

DW BAYVIEW Community Development District

Board of Supervisors' Workshop

July 18, 2025

District Office: 2700 S. Falkenburg Road, Suite 2745 Riverview, Florida 33578 813.533.2950

www.dwbayviewcdd.org

DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT

District Board of Supervisors Brady Lefere Chairman

Darryl Steiner Vice Chairman
Kat Diggs Assistant Secretary
Ray Aponte Assistant Secretary
Lindsay Holt Assistant Secretary

District Manager Stephanie DeLuna Rizzetta & Company, Inc.

District Attorney Alyssa Willson Kutak Rock

Interim District Engineer Trent Stephenson LevelUp Consulting, LLC

All cellular phones and pagers must be turned off during the meeting.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at 813-533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Riverview, Florida · (813) 533-2950</u> Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

Board of Supervisors DW Bayview Community Development District

July 16, 2025

REVISED WORKSHOP AGENDA

Dear Board Members:

The workshop of the Board of Supervisors of the DW Bayview Community Development District will be held on **Friday**, **July 18**, **2025**, **at 10:00 a.m**. at the Driftwood Clubhouse located at 8810 Barrier Coast Trail, Parrish, FL 34219.

- 1. CALL TO ORDER
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS
- 3. BUSINESS ITEMS
 - A. Discussion of Fiscal Year 2025-2026 Budget.....Tab 1
 - **B.** Discussion of Aquatic Proposals
 - 1. Eco-Logic Proposals.....Tab 2
 - 2. Advanced Aquatics.....Tab 3
 - 3. Sitex Aquatics.....Tab 4
- 4. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 533-2950.

Sincerely,

Stephanie DeLuna District Manager

Stephanie Deluna

Tab 1



DW Bayview Community Development District

www.dwbayviewcdd.org

Approved Proposed Budget for Fiscal Year 2025/2026

Table of Contents

| | <u>Page</u> |
|--|-------------|
| General Fund Budget for Fiscal Year 2025/2026 | 3 |
| Debt Service Fund Budget for Fiscal Year 2025/2026 | 5 |
| Assessments Charts for Fiscal Year 2025/2026 | 6 |
| General Fund Budget Account Category Descriptions | 7 |
| Debt Service Fund Budget Account Category Descriptions | 10 |



Approved Proposed Budget DW Bayview Community Development District

General Fund

Fiscal Year 2025/2026

| | Chart of Accounts Classification | | YTD through 04/30/25 | - | ected Annual als 2024/2025 | | ual Budget for 2024/2025 | | ojected Budget variance for 2024/2025 | Budget for 2025/2026 | (De | get Increase ecrease) vs 024/2025 |
|-----------------|---|----------|-------------------------|----------|-------------------------------|----------|-----------------------------|--------------------|---|--|----------|---|
| 2 | ASSESSMENT REVENUES | | | | | | | | - | | | |
| 3 | AGGEGGMENT NEVENGEG | | | | | | | | | | | |
| 4 | Special Assessments | | | | | | | | | | | |
| 5 | Tax Roll* | \$ | 288,591 | \$ | 288,591 | \$ | 285,883 | \$ | 2,708 | \$ 402,160 | \$ | 116,277 |
| 6 | | | | _ | | | | | | | | |
| 7 | Assessment Revenue Subtotal | \$ | 288,591 | \$ | 288,591 | \$ | 285,883 | \$ | 2,708 | \$ 402,160 | \$ | 116,277 |
| 8 | OTHER REVENUES | | | | | | | | | | | |
| 9 | OTHER REVENUES | | | | | | | | | | | |
| 11 | Contributions & Donations from Private Sources | | | | | | | | | | | |
| 12 | Balance Forward from Prior Year | \$ | - | \$ | - | \$ | - | \$ | - ; | \$ - | \$ | |
| 13 | | | | | | | | | | | | |
| 14 | Other Revenue Subtotal | \$ | - | \$ | • | \$ | - | \$ | - ! | \$ - | \$ | - |
| 15 | | | | | | | | | | | | |
| 16 | TOTAL REVENUES | \$ | 288,591 | \$ | 288,591 | \$ | 285,883 | \$ | 2,708 | \$ 402,160 | \$ | 116,277 |
| 17 | *Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification. | | | | | | | | | | | |
| 19 | EXPENDITURES - ADMINISTRATIVE | | | | | | | | | | | |
| 20 | | | | | | | | | | | | |
| 21 | Legislative | | | | | | | | | | | |
| 22 | Supervisor Fees | \$ | 600 | \$ | 1,029 | \$ | 2,400 | \$ | 1,371 | \$ 12,000 | \$ | 9,600 |
| 23 | Financial & Administrative | | 40.000 | • | 22.242 | | 22.222 | | | . | | |
| 24 | Accounting Services | \$ | , | | 20,919 | | 20,920 | | 1 3 | · | | - |
| 25 26 | Administrative Services Arbitrage Rebate Calculation | \$ \$ | 3,084 | \$ \$ | 5,287 | \$ \$ | 5,286 900 | | 900 | | \$ | - |
| 27 | Assessment Roll | \$ | | φ \$ | 5,736 | \$ | 5,736 | | - 9 | | <u> </u> | |
| 28 | Auditing Services | \$ | | \$ | 5,100 | \$ | 5,100 | | | \$ 5,100 | | _ |
| 29 | Disclosure Report | \$ | | \$ | 8,914 | \$ | 6,000 | | (2,914) | | | - |
| 30 | District Engineer | \$ | - | \$ | - | \$ | 4,000 | \$ | 4,000 | \$ 15,000 | \$ | 11,000 |
| 31 | District Management | \$ | 13,647 | \$ | 23,395 | \$ | 23,395 | | 0 : | <u> </u> | | 1,600 |
| 32 | Dues, Licenses & Fees | \$ | 175 | \$ | 300 | \$ | 175 | | (125) | | | |
| 33 | Financial & Revenue Collections | \$ | 2,434 | \$ | 4,173 | | 4,173 | | 0 3 | , , | | |
| 34 35 | Legal Advertising Miscellaneous Mailings | \$ \$ | 523 | \$ \$ | 897 | \$ \$ | 1,500 750 | | 603 S | | | 250 |
| 36 | Public Officials Liability Insurance | \$ | 2,748 | φ \$ | 2,748 | \$ | 2,924 | Ψ \$ | 176 | | | |
| 37 | Trustees Fees | \$ | 7,000 | \$ | 7,000 | \$ | 8,000 | | 1,000 | | <u> </u> | |
| 38 | Website Hosting, Maintenance, Backup (and Email) | \$ | 2,237 | \$ | 3,835 | \$ | 2,800 | | (1,035) | | | |
| 39 | Legal Counsel | | - | | | | | | | | | |
| 40 | District Counsel | \$ | 15,213 | \$ | 26,079 | \$ | 15,000 | \$ | (11,079) | \$ 28,000 | \$ | 13,000 |
| 41 | | | | | | | | | | | | |
| 42 | Administrative Subtotal | \$ | 75,900 | \$ | 115,411 | \$ | 109,059 | \$ | (6,352) | \$ 144,585 | \$ | 35,526 |
| 43 44 45 | EXPENDITURES - FIELD OPERATIONS | | | | | | | | | | | |
| 46 | Stormwater Control | | | | | | 2 | | ,,,,,, | | | |
| 47 | Aquatic Maintenance | \$ | 56,980 | \$ | 97,680 | \$ | 83,250 | \$ | (14,430) | \$ 130,000 | \$ | 46,750 |
| 48 49 | Other Physical Environment General Liability Insurance | \$ | 3,358 | \$ | 3,358 | \$ | 3,574 | \$ | 216 | \$ 4,575 | Φ. | 1,001 |
| 50 | Landscape Maintenance (Pond Mowing) | \$ | 48,562 | φ \$ | 83,249 | \$ | 75,000 | | (8,249) | | | 15,000 |
| 51 | Parks & Recreation | т | | • | 55,210 | * | . 5,555 | r | (-,) | | T | |
| 52 | Fountain Repairs | \$ | 4,667 | \$ | 8,001 | \$ | 8,000 | \$ | (1) | \$ 11,000 | \$ | 3,000 |
| 53 | Maintenance & Repairs | \$ | 4,083 | \$ | 6,999 | \$ | 7,000 | \$ | 1 : | \$ 7,000 | | - |
| 54 | Miscellaneous | \$ | - | \$ | - | \$ | - | \$ | - ; | \$ 15,000 | \$ | 15,000 |
| 55 56 | Field Operations Subtatal | · · | 447.050 | • | 400.007 | • | 476.004 | • | (22,400) | \$ 057.575 | • | 00.754 |
| 56 57 | Field Operations Subtotal | \$ | 117,650 | \$ | 199,287 | \$ | 176,824 | \$ | (22,463) | \$ 257,575 | Ф | 80,751 |
| 58 59 | TOTAL EXPENDITURES | \$ | 193,550 | \$ | 314,698 | \$ | 285,883 | \$ | (28,815) | \$ 402,160 | \$ | 116,277 |
| 60 | EXCESS OF REVENUES OVER EXPENDITURES | \$ | 95,041 | \$ | (26,107) | \$ | - | \$ | (26,107) | ************************************** | \$ | |
| | | | 7 | | (-,) | | | | (, , , , , | | | |

DW Bayview Community Development District Debt Service

Fiscal Year 2025/2026

| Chart of Accounts Classification | Series 2021 | Series 2022 | Budget for 2025/2026 |
|--------------------------------------|--------------|--------------|----------------------|
| REVENUES | | | |
| Special Assessments | | | |
| Net Special Assessments (1) | \$447,033.07 | \$451,102.16 | \$898,135.23 |
| TOTAL REVENUES | \$447,033.07 | \$451,102.16 | \$898,135.23 |
| EXPENDITURES | | | |
| Administrative | | | |
| Debt Service Obligation | \$447,033.07 | \$451,102.16 | \$898,135.23 |
| Administrative Subtotal | \$447,033.07 | \$451,102.16 | \$898,135.23 |
| TOTAL EXPENDITURES | \$447,033.07 | \$451,102.16 | \$898,135.23 |
| EXCESS OF REVENUES OVER EXPENDITURES | \$0.00 | \$0.00 | \$0.00 |

Manatee County Collection Costs (3%) and Early Payment Discounts (4%):

7.0%

GROSS ASSESSMENTS

\$965,111.73

Notes:

Tax Roll Collection Costs for Manatee County are 7.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service.

DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

 2025/2026 O&M Budget:
 \$402,160.00
 2024/2025 O&M Budget:

 Collection Costs:
 3%
 \$12,972.90
 2025/2026 O&M Budget:

 Early Payment Discounts:
 4%
 \$17,297.20

2025/2026 Total: \$432,430.11 Total Difference: \$116,277.00

\$285,883.00

\$402,160.00

| Lot Size | Assessment Breakdown | Per Unit Annual Ass | essment Breakdown | Proposed Incre | ease / Decrease |
|-------------------|--------------------------|-----------------------|-----------------------|--------------------|-----------------|
| Lot Size | Assessment breakdown | 2024/2025 | 2025/2026 | \$ | % |
| Phase 1 & 2 | | | | | |
| | Series 2021 Debt Service | \$792.38 | \$792.38 | \$0.00 | 0.00% |
| Villa 38' | Operations/Maintenance | \$323.58 | \$455.19 | \$131.61 | 40.67% |
| | Total | \$1,115.96 | \$1,247.57 | \$131.61 | 11.79% |
| | | V 1, 1 1 2 1 2 | + 1, - 11 10 1 | Violisi | |
| Single Family 40' | Series 2021 Debt Service | \$834.08 | \$834.08 | \$0.00 | 0.00% |
| Cingro I anniy 10 | Operations/Maintenance | \$323.58 | \$455.19 | \$131.61 | 40.67% |
| | Total | \$1,157.66 | \$1,289.27 | \$131.61 | 11.37% |
| | Series 2021 Debt Service | \$1,042.60 | \$1,042.60 | \$0.00 | 0.00% |
| Single Family 50' | Operations/Maintenance | \$323.58 | \$455.19 | \$131.61 | 40.67% |
| | · | · | | | |
| | Total | \$1,366.18 | \$1,497.79 | \$131.61 | 9.63% |
| Single Family 64' | Series 2021 Debt Service | \$1,334.53 | \$1,334.53 | \$0.00 | 0.00% |
| | Operations/Maintenance | \$323.58 | \$455.19 | \$131.61 | 40.67% |
| | Total | ¢4 050 44 | ¢4 700 70 | \$424.C4 | 7.040/ |
| | Total | \$1,658.11 | \$1,789.72 | \$131.61 | 7.94% |
| Phase 3 & 4 | | | | | |
| Villa 38' | Series 2022 Debt Service | \$791.21 | \$791.21 | \$0.00 | 0.00% |
| rma oo | Operations/Maintenance | \$323.58 | \$455.19 | \$131.61 | 40.67% |
| | Total | \$1,114.79 | \$1,246.40 | \$131.61 | 11.81% |
| | | 4000.00 | 4000.00 | 40.00 | 0.000/ |
| Single Family 40' | Series 2022 Debt Service | \$832.86 | \$832.86 | \$0.00 | 0.00% |
| | Operations/Maintenance | \$323.58 | \$455.19 | \$131.61 | 40.67% |
| | Total | \$1,156.44 | \$1,288.05 | \$131.61 | 11.38% |
| | Series 2022 Debt Service | \$1,041.07 | \$1,041.07 | \$0.00 | 0.00% |
| Single Family 50' | Operations/Maintenance | \$323.58 | \$455.19 | \$131.61 | 40.67% |
| | | | | | |
| | Total | \$1,364.65 | \$1,496.26 | \$131.61 | 9.64% |
| . | Series 2022 Debt Service | \$1,332.57 | \$1,332.57 | \$0.00 | 0.00% |
| Single Family 64' | Operations/Maintenance | \$323.58 | \$455.19 | \$131.61 | 40.67% |
| | Total | \$1,656.15 | \$1,787.76 | \$131.61 | 7.95% |
| | 1 Otal | ψ1,000.10 | Ψ1,101.10 | Ψ101.01 | 1.55/0 |

DW BAYVIEW COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2025/2026 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

 TOTAL O&M BUDGET
 \$402,160.00

 COLLECTION COSTS @
 3.0%
 \$12,972.90

 EARLY PAYMENT DISCOUNT @
 4.0%
 \$17,297.20

 TOTAL O&M ASSESSMENT
 \$432,430.11

| | UNITS AS | SESSED | |
|-------------------|----------|--|---------------------------------|
| LOT SIZE | O&M | SERIES 2021 DEBT SERVICE ⁽¹⁾ | SERIES 2022 DEBT SERVICE (2) |
| Phase 1 & 2 | | | |
| Villa 38' | 60 | 60 | 0 |
| Single Family 40' | 121 | 121 | 0 |
| Single Family 50' | 207 | 206 | 0 |
| Single Family 64' | 88 | 88 | 0 |
| Phase 3 & 4 | | | |
| Villa 38' | 56 | 0 | 56 |
| Single Family 40' | 114 | 0 | 114 |
| Single Family 50' | 201 | 0 | 201 |
| Single Family 64' | 103 | 0 | 102 |
| Total Community | 950 | 475 | 473 |

| | ALLOCATION OF O&M ASSESSMENT | | | | | |
|------------|------------------------------|------------------|------------------|--|--|--|
| EAU FACTOR | TOTAL EAU's | % TOTAL EAU's | TOTAL O&M BUDGET | | | |
| | | | | | | |
| 1.00 | 60.00 | 6.32% | \$27,311.38 | | | |
| 1.00 | 121.00 | 12.74% | \$55,077.94 | | | |
| 1.00 | 207.00 | 21.79% | \$94,224.24 | | | |
| 1.00 | 88.00 | 9.26% | \$40,056.68 | | | |
| | | | | | | |
| 1.00 | 56.00 | 5.89% | \$25,490.62 | | | |
| 1.00 | 114.00 | 12.00% | \$51,891.61 | | | |
| 1.00 | 201.00 | 21.16% | \$91,493.11 | | | |
| 1.00 | 103.00 | 10.84% | \$46,884.53 | | | |
| | | | | | | |
| | 950.00 | 100.00% | \$432,430.11 | | | |
| | | | | | | |

| | PER LOT ANNUAL ASSESSMENT | | | | |
|----------|--|--|----------------------|--|--|
| O&M | SERIES 2021 DEBT SERVICE ⁽³⁾ | SERIES 2022 DEBT SERVICE ⁽⁴⁾ | TOTAL ⁽⁵⁾ | | |
| | | | | | |
| \$455.19 | \$792.38 | \$0.00 | \$1,247.57 | | |
| \$455.19 | \$834.08 | \$0.00 | \$1,289.27 | | |
| \$455.19 | \$1,042.60 | \$0.00 | \$1,497.79 | | |
| \$455.19 | \$1,334.53 | \$0.00 | \$1,789.72 | | |
| | | | | | |
| \$455.19 | \$0.00 | \$791.21 | \$1,246.40 | | |
| \$455.19 | \$0.00 | \$832.86 | \$1,288.05 | | |
| \$455.19 | \$0.00 | \$1,041.07 | \$1,496.26 | | |
| \$455.19 | \$0.00 | \$1,332.57 | \$1,787.76 | | |
| | | | | | |
| | | | | | |

LESS: Manatee County Collection Costs (3%) and Early Payment Discounts (4%):

(\$30,270.11)

Net Revenue to be Collected

\$402,160.00

⁽¹⁾ Reflects the number of total lots with Series 2021 debt outstanding.

⁽²⁾ Reflects the number of total lots with Series 2022 debt outstanding.

⁽³⁾ Annual debt service assessment per lot adopted in connection with the Series 2021 bond issue. Annual assessment includes principal, interest, Pasco County collection costs and early payment discounts.

⁽⁴⁾ Annual debt service assessment per lot adopted in connection with the Series 2022 bond issue. Annual assessment includes principal, interest, Pasco County collection costs and early payment discounts.

⁽⁵⁾ Annual assessment that will appear on November 2025 Manatee County property tax bill for platted lots. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles, and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for the management and administration of the District's day-to-day needs. These services include the conducting of board meetings, workshops, the overall administration of District functions, all required state, and local filings, preparation of the annual budget, purchasing, risk management, preparing various resolutions, and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on the property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

quatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or ay not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse Rizzetta & Company

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.



EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

<u>DEBT SERVICE FUND BUDGET</u> ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



Tab 2

AGREEMENT FOR ENVIRONMENTAL SERVICES



Proposal Date: July 15, 2025

"Client"

This Agreement is made effective by and between:

| Name: | DW Bayview CDD | Name: | Eco-Logic Services LLC | | | |
|-------------------------|---|-------------------------|--|--|--|--|
| Address: | c/o Rizzetta & Company | Address: | PO Box 18204 | | | |
| | 12750 Citrus Park Lane, Suite 115 | | Sarasota, FL 34276 | | | |
| | Tampa, Florida 33625 | | | | | |
| Phone: | 813-533-2950 | Phone: | (941) 302-1206 | | | |
| Representative: | Ms. Stephanie DeLuna | Representative: | Peter Nabor | | | |
| Email: | SDeLuna@rizzetta.com | Email: | Pete@Eco-Logic-Services.com | | | |
| Project: Del W | 'ebb Bayview | | | | | |
| | on: Manatee County, FL | | | | | |
| | price per attached Scope of Services | | | | | |
| Retainer: No | | | | | | |
| Scope of Service | | | | | | |
| Special Condit This do | ocument is a proprietary product produce | nd by Eco Logic Corvice | as and represents a considerable | | | |
| | | | ansmittal, or reuse of this document, or any | | | |
| | • | | nt of Eco-Logic Services is prohibited under | | | |
| • | y of legal action. | · | | | | |
| | es and fees shall be subject to renegotiati e above. | on if this Agreement i | s not signed and returned within thirty days | | | |
| | greement with the attached Scope of Serv | vices and Terms and C | onditions constitute the complete | | | |
| - | ment between Eco-Logic Services and Clie | | · · · · · · · · · · · · · · · · · · · | | | |
| | | • | | | | |
| | | | | | | |
| | | | | | | |
| Eco-Logic Se | rvices LLC | DW Bayview CD | D | | | |
| Ву: | | By: | | | | |
| Print Name: | | Print Name: | | | | |
| Title: | | Title: | | | | |
| Date: | | Date: | | | | |

"Eco-Logic Services"

DEL WEBB AT BAYVIEW



1.0 Lake Management Services

Eco-Logic Services will perform necessary management services at the 32 stormwater retention ponds, 5 floodplain compensation areas, and 1 sump (all referred to in this proposal as "lakes" which are shaded blue on Figure 1) at the Del Webb at Bayview community. Targets of the treatment efforts include algae (filamentous and planktonic), invasive underwater vegetation (such as hydrilla and naiad), and perimeter growth (grasses and turfweeds growing out from shore). Undesirable growth will be selectively treated with approved herbicides. The goal of this maintenance is to ensure a "clean" look to these aquatic features on the site, as is reasonable and practical. Barring significant tropical storms, the site will be visited by a technician four times per month. A monthly report will be compiled with a photograph and a brief status of each lake on the site.

Included in the fee for lake treatments are up to 24 individual lake treatments for midges for the site per year. Eco-Logic Services will provide and dispense a midge control product into the target lake. When used according to label instructions, the product is not harmful to the environment, people, or pets. The applications target the midge larvae that develop in the lake (not the adult midges). These treatments can be used as the CDD desires to respond to lakes where midges are reported to be problematic for residents. For large lakes, only a portion of the lake may be treated along the residential shoreline where the complaints are coming from. Additional treatments will be subject to additional fees based on the size of the lake (or portion thereof) requiring treatment.

2.0 Maintenance of the Mitigation Area

Eco-Logic Services will perform necessary management services on the mitigation area (Wetland V – shaded red on Figure 1), as required by the permits for the site. These maintenance events will be conducted on a bi-monthly schedule (six events per year) to maintain compliance with the regulatory requirements with respect to nuisance/exotic species coverage.

3.0 Preserve Maintenance

Eco-Logic Services will perform necessary management services on the preserve areas in the Del Webb at Bayview community. Areas maintained include the areas listed below.

- The preserved jurisdictional wetland buffers (shaded light green on Figure 1).
- Upland Preserve Areas (shaded dark green on Figure 1)
 - o The portion of the Upland Conservation Easement in the northwest portion of the site that is the responsibility of the Del Webb community.
 - o The additional upland areas in Phase 4 (along the east portion of the community) that contained desirable vegetative communities and therefore were not cleared as a part of the site construction.

Maintenance in the preserve areas will be performed to meet the Manatee County requirements for the site. Maintenance will be conducted on a quarterly basis (4 events per year).

4.0 Maintenance Specifications

The treatment areas detailed above will be aggressively maintained to enhance growth of beneficial native species (where required or desired) and to preclude growth of invasive species which would affect permit compliance or aesthetics of the treatment areas. This effort will also help to ensure that these areas meet or exceed design

specifications and permit requirements (where applicable). Target species include those species listed in the Florida Exotic Pest Plant Council's 2019 Invasive Plant List. Eco-Logic Services will perform maintenance services using selective applications of appropriate herbicides specifically designed and labeled for such use. All herbicide treatments will be supervised by a state-certified aquatic herbicide applicator. The treated vegetation will be left standing in place to naturally decompose. If directed by the Client, manual cutting and/or removal of treated material may be provided and billed based on an estimated additional fee under the Additional Services task or as an addendum to this Agreement.

5.0 Compliance Monitoring

The Southwest Florida Water Management District (SWFWMD) Permit No. 43029267.018 and SAJ-2020-02592 requires that the mitigation area (Wetland V shaded red on Figure 1) be monitored on a semi-annual schedule (two events per year) with an annual summary report submittal until the permit success criteria are achieved. The Manatee County Land Development Code requires semi-annual monitoring for two years (two events per year), followed by annual monitoring until the success criteria are achieved.

6.0 Additional Services

Additional services requested by the Client will be provided and billed as agreed to in writing (including email) under this task. Significant items will be performed under an addendum to this Agreement. Additional Services may include water testing, manual removal of undesirable material, triploid grass carp permitting and stocking, meetings, coordination or negotiation with the regulatory agencies regarding permit compliance, or other services not specifically detailed in this Scope of Services. Eco-Logic Services is pleased to provide these services, and any fees associated with this task will be incurred only at the request of, or with prior authorization of the Client.

7.0 Cost

Compensation for services rendered pursuant to this Agreement will be paid based on the following:

| 1.0 | Lake Management Services | \$5,250/month |
|------------|---|--|
| | Midge Treatments (up to 24 lake treatments per year). | no additional fee |
| 2.0 | Mitigation Maintenance | 6 events per year at \$750/event |
| 3.0 | Preserve Maintenance | |
| | Wetland Buffers | 4 events per year at \$7,875/event |
| | Upland Areas | 4 events per year at \$2,150/event |
| 5.0 | Compliance Monitoring | 2 semi-annual events per year at \$975/event |
| 6.0 | Additional Services | to be billed as requested |

Invoices will be submitted monthly based on the schedule of services and assumptions provided in this proposal. Additional services will be provided subject to additional compensation, based on verbal or written authorization by the Client. The Client shall pay all invoices within thirty days of receipt. The services specified above will be provided without interruption based upon automatic annual renewals. Eco-Logic Services has the option of increasing the fees up to five percent each calendar year until this Agreement is terminated pursuant to the Terms and Conditions of this Agreement.

8.0 Assumptions of this Proposal

- 8.1 The Client will make provision for Eco-Logic Services to enter the work area as required to perform services under this Agreement.
- 8.2 Upon request or as required to perform the services under this Agreement, the Client will provide all relevant plans and permits.
- 8.3 This proposal was prepared using the best information available to us at the time this Scope was compiled. Additional materials or services will be provided for additional compensation through a written amendment to this Agreement.
- 8.4 This Agreement does not include permit modifications, negotiations with regulatory agencies, or corrective actions for compliance issues.
- 8.5 The monitoring schedules follow standard reporting criteria for the agencies. Any additional information required by an agency will require additional fees. This may include reporting of additional areas, additional reporting criteria (i.e., transect data collection, analysis, and reporting), additional exhibits, or other information beyond what was anticipated in this Agreement.
- 8.6 Native vines (i.e., grapevine), native "weedy plants" (i.e., ragweed and dog fennel), or native upland species will not be targeted in the treatment areas. If control of these plants is desired by the Client or required by an agency, maintenance will be performed for an additional fee via an addendum to this Agreement.
- 8.7 Preserve maintenance is prescribed to maintain compliance with the requirements for invasive species coverage. Habitat management services are not included in this Agreement.
- 8.8 The selective use of copper-based algaecides and standard aquatic herbicides (including glyphosate) will be accepted as an appropriate maintenance methodology within the treatment areas. If these products are restricted, banned or otherwise not allowed to be used on the site, additional fees for alternative products will likely be required.
- 8.9 Cutting and/or removal of dead or undesirable plant material or algae is not included in this Agreement. If any hand removal is desired by the Client, or required by any agency, this service will be provided and billed as additional services as a contract addendum or as a separate Scope of Services.
- 8.10 Although not included in this Agreement, garbage and debris may be picked up by Eco-Logic Services as a courtesy to our Client in conjunction with, and incidental to, our lake management activities. Service requests for trash cleanup will be performed based on an estimated additional fee provided in writing prior to the event.
- 8.11 Invasive underwater weeds (such as hydrilla) in lakes over 2 acres requires treatment with chemicals outside the scope of this Agreement. Treatments of these weeds can be provided upon request based on an estimated additional fee.
- 8.12 Native aquatic plants provide a host of benefits for stormwater ponds including stabilization of the bank to reduce erosion, providing habitat for wildlife, improving water quality, uptake of nutrients, and other factors. Therefore, the natural recruitment of native aquatic vegetation around the lake perimeters will be allowed to exist, unless directed by the Client. If it is later decided by the Client that this vegetation should be removed, manual removal of the material will require additional fees.
- 8.13 Midge treatment in large lakes will be performed around the portion of the lake receiving complaints, not the entire lake perimeter.
- 8.14 There are many factors that may hinder the effectiveness of the midge treatment, including but not limited to the dilution caused by rainfall or lake supplementation via wells, organic matter in the water, pH balance, and other water quality parameters. Because of factors outside of our control, we cannot warrant the level of control achieved. Eco-Logic Services is not responsible for reduced results, or for retreatment of the lake(s) if desired by the Client for any reason. If additional treatment(s) are required or requested by the Client, upon authorization, they will be performed at the same per event fee.
- 8.15 Eco-Logic Services is not responsible for cutting, treating, or removing grasses or other vegetation growing on the banks above the existing waterline, even when water levels decline. It is assumed the lawn maintenance contractor will control the growth in this transition area.
- 8.16 Client will provide access to each pond and a map showing designated access points for launching a boat (when necessary) and access to and around the entirety of each pond with a utility vehicle. Reduced access may result in reduced service or additional fees.

- 8.17 No maintenance or repair of fountains or aerators is included in this proposal.
- 8.18 Algae control in shallow swales and sumps cannot be guaranteed. Eco-Logic Services will control algae in our regular visits but will require additional fees to return to the site to treat algae in these areas.
- 8.19 Fish kills in stormwater ponds occur for a variety of reasons. The primary cause is a phenomenon called lake turnover, but they can also be trigged by fertilizer or pesticide applications to adjacent upland areas. For this reason, Eco-Logic Services is not responsible for cleanup of dead fish. If this service is requested, Eco-Logic Services will collect and dispose of the fish on based on an estimated additional fee.
- 8.20 The fees in this Agreement do not include any sales, value added, or other taxes that may be required by the government. Any such taxes will be added to invoices as required.
- 8.21 All work products under this Agreement may be used in marketing, advertising, resume, and other similar business development materials. Use of such materials shall be in accordance with industry standards and normal business practices.
- 8.22 This proposal is offered as a package and if only a portion of the proposal is selected, Eco-Logic Services reserves the right to adjust the fees for the tasks selected.

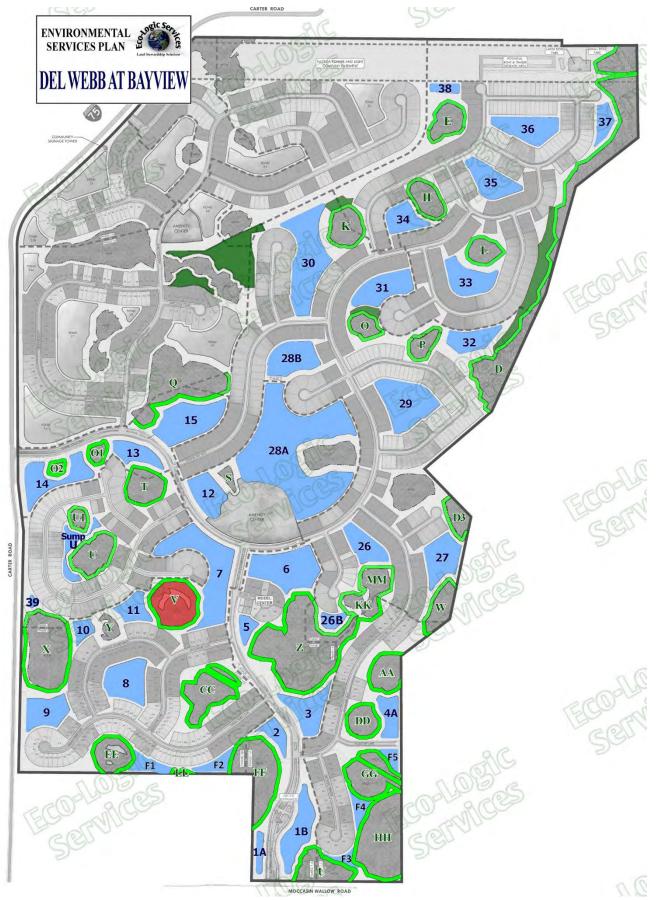


Figure 1. Site map for the Del Webb at Bayview community showing locations of the proposed treatment areas.

TERMS AND CONDITIONS

DESCRIPTION OF SERVICES: Eco-Logic Services will provide the services described in the Scope of Services included in this Agreement to the Client for the stated fee in accordance with these terms and conditions:

PAYMENT: Client agrees to pay Eco-Logic Services according to the Fee Schedule provided in the attached Scope of Services. Invoices shall be submitted monthly for the work performed in the previous month. If any invoice is not paid within 30 days, interest will be added to and payable on all overdue amounts at 1.5% per month (18% per year) or the maximum legal rate of interest allowable. Client shall pay all costs of collection, including without limitation, reasonable attorney fees. If Client disputes any portion of an invoice, the Client must notify Eco-Logic Services in writing of the disputed item within 10 days of the date of the invoice. If any invoice is not paid in full within 60 days of the invoice date, Eco-Logic Services may immediately suspend all or any portion of the services until payment is received in full and Eco-Logic Services has the option to treat such failure to pay as a material breach of this Agreement and/or seek legal remedies.

LIMITATION OF LIABILITY: Neither party will be liable for breach-of-contract damages suffered by the other that are remote or speculative, or that could not reasonably have been foreseen on entry into this agreement. Eco-Logic Services' liability for any breach-of-contract claims under this agreement will not exceed the Compensation received from the Client under this agreement over a six-month period immediately preceding the claim. No claim may be brought against Eco-Logic Services in contract or tort more than one year after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Eco-Logic Services and not against any employees, shareholders, officers or directors of Eco-Logic Services.

TERM: This Agreement will terminate automatically upon completion of the Scope of Services by Eco-Logic Scope of Services. For ongoing services tasks, the portion of the Agreement directly related to that task will continue in effect until terminated by either party upon 30 days written notice to the other party. In the event of any termination, Eco-Logic Services shall be paid for all services rendered and reimbursables incurred through the date of notice of termination plus this 30-day period.

FORCE MAJEURE: If performance of this Agreement or any obligations under this Agreement is prevented, restricted, or interfered with, either temporarily or permanently, by causes beyond either party's reasonable control ("Force Majeure"), then the obligations of this Agreement shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include without limitation acts of nature, severe weather or other catastrophic conditions, orders or acts of military or civil authority, or by state or national emergencies, riots, or wars, or work stoppages, or any other similar event beyond the reasonable control of either party.

DISPUTE RESOLUTION: The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the matter will be submitted to mediation, in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association and will be done within Sarasota County, Florida. The arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.

SEVERABILITY: If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable as if the invalid or unenforceable had never been contained within.

NOTICE: Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at the address set forth in the opening portion of this Agreement.

WAIVER OF CONTRACTUAL RIGHT: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

CONSTRUCTION AND INTERPRETATION: The rule requiring construction or interpretation against the drafter is waived. This document shall be deemed as if it were drafted by both parties in a mutual effort.

ATTOURNEY'S FEES TO PREVAILING PARTY: In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarder reasonable attorney's fees and costs, both in the trial court and appeal.

ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. The Agreement supersedes any prior written or oral agreements between the parties.

Tab 3



Waterway, Fountain, and Wetlands Management Proposals

For

Del Memb

www.AdvancedAquatic.com lakes@advancedaquatic.com



July 8, 2025

Del Webb Bayview c/o Rizzetta & Company, Inc. Ms. Stephanie DeLuna, District Manager 2700 S. Falkenburg Road, Suite 2745 Riverview, FL 33578

Dear Stephanie,

Thank you for the opportunity to submit our proposal for the management of your Stormwater ponds at Del Webb Bayview.

Advanced Aquatic is a Florida based company and has been in the waterway management business for over 30 years. We care for many of the finest golf courses, commercial properties and residential communities in Florida. Most of our Business has come to us by referrals from satisfied customers. When you decide to choose Advanced Aquatic as your service provider, you will be hiring a science based, customer first company that is serious about caring for your ponds.

We are on the cutting edge in our approach to weed control, water quality and littoral maintenance. Advanced Aquatic also offers consulting services to help design and create living shorelines of plants native to Florida. Our entire team at Advanced Aquatic will work diligently to earn your trust and transform your ponds into beautiful assets of which you will be proud. We look forward to working with you.

Sincerely,

Jason Jasczak

Jason Jasczak,

Environmental Consultant



Our Philosophy Regarding Management of Natural Resources & Customer Relationship

The vision and management philosophy of Advanced Aquatic Services, Inc. (AAS) is based on **Responsible Environmental Stewardship**. Our sustainability goal is to use alternative methods of control whenever possible to reduce overall herbicide use in lakes and ponds and provide a balanced ecosystem for our customers.

Advanced Aquatic Services offers environmentally sound management plans to provide solutions for healthy and aesthetically pleasing waterways. AAS is a Future Forward Organization continually seeking contemporary innovations and strategies to enhance a sustainable future that leads to environmental, social, and economic improvements in the communities where we work.

Our science-based strategy to target the source of problematic lake & pond issues is outlined in our innovative environmental management plans—

- Perform strategic water quality analysis on site by AAS Biologists to identify and diagnose any underlying ecological concerns.
- Recommendation of bottom diffused aeration technology to aide in naturally reducing nutrient levels, thereby reducing algal blooms and the frequency and intensity of herbicide applications, all while improving water quality and enhancing fisheries.
- Utilization of beneficial bacteria and enzymes to naturally improve water quality, water clarity and reduce bottom organic sediment (muck).
- Stocking of sterile triploid grass carp to aide in naturally controlling submersed aquatic weeds, thereby lowering the reliance upon aquatic herbicides.
- Use of sequestering agents (i.e., Alum) to lower nutrient levels with the purpose of reducing the severity and recurrence of algal blooms.
- Lake/Pond Shading applications to diminish sunlight penetrating to a lake & pond bottom region. Helps to reduce overall algae and aquatic weed growth.
- Creation of "Living Shorelines" of native aquatic plants to filter surface run-off of excess nutrients such as Nitrogen and Phosphorus. These valuable native plants will also provide wildlife habitats, aide in shoreline erosion control and enhance environmental aesthetics.

Employing state-of-the-art equipment, technology, and techniques allows AAS to provide proactive and sustainable solutions to the most challenging water quality concerns. **Most importantly, our "Customer First"** philosophy to client service and satisfaction is a vital part of the foundation of AAS.

At AAS, customer first is defined as 1- Always carefully *identifying* and *listening* to the goals and expectations of our customers. 2- *Crafting* everything we do with focus upon customers goals and expectations. 3- *Maximizing* communication with all customers so that we can be as proactive as possible with all recommendations. 4- *Responding* to all customer requests/phone calls/emails within 24 hrs.

Simply summarized, AAS places customers first in all our considerations and we treat all people the way we would like to be treated.



REFERENCES

| Bexley CDD - Land O' Lakes | Wesley Elias | 813-994-1001 |
|---------------------------------|------------------|--------------|
| Meadow Pointe IV CDD | Darryl Adams | 813-933-5571 |
| Legends Bay CDD | Jim Turner | 941-807-5333 |
| New River CDD - Wesley Chapel | Mark Vega | 813-295-5455 |
| Riverbend West CDD | Kristee Cole | 813-382-7355 |
| Copperstone CDD - Parrish | Stephanie DeLuna | 813-933-5571 |
| North River Ranch District | Pete Williams | 813-625-4082 |
| Cross Creek CDD - Parrish | Venessa Ripoll | 215-567-6100 |
| Laurel Road CDD - Venice | Vivian Carvalho | 407-723-5900 |
| Heritage Lake - New Port Richey | Ray Geroux | 727-376-0021 |
| Villa Rosa - Tampa | Jeff Witt | 813-936-4132 |
| Lansbrook Master Assoc. | Ed Anderson | 727-943-7076 |
| Feather Sound Country Club | Mike Strube | 727-433-4552 |
| Carillon Park - Clearwater | Al Wegner | 813-415-4423 |
| Brighton Bay - St. Petersburg | Doug Higley | 727-866-3115 |
| Placido Bayou - St. Petersburg | Fran Stifel | 727-525-1147 |

www.AdvancedAquatic.com lakes@advancedaquatic.com 292 S. Military Trail – Deerfield Beach, FL 33442 Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa 1-800-491-9621

WATERWAY CHART

For Del Webb Bayview

Survey date: May 2025

| Ponds | Perimeter | Acreage |
|--------|-----------|---------|
| 1A | 895 | 0.6 |
| 1B | 1,835 | 2.38 |
| F3 | 738 | 0.34 |
| F4 | 839 | 0.6 |
| F5 | 643 | 0.46 |
| 4A | 1,156 | 1.25 |
| 3 | 1,642 | 2.37 |
| 2 | 1,019 | 0.92 |
| F2 | 944 | 0.77 |
| F1 | 1,063 | 0.84 |
| 26 | 1,162 | 1.53 |
| 27 | 1,296 | 1.98 |
| 6 | 1,755 | 3.9 |
| 28A | 5,035 | 14.5 |
| 28B | 1,357 | 2.68 |
| 29 | 1,704 | 4 |
| 32 | 1,224 | 1.68 |
| 33 | 1,447 | 2.38 |
| 31 | 1,527 | 2.72 |
| 30 | 2,611 | 5.49 |
| 34 | 1,137 | 1.63 |
| 35 | 1,276 | 2 |
| 36 | 1,473 | 2.41 |
| 37 | 837 | 0.6 |
| 15 | 1,816 | 4 |
| 13 | 1,219 | 1.46 |
| 12 | 1,121 | 1.65 |
| 7 | 3,158 | 5 |
| 11 | 1,055 | 1.16 |
| 14 | 2,236 | 2.78 |
| Sump U | 2,052 | 1.12 |
| 10 | 815 | 0.66 |
| 9 | 1,358 | 2.24 |
| 8 | 1,407 | 2.78 |
| 5 | 752 | 0.66 |
| 39 | 356 | 0.12 |
| 26B | 546 | 0.12 |
| 38 | 660 | 0.46 |
| Total | 53,166 | 82.24 |

| Wetlands | Acreage |
|----------|---------|
| L | 2.6 |
| Н | 6 |
| GG | 3.91 |
| DD | 2.1 |
| AA | 2.45 |
| W | 3.21 |
| D3 | 1.17 |
| D4 | 3 |
| D5 | 0.96 |
| D | 2.1 |
| 0 | 1.89 |
| D6 | 2 |
| Е | 3.51 |
| Н | 2.34 |
| K | 2.92 |
| FF | 6.11 |
| S | 0.97 |
| Q | 1.53 |
| 01 | 0.85 |
| O2 | 0.62 |
| Т | 2.9 |
| U1 | 0.96 |
| U | 2.94 |
| Υ | 1.22 |
| X EE | 6.73 |
| EE | 2.4 |
| LL | 0.17 |
| CC | 4.45 |
| D6 | 12.4 |
| ZZ/KK/MM | 15 |
| V | 4 |
| Total | 103.41 |



Del Webb Bayview













www.AdvancedAquatic.com lakes@advancedaquatic.com



Del Webb Bayview













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Del Webb Bayview













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FOUNTAIN MAINTENANCE AGREEMENT

Del Webb Bayview c/o Rizzetta & Company, Inc. 2700 S, Falkenburg Road, Suite 2745 Riverview, FL 33544

Quarterly Fountain Maintenance on nine (9) floating fountains to consist of the following:

- 1. Check control panel components and amperage draw of pump and motors, including timers on fountains.
- 2. Clean junction intake screens.
- 3. Clean and adjust water feature jets.
- 4. Clean and check lights.
- 5. Replace any bulbs as needed. ** (Customer pays for bulbs)
- 6. Check for power surges and reset G.F.C.I. breakers.
- 7. Visually check all accessible piping for damage or leaks.
- 8. Quarterly Fountain Quality Assurance Reports with Pictures

** Lights will be changed at time of service only. If light changes are required more frequently, standard labor rates apply.

No parts or special repairs are included in our maintenance agreement. By charging for maintaining, AAS, Inc. does not assume responsibility for parts failure and repair costs. Any parts or repair costs, including replacement of light bulbs or gaskets will be invoiced separately.

This contract will automatically renew every year on the anniversary date for a one-year term, with a four percent (4%) escalation in the annual contract price each year, rounded to the nearest dollar, unless written notice is received by AAS, Inc. through certified mail canceling the service sixty (60) days prior to the anniversary date.

| Quarterly Fountain Maintenance | \$1,752.00 Quarterly Investment Billed monthly at \$584.00/month | | |
|--------------------------------------|--|-------------------|--|
| For: Advanced Aquatic Services, Inc. | Authorized Customer' | s Signature Title | |
| Date: | Print Name: | Date: | |
| | Contract Start Date: | | |

 $\underline{www.AdvancedAquatic.com}$



ENVIRONMENTAL SERVICES AGREEMENT

This agreement made the date set forth below, by and between Advanced Aquatic Services, Inc., a Florida Corporation, hereinafter called "AAS, Inc.", and

Del Webb Bayview c/o Rizzetta & Company, Inc. 2700 S. Falkenburg Road, Suite 2745 Riverview, FL 33578

hereinafter called "CUSTOMER". The parties hereto agree as follows:

- 1) AAS, Inc. agrees to manage thirty (30) wetland buffer areas (outside perimeter, 25'inward) with an approximate total perimeter of 49,000 linear feet, located at the Del Webb Bayview in Parrish, Florida.
- 2) Wetland buffer areas will be inspected monthly with treatments according to the Florida Invasive Species Council list of Category 1 invasive plant species by our full wetland mitigation crew.
- 3) CUSTOMER agrees to pay AAS, Inc., its agents or assigns, the following sum for specified environmental services:

Wetlands:

Wetland Conservation Area Buffer Maintenance \$2,880.00
Wetland Mitigation Area Maintenance Included
Quarterly Wetland Q&A Report Included

Payments shall be payable in equal and consecutive monthly installments of \$2,880.00.

Accepted payment methods are by check mailed to our Deerfield Beach office, Automated Clearing House (ACH), or by credit card (a 5% convenience fee will be added to credit card payments).

This agreement shall have as its effective date the first day of the month in which services are first rendered to the CUSTOMER under this agreement. The length of this contract is valid for one year from that date. This contract will automatically renew every year on the anniversary date for a one-year term, with a four percent (4%) escalation in the annual contract price each year, rounded to the nearest dollar, unless written notice is received by AAS, INC. through certified mail canceling the service sixty (60) days prior to the anniversary date. Service will begin within ten (10) days of receipt of the signed contract. Payment is required net thirty (30) days from invoice date. This agreement is void if not signed within forty-five (45) days.

- 4) This agreement is subject to the terms and conditions contained on pages 1-3 of this agreement.
- 5) If CUSTOMER requires AAS to enroll in any special third-party compliance programs invoicing or payment plans that charge AAS, those charges will be invoiced back to CUSTOMER.



(Del Webb Bayview, 2 of 3)

- 6) It is the CUSTOMER'S responsibility to inform AAS, INC. of any and all work areas that are required mitigation area(s). AAS, INC. assumes no responsibility for damage to mitigation area(s) where the CUSTOMER has failed to inform AAS, INC. of said area(s).
- 7) Under shoreline grass control program AAS, Inc. will treat border grasses and brush. Certain plants such as grasses and cattails leave visible structure which may take several seasons to decompose. AAS, INC. is not responsible for such removal.
- 8) CUSTOMER agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether CUSTOMER has direct legal ownership of the water areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he had control of these areas to the extent that he may authorize the specified services and agrees to hold AAS, INC. harmless for the consequences of such services not arising out of AAS, INC.'s negligence.
- 9) Neither party shall be responsible in damages, penalties or otherwise for any failure to delay in the performance of any of its obligation hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulation, curtailment or failure to obtain sufficient material or other cause (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 10) Sixty (60) day cancellation is allowed under this Agreement if CUSTOMER feels AAS, INC. is not performing up to its contractual obligations. CUSTOMER must notify AAS, INC. by US mail, of said cancellation. All monies must be paid to AAS, INC. that are owed through the last month of service.
- 11) AAS, INC. agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the negligence of AAS, INC., however, AAS, INC. shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.
- 12) Should it become necessary of AAS, INC. to bring action for collection of monies due and owing under the Agreement. CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by AAS, INC. resulting from such collection action. Palm Beach County shall be the venue for any dispute arising under this agreement.
- 13) CUSTOMER agrees to pay invoice promptly. If delinquent more than sixty (60) days AAS, INC. may cancel agreement.
- 14) AAS, INC. reserves the right, under special circumstances, to initiate surcharges relating to extraordinary increases of water treatment products and/or fuel.



(Del Webb Bayview, 3 of 3)

| 15) This constitutes the entire Agreement of the made to this agreement unless authorized in writ | _ _ | ges may be |
|---|---------------------------------|------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| For: Advanced Aquatic Services, Inc. | Authorized Customer's Signature | Title |
| Date: | Print Name: Date | e: |
| | Contract Start Date: | |



ENVIRONMENTAL SERVICES AGREEMENT

This agreement made the date set forth below, by and between Advanced Aquatic Services, Inc., a Florida Corporation, hereinafter called "AAS, Inc.", and

Del Webb Bayview c/o Rizzetta & Company, Inc. 2700 S. Falkenburg Road, Suite 2745 Riverview, FL 33578

hereinafter called "CUSTOMER". The parties hereto agree as follows:

- 1) AAS, Inc. agrees to manage thirty-eight (38) ponds with a total shoreline of approximately 53,166 linear feet located at Del Webb Bayview in Parrish, Florida.
- 2) A minimum of 36 inspections with treatment as required (3 visits per month).
- 3) CUSTOMER agrees to pay AAS, Inc., its agents or assigns, the following sum for specified environmental services:

Pond:

| Aquatic Weed and Algae Control | \$4,204.00 |
|---|------------|
| Shoreline Weed Control | Included |
| Treatment Reports | Included |
| Monthly Quality Assurance Reports with Pictures | Included |
| Monthly CDD Meeting Attendance | Included |
| Perimeter Debris Removal | Included |
| Lake Dye as Needed | Included |
| Total Monthly Investment | \$4,204.00 |

Payments to be made in equal and consecutive monthly installments of \$4,204.00.

Accepted payment methods are by check mailed to our Deerfield Beach office, Automated Clearing House (ACH), or by credit card (a 5% convenience fee will be added to credit card payments).

This agreement shall have as its effective date the first day of the month in which services are first rendered to the CUSTOMER under this agreement. The length of this contract is valid for one year from that date. This contract will automatically renew every year on the anniversary date for a one-year term, with a four percent (4%) escalation in the annual contract price each year, rounded to the nearest dollar, unless written notice is received by AAS, INC. through certified mail canceling the service sixty (60) days prior to the anniversary date. Service will begin within ten (10) days of receipt of the signed contract. Payment is required net thirty (30) days from invoice date. This agreement is void if not signed within forty-five (45) days.

- 4) This agreement is subject to the terms and conditions contained on pages 1-2 of this agreement.
- 5) If CUSTOMER requires AAS to enroll in any special third-party compliance programs invoicing or payment plans that charge AAS, those charges will be invoiced back to CUSTOMER.
- 6) It is the CUSTOMER'S responsibility to inform AAS, INC. of any and all work areas that are required mitigation area(s). AAS, INC. assumes no responsibility for damage to mitigation area(s) where the CUSTOMER has failed to inform AAS, INC. of said area(s).
- 7) Under shoreline grass control program AAS, Inc. will treat border grasses and brush.



(Del Webb Bayview, 2 of 2)

Proposal Date: 6/25/2025

Certain plants such as grasses and cattails leave visible structure which may take several seasons to decompose. AAS, INC. is not responsible for such removal.

- 8) CUSTOMER agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether CUSTOMER has direct legal ownership of the water areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he had control of these areas to the extent that he may authorize the specified services and agrees to hold AAS, INC. harmless for the consequences of such services not arising out of AAS, INC.'s negligence.
- 9) Neither party shall be responsible in damages, penalties or otherwise for any failure to delay in the performance of any of its obligation hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulation, curtailment or failure to obtain sufficient material or other cause (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 10) Sixty (60) day cancellation is allowed under this Agreement if CUSTOMER feels AAS, INC. is not performing up to its contractual obligations. CUSTOMER must notify AAS, INC. by US mail, of said cancellation. All monies must be paid to AAS, INC. that are owed through the last month of service.
- 11) AAS, INC. agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the negligence of AAS, INC., however, AAS, INC. shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.
- 12) Should it become necessary of AAS, INC. to bring action for collection of monies due and owing under the Agreement. CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by AAS, INC. resulting from such collection action. Palm Beach County shall be the venue for any dispute arising under this agreement.
- 13) CUSTOMER agrees to pay invoice promptly. If delinquent more than sixty (60) days AAS, INC. may cancel agreement.
- 14) AAS, INC. reserves the right, under special circumstances, to initiate surcharges relating to extraordinary increases of water treatment products and/or fuel.
- 15) This constitutes the entire Agreement of the parties; no oral or written changes may be made to this agreement unless authorized in writing by both parties.

| For: | Advanced Aquatic Services, | Inc. | Authorized C | Customer's Signat | ure | Title |
|-------|----------------------------|------|--------------|-------------------|-------|-------|
| Date: | | | Print Name: | | Date: | |
| | | | Contract Sta | art Date: | | |

Tab 4



Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called "Sitex" & DW Bayview CDD hereafter called "customer"

| Customer: | DW Bayview CDD |
|-----------|----------------|
|-----------|----------------|

C/O: Rizzetta

Contact: Stephanie DeLuna

Address: 2700 S. Falkenburg Rd Suite 200 Tampa, FL 33578

Email: SDeluna@rizzetta.com

Phone: 813.533.2950

Sitex agrees to provide aquatic management services for a period of 12 months In accordance with the terms and conditions of this agreement in the following sites:

Thirty Nine (37) Ponds (81 Acres) at the DW Bayview community located in Parrish, FL (see attached map)

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

| 1. Shoreline Grass and Brush Control | Included |
|--|----------|
| 2. Underwater, Floating and Algae Treatment | Included |
| 3. Pond dye "as needed" | Included |
| 4. All Services Performed by State Licensed Applicator | Included |
| 5. Treatment Report Issued monthly | Included |
| 6. Use of EPA Regulated Materials Only | Included |
| 7. Storm Structure Vegetation treatments | Included |
| 8. Non-Construction trash removal "see terms" | Included |

Service shall consist of Twenty (24) treatments a year as needed.

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 06/01/25 thru 05/31/26 Agreement will automatically renew as per Term and Conditions:

Monthly Pond service: \$4,648.00

Total Annual Maintenance Cost: \$55,776.00

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

Accepted By Date President, Sitex Aquatics Ilc. Date

Terms & Conditions

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated through an addendum.

The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two present (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.

Additional Services requested be the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.

Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.

Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. • Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (MondayFriday) unless otherwise stipulated.

Sitex shall maintain the following insurance coverage and limits;

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage. • This Agreement shall be governed by the laws of the state of Florida.

"NON-CONSTRUCTION TRASH REMOVAL INCLUDES SMALL ITEMS ONLY I,E, CUPS, PLASTIC BAGS, ETC. ITEMS TOTALING NO MORE THAN A 5 GALLON BUCKET WORTH ARE INCLUDED AFTER CONSTRUCTION IS COMPLETED, IN WATER ONLY"





Aquatic Management Agreement

| This agreeme | ent is between Sitex Aqu | ıatics, LLC. Hereafter cal | led "Sitex" & DW Bayview CDD here | after called "customer" |
|----------------|--|---|---------------------------------------|-----------------------------|
| Customer: | DW Bayview CDD | | | |
| C/O: | Rizzetta | | | |
| Contact: | Stephanie DeLuna | | | |
| Address: | 2700 S. Falkenburg | Rd Suite 200 Tampa, Flo | rida 33578 | |
| Email: | SDeluna@rizzetta.co | om | | |
| Phone: | 813.533.2950 | | | |
| | to provide aquatic mana ment in the following sit | | eriod of 12 months In accordance wi | th the terms and conditions |
| Thirty (30) We | etland buffers (15' swath | n) at the DW Bayview cor | nmunity located in Parrish, FL (see a | ittached map) |
| Customer ag | rees to pay Sitex the fol | lowing amounts during t | he term of this agreement for the sp | ecific service: |
| 1. K.I.P. | (Kill in Place) Category | 1&2 invasive species | Included | |
| | nent Reports per applic | | Included | |
| Customer ag | rees to pay Sitex the fol | tments a year as needed lowing amount during th as per Term and Condition | e term of this agreement which shall | l be 06/01/25 thru 05/31/26 |
| | | | | |
| Quarterly ser | | \$5,360.00 | | |
| Iotal Annual | Maintenance Cost: | \$21,440.00 | | |
| Invoice is du | e and payable within 30 | days. Overdue accounts | may accrue a service charge. | |
| | knowledges that he/she re incorporated in this a | | with the additional terms and condit | ions printed on the reverse |
| | | | | |
| | | | Joseph 1. Craig | 04/30/2025 |
| Accepted By | | Date | President, Sitex Aquatics Ilc. | Date |

Terms & Conditions

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated through an addendum.

The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two present (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

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- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

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