TERN BAY
COMMUNITY DEVELOPMENT DISTRICT

Monthly Asset Manager's Report
October 2026

Prepared For:

James Ward
District Manager
Community Development District Manager

Prepared By:

Calvin, Giordano & Associates, Inc.
A SAFEbuilt® COMPANY

Project Number: 25-8498

November 10, 2026

TERN BAY COMMUNITY DEVELOPMENT DISTRICT

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I. PURPOSE

The purpose of this report is to provide the District Manager with an update on recent inspection-related activities. We will continue to provide updated monthly inspection reports on the status of ongoing field activities.

II. CURRENT ASSET UPDATES

1. Entrance & Roadway Maintenance
2. Landscape Maintenance
3. Aquatic Maintenance
4. Feral Hog Trapping Update
5. Cane Toad Update

1. Entrance & Roadway Maintenance

- **Pedestrian Crosswalk Sign – River Perch and Heritage Landing:** The replacement pedestrian crosswalk sign at River Perch and Heritage Landing has been installed and returned to service, resolving the outage noted in the previous report.



Replacement pedestrian crosswalk sign installed at River Perch and Heritage Landing

- **Decorative Palm Lighting:** The decorative uplighting at two palms has been identified as non-functional. A service request has been issued, and the lighting contractor has been

dispatched to diagnose and repair the affected fixtures. Restoration of the lighting will be confirmed in the next report.

- **Front Entrance Landscape and Monument Lighting:** Recent inspections identified approximately seven nonoperational landscape and monument lighting fixtures at the front entrance. Rather than repairing the existing fixtures, a landscape lighting contractor has been engaged to evaluate the area and prepare a proposal for a comprehensive lighting replacement throughout the front entrance. A separate proposal has also been requested for supplemental landscape lighting at the first roundabout beyond the entrance. Both proposals are pending and will be presented for review upon receipt.

- **Computer Board Installation:** Installation of the three computer boards approved at the previous Board meeting is scheduled for the second week of November.

- **License Plate Reader and RFID Striping:** Pavement layout is underway at the license plate reader locations in advance of the striping work. The proposed improvements consist of a 24-inch-wide white stop bar and a solid yellow guide line to promote consistent vehicle positioning and improve RFID reader detection. The striping contractor will be scheduled upon finalization of the layout.

2. Landscape Maintenance

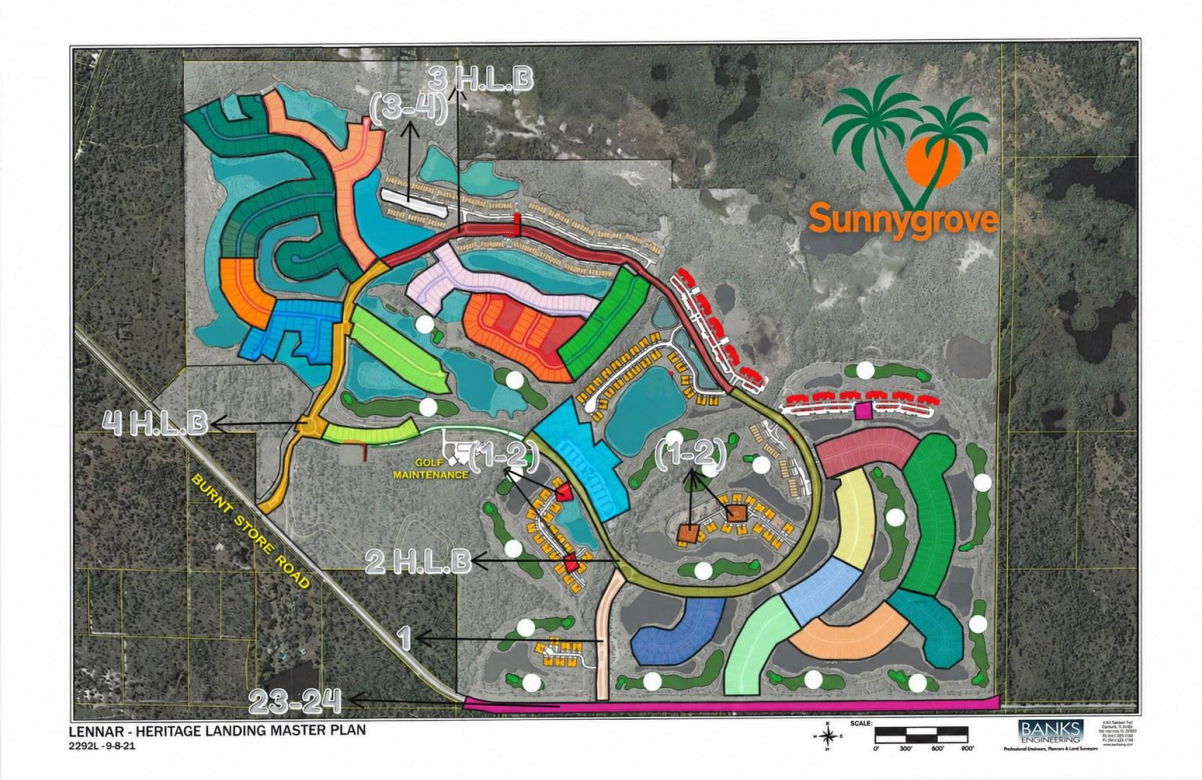
- **Seasonal Annual Rotation:** The prior rotation of seasonal annuals was removed during the last week of October 2026, and the annual beds are currently unplanted. Replanting is being held pending Board direction on the future of the seasonal annual program, as outlined under Upcoming Asset Management Initiatives.

- **November 2026 Maintenance Schedule:** Mowing has transitioned to a bi-weekly winter cycle, with Zones 1–3 and 23–24 serviced on November 2, 16, and 30, and Zone 4 serviced on November 4 and 18, followed by December 2. Detail trimming is scheduled for Zone 1 on November 9, Zone 2 on November 10, Zone 3 on November 11, Zone 4 on November 12, Zone 23 on November 23, and Zone 24 on November 24. Bed weed control is scheduled for Zones 1–4 on November 23 and Zones 23–24 on November 24.

- **Irrigation Wet Checks:** Wet checks are scheduled for Timer 1 on November 9 and Timers 3 and 4 on November 10; these timers serve all common-area irrigation zones within Zones 1–4.

- **Turf and Plant Pest Control:** Pest control and turf weed control applications are scheduled for November 3–5 and November 9–12.

- **Holiday Schedule:** No landscape services are scheduled on November 26 and 27 in observance of the Thanksgiving holiday. The monthly service calendars are provided under Supporting Documentation.



Landscape maintenance zone map – Heritage Landing

- **Weekly Field Activity – Week of November 2, 2026:** Mowing and debris collection were completed throughout the common areas on November 2, and cocoplum plantings were installed at the south entrance in accordance with the approved enhancement proposal. Shrubs and palms within the common areas were fertilized on November 6. The weekly field report, including photographic documentation, is provided under Supporting Documentation.

3. Aquatic Maintenance

- **Shoreline Vegetation:** Twenty-three lakes received targeted shoreline weed and grass treatments on October 9 and October 19, with Lakes 4 and 6 receiving a follow-up application on October 19. The remaining eighteen lakes were inspected and required no treatment.

- **Algae and Submersed Vegetation:** Algae treatment was limited to three lakes (Lakes 18, 24, and 29) on October 19, and no submersed vegetation required treatment during the reporting period. The minimal algae growth observed through the close of the rainy season reflects healthy lake conditions and effective control from prior treatment cycles. Algae activity is anticipated to decline further as temperatures moderate.

- **Lake Dye:** Lake dye was applied to all forty-two lakes on October 8.

- **Kayak Trail and Preserves:** On October 16, invasive weeds and grasses were treated along the Kayak Trail, and the Southern Creek section of the preserves was treated for Category I and II exotic species and nuisance vines. A follow-up treatment of both areas was scheduled for October 21, 2026.

- **Work Orders:** No aquatic work orders were completed or remained open during the reporting period.

4. Feral Hog Trapping Update

- **Program Summary:** A cumulative total of 62 feral swine has been removed across the three active trap locations. No hogs were removed in October, no hogs remain on camera at any location, and no new activity has been detected elsewhere on the property.
- **Trap Location 1 (26.82339, -82.03476):** 34 feral swine removed to date. No damage is present along the golf course edge. The site will remain baited and monitored to prevent hogs from returning to the golf course.
- **Trap Location 2 (26.80918, -82.04065):** 23 feral swine removed to date. No new damage has occurred since their removal, and previously impacted areas have recovered. Camera monitoring continues for new activity.
- **Trap Location 3 (26.81734, -82.03705):** 5 feral swine removed to date. No damage is present; the location appears to function as a travel corridor across the property. Camera monitoring continues.

5. Cane Toad Update

- **October 1–20, 2026:** Removals for the period totaled approximately 27,500 tadpoles and 105 adult toads, roughly half of September's figures. The decline coincides with heavy rainfall and the onset of cooler temperatures, and tadpole activity is expected to conclude over the coming weeks.

III. UPCOMING ASSET MANAGEMENT INITIATIVES

6. Seasonal Annuals

The seasonal annuals were removed during the last week of October 2026, and the beds are currently unplanted. The Board is asked to decide whether to reinstall annuals or convert the beds to permanent perennial plantings.

The current program costs $26,000 per year for three rotations of approximately 2,926 flowers each. Converting the beds would require approximately 400 perennials and 420 bags of mulch for initial coverage. The proposed palette consists of Panama Rose, Thryallis, and Dwarf Oleander ($22 each), Dwarf Bougainvillea ($25), Radermachera ($30), and Blue Daze ($7). Assuming an equal mix of the six species, the one-time plant material cost would be approximately $8,500, plus mulch and installation. This represents an estimated savings of approximately $17,500 in the first year and up to $26,000 in each subsequent year, partially offset by routine perennial maintenance.

- **Option A:** Reinstall seasonal annuals at the current budget of $26,000 per year.
- **Option B:** Convert the beds to the perennial palette listed above.

Representative photographs of the proposed plant material are provided below.



Blue Daze (Evolvulus glomeratus)



Blue Daze (Evolvulus glomeratus)



Panama Rose (Rondeletia leucophylla)



Panama Rose (Rondeletia leucophylla)

7. ***Heritage Landing Water Use Permit (WUP No. 20012586.007)***

WUP No. 20012586.007, issued by the Southwest Florida Water Management District (SWFWMD) in the District's name, requires monthly meter reading submittals for thirteen permitted withdrawal points (Special Condition Nos. 23 and 24) and quarterly water quality sampling at DID Nos. 6 and 15 for chloride, sulfate, and Total Dissolved Solids (Special Condition No. 25). A compliance review determined that these monitoring and reporting obligations had not been included in any contracted scope of services, and no submittals have been made under the permit to date. No notice of violation or enforcement action has been identified.

Two proposals have been obtained for a one-year term (November 2026 through October 2027) at $12,080 and $10,200. Both exceed the $7,080 budgeted under the Irrigation Systems line item, by $5,000 and $3,120 respectively; either variance could be funded from the District's $11,634 in contingency. The complete technical memorandum and both proposals are provided under Supporting Documentation.

- **Board Action Requested:** Select one proposal and authorize the use of contingency funds to cover the budget variance.

8. ***Cherry Blossom Drainage Swale Regrading***

As noted in the previous report, inadequate drainage has been identified behind five residential properties along Cherry Blossom. The proposed corrective work consists of constructing approximately 225 linear feet of new drainage swale, graded to tie into the existing swale system and convey stormwater runoff to the existing drainage inlet. The scope includes all excavation, earthwork, grading, and soil redistribution required to establish proper elevations, followed by restoration and resodding of all disturbed areas.

One proposal has been received in the amount of $7,363.00 and is provided under Supporting Documentation. A second proposal has been requested but will not be available prior to distribution of the agenda package; it will be presented to the Board upon receipt.

- **Board Action Requested:** Approve the swale regrading in an amount not to exceed $7,363.00, and authorize the District Manager to award the work to the lowest qualified proposer upon receipt of the second proposal.

9. ***FY 2027 Lake, Lake Dye, Kayak Trail, and Preserve Maintenance***

At the previous meeting, the Board directed that the incumbent aquatic contractor revise its FY 2027 proposals to align with the adopted budget. Revised ten-month agreements have been received for lake maintenance, lake dye applications, kayak trail maintenance, and preserve maintenance, totaling $121,080.00 and falling within the budgeted amount. The ten-month term reflects that October and November 2026 were serviced under the prior fiscal year agreement; the revised agreements therefore cover December 2026 through September 2027.

Competing proposals were also obtained from Pond Professional, LLC and SOLitude Lake Management on a twelve-month basis. To provide a consistent comparison, the incumbent's monthly rates have been

extended to a twelve-month term, and the competing proposals have been prorated to the ten-month remaining term.

Twelve-Month Comparison

Service	Premier Lakes	Pond Professional	SOLitude
Lake Maintenance	$75,528.00	$49,200.00	$105,000.00
Lake Dye	$33,180.00	$10,800.00	Included (as needed)
Kayak Trail	$8,028.00	$1,200.00	$8,100.00
Preserve Maintenance	$28,560.00	$22,000.00	$28,800.00
12-Month Total	**$145,296.00**	**$83,200.00**	**$141,900.00**

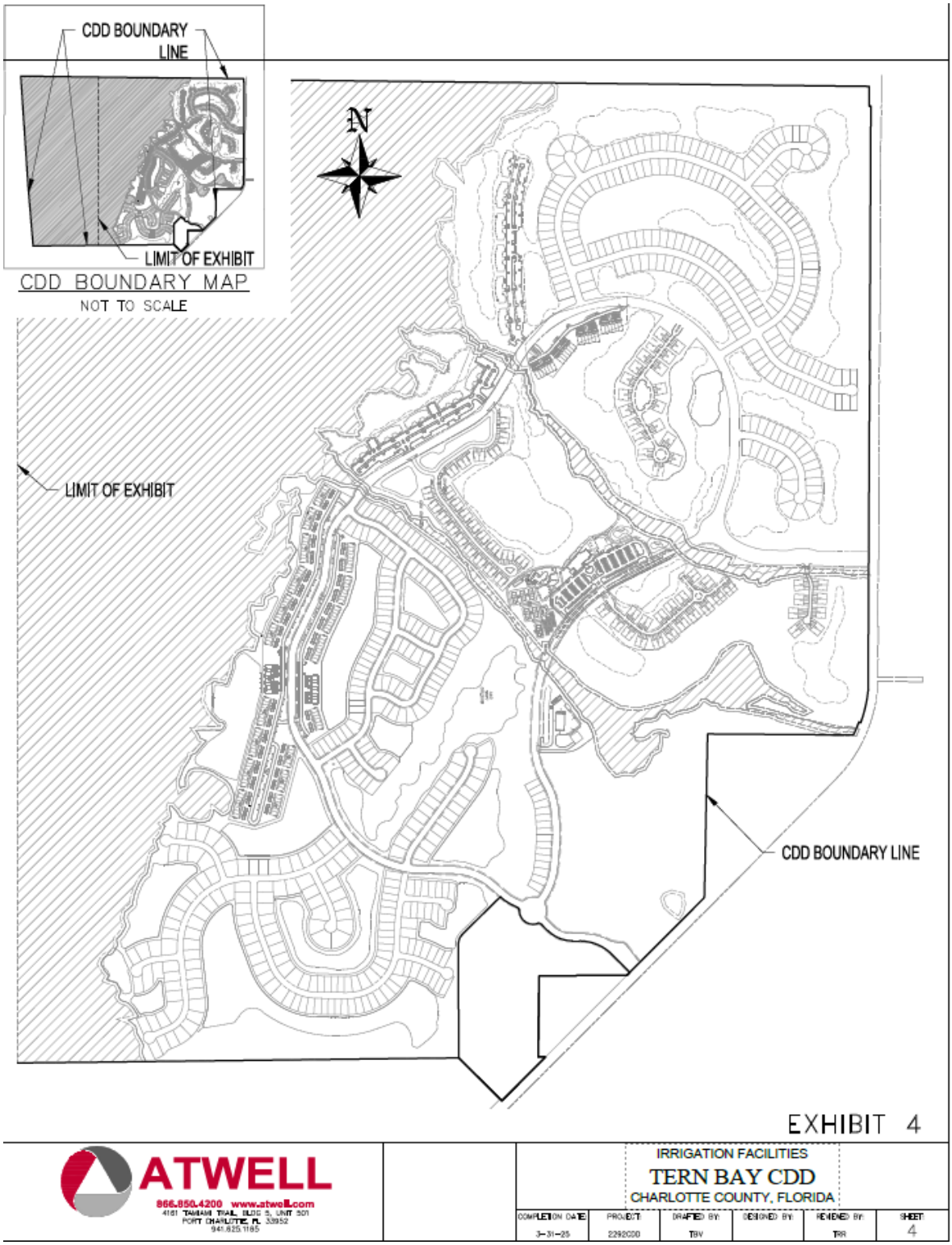
Remaining FY 2027 Term (Ten Months, December–September)

Service	Premier Lakes	Pond Professional	SOLitude
Lake Maintenance	$62,940.00	$41,000.00	$87,500.00
Lake Dye	$27,650.00	$9,000.00	Included (as needed)
Kayak Trail	$6,690.00	$1,000.00	$6,750.00
Preserve Maintenance	$23,800.00	$18,333.33	$24,000.00
10-Month Total	**$121,080.00**	**$69,333.33**	**$118,250.00**

The proposals are not identical in scope. The incumbent's lake agreement covers approximately 147.97 acres and its preserve agreement approximately 60 acres, whereas the Pond Professional proposals reference approximately 91 acres of stormwater ponds and 193.63 acres of wetland and conservation buffers. The SOLitude program includes lake dye on an as-needed basis rather than as a scheduled monthly application, and its kayak trail pricing remains subject to confirmation of service frequency. The incumbent's agreements renew automatically with a four percent annual escalation. Proration of quarterly preserve services is approximate, as the ten-month term may include three or four service events.

- **Recommendation:** Approve the revised ten-month agreements with the incumbent contractor in the amount of $121,080.00, which are within the adopted budget and maintain continuity of service with the current provider, whose performance across the lake, preserve, and kayak trail systems has been satisfactory.
- **Board Action Requested:** Award the FY 2027 lake, lake dye, kayak trail, and preserve maintenance services to one of the proposers listed above. All proposals are provided under Supporting Documentation.

IV. LOCATION MAP



Calvin, Giordano & Associates, Inc.
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Certificate of Authorization #514

V. SUPPORTING DOCUMENTATION

10. October 2026 Aquatic Quality Control Summary

No aquatic work orders were completed or in progress during the reporting period.

Location	Action	Target	Treatment Date	Notes
Lake 1	Treated	Shoreline weeds	10/09/2026	Dye applied 10/08
Lake 2	Treated	Shoreline weeds	10/09/2026	Dye applied 10/08
Lake 3	Treated	Shoreline weeds	10/09/2026	Dye applied 10/08
Lake 4	Treated	Shoreline weeds	10/09/2026, 10/19/2026	Dye applied 10/08
Lake 5	Treated	Shoreline weeds	10/09/2026	Dye applied 10/08
Lake 6	Treated	Shoreline weeds	10/09/2026, 10/19/2026	Dye applied 10/08
Lake 7	Treated	Shoreline weeds	10/09/2026	Dye applied 10/08
Lake 8	Inspected	—	—	Dye applied 10/08
Lake 9	Inspected	—	—	Dye applied 10/08
Lake 10	Treated	Shoreline weeds	10/09/2026	Dye applied 10/08
Lake 11	Treated	Shoreline weeds	10/09/2026	Dye applied 10/08
Lake 12	Treated	Shoreline weeds	10/09/2026	Dye applied 10/08
Lake 13	Treated	Shoreline weeds	10/09/2026	Dye applied 10/08
Lake 14	Treated	Shoreline weeds	10/09/2026	Dye applied 10/08
Lake 15	Inspected	—	—	Dye applied 10/08
Lake 16	Inspected	—	—	Dye applied 10/08
Lake 17	Inspected	—	—	Dye applied 10/08
Lake 18	Treated	Shoreline weeds & algae	10/19/2026	Dye applied 10/08
Lake 19	Treated	Shoreline weeds	10/19/2026	Dye applied 10/08
Lake 20	Treated	Shoreline weeds	10/19/2026	Dye applied 10/08
Lake 21	Inspected	—	—	Dye applied 10/08
Lake 22	Treated	Shoreline weeds	10/19/2026	Dye applied 10/08
Lake 23	Inspected	—	—	Dye applied 10/08
Lake 24	Treated	Algae	10/19/2026	Dye applied 10/08
Lake 25	Inspected	—	—	Dye applied 10/08
Lake 26	Inspected	—	—	Dye applied 10/08
Lake 27	Inspected	—	—	Dye applied 10/08
Lake 28	Treated	Shoreline weeds	10/19/2026	Dye applied 10/08
Lake 29	Treated	Shoreline weeds & algae	10/19/2026	Dye applied 10/08
Lake 30	Inspected	—	—	Dye applied 10/08
Lake 31	Inspected	—	—	Dye applied 10/08
Lake 32	Inspected	—	—	Dye applied 10/08
Lake 33	Inspected	—	—	Dye applied 10/08
Lake 34	Treated	Shoreline weeds	10/19/2026	Dye applied 10/08
Lake 35	Inspected	—	—	Dye applied 10/08
Lake 36	Inspected	—	—	Dye applied 10/08
Lake 37	Treated	Shoreline weeds	10/19/2026	Dye applied 10/08
Lake 38	Treated	Shoreline weeds	10/19/2026	Dye applied 10/08
Lake 39	Treated	Shoreline weeds	10/19/2026	Dye applied 10/08
Lake 40	Treated	Shoreline weeds	10/09/2026	Dye applied 10/08
Lake 41	Inspected	—	—	Dye applied 10/08
Lake 42	Inspected	—	—	Dye applied 10/08
Kayak Trail	Treated	Invasive weeds & grasses	10/16/2026	Wetland crew
Quarterly Preserves	Treated	Nuisance vines & species	10/16/2026; 10/21/2026	Southern Creek; wetland crew

*11. **November 2026 Landscape Maintenance Schedules***

NOVEMBER

Heritage Landing 2026

Mow Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Zones 23-24 Zones 1-3	3	4 Zone 4	5	6	7
8	9	10	11	12	13	14
15	16 Zones 23-24 Zones 1-3	17	18 Zone 4	19	20	21
22	23	24	25	26 Thanksgiving Day	27 OFF	28
29	30 Zones 23-24 Zones 1-3		Zone 4			

NOVEMBER

Heritage Landing 2026

Trim Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9 Zone 1	10 Zone 2	11 Zone 3	12 Zone 4	13	14
15	16	17	18	19	20	21
22	23 Zone 23	24 Zone 24	25	26 Thanksgiving Day	27 OFF	28
29	30					

NOVEMBER

Heritage Landing 2026

Weed Control Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23 Zone 1-4	24 Zone 23-24	25	26 Thanksgiving Day	27 OFF	28
29	30					

NOVEMBER

Heritage Landing 2026

Irrigation Wet Check Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9 Timer 1	10 Timer 3 & 4	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26 Thanksgiving Day	27 OFF	28
29	30					

*These are the timers that contain all zones for common areas (1-4).

NOVEMBER

Heritage Landing 2026

Pest Control for Turf & Plants/Turf Weed Control Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4 Pest Control	5 Pest Control	6 Pest Control	7
8	9 Pest Control	10 Pest Control	11 Pest Control	12 Pest Control	13	14
15	16	17	18	19	20	21
22	23	24	25	26 Thanksgiving Day	27 OFF	28
29	30					

12. Weekly Landscape Maintenance Report – Week of November 2, 2026

SUNNYGROVE LANDSCAPING

Weekly Landscape Maintenance Report

Heritage Landing Golf & Country Club

Reporting period: Week of November 2, 2026 (November 2–8)

Weekly Service Overview

Landscape maintenance and enhancement services were completed in CDD association common areas during the reporting week. The following pages include field photographs and service documentation organized by date.

DATE	SERVICE	DESCRIPTION
Mon, Nov 2	Common-area mowing	Mowed all CDD association common areas.
Mon, Nov 2	Debris collection	Collected and removed debris as work progressed.
Mon, Nov 2	South entrance planting	Installed cocoplum plants per the approved proposal.
Fri, Nov 6	Landscape fertilization	Fertilized shrubs and palms in CDD association common areas.

Photographic Documentation

November 2: South entrance cocoplum installation and common-area mowing / site conditions.

November 6: Fertilization activity along community roadways, sidewalks, landscape beds, and palm plantings.

Photographs document representative work and site conditions; not every maintained area is individually pictured. Fertilizer product and application rates are not specified in this report.

SUNNYGROVE LANDSCAPING

WEEKLY LANDSCAPE MAINTENANCE REPORT

PROPERTY	Heritage Landing Golf & Country Club
SERVICE DATE	Monday, November 2, 2026
COVERAGE	Association common areas and south entrance

Service Summary

On November 2, 2026, the landscape maintenance team completed mowing throughout the CDD association common areas and collected debris as work progressed. Additional landscape enhancement work included installation of cocoplum plants at the community south entrance under the approved proposal.

Completed Work

Common area mowing — Mowed all CDD association common areas.

Debris collection — Picked up and removed debris during maintenance operations.

South entrance landscape enhancement — Installed cocoplum plants at the south entrance in accordance with the approved proposal.

Photographic Documentation — South Entrance





New cocoplum plantings at the south entrance (photographs provided by field team).

COMMON AREA MAINTENANCE | PHOTO LOG

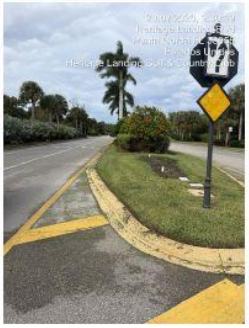
Monday, November 2, 2026 • Heritage Landing Golf & Country Club



Mowing operations in progress along Heritage Landing Boulevard.



Common-area landscape conditions during rainfall on the service date.



Community roadway median and adjacent maintained landscape areas.

Report notes

This report documents services reported as completed on November 2, 2026. Photographs are representative of work activity and site conditions; not every common area is individually pictured.

SUNNYGROVE LANDSCAPING

WEEKLY LANDSCAPE MAINTENANCE REPORT

PROPERTY: Heritage Landing Golf & Country Club
SERVICE DATE: Friday, November 6, 2026
SERVICE: Landscape Fertilization

Shrubs and palms located within CDD association common areas were fertilized on November 6, 2026.
photographs document the field operations.



Fertilization operations along the palm-lined community roadway.



Fertilization activity in common-area landscape beds adjacent to the sidewalk.



Close-up documentation of fertilization work around palm plantings.

13. Cherry Blossom Drainage Swale Regrading – Proposal

ESTIMATE

B&C Pavers LLC
124 Seaboard Ave
Venice, FL 34285-4615

bcpaversllc@yahoo.com
+1 (941) 914-7731
https://bc-pavers.com

B&C Pavers LLC
(941)914-7731
Sarasota, FL

Bill to
Attn. Richard Freeman
c/o Calvin Giordano & Associates, Inc.
1800 Eller Drive
Suite 600
Fort Lauderdale, FL 33316
United Sates

Ship to
Attn. Richard Freeman
c/o Calvin Giordano & Associates, Inc.
1800 Eller Drive
Suite 600
Fort Lauderdale, FL 33316
United Sates

Estimate details
Estimate no.: 8764
Estimate date: 11/04/2026

#	Product or service	Description	Amount
1.	**Services**	Tern Bay CDD – Drainage Swale Construction and Site Restoration Construct a new drainage swale behind five residential properties at Turn Bay CDD, designed to match and tie into the existing swale system. The new swale will be properly graded to promote positive drainage and direct stormwater runoff toward the existing drainage inlet. The scope of work includes all necessary excavation, earthmoving, grading, and soil redistribution to establish the proper elevations and ensure efficient water flow. Upon completion, all disturbed areas will be properly prepared and resodded as necessary to restore the surrounding landscape. Total Swale Length: Approximately 225 linear feet.	$7,363.00
		Total	**$7,363.00**

Accepted date **Accepted by**

14. Heritage Landing WUP Compliance – Technical Memorandum and Proposals

Heritage Landing WUP No. 20012586.007 – SWFWMD Water Use Permit Compliance

Background

The District maintains an Irrigation Maintenance Agreement with Heritage Landing Master Association, Inc. (the "Association"), executed April 7, 2026, under which the Association performs the day-to-day operation, maintenance, and repair of the District's irrigation improvements within Heritage Landing. WUP No. 20012586.007 is issued in the District's name. The RESPEC and IVA proposals addressed below cover the permit's monitoring and reporting requirements, which are separate from the irrigation maintenance services provided under the Association agreement.

Purpose of the Required Reporting

SWFWMD requires permit holders to submit periodic metered withdrawal data and water quality sampling results so the District can verify that actual water use remains within the volumes authorized under the permit and does not adversely affect the surficial aquifer or nearby wetlands and water bodies. This is a standard condition of any consumptive use permit and is not unique to Heritage Landing. The proposed scope addresses two distinct obligations under the WUP's Special Conditions: (1) continuous collection and reporting of monthly meter readings at DID Nos. 1, 2, 3, 4, 5, 6, 10, 13, 14, 15, 16, 17, and 55, as required by Special Condition Nos. 23 and 24; and (2) quarterly water quality sampling at DID Nos. 6 and 15, with results analyzed for chloride, sulfate, and Total Dissolved Solids (TDS) and submitted to SWFWMD per Special Condition No. 25. The proposed scope covers a one-year term, from November 2026 through October 2027, and includes four (4) quarterly sampling events.

Reporting Status

As of this date, no monthly meter reading or quarterly water quality reports have been submitted to SWFWMD under this permit, and no completed reports currently exist. This gap was identified during a review of the District's permit compliance obligations; the monitoring and reporting scope had not previously been included in any contracted service, which is why it has not been performed to date and is only now being brought forward. No notice of violation or enforcement action from SWFWMD has been identified at this time. Once reporting is underway, the monthly meter reading submittals and quarterly water quality reports filed with SWFWMD will be available and can be provided to the Board as part of the District's ongoing record.

Budget Impact

The District's current budget includes $7,080 under the Irrigation Systems line item for this reporting and compliance effort. Both proposals received to date exceed this budgeted amount: RESPEC's proposal of $12,080 would put the District over budget by $5,000, and IVA's proposal of $10,200 would put the District over budget by $3,120. The District currently holds $11,634 in contingency funds, which could be drawn upon to cover either shortfall should the Board elect to proceed with one of the proposals as submitted.

Vendor Proposal Comparison

No vendor is currently engaged to perform water use meter reading or water quality reporting for this permit, and no existing contract or incumbent pricing exists for this specific scope of work. Two proposals have been obtained: RESPEC Company, LLC (dated October 16, 2026) and IVA Environmental Services (dated October 26, 2026). Both proposals cover monthly meter-reading collection and reporting under Special Condition Nos. 23 and 24, and quarterly water-quality sampling and laboratory analysis for chloride, sulfate, and Total Dissolved Solids (TDS) under Special Condition No. 25, for a twelve-month term. RESPEC's proposal itemizes all thirteen DID Nos. subject to monthly reporting (1, 2, 3, 4, 5, 6, 10, 13, 14, 15, 16, 17, and 55) and names DID Nos. 6 and 15 for quarterly sampling; IVA's proposal references the applicable permitted withdrawal locations generally, without itemizing each DID number, and covers up to two withdrawal locations per quarterly sampling event. A side-by-side summary of pricing is provided below.

Vendor	Water Use Reporting	Water Quality Sampling	Total Proposed Fee
RESPEC Company, LLC	$11,400 (Lump Sum)	$680 (Time & Materials)	**$12,080**
IVA Environmental Services	$9,600 (Lump Sum)	$600 (Time & Materials)	**$10,200**

Attachment A – RESPEC Short Form Scope and Fee/Contract

6561 Palmer Park Circle • Suite D • Sarasota, FL 34238 • (941) 552-5657

Short Form Scope and Fee/Contract
Heritage Landing WUP No. 20012586.007
Water Use Permit Compliance

PROPOSAL SUBMITTED TO:			PHONE:	DATE:
Tern Bay Community Development District			(954) 921-7781	October 16, 2026
STREET:			**CLIENT CONTACT:**	
513 NE 13th Avenue			Richard Freeman	
CITY:	**STATE:**	**ZIP:**	**CLIENT EMAIL ADDRESS:**	
Fort Lauderdale	FL	33301	Rfreeman@cgasolutions.com	
PROJECT MGR.:	**EMAIL:**		**PHONE:**	**FAX:**
Devin Lemke, P.G.	devin.lemke@respec.com		(941) 667-5409	(941) 296-7984

SCOPE OF WORK: Heritage Landing WUP No. 20012586.007 Water Use Permit Compliance

RESPEC Company, LLC (RESPEC) is pleased to provide Tern Bay Community Development District (Client or CDD) with the following proposal regarding compliance and regulatory requirements for Water Use Permit (WUP) No. 20012586.007 for the Heritage Landing residential development. This initiative will focus on continuous collection and reporting of monthly meter readings, as required by Special Condition Nos. 23 and 24 of the WUP. Additionally, RESPEC will perform quarterly water quality sampling at DID Nos. 6 and 15. Water quality samples will be analyzed for concentration of chloride, sulfate, and Total Dissolved Solids (TDS) on a quarterly basis, and results will be submitted to the SWFWMD per Special Condition No. 25 of the WUP.

This Scope has a duration of one (1) year, from November 2026 through October 2027, and includes monthly meter reading collection and reporting at DID Nos. 1, 2, 3, 4, 5, 6, 10, 13, 14, 15, 16, 17, and 55, and four (4) quarterly sampling events at DID Nos. 6 and 15.

RESPEC Fee Summary Table

Description	Fee	Fee Type	Task Effort
Water Use Reporting	$11,400	Lump Sum	Monthly meter reading collection ($950/month, 12 months)
Water Quality Sampling	$680	Time and Materials	Quarterly water quality sampling and analysis ($110 per event for 1 withdrawal, $170 per event for 2 withdrawals, up to 4 sampling events of 2 withdrawals)
Total	**$12,080**		

Assumptions:

- RESPEC will be provided with access to the project site to perform the proposed work efforts.
- RESPEC will be provided access to any data or data portals necessary for satisfactory compliance with regards to the Special Conditions defined herein.
- RESPEC's fee includes a Lump Sum fee of $11,400 (billed at $950 monthly, for a total of 12 months) for meter reading collection and reporting for DID Nos. 1, 2, 3, 4, 5, 6, 10, 13, 14, 15, 16, 17, and 55.

This Scope of Work has been confidentially prepared for the Client identified and is not intended for distribution and includes intellectual capital and specific knowledge of RESPEC Company, LLC (RESPEC) without compensation. Reproduction in any manner requires the consent of RESPEC.

- RESPEC's fee includes a Time & Materials fee not to exceed a total of $680 for quarterly water quality sampling of DID Nos. 6 and 15. The Time & Materials fee includes up to four (4) sampling events of two (2) withdrawals and associated lab fees. Water quality sampling services will be billed for the cost of each well sampled. Water quality sampling at proposed well DID No. 15 is contingent upon well completion.

Any services not specifically identified within this scope of work will be considered Additional Services. Additional Services may be proposed if the Client seems them necessary and they are agreed upon and approved in advance by the Client and Consultant.

RESPEC Authorized Signer: _____

ACCEPTANCE OF SCOPE AND FEE/CONTRACT

The above price, specifications and conditions are satisfactory and hereby accepted. You are authorized to do work as specified. This scope of work shall be billed as indicated in the provided Fee Summary Table. Payment will be made within 30 days of receipt of invoice.

Client Signature: _____

Date: _____

This Scope of Work has been confidentially prepared for the Client identified and is not intended for distribution and includes intellectual capital and specific knowledge of RESPEC Company, LLC (RESPEC) without compensation. Reproduction in any manner requires the consent of RESPEC.

Attachment B – IVA Environmental Services Proposal (dated October 26, 2026)

IVA
ENVIRONMENTAL SERVICES

October 26, 2026

Attn: Richard Freeman
Calvin, Giordano, & Associates, Inc.

Reference:

HERITAGE LANDING WUP NO. 20012586.007
WATER USE PERMIT COMPLIANCE MONITORING

Thank you for allowing our firm IVA Environmental Services ("IVA", "we", "us"), to propose professional services for the above referenced project (collectively, the "Project"). The following proposal ("Proposal") is an outline of the proposed services and associated fees necessary to complete the Project:

SCOPE OF SERVICE

A. Water Use Reporting – IVA will provide monthly water-use monitoring and reporting services in accordance with SWFWMD Water Use Permit No. 20 012586.007, including the requirements of Special Conditions 23 and 24. Services will include collection and documentation of monthly meter readings from applicable permitted withdrawal locations, compilation and review of water-use data, and submittal of the required monthly water-use information to SWFWMD. Monitoring and reporting will be performed for the withdrawal locations applicable under the permit during the term of this scope.

B. Water Quality Sampling and Analysis – IVA will provide quarterly water-quality sampling and reporting in accordance with SWFWMD Water Use Permit No. 20 012586.007, including the requirements of Special Condition 25. Services will include collection of water-quality samples from applicable permitted withdrawal locations, coordination of laboratory analysis for chloride, sulfate, and Total Dissolved Solids (TDS), review of analytical results, and submittal of required monitoring information to SWFWMD. Samples will be analyzed by a Florida Department of Health-certified laboratory using applicable certified analytical methods.

Fees and pricing assumptions

Description	Fee	Fee Type	Task Effort
Water Use Reporting	$9,600	Lump Sum	Monthly meter-reading collection and reporting. Billed at $800 per month for 12 months.
Water Quality Sampling and Analysis	$600	Time and Materials	Covers four quarterly sampling events for up to **two withdrawal locations per event**, including associated laboratory analysis.
Total	**$10,200**		

22102 Kimble Ave Port Charlotte, FL 33952 (941) 457-6272 www.ivaenvironmental.com

Exclusions / Additional Services
The following services are excluded from this scope and fee unless specifically authorized:

- Installation, replacement, repair, calibration, or maintenance of water meters, wells, pumps, or other water-use infrastructure.
- Well construction, modification, abandonment, or rehabilitation.
- Repairs or corrective actions resulting from deficient or non-operational meters or withdrawal facilities.
- Additional sampling, laboratory analyses, or monitoring beyond the frequency and parameters required by the applicable Water Use Permit.
- Re-sampling or additional laboratory analysis resulting from exceedances, invalid samples, laboratory rejection, agency requests, or conditions outside IVA's control.
- Sampling and laboratory analysis for withdrawal locations beyond the two locations included in the scope will be billed at $75 per additional withdrawal location, per event.
- Water Use Permit modifications, renewals, transfers, or other permitting services are not specifically included in this scope.
- Agency application, review, courier, shipping, or other third-party fees, unless specifically identified as included.
- Services associated with regulatory violations, enforcement actions, notices of noncompliance, or corrective-action requirements.
- Any services not specifically identified in the Scope of Work will be considered Additional Services and will be performed only upon authorization by the Client.

This Proposal and the General Conditions attached hereto represent the entire understanding between you (the "Client") and IVA with respect to the Project and may only be modified in writing signed by both parties. If this Proposal and the General Conditions satisfactorily set forth your understanding of our agreement, please sign the enclosed copy of this proposal electronically.

This Proposal is offered for a period of ninety (90) days from the above date.

OVH Environmental Holdings, LLC
d/b/a IVA Environmental Services

Accepted by:

Print Name	Title
Company	Mailing Address
Phone Number	Email Address
Signature	Date

22102 Kimble Ave Port Charlotte, FL 33952 (941) 457-6272 www.ivaenvironmental.com

GENERAL CONDITIONS

These General Conditions (these "Conditions", and collectively with the Proposal preceding these Conditions and any Change Order, being the "Terms") are entered into by and between the Client identified on the Proposal preceding these Conditions and OVH Environmental Holdings, LLC d/b/a IVA Environmental Services ("IVA"). Any capitalized term not defined herein has the meaning given to it in the Proposal.

1. **Client Obligations**. In order for IVA to perform its proposed services relating to the Project, the Client must provide IVA with the following:

   a. All required permit application documentation and all fees for all government agencies or utilities having jurisdiction over the Project. IVA does not advance any application fees, etc., and expects the Client to furnish these at the time of submittal.

   b. Sufficient documentation verifying the Client has authorization or ownership over the Project to make applications and receive governmental and utility permits, and to bind the property owners and their successors to any permit conditions or requirements.

   c. All necessary provisions and permissions to guarantee IVA's ability to enter upon public and private property of the Project.

   d. All information reasonably requested by IVA to provide the services described in the Proposal.

   e. Prompt written notice to IVA whenever the Client observes, or otherwise becomes aware of, any defect or dissatisfaction with the services provided by IVA.

2. **Payment Terms**. IVA reserves the right to request payment in full prior to the commencement of any work. Alternatively, at its sole discretion, IVA may elect to demand payment upon completion of services, in which case an invoice will be issued, and such invoice shall be due and payable within thirty (30) days from the date of issuance.

   In the event that IVA does not receive payment within thirty (30) days of the invoice date, a finance charge of eighteen percent (18%) per annum shall be assessed from the thirty-first (31st) day. Should any invoice remain unpaid for more than thirty (30) days after issuance, IVA reserves the right to charge the outstanding balance to the credit card on file or any mode of payment used to pay for current or prior work by the client. Any additional work associated with this project or client shall be charged to the same mode of payment.

   Furthermore, IVA reserves the right to suspend any or all services without notice until full payment is made. The Client acknowledges and agrees that IVA shall not be liable for any failure to perform any services or obligations set forth in these Terms during the period in which services are suspended due to the Client's failure to remit timely payment as specified herein.

   IVA is entitled to impose a three percent (3%) fee for any payments processed via credit card.

3. **Refund**. Once a project is scheduled and fieldwork is planned, no refunds will be issued for the related fieldwork fees. The Client remains liable for full payment even if a cancellation request is made. Similarly, no refunds will be issued for permit application services once the

application has been submitted, and the Client is responsible for full payment of these fees. Additionally, if IVA contracts a third-party provider as part of the service, the Client is liable for all associated costs, regardless of any service cancellation or refund.

4. **Expenses**. Out-of-pocket expenses beyond what is typically required including, but not limited to, county aerials or maps, deeds, air travel, blueprints, outside consultants, express mailing or delivery charges, long distance phone calls and mileage will be billed as an extra.

5. **Service Delivery.** The report of all environmental assessments shall be delivered to the Client electronically, either by email or through an online portal, at the discretion of IVA. No reports or documents will be sent by postal mail. In case of services involving environmental mitigation or permitting, the outcome provided to the Client will be an electronic copy of the permit, if one is issued by the relevant regulatory authority. If protected species are relocated as part of the services, IVA will provide the Client with a copy of the after-action reports that have been filed with the relevant agencies as proof of service delivery.

6. **Change Orders**. Any change to the scope of work set forth in the Proposal must be documented in a written change order signed by both parties (a "Change Order"). The Change Order shall specify the changes to the scope of services and any adjustments to the fees.

7. **Termination**. In the event of substantial failure by either IVA or the Client to perform in accordance with the terms contained herein, through no fault of the terminating party, either party shall have the right to terminate the Terms upon three (3) days written notice. In the event of termination, Client agrees to pay IVA for all services rendered and expenses incurred to the date of termination, plus reasonable costs incurred by IVA in terminating this Proposal. Failure to make payment when due shall be considered a substantial failure to perform by the Client and grounds for termination.

8. **IVA's Representations**. IVA represents to the Client that IVA's services shall be performed in accordance with those standards of care, skill and diligence and those practices and procedures which are at this time commonly followed by others performing the same or similar services in the locale where IVA is located.

9. **Warranty Disclaimer.** IVA expressly disclaims any and all warranties, express or implied, regarding the approval of any permits applied for on behalf of the Client by the relevant jurisdictional agency. IVA further disclaims any warranty that the conditions, findings, or observations documented during the environmental assessment will remain consistent or unchanged subsequent to the assessment. Additionally, IVA disclaims responsibility for any conclusions or determinations made by agents of jurisdictional agencies that may differ from those of IVA. Such differences may result in increased costs, adverse permitting conditions, or other outcomes that may not be favorable to the Client.

10. **Client Responsibility and Authority.** The Client represents and warrants that they have full authority to enter into this Agreement on behalf of the entity or in relation to the specific lot/property referenced herein and shall provide documentation or proof of such authority upon request. The Client further warrants that they possess the necessary access rights to the lot/property, and these rights are fully transferrable to IVA, its employees, agents, or assigns, such that IVA and its representatives shall not be liable for any claims of trespassing or destruction of property. The Client also warrants that they have the

authority to apply for permits on the said lot/property. The Client shall promptly notify IVA of any changes to their authority or access rights during the term of this Agreement.

The Client is responsible for ensuring that the lot/property is in a condition that allows IVA to perform its work safely and without undue hindrance, including securing any necessary clearances or permissions from other parties with rights to the lot/property. The Client is also responsible for providing the correct lot/property address and assumes full liability for any and all damages, losses, or legal actions arising from the provision of an incorrect lot/property address. The Client acknowledges that no refunds, cancellations, or other recourse shall be available in the event of errors related to the lot/property address provided by the Client.

In the event that the Client fails to have the proper authority or to provide accurate information, the Client agrees to indemnify and hold IVA harmless against any resulting claims, damages, or liabilities.

11. **Indemnification**. The Client agrees to indemnify, defend, and hold harmless IVA, its officers, directors, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees and costs) arising out of or resulting from (i) the Client's negligent acts or omissions, (ii) the Client's breach of any term or condition of the Terms, or (iii) any third-party claims related to the Project, except to the extent such claims, liabilities, damages, losses, costs, or expenses are caused by IVA's negligence or willful misconduct.

    IVA agrees to indemnify, defend, and hold harmless the Client, its officers, directors, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees and costs) arising out of or resulting from IVA's grossly negligent acts, errors, or omissions in the performance of its services under the Terms, to the extent that such claims, liabilities, damages, losses, costs, or expenses are caused by IVA's gross negligence or willful misconduct

12. **Force Majeure**. Neither party shall be liable for any failure or delay in performance under the Terms (excluding payment obligations) due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, pandemics, governmental restrictions, or natural disasters. The affected party shall notify the other party as soon as practicable of any such event.

13. **Governing Law**. IVA and the Client acknowledge that this Proposal shall be governed by the laws of the State of Florida. In the event of a dispute, Charlotte County, Florida shall be the proper venue for any action brought hereunder. In the event that the Client breaches these Conditions, or if this contract is placed in the hands of an attorney for collection, then IVA shall be entitled to recover from Client all reasonable attorney's fee and costs incurred by reason of Client's breach.

14. **Limitation of Liability**. To the fullest extent permitted by law, and notwithstanding any other provision of the Proposal or these Conditions, the total liability, in the aggregate, of IVA, its officers, directors, employees, agents, and consultants, and any of them, to Client and anyone claiming by, through, or under Client, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the services rendered by IVA under the Proposal or these Conditions from any cause, including but not limited to the negligence, professional errors, or omissions, strict liability, breach of

contract, or warranty (express or implied) of IVA, its officers, directors, employees, agents or consultants or any of them, shall not exceed the compensation actually received by IVA under the Proposal.

15. **Notices**. All notices shall be addressed to the parties at the addresses stated on the first page of the Proposal and shall be considered as delivered when postmarked, if dispatched by certified or registered mail, or when received in all other cases.

16. **Limitation on Damages**. The Client and IVA agree to waive all claims against the other for any consequential damages that may arise out of or relate to this Proposal. The Client agrees to waive all consequential damages including but not limited to the Client's loss of use of the Property, delay damages, any rental expenses incurred, loss of service of employees, finance charges, or loss of reputation. IVA agrees to waive damages including but not limited to, loss of profits not related to this Project, or loss of reputation.

17. **Limitation of Third-Party Beneficiary Rights**. The services to be provided by IVA are being performed solely for the benefit of the Client, and no benefit is meant to be conferred upon any other person or entity, and no such other person or entity should rely upon IVA performance of those services to the Client. No claim against IVA shall accrue to any contractor, subcontractor, consultant, architect, supplier, fabricator, manufacturer, lender, tenant, surety, purchaser, or any other third-party as a result of the performance or non-performance by IVA of services.

18. **Assignment**. Except as provided above, neither party shall assign or transfer any interest in this Proposal without the prior, express, and written consent of the other which may be withheld for any reason.

19. **No Personal Liability**. Nothing in the Proposal or these Conditions shall be construed as creating any personal liability on the part of any officer, agent or employee of IVA, nor shall it be construed as giving any rights or benefits under the Proposal or these Conditions to anyone other than the parties to the Proposal.

20. **No Waiver**. The failure of either party to the Proposal to insist upon the performance of any of the Terms, or the waiver of any breach of any of the Terms, shall not be construed as subsequently waiving any such terms and conditions of the Terms, but the Terms shall continue to remain in full force and effect as if no such forbearance or waiver had occurred.

21. **Payments of Attorneys' Fees and Costs**. If any action is filed in relation to this Proposal, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees and costs including those incurred upon appeal.

22. **Communication Consent.** By engaging IVA Environmental Services, you consent to receive communications via text message or email for project-related purposes. These communications may include updates, requests for additional information, and delivery of reports or other project documents. You also agree that IVA Environmental Services may send you information about its own products and services, as well as those of affiliated third parties. However, IVA Environmental Services will not share your contact information or send promotional messages about unaffiliated third-party services. You may opt-out of receiving non-project-related communications at any time by notifying us in writing.

23. **Privacy Policy.** In addition to the terms and conditions outlined in this proposal, our services are subject to the **Privacy Policy** available on our website at www.ivaenvironmental.com. By engaging with our services, you acknowledge that you have read, understood, and agree to the terms of our Privacy Policy, which governs the collection, use, and protection of your personal information.

24. **Severability**. The invalidity of any portion of this Proposal shall not be deemed to affect the validity of any other provision. If any provision of this Proposal is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

25. **Entire Agreement**. The Proposal and these Conditions shall constitute the entire agreement between the parties and prior understanding or representation of any kind preceding the date of this Proposal shall not be binding upon either party except to the extent incorporated in this Proposal.

26. **Modifications**. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if placed in writing and signed by an authorized representative of each party.

27. **Execution**. The Terms may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically, including by email or other electronic means, shall be deemed to be original signatures for all purposes. The parties agree that this Agreement may be executed and delivered by electronic means, including the use of electronic signatures, and any such electronically transmitted or signed document shall be deemed and treated as an original document.

_____
Client Initial

15. FY 2027 Aquatic Maintenance Proposals – Premier Lakes (Revised Ten-Month Agreements)

PREMIER LAKES

Annual Management Program Agreement

Customer Name: Tern Bay CDD
Property Contact: Richard Freeman
Agreement Effective Date: December 1st, 2026 - September 30th, 2027
Program Description: Annual Lake Maintenance
Premier Lakes Consultant: Alex Kurth
Consultant Phone Number: 239-707-1575

This Agreement, dated **November 6th, 2026**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Tern Bay CDD,** hereinafter known as "Customer."

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

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.

2. **Service Area:** The "Service Area" is described as **42 Lakes, consisting of approximately 85,710 linear feet and 147.97 acres.**

3. **Contract Services:** Premier Lakes will perform **(52) Fifty-Two** inspections per year of the Service Area and provide the following service as necessary.

    a. **Aquatic Weed Control:** Growth of undesired aquatic vegetation will be treated upon identification by applying aquatic herbicides and adjuvants. Most of the time, these treatments will occur immediately upon inspection. However, timing may be adjusted to ensure the best results. All efforts will be made to ensure that unwanted vegetation is controlled before it becomes unsightly.

    b. **Algae Control:** Algae will be controlled by applying algaecides and adjuvants as needed.

    c. **Shoreline Weed:** Any growth of undesirable vegetation will be controlled and maintained utilizing aquatic herbicides, surfactants, and hand pulling where appropriate up to control elevation year-round. Species including Torpedo Grass, Cattails, Primrose Willow, and other species deemed unwanted by the customer will be controlled. The customer understands that when spraying in beneficial littoral plants, minor damage to native vegetation may occur.

d. **Littoral Shelf Control (Quarterly BackPack Crews)**: Any growth of undesirable vegetation will be controlled and maintained utilizing aquatic herbicides, surfactants, and hand pulling where appropriate. Species including Torpedo Grass, Cattails, Primrose Willow, and other species deemed unwanted by the customer will be controlled. The customer understands that when spraying in beneficial littoral plants, minor damage to native vegetation may occur.

e. **Water Quality Analysis:** Dissolved oxygen, pH, and temperature will be included as needed. More detailed water quality testing will be an additional charge based on the agreed-upon parameters. Remediation will be priced separately.

f. **Trash Pickup:** Premier Lakes will provide minor trash and debris pickup when on-site. In some circumstances, for example, in a community where a significant amount of new home construction is ongoing, and the amount of trash and debris is excessive, trash pickup will be an additional service to be added.

g. **Management Reporting:** Service reports detailing the services rendered will be provided following each inspection.

h. **Aquatic Consultation:** Attendance to monthly board meetings when requested.

4. **Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a four (4%) increase in the Annual Agreement Price each year, rounded to the nearest dollar, under the same terms, specifications, and conditions set forth by this Agreement.

5. **Payment Terms:** No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal **Monthly** installments of **$6,294.00** per **Month** commencing as of the first day of the month following the date of commencement of this Agreement. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.

6. **Forms of Payment:** Premier Lakes accepts payment by check, ACH, debit, and credit card.

7. **Credit & Debit Card Fees:** Premier Lakes will charge customers a 3% processing fee for invoices paid by Credit or Debit card.

8. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement. If Premier Lakes commences services under this Agreement, this paragraph will not apply.

9. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services due to any cause beyond its reasonable control.

10. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information, including, but not limited to, billing address, email addresses, and phone numbers, within thirty (30) days of any such changes.

11. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.

12. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.

13. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.

14. **Additional Services:** Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately under a separate agreement between the customer and Premier Lakes.

15. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be

responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its own direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.

16. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

17. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.

10-Month Agreement Amount: $62,940.00

Monthly Agreement Amount: $6,294.00

Invoicing Frequency: Monthly

Accepted and Approved:

Tern Bay CDD

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature:

Name:

Title:

Date:

Please Remit All Payments & Contracts to: 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33544.

PREMIER
LAKES

Annual Management Program Agreement

Customer Name: Tern Bay CDD
Property Contact: Richard Freeman
Agreement Effective Date: December 1st, 2026 - September 30th, 2027
Program Description: Annual Lake Dye Application
Premier Lakes Consultant: Alex Kurth
Consultant Phone Number: 239-707-1575

This Agreement, dated **November 6th, 2026**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Tern Bay CDD,** hereinafter known as "Customer."

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

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.

2. **Service Area:** The "Service Area" is described as **CDD maintained lakes.**

3. **Contract Services:** Premier Lakes will perform **12 twelve** inspections per year of the Service Area and provide the following service as necessary.

    a. **Application of Lake Dye: Addition of a premium lake dye at a rate of one quart per acre per month**

4. **Callbacks:** Premier Lakes, Inc. will provide free callbacks for any contracted services, upon the Client's request, at any time during the term of this agreement. Callbacks apply only to services already covered under this agreement and do not include additional or new work outside the contracted scope. All callbacks will be scheduled and completed within Premier Lakes, Inc.'s normal service availability.

5. **Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a four (4%) increase in the Annual Agreement Price each year, rounded to the nearest dollar, under the same terms, specifications, and conditions set forth by this Agreement.

6. **Payment Terms:** No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal **Monthly** installments of **$2,765.00** per month, commencing on the first day of the month following the date of commencement of this Agreement. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.

7. **Forms of Payment:** Premier Lakes accepts payment by check.

8. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement. If Premier Lakes commences services under this Agreement, this paragraph will not apply.

9. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services due to any cause beyond its reasonable control.

10. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information, including, but not limited to, billing address, email addresses, and phone numbers, within thirty (30) days of any such changes.

11. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.

12. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.

13. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to

beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.

14. **Additional Services:** Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately under a separate agreement between the customer and Premier Lakes.

15. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its own direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.

16. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

17. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.

10-Month Agreement Amount: $27,650.00

Monthly Agreement Amount: $2,765.00

Invoicing Frequency: Monthly

Accepted and Approved:

Tern Bay CDD

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature:

Name:

Title:

Date:

Please Remit All Payments & Contracts to: 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33544.

PREMIER
LAKES

Annual Management Program Agreement

Customer Name: Tern Bay CDD
Property Contact: Richard Freeman
Agreement Effective Date: December 1st, 2026 - September 30th, 2027
Program Description: Annual Kayak Trail Maintenance
Premier Lakes Consultant: Alex Kurth
Consultant Phone Number: 239-707-1575

This Agreement, dated **November 6th, 2026**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Tern Bay CDD,** hereinafter known as "Customer."

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

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.

2. **Service Area:** The "Service Area" is described as **Kayak/Canoe Trail.**

3. **Contract Services:** Premier Lakes will perform **(12) twelve** inspections per year of the Service Area and provide the following service as necessary.

    a. **Spray the middle of the trail using an approved herbicide.**

    b. **Weedeat the sides of the trail.**

    c. **Trim back peppers to the original cut length.**

    d. **Mangroves and Palm trimming are not included in this proposal.**

4. **Callbacks:** Premier Lakes, Inc. will provide free callbacks for any contracted services, upon the Client's request, at any time during the term of this agreement. Callbacks apply only to services already covered under this agreement and do not include additional or new work outside the contracted scope. All callbacks will be scheduled and completed within Premier Lakes, Inc.'s normal service availability.

5. **Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a four (4%) increase

in the Annual Agreement Price each year, rounded to the nearest dollar, under the same terms, specifications, and conditions set forth by this Agreement.

6. **Payment Terms:** No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal **Monthly** installments of **$669.00** per **Month** commencing as of the first day of the month following the date of commencement of this Agreement. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.

7. **Forms of Payment:** Premier Lakes accepts payment by check.

8. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement. If Premier Lakes commences services under this Agreement, this paragraph will not apply.

9. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services due to any cause beyond its reasonable control.

10. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information, including, but not limited to, billing address, email addresses, and phone numbers, within thirty (30) days of any such changes.

11. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.

12. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.

13. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any

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

14. **Additional Services:** Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately under a separate agreement between the customer and Premier Lakes.

15. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its own direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.

16. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

17. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.

10-Month Agreement Amount: $6,690.00

Monthly Agreement Amount: $669.00

Invoicing Frequency: Monthly

Accepted and Approved:

Tern Bay CDD

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature:

Name:

Title:

Date:

Please Remit All Payments & Contracts to: 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33544.

PREMIER
LAKES

Annual Management Program Agreement

Customer Name: Tern Bay CDD
Property Contact: Richard Freeman
Agreement Effective Date: December 1st, 2026 - September 30th, 2027
Program Description: Annual Preserve Maintenance
Premier Lakes Consultant: Alex Kurth
Consultant Phone Number: 239-707-1575

This Agreement, dated **November 6th, 2026**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Tern Bay CDD,** hereinafter known as "Customer."

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

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.

2. **Service Area:** The "Service Area" is described as **preserves consisting of approximately 60 acres. Map attached.**

3. **Contract Services:** Premier Lakes will perform **(12) Twelve** inspections per year of the Service Area and provide the following service as necessary.

    a. **Wetland and Upland Management:** Services include the application of herbicides to control unwanted vegetation. Treatment of all FISC Category 1 & 2 species and native nuisance species. All target species will be killed in place. Due care will be taken to preserve understory native growth. Hand pulling and cutting of material will be performed where appropriate. Initial clean-ups, removals, or disposal will be performed at an additional charge.

    b. **Management Reporting:** Service reports detailing the services rendered will be provided following each inspection.

    c. **Aquatic Consultation:** Attendance to monthly board meetings when requested.

4. **Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a four (4%) increase

in the Annual Agreement Price each year, rounded to the nearest dollar, under the same terms, specifications, and conditions set forth by this Agreement.

5. **Payment Terms:** No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal **Monthly** installments of **$2,380.00** per **Month** commencing as of the first day of the month following the date of commencement of this Agreement. The customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.

6. **Forms of Payment:** Premier Lakes accepts payment by check, ACH, debit, and credit card.

7. **Credit & Debit Card Fees:** Premier Lakes will charge customers a 3% processing fee for invoices paid by Credit or Debit card.

8. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement. If Premier Lakes commences services under this Agreement, this paragraph will not apply.

9. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services due to any cause beyond its reasonable control.

10. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information, including, but not limited to, billing address, email addresses, and phone numbers, within thirty (30) days of any such changes.

11. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.

12. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.

13. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.

14. **Additional Services:** Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately under a separate agreement between the customer and Premier Lakes.

15. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary, given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries, or legal costs to the extent of its own direct negligence or misconduct. No party to this agreement will be liable to the other for incidental, consequential, or purely economic damages.

16. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

17. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.

10-Month Agreement Amount: $23,800.00

Monthly Agreement Amount: $2,380.00

Invoicing Frequency: Monthly

Accepted and Approved:

Tern Bay CDD

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature:

Name:

Title:

Date:

Please Remit All Payments & Contracts to: 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33544.

16. FY 2027 Aquatic Maintenance Proposals – Pond Professional, LLC



POND PROFESSIONAL, LLC

pond & wetland management

4024 Dover Drive East, Bradenton, FL 34203

Heritage Landing CDD: Stormwater Maintenance Proposal

August 18th, 2026

Heritage Landing CDD c/o CGA Solutions, Inc.
1800 Eller Dr, Suite 600
Ft Lauderdale, FL 33316

Attn: Richard Freeman

Pond Professional, LLC proposes to furnish labor, equipment and materials necessary for the furnish labor, equipment and materials necessary for the selective herbicide and algaecide treatments for control of all Class I and II noxious weeds and algae within the thirty-nine (39) stormwater ponds (totaling approx. 91 acres) for Heritage Landing subdivision, located at Heritage Landing blvd. and Burnt Store Rd, Punta Gorda, FL, 33955.

Pond Professional, LLC proposes to maintain said areas for control of all Class I and II noxious weeds, as per the Florida Invasive Species Council (FISC), Lee County and South Florida Water Management District (SFWMD) regulations. All control structures shall be maintained as per the Lee County Environmental Technical Manual Code of Ordinances regarding weed and native plant encroachment. This agreement shall provide for monthly inspections/maintenance events.

A standard industry, aquatic maintenance, contract shall provide for monthly maintenance events of the stormwater ponds for twelve (12) months. **As part of our services we also shall include a complimentary trash clean-up of all ponds per scheduled monthly events and free "call-back" serviced for complete satisfaction.**

A. Monthly emergent, shoreline, open water and subsurface herbicide/algaecide maintenance program; this includes herbicide/algaecide treatment events for control of all Class I and II noxious weeds (per FISC) and algae within all 39 stormwater ponds: **$4,100.00**/ month_____

The total annual cost for stormwater maintenance for all thirty-nine stormwater ponds shall be $49,200.00.

Sincerely,

George Colbath
Owner/Biologist
Pond Professional, LLC

Approved_____ Date_____

(941)447-6030 **PondProsFL.com** **fax:(941)580-3703**



POND PROFESSIONAL, LLC

pond & wetland management

4024 Dover Drive East, Bradenton, FL 34203

Heritage Landing CDD: Pond Dyeing/Canoe Launch maint.

August 18th, 2026

Heritage Landing CDD c/o CGA Solutions, Inc.
1800 Eller Dr, Suite 600
Ft Lauderdale, FL 33316

Attn: Richard Freeman

Pond Professional, LLC proposes to furnish labor, equipment and materials necessary for to dye each stormwater pond (39 total ponds @ approximately. 91 acres) with lake colorant each month as well as perform selective herbicide spray applications of the designated canoe/kayak launch (near the #11 T-box area at pond #6) for Heritage Landing subdivision, located at Heritage Landing blvd. and Burnt Store Rd, Punta Gorda, FL, 33955.

All materials and methods shall be within compliance with Lee County and South Florida Water Management District (SFWMD) regulations.

A standard industry, aquatic maintenance, Agreement shall provide for monthly maintenance events of the stormwater and kayak areas for one (1)year. **As part of our services we also shall include a complimentary trash clean-up of all locations scheduled monthly visit.**

- Monthly lake colorant application to all open water pond areas (a natural blue/black base dye for such applications): **$900.00**_____
- Monthly selective herbicide application of the designated canoe/kayak launch area so as to keep this area open for use (approximately. 25' wide; with some selective weed-eating as needed): Included: **$100.00**_____

The total annual cost for monthly maintenance inspection/treatment events for all dye events and Kayak launch point area shall be $12,000.00 per year.

Sincerely,

George M. Colbath

George Colbath
Owner/Biologist
Pond Professional, LLC

Approved_____ Date_____

(941)447-6030 **PondProsFL.com** **fax:(941)580-3703**



POND PROFESSIONAL, LLC

pond & wetland management

4024 Dover Drive East, Bradenton, FL 34203

Heritage Landing CDD: Preserve Maintenance Proposal

August 18th, 2026

Heritage Landing CDD c/o CGA Solutions, Inc. 1800
Eller Dr, Suite 600 Ft
Lauderdale, FL 33316

Attn: Richard Freeman

Pond Professional, LLC proposes to furnish labor, equipment and materials necessary for the furnish labor, equipment and materials necessary for the selective herbicide treatments for control of all Class I and II noxious weeds within the 30' wetland and conservation easement buffers (approximately. 193.63 acres) for Heritage Landing subdivision, located at Heritage Landing blvd. and Burnt Store Rd, Punta Gorda, FL, 33955.

All materials and methods shall be within compliance with Lee County and South Florida Water Management District (SFWMD) regulations.

A standard industry, wetland maintenance, Agreement shall provide for quarterly maintenance events of the conservation areas for one (1)year. **As part of our services we also shall include a complimentary trash clean-up of all wetland buffer areas per each scheduled quarterly visit.**

- Quarterly selective herbicide, invasive species control program; this includes herbicide treatment events for control of all Class I and II invasive weeds (per FLEPPC) as well as trash clean-up of the 30' wetland/conservation buffers said areas per event: **$5,500.00**/event_____
- Additional Services Billed as requested per hour or 1-time agreement.

The total annual cost for quarterly maintenance inspection/treatment events for all conservation areas shall be $22,000.00 per year.

Sincerely,

George Colbath
Owner/Biologist
Pond Professional, LLC

Approved_____ Date_____

(941)447-6030 PondProsFL.com fax:(941)580-3703

17. ***FY 2027 Aquatic Maintenance Proposal – SOLitude Lake Management (Revised)***

SOLITUDE
LAKE MANAGEMENT

Restoring Balance. Enhancing Beauty





Tern Bay CDD

Tern Bay CDD
Richard Freeman
Rfreeman@cgasolutions.com
14701 Tern Bay Blvd
Punta Gorda, FL 33955

SOLitude Lake Management
Tyler Heverly
Business Development Consultant
(239)- 365 - 6476
tyler.heverly@solitudelake.com

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SŌLITUDE
LAKE MANAGEMENT

WHO WE ARE



We believe clean, beautiful water bodies promote good health, happiness and meaningful experiences.

OUR MISSION

We've made it our mission to restore water quality, maintain functionality, and enhance the beauty of lakes and ponds. That's why our dedicated team provides best-in-class service using the most environmentally responsible methods that are tailored for each client we serve.

OUR EXPERIENCE

- Managing lakes and ponds since 1975
- 41 Service States & 59 Offices
- Degreed scientists and experts
- Safety culture
- Measurable results

Everyone wants a beautiful lake and achieving clean water is hard, which is why SOLitude uses science-backed solutions to take care of algae, weeds, and other water issues so you can avoid the frustrations and have more time to enjoy your water.

As a nationwide environmental firm, SOLitude employs some of the country's most experienced Environmental Scientists and thought leaders, and we maintain strategic relationships with leading industry authorities:



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

Serving Clients Nationwide | 888.480.LAKE | solitudelakemanagement.com




SŌLITUDE
LAKE MANAGEMENT

OUR SERVICES



Algae & Weed Control

Use environmentally-responsible solutions to keep weeds, algae, and toxic cyanobacteria at bay.



Fountains & Aeration

Promote well-circulated, oxygen-rich water with a touch of elegance.



Nutrient Remediation

Incorporate naturally occurring products to support healthy, balanced water.



Water Quality Testing

Proactively monitor and intercept water quality problems before they get out of hand.



Shoreline Erosion Management

Safeguard against erosion with natural vegetative and bioengineering solutions.



Sediment & Muck Removal

Remove muck and detritus to restore depth, prevent flooding, and protect your assets



Invasive Species Control

Swiftly identify and remove non-native plants, fish, mollusks, and wildlife.



Fisheries Management

Apply comprehensive strategies to build the fishery of your dreams.

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SŌLITUDE
LAKE MANAGEMENT

POND LOCATION



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SŌLITUDE
LAKE MANAGEMENT

All packages are customizable should you want to opt in or out of a specific service, or change the length of the contract.

Service	Base Program 5 services	Premium Management 8 services	ProActive Management 10 services
Monitoring/ Visual Inspections	✓	✓	✓
Algae Control	✓	✓	✓
Aquatic Weed Control	✓	✓	✓
Shoreline Weed Control	✓	✓	✓
Trash Removal	✓	✓	✓
Pond Dye		✓	✓
Biological Augmentation		✓	✓
Water Quality Restoration		✓	✓
Water Quality Monitoring			✓
Fountain Maintenance			✓

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SŌLITUDE
LAKE MANAGEMENT

BASE POND MANAGEMENT SERVICES

A SOLitude Aquatic Specialist will visit the site and inspect the 1 Pond one time per month January through December.

Monitoring:

1. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
   - Water levels
   - Water clarity or quality
   - Turbidity
   - Beneficial Aquatic Vegetation
   - Nuisance, Invasive, or Exotic Aquatic Vegetation
   - Algae
   - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
   - Erosion
   - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
   - Forebays and inflowing or outflowing swales, ditches, and stream channels
   - Vegetated buffers
   - Sedimentation
   - Nuisance animal activity
   - Fish habitat
   - Mosquito breeding conditions and habitat
   - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

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BASE POND MANAGEMENT (CONTINUED).

Aquatic Weed Control:

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

Shoreline Weed Control:

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

Algae Control:

1. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Pond Dye:

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

Trash Removal:

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

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




SŌLITUDE
LAKE MANAGEMENT

2026 ANNUAL POND MAINTENANCE PRICE OPTIONS

Service Frequency	Yearly Cost	Monthly Price
Proactive Pond Management	Available upon request.	
Premium Pond Management	Available upon request	
Base Program Pond Management 12 Service Appointments	$105,000.00	$8,750.00
3 Year: Base Program Annual Pond Management 36 Service Appointments	Available upon request	

All packages are customizable should you want to opt in or out of a specific service, or change the length of the contract.

Note: The prices shown above are valid for 30 days from the date of this quotation.

*All prices shown are **all inclusive of all product and labor** associated with the services being offered. We do not** bill for additional products.*

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




SCHEDULE A - Preserve Maintenance

Preserve Maintenance

1. Wetland and Upland Management: Services include the application of herbicides to control unwanted vegetation. Treatment of all FISC Category 1 & 2 species and native nuisance species. All target species will be killed in place. Due care will be taken to preserve understory native growth. Hand pulling and cutting of material will be performed where appropriate. Initial clean-ups, removals, or disposal will be performed at an additional charge.
2. Management Reporting: Service reports detailing the services rendered will be provided following each inspection.
3. Aquatic Consultation: Attendance at monthly board meetings when requested.

Kayak Trail Maintenance

1. Spray the middle of the trail using an approved herbicide.
2. Weedeat the sides of the trail.
3. Trim back peppers to the original cut length.
4. Mangrove and palm trimming are not included in this scope.

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




SŌLITUDE
LAKE MANAGEMENT

FOUNTAIN MAINTENANCE OPTIONS

Service Frequency	Total Cost	Price Per Visit
Preserve Maintenance: 4 Service Appointments/Quarterly	**$28,800.00**	**$7,200.00**
Kayak Trail Maintenance: 12 Service Appointments	**$8,100.00**	**$2,025.00**

All packages are customizable should you want to opt in or out of a specific service, or change the length of the contract.

Note: The prices shown above are valid for 30 days from the date of this quotation.

*All prices shown are **all inclusive of all product and labor** associated with the services being offered. We do not** bill for additional products*

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




SERVICE REPORT & INVOICING

Communication and Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this contract after each visit.
2. Company will schedule service visits with the designated community contact.
3. Company will notify the designated contact at least twenty-four (24) hours prior to service visit.

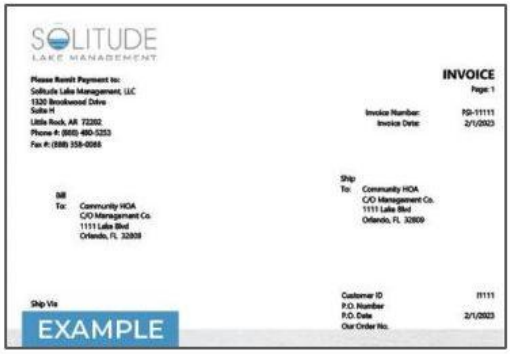
Payment Requirements:

1. SOLitude shall invoice Customer for the services to be provided under this Agreement on the first day of each month when service is due. Payment is due by the end of that same month.
2. Invoices will be sent via email to the billing email address provided by the Customer.
3. SOLitude Lake Management provides a complimentary customer portal for all customers to easily access upcoming service appointments, service history reports, invoices, and more. For further information, please click the following link: https://www.youtube.com/watch?v=PhDsg1AQggs

Service Report Example:



Invoice Example:



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*18. **Aquatic System Photographic Inventory – October 2026***

Tern Bay CDD
Aquatic System
October 2026



Lake 1



Lake 2



Lake 3



Lake 4



Lake 5



Lake 6



Lake 7



Lake 8



Lake 9



Lake 10



Lake 11



Lake 12



Lake 13



Lake 14



Lake 15



Lake 16



Lake 17



Lake 18



Lake 19



Lake 20



Lake 21



Lake 22



Lake 23



Lake 24



Lake 25



Lake 26



Lake 27



Lake 28



Lake 29



Lake 30



Lake 31



Lake 32



Lake 33



Lake 34



Lake 35



Lake 36



Lake 37



Lake 38



Lake 39



Lake 40



Lake 41



Lake 42

