D. 2017.

CERTIFICATE OF FORMATION, FILED THE THIRTIETH DAY OF JANUARY, A.D. 2017, AT 11:41 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF JANUARY, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE




Jeffrey W. Bullock, Secretary of State

6300290 8100H
SR# 20170555500

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 201960583
Date: 01-31-17

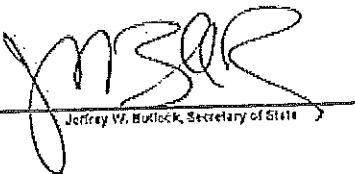
Delaware

Page 2

The First State

AFORESAID LIMITED LIABILITY COMPANY, "LAKE MASTERS AQUATIC WEED
CONTROL, LLC".




Jeffrey W. Butlock, Secretary of State

6300290 8100H
SR# 20170555500

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 201960583
Date: 01-31-17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Scottish American Risk Services 19563 E Mains Street, Suite 200 Parker, CO 80138	CONTACT NAME: Jim Tripolona	FAX (A/C. No.):	
	PHONE (A/C. No. Ext): 303-748-8869	FAX (A/C. No.):	
INSURED Lake Masters Aquatic Weed Control, LLC P.O. Box 2300 Palm City FL 34991	E-MAIL ADDRESS: JimT@scotamerican.com	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Insurance Company		
	INSURER B: Insurance Company of the State of Pennsylvania		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR (INSR) Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG	Y	Y	PHPK1613081	02/15/2017	04/01/2018	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMPOP AGG \$ 3000000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	PHPK1613081	02/15/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTIONS 10,000	Y	Y	PHUB573272	02/15/2017	04/01/2018	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC025-07-2395	04/01/2016	04/01/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A	Pollution Liability	Y	Y	7824161	02/15/2017	04/01/2018	Per Contamination \$5,000,000 Total Policy Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is an additional insured on all policies with the exception of Workers Compensation. Coverage is Primary & Non-Contributory. Waiver of Subrogation endorsement is included.

CERTIFICATE HOLDER Sample for Information Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05) © 1988-2010 ACORD CORPORATION. All rights reserved.

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Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Lake Masters Weed Control LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶

C Corporation S Corporation Partnership Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

1320 Brookwood Dr Ste H

6 City, state, and ZIP code

Little Rock, AR 72202

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
				-							
or											
Employer identification number											
5	9			-	3	5	4	1	0	6	8

Part II Certification

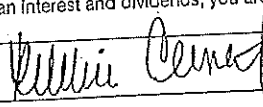
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶



Date ▶

2-15-17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/iv9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

E-Verify



Company ID Number: 761369

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Lake Master Aquatic Weed Control, Inc
Company Facility Address	6180 Idlewild Street Ft Myers, FL 33908
Company Alternate Address	P.O. Box 2300 Palm City, FL 34991
County or Parish	LEE
Employer Identification Number	593541068
North American Industry Classification System Code	400
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Exhibit B

NOVA SOUTHEASTERN UNIVERSITY POLICY



Drug-Free Workplace

Issue Date: March, 1989

Policy Number: 12

Policy Applies to: All Employees

In order to comply with the Drug-Free Workplace Act of 1988 (Pub. L. No. 100-690, 5151-5160), Nova Southeastern University has adopted the following policy.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in and on Nova Southeastern University owned or controlled property. Any Nova Southeastern University employee determined to have violated this policy will be subject to disciplinary action for misconduct, which action may include dismissal. No employee is to report to work while under the influence of illegal drugs. Violation of these policies by an employee will be reason for evaluation/treatment for a drug-use disorder or for disciplinary action up to and including dismissal. All Nova Southeastern University faculty and employees who, as a condition of their employment, abide by the terms of this statement.

In compliance with the Act, Nova Southeastern University requires that an employee notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. In order to comply with federal law, Nova Southeastern University must notify any federal contracting agency within 10 days of having received notice that an employee engaged in the performance of a federal contract or grant has had a criminal drug statute conviction for a violation occurring in the workplace. The employee must report any criminal drug convictions in the workplace to his/her University supervisor or department head within five days of the date of such conviction. The University will discipline any employee who is so convicted, or require the employee's satisfactory participation in a drug/alcohol abuse assistance or rehabilitation program within 30 days of notice of such conviction.



May 1, 2006

MEMO TO ALL EMPLOYEES:

Lake Masters Aquatic Weed Control Inc. is adopting a drug-free work place policy. This policy will become effective as of July 1, 2006. Enclosed are the policy statement and information pertaining to the policy. Employees will be tested upon the occurrence of the following incidents:

- 1) Pre-employment Drug Abuse Testing will be done for all new applicants.**
- 2) Reasonable Suspicion and employees involved in an accident while at work.**

Please read all pages, sign and return the Drug-Free Work Place Policy Summary and Substance Abuse and the Testing Policy Certificate. Should you have questions regarding this policy, do not hesitate to contact myself (at the number above) or Stuart Cohen at (561) 719-3462.

Susan Oraczewski
Office Manager

Substance Abuse Policy Statement

Lake Masters Aquatic Weed Control Inc. (hereinafter the "Company") is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any Lake Masters Aquatic Weed Control, Inc. employee illegally uses drugs on the job; comes to work under the influence; possesses, distributes or sells drugs in the workplace; or abuses alcohol on the job. Therefore, has established the following policy:

1. It is a violation of Lake Masters Aquatic Weed Control Inc. company policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engaged in the illegal use of drugs on the job.
2. It is a violation of company policy for anyone to report to work under the influence of illegal drugs or alcohol.
3. It is a violation of the company policy for anyone to use prescription drugs illegally. (However, nothing in this policy precludes the appropriate use of legally prescribed medications.)
4. Violations of this policy are subject to disciplinary action up to and including termination. It is the responsibility of the company's supervisors to counsel employees whenever they see changes in performance or behavior that suggest an employee has a drug problem. Although it is not the supervisor's job to diagnose personal problems, the supervisor should encourage such employees to seek help and advise them about available resources for getting help.

Everyone shares responsibility for maintaining a safe work environment, and co-workers should encourage anyone who has a substance abuse problem to seek help.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive and drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment Lake Masters Aquatic Weed Control Inc.

Employee Name

Date

Exhibit C

Tobacco-Free Policy

Policy Statement

Smoking and tobacco use are prohibited in all Nova Southeastern University facilities and on all university property and other properties owned or leased by the University with no exception. This includes, but is not limited to, all indoor and outdoor areas and properties. Indoor areas and properties include, but are not limited to, all common work areas, elevators, hallways, university-owned or leased vehicles, garages, restrooms, dining areas, employee lounges, conference and meeting rooms, and all other enclosed areas in the workplace. Outdoor areas include, but are not limited to, parking lots, grounds, rooftops, plazas, courtyards, entrance and exit ways, and any other areas of the university campus.

Also, smoking and tobacco use is prohibited within personal vehicles when on any property owned or leased by Nova Southeastern University;

For purposes of this policy, "smoking" is defined as inhaling, exhaling, burning, carrying or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lit tobacco products.

For the purposes of this policy, "tobacco use" is defined as the personal use of any tobacco product, whether intended to be lit or not, which shall include smoking as defined above, as well as the use of all electronic cigarette or any other device intended to simulate smoking and the use of smokeless tobacco, including snuff, chewing tobacco, smokeless pouches, any other form of loose-leaf, smokeless tobacco; as well as the use of unlit cigarettes, cigars, and pipe tobacco.

Policy Application

This policy applies to all students, faculty, staff, volunteers, consultants, contractors, and visitors and extends to all facilities occupied or controlled by Nova Southeastern University, including education centers located in the state of Florida and throughout the United States. Smoking and tobacco use is also prohibited in all university-owned or leased vehicles, including but not limited to, Public Safety vehicles, Physical Plant vehicles, the Shark Shuttle, and golf carts.

Corporate Summary

Florida's lakes, canals, ponds, rivers and wetlands have become an increasingly popular aesthetic and recreational amenity in urban, in rural areas, in public places and throughout communities. Waterways provide facilities for recreational use, such as fishing and water sports, and are important for water drainage, wildlife preservation and as a source of water for industrial and residential use. As a result of natural and other factors, including overgrowth of noxious weeds, algae and exotic plants, which can deplete oxygen and restrict the flow of water, waterways and wetlands, require management to preserve and maintain their health and intrinsic value. Additionally, because extensive land development in the State of Florida has depleted natural wetlands, federal and state legislation has been enacted to preserve Florida's wetland sanctuaries by requiring property owners and developers to restore portions of developed land to natural wetlands.

Superior Waterway Services, Inc. (Superior) provides aquatic management and environmental remediation services to government, private and commercial customers throughout the State of Florida. The Company offers a variety of services, consisting primarily of the control of aquatic weeds, algae and exotic plants, wetland planting and restoration, the installation of fountains and aeration systems and the stocking of fish for recreation and plant control.

Field services are designed to suit individual customer requirements and are provided to condominiums, apartment complexes, homeowner associations, golf courses, land developers, special taxing districts, municipal and state authorities, many of which must maintain Florida's waterways in compliance with state and local environmental laws and regulations. A substantial portion of the Company's water monitoring and environmental remediation services are designed to protect Florida's freshwater ecosystems and groundwater from contamination by pollutants. Superior's services are intended to maintain the health, beauty, quality and natural balance of life in aquatic communities throughout our client region.

Superior's executive offices are located at 6701 Garden Rd. Suite 1, Riviera Beach, Florida 33404. The telephone number is (561) 844-0248 and the fax number is (561) 844-9629. Superior also has a satellite office located at 23220 Harper Avenue, Suite 3, Punta Gorda, FL. 33980. The telephone number is (941) 456-7212.

Superior's Unique Services

Aquatic Weed, Algae and Exotic Plant Control. The term “aquatic weed” encompasses a large, diverse group of plant types, consisting of four basic groups that pose a problem to waterways: floating aquatics, submersed weeds, emergent and ditch bank vegetation and grasses. Algae, a fifth classification, is a lower form of submersed plant life and is the cause of unsightly “scum” on the water’s surface. Left unattended, aquatic weeds, algae and plants appear and propagate in excessive amounts and interfere with the aquatic environment’s natural balance. Thick masses of aquatic growth can disrupt boat traffic, fishing and other water sports, lower the oxygen levels of water, often resulting in fish kills, and create flow problems. Noxious weeds generate foul odors, visual eyesores and create breeding grounds for mosquitoes and other pests. The most undesirable aquatic weeds are those exotic plants and trees that have been imported into Florida, which have no natural enemies, and that have adapted to out compete natural and native plant life. While beneficial plants are essential to creating a properly balanced aquatic ecosystem and shelter for various species of fish, birds, and animals, dense infestations of aquatic weeds and algae prevent sunlight from entering the water, potentially endangering all living inhabitants.

The Company’s aquatic management services consist primarily of the control of aquatic weeds, algae and exotic plants. Superior’s staff establishes treatment programs for lakes, canals, ponds and wetlands by assessing water quality and vegetation, and the specific needs of individual customers. Superior maintains a database of computerized water analysis information and property management control and aquatic treatment plans. Company-trained and licensed applicators utilize special equipment to disperse algacides and herbicides in water and on adjacent land to control the growth of aquatic weeds, algae and exotic plants. The Company typically uses small boats and trucks equipped with specialized spray equipment. Significant reduction in the growth of aquatic weeds, algae and exotic plants is usually achieved within weeks.

Only products demonstrated to have a wide margin of safety to humans, Florida fish and wildlife are used in Superior’s lake management programs.

In addition to regular applications for weed control, Superior utilizes harvesting methods to control aquatic weeds and to remove trash from waterway systems. Harvesting is performed either manually or mechanically, depending upon the nature and extent of the growth of undesirable aquatic weeds, plants and debris. Mechanical harvesting is typically expensive but achieves immediate results. Superior uses boats equipped with special attachments to collect trash and to cut, gather and remove aquatic weeds.

Superior also controls submersed aquatic weeds and insects by introducing two species of fish, the Triploid Grass Carp, a genetically engineered, weed eating fish which may consume as much as three times its body weight each day, and the Gambusia, or Mosquitofish, which may consume up to its weight daily in mosquito larvae and pupae.

Wetlands/Uplands Planting and Restoration. The preservation and propagation of Florida's wetlands and natural areas has become recognized as an important part of a healthy aquatic ecosystem. Beneficial plants form a base for an important link between the beginnings of the food chain and higher forms of plant and animal life. The Company believes that the quality of water is directly attributed to the balance of aquatic life in the water and beneficial vegetation along shorelines.

Superior offers wetland and upland planting, restoration and maintenance services, which involve the movement of soil and the planting of beneficial native plant life to create or recreate natural areas in the form in which they naturally occur. Ongoing maintenance programs ensure the survival of environmentally sensitive plants.

Fountains and Aeration Systems. Superior offers an extensive line of decorative floating fountains that enhance the visual appeal and beauty of waterways while providing ecological benefits which include increased water circulation, reduced stagnation and the reduction of odors caused by algae. The Company's fountains feature unique, interchangeable display heads, which allow a customer to select a variety of different spray patterns. Fountains are fabricated using quality stainless steel materials that resist corrosion.

Superior also offers aeration systems designed to induce waterways to better digest organic sediments which deplete oxygen, trap gasses and result in the general degradation of water quality. The Company's aeration systems are custom designed systems consisting of a pattern of membranes that are laid on the bottom of a lake and silent air compressors mounted on the shore. When air is injected from the compressor through pipes to the membranes, air rises through the water oxygenating and cleansing it. Superior's aeration systems are designed to minimize fish kills and foul odors.

Water Clarification. Superior has the capability to provide the specialized service of water clarification for residential and commercial customers. Applications are made based upon individual field conditions and results are typically seen within 24 hours.

Fish Stocking. Superior's Fisheries Management Division offers a variety of species of fish for stocking lakes and ponds for recreational purposes, including Largemouth Bass, Bluegill, Crappie and Channel Catfish. The Company's personnel perform salinity, pH and oxygen tests, conduct surveys of existing fish populations and create aquatic sanctuaries for successful fish habitat.

NEW SERVICES

Midge and Flying Insect Control. Superior has the ability to control midges and flying insects by targeting the larva that are produced in the water using environmentally safe products and applied using a licensed applicator.

Erosion Control. Superior now provides erosion control using suction dredging, using geotubes to stabilize eroding banks and prevent any further damage to the slopes along the water bodies.

CHRISTOPHER YORK

6701 Garden Road, Suite 1 · 561-844-0248

cyork@superiorwaterway.com

EXPERIENCE

JUNE 1995-AUGUST 1999

REGIONAL MANAGER, FUTURE HORIZONS, INC.

Responsibilities included repairs of aerators and fountains, sales, invoicing, business development, aquatic weed control applications, herbicide inventory management and management of warranty repairs and documentation.

OCTOBER 1999-PRESENT

PRESIDENT, SUPERIOR WATERWAY SERVICES, INC.

Oversight of daily operations including business development, wetland planting project management, dune restoration project management, aquatic weed control program development and management, business financial management and various contract negotiations.

EDUCATION

DIPLOMA, PALATKA HIGH SCHOOL/1986-1989

BS BIOLOGY, GEORGIA SOUTHERN UNIVERSITY/GRADUATION 1995

COUSE WORK FOCUS ON BOTANY, MICROBIOLOGY, ORNITHOLOGY, ENTOMOLOGY AND BIOLOGY.

SKILLS

- AQUATIC PLANT IDENTIFICATION
- BUSINESS MANAGEMENT
- WETLAND CREATION DESIGN
- DUNE RESTORATION
- AERATION SYSTEM DESIGN

ACTIVITIES

GOLF, FISHING, HUNTING, HIKING AND BOATING.
PALM BEACH CREW – BOARD OF DIRECTORS

Eric Mannisto

23220 Harper Ave, Unit 3 Punta Gorda, FL 33980

941-456-7212

eric@superiorwaterway.com

Experience

October 1999-September 2008

Manager, Superior Waterway Services, Inc.

Responsibilities included repairs of aerators and fountains, aquatic weed control applications, scheduling of applicators and oversight of chemical inventory.

October 2008-August 2015

Vice President, Superior Waterway Services, Inc.

Responsibilities included oversight of all aquatic applicators, contract negotiations, aquatic weed control applications, aerator and fountain repairs, management of warranty repairs. Teacher and trainer of aquatic programs for new and current employees.

August 2015-Present

Regional Director of Operations, Superior Waterway Services, Inc.

Responsibilities include oversight of daily operations, project management, aerator and fountain sales, contract negotiations, aquatic weed control program development and management

Education

BS Biology, Southern Ct State University 1995

Emphasis on microbiology, botany and chemistry.

Skills

- *Aquatic weed control program developer
- *Business Management
- *Aeration System design

**2017 / 2018 CHARLOTTE COUNTY
LOCAL BUSINESS TAX RECEIPT**
MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 32343
EXPIRES SEPTEMBER 30, 2018

RENEWAL

TYPE OF BUSINESS 650 ENVIRONMENT, CONSERVATION AND WILDL

BUSINESS ADDRESS 23220 HARPER AVE UNITS 3 & 4
PORT CHARLOTTE, FL 33980

BUSINESS NAME SUPERIOR WATERWAY SERVICES INC

OWNER CHRISTOPHER YORK SUPERIOR WATERWAY SERV

MAILING ADDRESS 6701 GARDEN RD SUITE 1
RIVIERA BEACH, FL 33404

AMOUNT 35.00
PENALTY 0.00
TOTAL 35.00

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

Paid 08/08/2017 Receipt # 770-00003774 35.00

References

Todd Legan
Cedar Hammock Golf and Country Club
Naples, FL
(239) 825-4599

Bob Lily
Burnt Store Lakes
Punta Gorda, FL
(239) 292-5597

Management Plan

Lakes

Superior Waterway Services (SWS) takes a proactive approach to the treatment of weeds and algae. Weekly treatments and inspections will be done by 1- 2 trained applicators utilizing either a RTV or a boat to conduct treatment. All lakes will be treated at a minimum of once per month, but most lakes will receive two visits. Garbage and debris removal will be done as an ongoing process while conducting these visits. If there is excessive debris, it will be noted, and the office will schedule a separate visit to remove the debris if it cannot be done in a timely manner while on site. The problem lakes are treated more frequently. A waterway management report is generated each time an employee is on site. Extra visits are sometimes needed to complete treatments. These will be performed at no extra cost to Miromar Lakes. The utmost care is taken to not damage any turf or sod when treating lakes. Weather conditions also may affect our decision to perform a treatment or reschedule the visit.

Littorals

SWS will be treating the littorals for weeds during their weekly visits as well. SWS targets weeds using the most effective method to treat the weeds with minimal damage to the beneficial plants. Spikerush will also be kept sprayed to the proper widths monthly.

Aeration

Superior Waterway Services will send 1-2 technicians to service the aeration systems on a semiannual basis to perform the required cleaning and maintenance of the systems. A detailed report will be generated at this time. However, while conducting weekly visits for lakes, the applicators will also be visually inspecting these systems as a proactive approach to maintaining them. Anything that needs to be addressed will be put on the lake report as well as an email to suggest repairs.

Mitigation/Wetlands

SWS will send a crew of 4-10 guys plus a supervisor on a semiannual basis to treat all the exotic weeds in the four specified areas. Reports will be generated daily with areas treated.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License

License # CM12521

MANNISTO, ERIC A
175 OHIO RD
LAKE WORTH, FL 33467

Categories
21, 5A, 6

Issued: November 20, 2016

Expires: September 30, 2017

Signature of Licensee



ADAM H. PUTNAM, COMMISSIONER
The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License

License # CM24878

BENFIELD, TY JAMES
305 VENICE DR
BOYNTON BEACH, FL 33426

Categories
21

Issued: May 5, 2017

Expires: May 31, 2021

Signature of Licensee



ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License

License # CM21087

YORK, CHRIS JAMES
6701 GARDEN RD #1
RIVIERA BEACH, FL 33404

Categories
5A, 21

Issued: October 20, 2015

Expires: May 31, 2019

Signature of Licensee



ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services

Pesticide Certification Office

Commercial Applicator License

License # CM22301

HICKS JR, WILLIAMS EARL
116 WEST WALKER RD
LAKE WORTH, FL 33467

Categories

5A

Issue: MAY 19, 2013

Expires: MAY 19, 2015

Earl Williams Hicks Jr.
Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Exhibit "B" Miromar Lakes CDD

Water Management and Conservation Mitigation Areas Maintenance

Bid Schedule

A.	Lakes	I.D. #	Yearly Bid Price	Lakes	I.D. #	Yearly Bid Price
1.	1A		\$ <u>2,381.40</u>	12.	6D	\$ <u>1,601.16</u>
2.	1B		\$ <u>4,970.40</u>	13.	6E	\$ <u>1,896.00</u>
3.	1C		\$ <u>899.64</u>	14.	6F	\$ <u>640.92</u>
4.	2A		\$ <u>2,352.00</u>	15.	6G	\$ <u>1,128.00</u>
5.	3A		\$ <u>2,508.00</u>	16.	6H	\$ <u>1,852.20</u>
6.	3B		\$ <u>672.72</u>	17.	6I	\$ <u>610.32</u>
7.	3C		\$ <u>462.12</u>	18.	6J	\$ <u>1,241.27</u>
8.	5/6 N. Mod		\$ <u>1,115</u>	19.	5/6 S. Mod	\$ <u>2,352.00</u>
9.	6A		\$ <u>1,908</u>	20.	6N	\$ <u>501.00</u>
10.	6B		\$ <u>963.62</u>	21.	6O	\$ <u>493.33</u>
11.	6C		\$ <u>479.28</u>	22.	6P	\$ <u>508.00</u>
				23.	5/6 South	\$ <u>24,289.68</u>
					Sub-Total	\$ <u>55,826.06</u>

B. Mitigation Area Yearly Maintenance

Mitigation #1-\$ 4,320 Mitigation #2-\$ 10,680 Mitigation #3-\$ 7,020 Mitigation #4-\$ 7,950
 Sub-Total \$ 29,970.00

C. Maintenance Yearly for aerators and fountain

Sub-Total \$ 2,000.00

D. Add Alternates for future Miromar waterbodies once conveyed to CDD (yearly bid amount)

Lake I.D. #: 3D-\$ 648.00 6K-\$ 900.00 6L-\$ 420.00 6Q-\$ 300.00 5/6 N. Mod 2,3,4-\$ 4,920.00

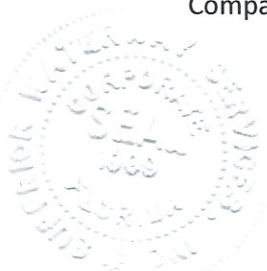
Total bid for Sections (A, B and C only) for yearly maintenance of lakes, mitigation areas,, aerators and fountain

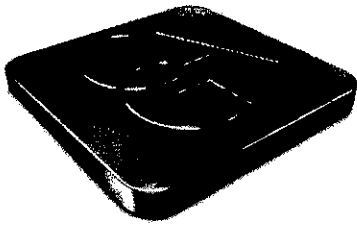
Total \$ 87,796.06

(Contractual bid price will be invoiced each month for 1/12 of bid total)

Company Signature Chris York
Chris York (print)

Date 11-27-17





Memorandum

Date: December 1, 2017
To: James P. Ward- District Manager
From: Bruce Bernard - Field Manager
Paul Cusmano – Asset Manager
Subject: Miromar Lakes CDD
Asset Management Report- November 2017
CGA Project # 13-5692

Civil Engineering/Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering
& Inspection (CEI)
Construction Services
Contract Government
Services
Data Technologies &
Development
Electrical Engineering
Emergency Management
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Indoor Air Quality
Land Development
Landscape Architecture
Municipal Engineering
Planning
Redevelopment
Surveying & Mapping
Traffic Engineering
Transportation Planning
Urban Design
Water/Wastewater
Treatment Facilities
Website Development/
Computer Graphics

GSA Contract Holder

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

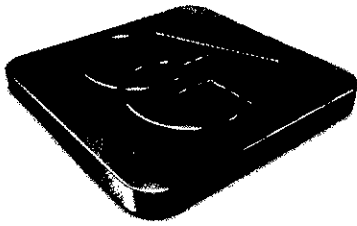
www.cgasolutions.com

Lake Maintenance

CDD staff has received the bids for the lake maintenance contract, and will commence with reviewing and evaluating the vendor's proposals. CDD staff will be presenting the review of the bids to the CDD's Board of Supervisors at the January 2018 meeting for their consideration.

The recent hurricane, Hurricane Irma, damaged both lake banks and rip-rap seawalls in both the Isola Bella and Verona Lago subdivisions. CDD Staff has a contractor, Dragonfly Ponds, repairing both subdivision banks and walls at this time. The CDD contractor is dredging the lake to recapture eroded fill material and correcting the areas by the use of Geo-Tube bags to restore the lake banks prior to the rip-rap seawall installation. Photo attached

Staff inspected all of the CDD maintained lake(s) shoreline to determine the full extent of the Hurricane Irma damage as it pertains to lake bank erosion and rip-rap concerns. Staff is preparing an estimate of additional maintenance repairs required for next year's fiscal budget due to the storm damage. Photos attached



Civil Engineering/Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering
& Inspection (CEI)
Construction Services
Contract Government
Services
Data Technologies &
Development
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Landscape Maintenance

BrightView Landscaping and their subcontractors are continuing with working on Hurricane Irma related debris removal. CDD staff approved the proposal for the I-75 berm for the cutting back of tree limbs, resetting of trees if possible, grinding tree stumps were acceptable, and removing and chipping of Hurricane Irma generated material. The crews have removed the material from the Lake 5/6 south berm, and chipped tree limbs and branches with the clippings being used within the plant beds. Larger tree trunks are being hauled off-site for disposal.

CDD staff has been notified by FEMA of its inclination to consider Miromar Lakes CDD impacts for reimbursement of select debris recovery aspects, and an on-site meeting with the FEMA representative is scheduled for December 5, 2017, to review hurricane affected locations. CDD staff has been compiling Hurricane Irma debris related proposals / contracts, invoices, canceled checks, pictures, and field monitoring reports to upload to the FEMA PA Notification Account site for potential reimbursement.

Stormwater Maintenance

CDD staff has issued a purchase order to M.R.I. to begin there inspection process of the drainage outfalls and any interconnecting piping that is maintained by the CDD. This inspection will allow for a three year capital program funding to be allocated for the identified locations within the system that need cleaning and removal of sand and debris. This inspection will be performed once lake levels have returned to more normal elevations.

Permit Compliance

SFWMD Notice of Inspection letter dated September 18, 2015, remaining open items / updates are as follows:

1. Application – Miromar Lakes Phase 1
 - a. Lake bank erosion - Erosion to the lake shoreline has occurred in some areas of Lakes 6H, 6I, and 6J. Lake 6I has a drop of four (4) feet between lots. Also, erosion has occurred near control structure CS#1. Restore the lake shorelines to substantial compliance with permit.



Civil Engineering/Roadway
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Shoreline erosion mitigation efforts have been incorporated into the CCD Capital Improvements budget(s) from 2016-2020. The CDD itself has taken efforts to implement the maintenance repairs with prior approval from affected Homeowners Associations (HOA's) (shoreline erosion mitigation has begun and has been completed in four of the fourteen subdivisions to be repaired)

2. Application 030128-2 Mediterranean Village Phase 4 Vivaldi
 - a. Lake bank erosion - Erosion to lake shoreline has occurred in some areas on Lake 6H. Restore the lake shoreline to comply with permit.
Shoreline erosion mitigation efforts for this permit will be addressed within the Capital Improvements budget year 2018-2019.









Miromar Lakes Community Development District

Financial Statements

November 30, 2017



Visit our web site: www.miromarlakescdd.org

Prepared by:

JPWARD AND ASSOCIATES, LLC

*2900 Northeast 12th Terrace
Suite 1*

OAKLAND PARK, FLORIDA 33334

E-MAIL: JIMWARD@JPWARDASSOCIATES.COM

PHONE: (954) 658-4900

Miromar Lakes Community Development District

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<i>Statement of Revenue, Expenditures and Changes in Fund Balance</i>	
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<i>Debt Service Fund</i>	
<i>Series 2012 Bonds</i>	<i>6</i>
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JPWard & Associates, LLC
2900 Northeast 12th Terrace
Suite 1
Oakland Park, Florida 33334
(954) 658-4900

**Miromar Lakes Community Development District
Balance Sheet
for the Period Ending November 30, 2017**

	Governmental Funds						Totals (Memorandum Only)
	Debt Service Funds			Account Groups			
	General Fund	Series 2012	Series 2015	General Long Term Debt	General Fixed Assets		
Assets							
Cash and Investments							
General Fund - Invested Cash	\$ 613,328	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 613,328
Debt Service Fund							
Interest Account	-	-	-	-	-	-	-
Sinking Account	-	-	-	-	-	-	-
Reserve Account	-	397,372	754,375	-	-	-	1,151,747
Revenue	-	342,974	283,828	-	-	-	626,802
Prepayment Account	-	0	-	-	-	-	0
Due from Other Funds							
General Fund	-	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-	-
Market Valuation Adjustments							
Accrued Interest Receivable	-	-	-	-	-	-	-
Assessments Receivable	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	740,346	-	-	740,346
Amount to be Provided by Debt Service Funds	-	-	-	25,839,654	-	-	25,839,654
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	36,514,917	-	36,514,917
Total Assets	\$ 613,328	\$ 740,346	\$ 1,038,203	\$ 26,580,000	\$ 36,514,917	\$ -	\$ 65,486,794

**Miromar Lakes Community Development District
Balance Sheet
for the Period Ending November 30, 2017**

	Governmental Funds			Account Groups		Totals (Memorandum Only)
	Debt Service Funds			General Long Term Debt	General Fixed Assets	
	General Fund	Series 2012	Series 2015			
Liabilities						
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Other Funds						
General Fund	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-
Bonds Payable	-	-	-			
Current Portion	-	-	-	\$1,115,000.00	-	1,115,000
Long Term	-	-	-	\$25,465,000.00	-	25,465,000
Total Liabilities	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 26,580,000</u>	<u>\$ -</u>	<u>\$ 26,580,000</u>
Fund Equity and Other Credits						
Investment in General Fixed Assets	-			-	36,514,917	36,514,917
Fund Balance						
Restricted						
Beginning: October 1, 2017 (Unaudited)	-	849,530	3,113,235	-	-	3,962,765
Results from Current Operations	-	(109,184)	(2,075,032)	-	-	(2,184,216)
Unassigned						
Beginning: October 1, 2017 (Unaudited)	423,111			-	-	423,111
Results from Current Operations	190,217			-	-	190,217
Total Fund Equity and Other Credits	<u>\$ 613,328</u>	<u>\$ 740,346</u>	<u>\$ 1,038,203</u>	<u>\$ -</u>	<u>\$ 36,514,917</u>	<u>\$ 38,906,794</u>
Total Liabilities, Fund Equity and Other Credits	<u>\$ 613,328</u>	<u>\$ 740,346</u>	<u>\$ 1,038,203</u>	<u>\$ 26,580,000</u>	<u>\$ 36,514,917</u>	<u>\$ 65,486,794</u>

Miromar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through November 30, 2017

Description	October	November	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources					
Carryforward	\$ -	\$ -	-	\$ -	N/A
Interest					
Interest - General Checking	21	16	37	300	12%
Special Assessment Revenue					
Special Assessments - On-Roll	-	-	-	911,287	0%
Special Assessments - Off-Roll	113,648	242,214	355,862	454,590	78%
Miscellaneous Revenue					
Miscellaneous Revenue	-	-	-	0	N/A
Intragovernmental Transfer In					
Intragovernmental Transfer In	-	-	-	0	N/A
Total Revenue and Other Sources:	\$ 113,668	\$ 242,230	355,899	\$ 1,366,177	26%
Expenditures and Other Uses					
Legislative					
Board of Supervisor's - Fees	-	2,000	2,000	12,000	17%
Board of Supervisor's - Taxes	-	153	153	918	17%
Executive					
Professional Management	3,333	3,333	6,667	40,000	17%
Financial and Administrative					
Audit Services	-	-	-	5,200	0%
Accounting Services	-	-	-	-	N/A
Assessment Roll Services	-	-	-	18,000	0%
Arbitrage Rebate Services	-	1,000	1,000	1,000	100%
Other Contractual Services					
Legal Advertising	50	-	50	1,200	4%
Trustee Services	-	-	-	7,900	0%
Property Appraiser/Tax Collector Fees	-	1,191	1,191	2,400	50%
Bank Services	32	48	80	550	15%
Travel and Per Diem					
Travel and Per Diem	-	-	-	-	N/A
Communications & Freight Services					
Postage, Freight & Messenger	52	52	104	400	26%
Insurance					
Insurance	5,778	-	5,778	5,800	100%
Printing & Binding					
Printing & Binding	-	432	432	1,200	36%
Website Development					
Website Development	-	-	-	1,000	0%
Office Supplies					
Office Supplies	-	-	-	-	N/A
Subscription & Memberships					
Subscription & Memberships	175	-	175	175	100%

Prepared by:

JPWARD and Associates, LLC

Miomar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through November 30, 2017

Description	October	November	Year to Date	Total Annual Budget	% of Budget
Legal Services					
Legal - General Counsel	-	7,975	7,975	30,000	27%
Legal - Litigation	-	-	-	-	N/A
Legal - Center Place - Special Counsel	-	-	-	30,000	0%
Legal - Center Place	-	-	-	-	N/A
Land Exchange - Salerno	-	-	-	-	N/A
Other General Government Services					
Engineering Services - General Fund	-	3,245	3,245	15,000	22%
NPDES	-	-	-	250	0%
Asset Administration Services	833	833	1,667	10,000	17%
Center Place	-	-	-	-	N/A
Sub-Total:	10,254	20,263	30,517	182,993	17%
Hurricane Relief Services					
Engineering Services					
General Engineering	-	6,820	6,820	-	N/A
Sub-Total:	-	6,820	6,820	-	
Stormwater Management Services					
Professional Services					
Asset Management	2,317	3,517	5,833	27,800	21%
Mitigation Monitoring	-	-	-	500	0%
Utility Services					
Electric - Aeration Systems	339	410	750	4,400	17%
Lake System					
Aquatic Weed Control	5,464	5,464	10,928	65,568	17%
Lake Bank Maintenance	-	-	-	3,000	0%
Water Quality Testing	-	-	-	13,840	0%
Water Control Structures	-	-	-	11,000	0%
Grass Carp Installation	-	-	-	-	N/A
Litoral Shelf Barrier/Replanting	-	-	-	-	N/A
Aeration System	-	-	-	2,000	0%
Wetland System					
Routine Maintenance	3,133	3,133	6,267	42,100	15%
Other Current Charges	-	-	-	-	N/A
Capital Outlay					
Aeration Systems	-	-	-	10,800	0%

Miomar Lakes Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through November 30, 2017

Description	October	November	Year to Date	Total Annual Budget	% of Budget
Littortal Shelf Replanting/Barrier	-	-	-	6,000	0%
Lake Bank Restoration	-	-	-	-	N/A
Turbidity Screens	-	-	-	13,800	0%
Erosion Restoration	-	-	-	264,253	0%
Contingencies	-	-	-	3,000	0%
Sub-Total:	11,253	12,524	23,778	468,061	5%
Landscaping Services					
Professional Management					
Asset Management	3,117	3,117	6,233	37,400	17%
Utility Services					
Electric	-	-	-	-	N/A
Irrigation Water	-	-	-	5,000	0%
Repairs & Maintenance					
Public Area Landscaping	-	25,549	25,549	452,000	6%
Irrigation System	2,507	-	2,507	8,000	31%
Well System	-	-	-	1,000	0%
Plant Replacement	-	4,857	4,857	30,000	16%
Other Current Charges					
Lee County Assessments	-	50,852	50,852	51,000	100%
Charlotte County Assessments	-	-	-	375	0%
Hendry County - Panther Habitat Taxes	-	-	-	-	N/A
Operating Supplies					
Mulch	14,567	-	14,567	19,000	77%
Capital Outlay	-	-	-	111,348	0%
Sub-Total:	20,191	84,375	104,566	715,123	15%
Total Expenditures and Other Uses:	\$ 41,699	\$ 123,982	\$ 165,681	\$ 1,366,177	12%
Net Increase/ (Decrease) in Fund Balance	71,969	118,248	190,217	-	
Fund Balance - Beginning	423,111	495,080	423,111	526,359	
Fund Balance - Ending	\$ 495,080	\$ 613,328	613,328	\$ 526,359	

Miromar Lakes Community Development District
Debt Service Fund - Series 2012 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through November 30, 2017

Description	October	November	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources					
Carryforward	\$ -	\$ -	-	\$ -	N/A
Interest Income					
Reserve Account	53	(54,107)	(54,054)	40,000	-135%
Prepayment Account	-	-	-	-	N/A
Revenue Account	199	209	409	30	1362%
Interest Account	-	-	-	-	N/A
Special Assessment Revenue					
Special Assessments - On-Roll	-	213,103	213,103	801,872	27%
Special Assessments - Off-Roll	-	-	-	160,379	0%
Special Assessments - Prepayments	-	-	-	-	N/A
Operating Transfers In (From Other Funds)	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 252	\$ 159,205	159,457	\$ 1,002,281	N/A
Expenditures and Other Uses					
Debt Service					
Principal Debt Service - Mandatory					
Series 2012 Bonds	-	-	-	\$ 465,000	0%
Principal Debt Service - Early Redemptions					
Series 2012 Bonds	-	-	-	-	N/A
Interest Expense					
Series 2012 Bonds	-	268,641	268,641	537,281	50%
Operating Transfers Out (To Other Funds)	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 268,641	268,641	\$ 1,002,281	N/A
Net Increase/ (Decrease) in Fund Balance	252	(109,436)	(109,184)	(0)	
Fund Balance - Beginning	849,530	849,782	849,530	870,552	
Fund Balance - Ending	\$ 849,782	\$ 740,346	740,346	\$ 870,551	

Note: Negative interest income due to maturity of investment coming due November 17, 2017

Prepared by:

JPWard and Associates, LLC

Miromar Lakes Community Development District
Debt Service Fund - Series 2015 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through November 30, 2017

Description	October	November	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources					
Carryforward	\$ -	\$ -	-	\$ -	N/A
Interest Income					
Reserve Account	31	(128,487)	(128,456)	90,000	-143%
Prepayment Account	346	836	1,182	-	N/A
Revenue Account	322	(605)	(283)	-	N/A
Special Assessment Revenue					
Special Assessments - On-Roll	-	65,462	65,462	246,240	27%
Special Assessments - Off-Roll	-	-	-	1,179,635	0%
Special Assessments - Prepayments	-	-	-	-	N/A
Operating Transfers In (From Other Funds)	-	-	-	-	N/A
Bond Proceeds	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 699	\$ (62,794)	\$ (62,095)	\$ 1,515,875	N/A
Expenditures and Other Uses					
Debt Service					
Principal Debt Service - Mandatory					
Series 2015 Bonds	-	-	-	\$ 650,000	0%
Principal Debt Service - Early Redemptions					
Series 2015 Bonds	-	1,580,000	1,580,000	-	N/A
Interest Expense					
Series 2015 Bonds	-	432,938	432,938	865,875	50%
Operating Transfers Out (To Other Funds)	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 2,012,938	2,012,938	\$ 1,515,875	N/A
Net Increase/ (Decrease) in Fund Balance	699	(2,075,731)	(2,075,032)	-	
Fund Balance - Beginning	3,113,235	3,113,934	3,113,235	-	
Fund Balance - Ending	\$ 3,113,934	\$ 1,038,203	1,038,203	\$ -	

Note: Negative interest income due to maturity of investment coming due November 17, 2017

Prepared by:

JPWard and Associates, LLC