

Enterprise Community Development District

Board of Supervisors

Kimberly Locher, Chairman
Anthony Kasper, Vice Chairman
Gregg Harkness, Assistant Secretary
Henry Thrash, Assistant Secretary

Staff

Angel Montagna, District Manager
Sarah Sandy, District Counsel
Kathy Leo, District Engineer
Gregory Kolb, District Engineer
Russ Simmons, Field Manager

Meeting Agenda

Tuesday, November 5, 2025 – 10:30 a.m.

- 1. Call to Order and Roll Call**
- 2. Pledge of Allegiance**
- 3. Special Business Item**
 - A. Oath of Office.....Page 2
 - B. Consideration of Resolution 2026-01.....Page 3
- 4. Motion to approve the agenda**
- 5. Audience Comments – Three- (3) Minute Time Limit**
- 6. Staff Reports**
 - A. District Manager
 - B. District Counsel
 - C. District Engineer Report
 - i. Gai Consultants October 2025 Report.....Page 4
 - ii. Gai Consultants November 2025 Report.....Page 13
- 7. Business Items**
 - A. Clarke Environmental Mosquito Agreement.....Page 22
 - B. Consideration of ESG Pricing.....Page 36
- 8. Supervisor Requests**
- 9. Adjournment**

The next meeting is scheduled for Wednesday, December 3, 2025, at 10:30 a.m.

Oath of Office

I, _____, a resident of the State of Florida and citizen of the United States of America, and being a Supervisor of the Enterprise Community Development District and a recipient of public funds on behalf of the District, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me in the office of Supervisor of the Enterprise Community Development District, Osceola County, Florida.

Signature

Printed Name: _____

Date

Sworn to (or affirmed) before me this 5th day of November 2025, by _____,
whose signature appears hereinabove.

Seal

Notary Public State of Florida

Print Name

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Enterprise Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

WHEREAS, the Board of Supervisors (“**Board**”), at a regular business meeting held January 8, 2025, desires to appoint the below-recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT:

1. The following persons were appointed to the offices shown, to wit:

Kimberly Locher is appointed Chairman.
Anthony Kasper is appointed Vice-Chairman.
Greg Harkness is appointed Assistant Secretary.
Henry Thrash is appointed Assistant Secretary.
Kristy Coulter is appointed Assistant Secretary.
Angel Montagna is appointed Secretary.
Leah Popelka is appointed Treasurer.
Angel Montagna is appointed Assistant Treasurer.

2. **Conflicts.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.
3. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 5th day of November, 2025.

ATTEST:

**ENTERPRISE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice-Chairman



Enterprise Community Development District

District Engineer Report

Celebration, Florida

October 1, 2025

Prepared by: GAI Consultants, Inc.
Orlando Office
618 E. South Street, Ste 700
Orlando, Florida 32801

Prepared for: Enterprise Community Development District
313 Campus Street
Celebration, Florida 34747



Introduction

GAI Consultants, Inc. (GAI) continues to provide engineering services to the Enterprise Community Development District (ECDD), including construction administration, permitting and compliance, and technical support for the District's infrastructure. This report summarizes activities carried out between August 1 and September 24, 2025, with a focus on general administration, regulatory coordination, and the operation and maintenance of water and wastewater systems. The report also covers updates on specific projects authorized by ECDD; including, the ongoing Construction Engineering and Inspection (CEI) services supporting the Celebration Island Village (CIV) infrastructure development for the utilities construction, testing, and startup operations; construction completion inspections and documentation; final permitting; and certification acquisitions.

Continuing Professional Services

General Administration Services

GAI continues to provide general engineering support to the Enterprise Community Development District (ECDD) including: the preparation of technical documentation for Board agenda items; attendance at Board meetings; review and monitoring of District projects; and coordination with the Board, District Manager, and District Counsel on relevant matters.

Permit Review Services

GAI provided permit review support services for third-party development projects located within or in proximity to the Enterprise Community Development District's (ECDD) service area encompassing the following: plan review and markups; utilities coordination; meeting participation; schedule evaluations; permitting assistance; FDEP clearance package review; and responses to utility maps and data requests.

Celebration Island Village (CIV) – Mattamy Homes

GAI represented ECDD as the utility owner for completion and closeout activities for the CIV Phase 2A and 2B infrastructure, including developing and verifying completion of punch lists, preliminary and final site walkthroughs, and the documentation of final testing activities.

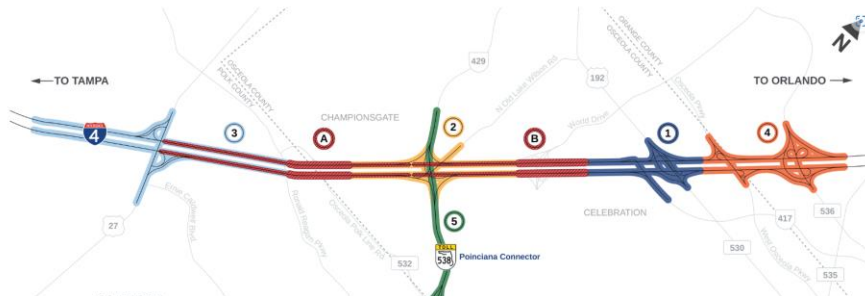
FDOT Moving I-4 Forward (MI4)

GAI continued serving in the Utility Agency/Owner (UAO) role representing ECDD in all utility coordination efforts associated with the FDOT Moving I-4 Forward Program, which consists of numerous projects, segments, and phases involving capacity improvements for I-4. For reference, see the following link:

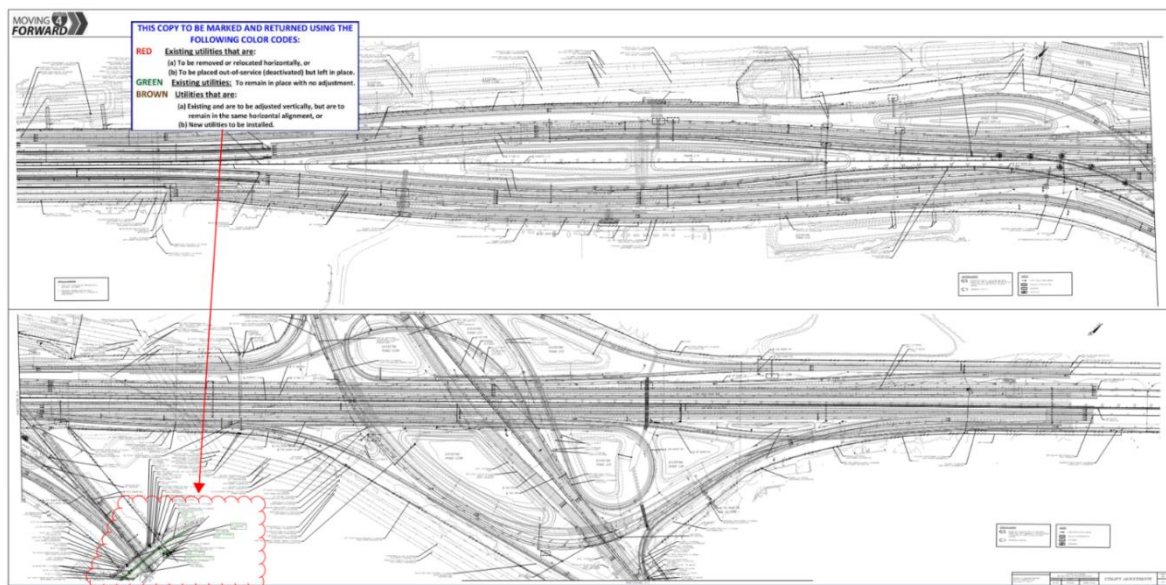
<https://movingi4forward.com/>

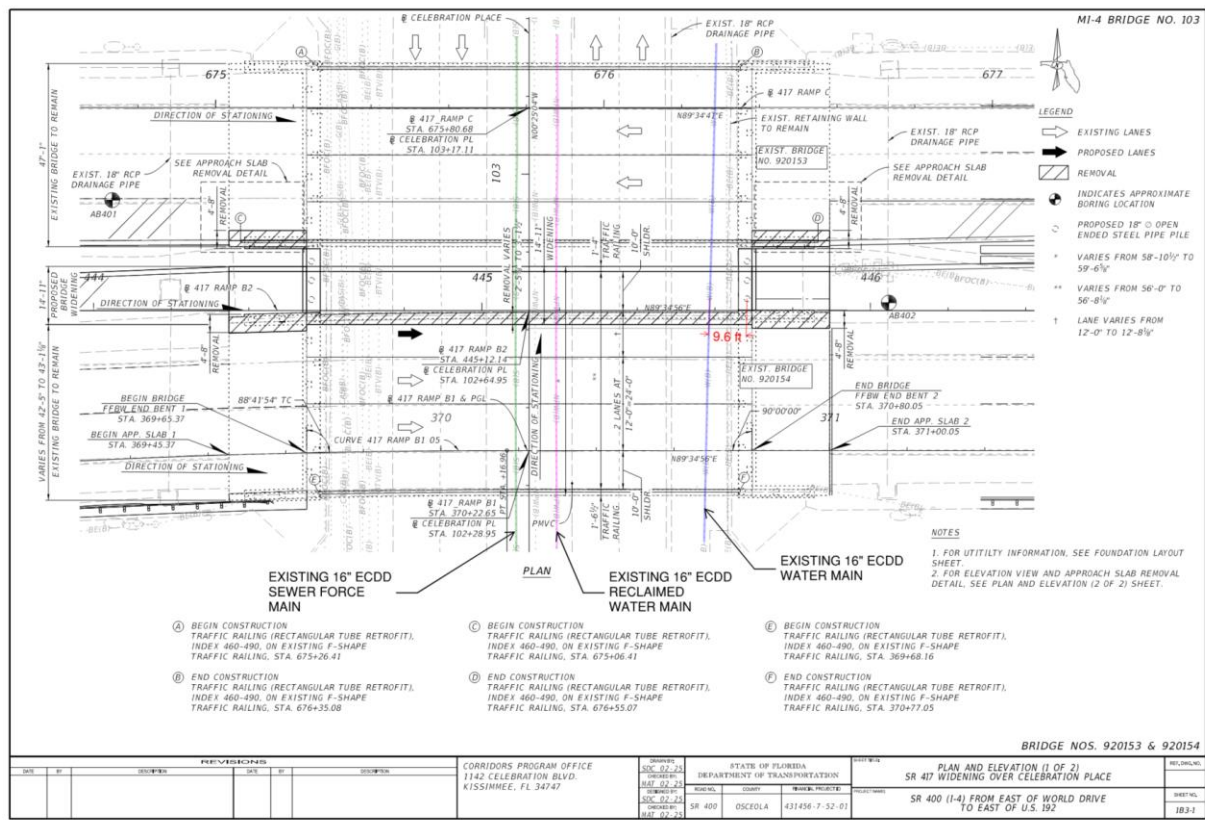
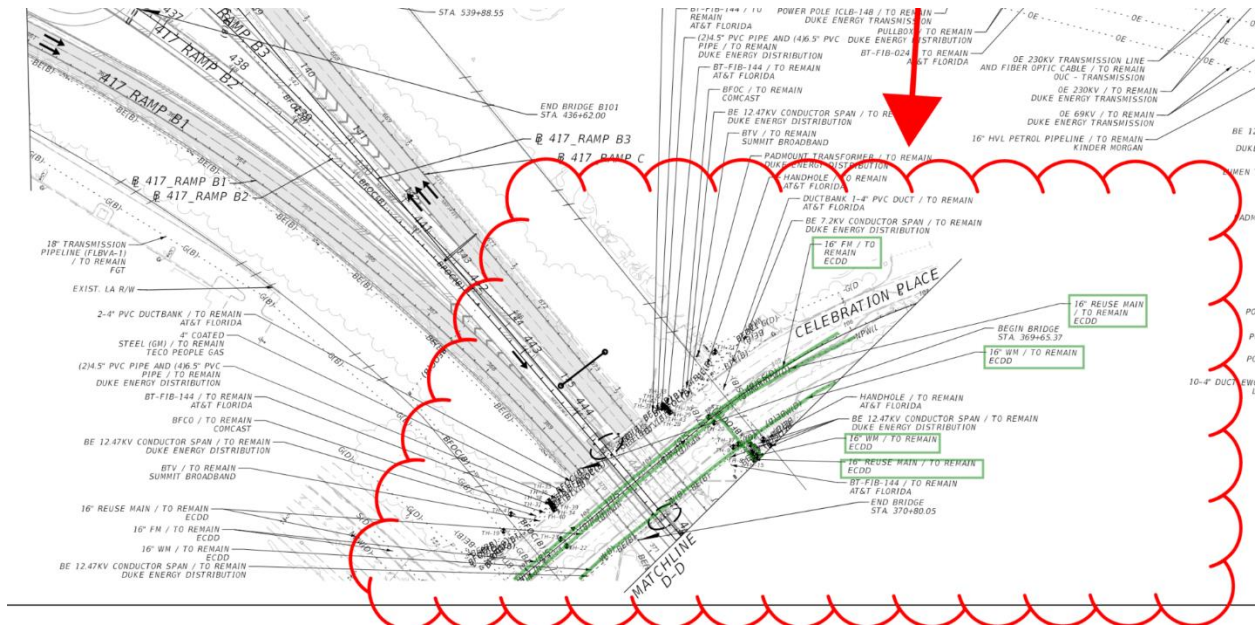

[HOME](#) [PROJECTS](#) [INDUSTRY](#) [TEAM](#) [NEWS](#) [X](#) [Y](#) [FDOT](#)

EN ^

[Project Overview](#) [Accelerated Start](#) [Project 1](#) [Project 2](#) [Project 3](#) [Project 4](#) [Project 5](#)


- GAI is continuing active coordination with FDOT regarding the planned SR-417 overpass work along Celebration Place involving a bridge expansion and the associated pile driving operations in the proximity of existing ECDD 16-inch water, 16-inch reclaimed water, and 16-inch force main pipelines.
- In accordance with the ECDD Board approval, GAI engaged Ardaman and Associates, Inc. (Ardaman) to evaluate the vibration impact from the planned pile-driving operations. Ardaman has prepared a preliminary report and has stated that ECDD does not necessarily have to restrain the existing pipelines provided the soil impact velocities from the pile-driving operations are closely monitored and the work is stopped immediately if the velocities exceed the maximum allowable limits.
- GAI will discuss the report with FDOT and has requested a schedule for the pile driving operations. Once the duration is known, GAI will request a proposal from Ardaman for the monitoring.





Additional Development Projects

Heritage Hospitality Hotel at 1190 Celebration Boulevard

GAI reviewed the Hotel utility services request and issued a guidance letter to ECDD on September 15th.

FDOT SR 530 (US 192) Roadway Safety Improvements at the Intersection of US 192 and Celebration Ave.

GAI reviewed the construction plans and provided utility markups along with a clearance response to ensure protection of the existing ECDD facilities during construction.

FDOT PS-22 Celebration Boulevard Roadway Improvements

GAI reviewed the construction plans and provided utility markups along with a clearance response to ensure protection of the existing ECDD facilities during construction.

Water and Sewer Services

GAI continues to provide engineering support for water and wastewater systems within the District for several on-going and planned projects; including, development of plans and specifications for bid, site visits to verify field conditions and the status of active infrastructure work, verification of utility system testing, and documenting compliance with required operational permit requirements.

Lift Station Generators

GAI is preparing a scope of work and bid documents for the addition of generators to the lift stations; including, sizing, configuration, connections to existing electrical panels, and preliminary layouts for each site.

Celebration Blvd Force Main and Reclaimed Water Main Extension

12" Force Main Extension

- Survey, plan and profile drawings are complete.
- Osceola County permit obtained (pending contractor license number).
- FDEP permit obtained.
- Specifications and bid document development is ongoing.
- Bidding scheduled Q4 2025.
- 6-month construction duration anticipated.

6" Reclaimed Water Southern Loop Pipeline

- Design development drawings are complete.
- Easement acquisition and RCID (now CFTOD) permitting is ongoing.

Construction Engineering and Inspection (CEI) Services

CIV Phase 2A Infrastructure

- All utility inspections are complete.
- Final walkthrough and punch list items complete.
- Continuing remaining closeout permitting activities with SDC, Inframark, and McIntosh

CIV Phase 2B Infrastructure

- Punch list items complete.
- Continuing remaining closeout permitting activities with SDC, Inframark, and McIntosh

CIV Phase 3 and Phase 4 Infrastructure Construction

- Phase 3 development is anticipated to begin in Q4 2025 or Q1 2026, pending final scheduling by the developer.
- Permitting for Phase 4 is ongoing by Mattamy, with GAI focusing on utility continuity and regulatory compliance.

Upcoming Activities/ Items Requiring Approval

- Review of developer and contractor utilities services requests and activities to ensure there is no utilities impact.
- Awaiting confirmation of the start date for CIV Phase 3 construction. Site development is anticipated to begin Q4 2025 or Q1 2026, pending final scheduling by the developer.
- Ongoing design review of Phase 4 CIV development
- 12" Celebration Blvd Force Main bid package
- Lift Station bid package
- Considering subconsultant services for monitoring the impact to existing pipelines at Celebration Place during the SR-417 Bridge Widening construction that is associated with the FDOT Moving I-4 Forward project.

Personnel

Principal In Charge: Kathy Leo, PE

Project Manager/District Engineer: Greg Kolb, PE

Construction Administrator and Field Representative: Ramon Estocapio, EI

Senior Professional Engineer: Charles Doud, PE

FDOT Moving I-4/ SR-417 Bridge Area - Project Photos

**SR-417/Central Florida
Greenway bridge above**



**Underground 16-inch diameter
water main is 7.5 feet away from
proposed piling activity at the
MCE wall**



Progress Photos

GAI, Inframark, and SDC personnel conducting continuity testing for CIVP2B and verifying tracer wire connectivity on all water and reuse valves in the system.



GAI identified a disconnected tracer wire on the water main during continuity testing.



SDC promptly repaired and reconnected the tracer wire from the main line, routing it up into the water valve box.



Locator device used during continuity testing





gai consultants

gaiconsultants.com | transforming ideas into reality®

Enterprise Community Development District

District Engineer Report

Celebration, Florida

November 5, 2025

Prepared by: GAI Consultants, Inc.
Orlando Office
618 E. South Street, Ste 700
Orlando, Florida 32801

Prepared for: Enterprise Community Development District
313 Campus Street
Celebration, Florida 34747



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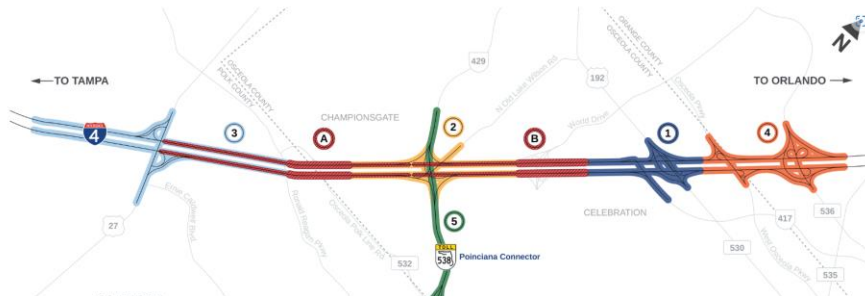
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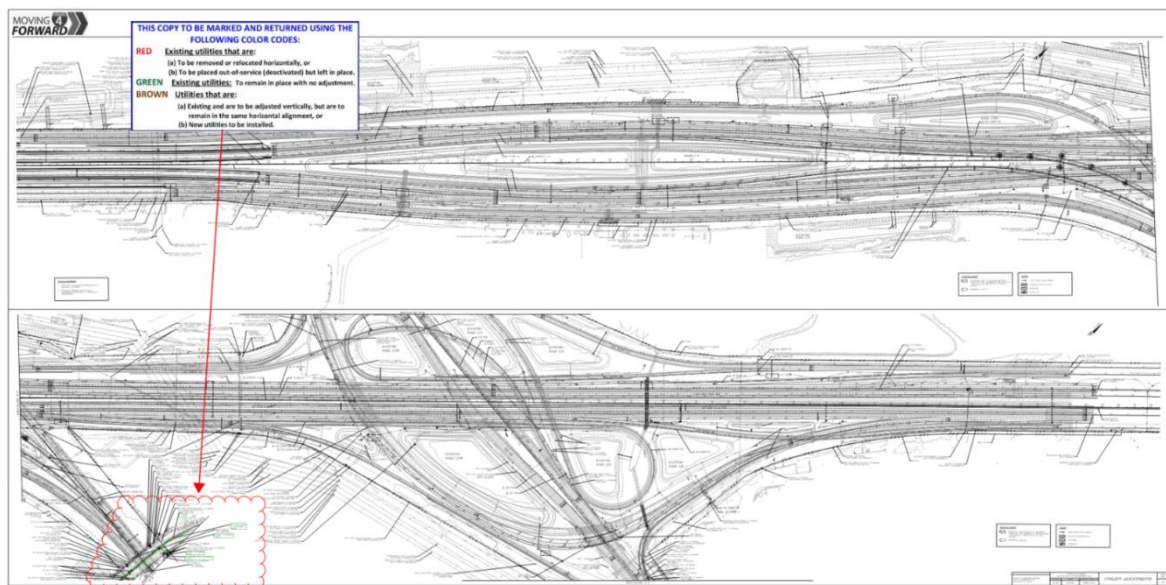
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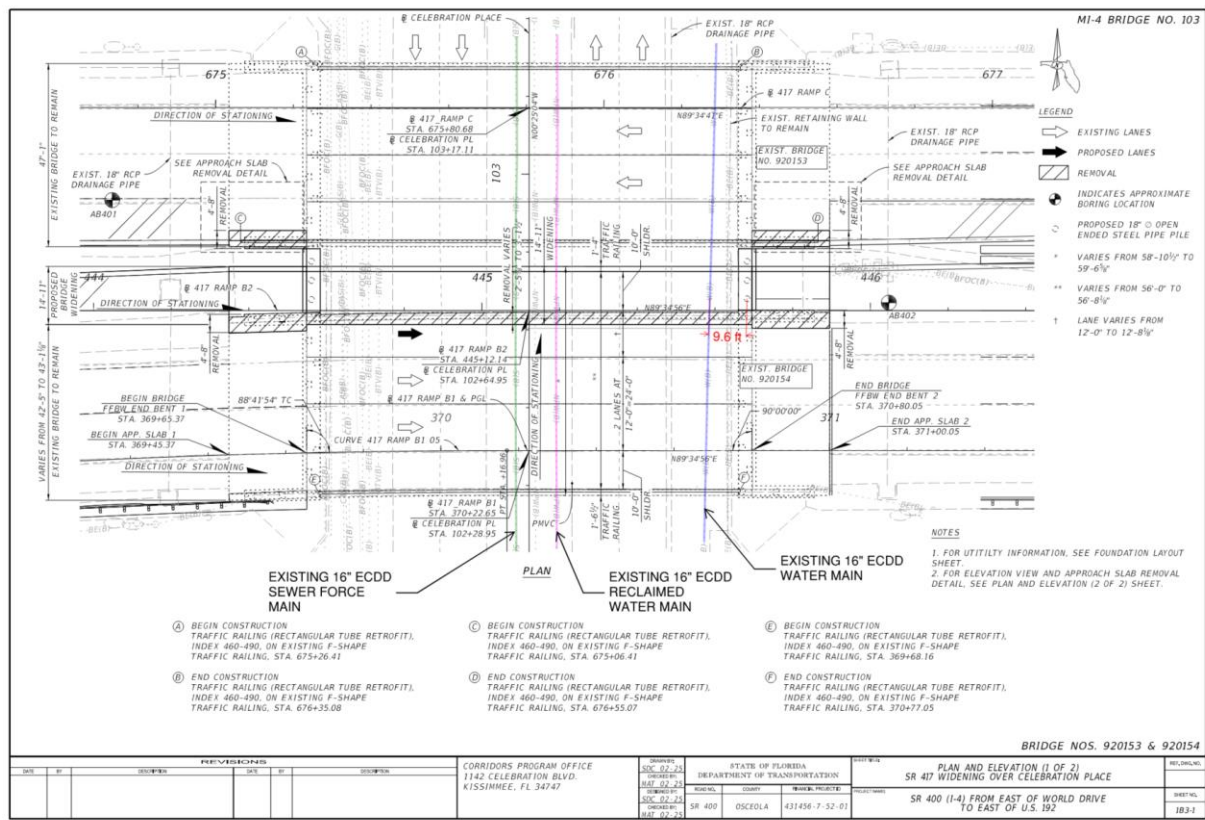
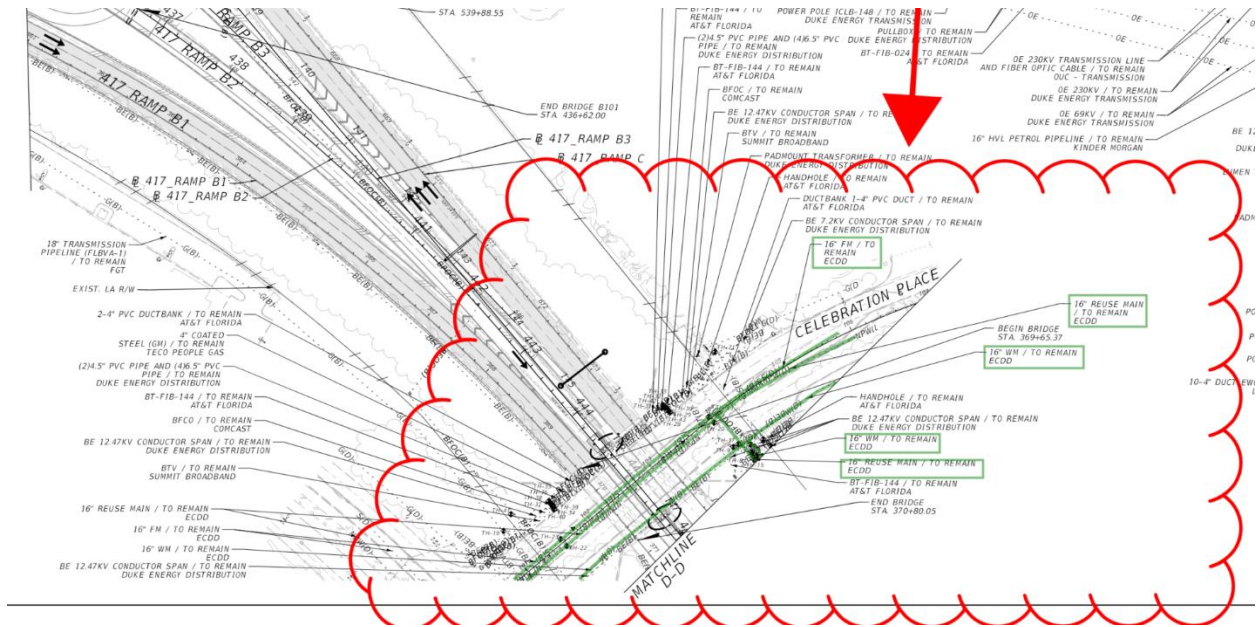

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Construction Administrator and Field Representative: Ramon Estocapio, EI

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FDOT Moving I-4/ SR-417 Bridge Area - Project Photos

**SR-417/Central Florida
Greenway bridge above**



**Underground 16-inch diameter
water main is 7.5 feet away from
proposed piling activity at the
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Locator device used during continuity testing





Clarke Environmental Mosquito Management, Inc.
2025-27 Mosquito Service Agreement | Enterprise Community
Development District 313 Campus Street, Celebration, FL

Part I. General Service

- A. Computer System and Record Keeping Database
- B. Public Relations and Educational Brochures
- C. Mosquito Hotline Citizen Response – (800) 443-2034
- D. Comprehensive Insurance Coverage – Enterprise Community Development District
- E. Program Consulting and Quality Control Staff
- F. Regulatory compliance on local, state, and federal levels

Part II. Adult Control

- A. Adulticiding in harborage areas:
 - 1. Truck Ultra Low Volume (ULV) treatments as needed of up to 5.1 miles of streets with AquaAnvil, AquaHalt, and Merus 3.0, not to exceed 350 miles in a calendar year.
 - 2. Treatments will be ongoing throughout the year based on surveillance data and environmental factors.
- B. Adulticiding Operational Procedures
 - 1. Notification of community contact.
 - 2. Weather limit monitoring and compliance.
 - 3. ULV particle size evaluation.
 - 4. Insecticide dosage and quality control analysis.

2025-27 EMM Payment Total Cost for Parts I, II \$18,700.92*

*This proposal assumes a 3% increase each year to cover increases in costs of resources to complete these services.

****NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.



Clarke Environmental Mosquito Management, Inc.
2025-27 Mosquito Service Agreement | Enterprise Community
Development District 313 Campus Street, Celebration, FL

Program Payment Plan. For Parts I and II as specified in the 2025-26 Service Agreement, the total for the program is \$18,156.00 and 2026-27 \$19,261.95. The payments will be due according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed.

PROGRAM PAYMENT PLAN

Month	2025-2026	2026-2027
1 November	\$1,558.41	\$1,605.16
1 December	\$1,558.41	\$1,605.16
1 January	\$1,558.41	\$1,605.16
1 February	\$1,558.41	\$1,605.16
1 March	\$1,558.41	\$1,605.16
1 April	\$1,558.41	\$1,605.16
1 May	\$1,558.41	\$1,605.16
1 June	\$1,558.41	\$1,605.16
1 July	\$1,558.41	\$1,605.16
1 August	\$1,558.41	\$1,605.16
1 September	\$1,558.41	\$1,605.16
1 October	\$1,558.41	\$1,605.19
TOTAL	\$18,700.92	\$19,261.95

If you would like to pay by credit card please provide the information to your control consultant.

For Enterprise Community Development District:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name: _____ Title: Control Consultant Date: _____
Cherrief Jackson



Clarke Environmental Mosquito Management, Inc.
2025-27 Mosquito Service Agreement | Enterprise Community
Development District 313 Campus Street, Celebration, FL

Client Authorization

Administrative Information:

Invoices should be sent to:

Name: _____

Address: _____

City: _____ State: _____ Zip _____

Office Phone: _____ Fax: _____ P.O.# _____

Email: _____ County: _____

****In an effort to be more sustainable, we ask that you provide us with an
Email address that the invoices should be sent to.****

Treatment Address (if different from above):

Address: _____

City: _____ State: _____ Zip _____

County: _____

Contact Person for Enterprise Community Development District:

Name: _____ Title: _____

Office Phone: _____ Fax: _____ E-Mail: _____

Home Phone: _____ Cell: _____ Pager: _____

Alternate Contact Person for Enterprise Community Development District:

Name: _____ Title: _____

Office Phone: _____ Fax: _____ E-Mail: _____

Home Phone: _____ Cell: _____ Pager: _____

Please sign and return a copy of the complete contract for our files to:

Clarke Environmental Mosquito Management, Inc., Attn: Crystal Challacombe
3036 Michigan Avenue, Kissimmee, FL 34744; Fax number 407-944-0709

**SECOND AMENDMENT TO THE CLARKE MOSQUITO SERVICES AGREEMENT
BY AND BETWEEN ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT AND
CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.**

THIS SECOND AMENDMENT (“Second Amendment”) is made and entered into this 5th day of November, 2021, by and between:

Enterprise Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 313 Campus Street, Celebration, Florida 34747 (the “**District**”); and

Clarke Environmental Mosquito Management, Inc., an Illinois corporation, with a mailing address 3036 Michigan Ave, Kissimmee, Florida 34744 (“**Contractor**,” and together with the District, “**Parties**”).

RECITALS

WHEREAS, the District is a special purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District previously entered into that certain *Clarke Mosquito Services Agreement* with the Contractor on November 12, 2018 (“**Agreement**”); and

WHEREAS, the District and Contractor previously entered into that certain *First Amendment to the Clarke Mosquito Services Agreement*, dated November 1, 2020, extending the term of the Agreement (“**First Amendment**”); and

WHEREAS, Parties now desire to enter into this Second Amendment to the Agreement to provide for an additional one (1) year term and to incorporate a provision for E-Verification; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power, and authority to enter into and be bound by this Second Amendment.

NOW THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Second Amendment.

SECTION 2. Pursuant to Section 17 of the Agreement, the Parties hereby renew the Agreement for an additional one (1) year term, beginning November 12, 2021, and ending November 11, 2022.

SECTION 3. ADDITIONAL PROVISION. The following provision shall be incorporated in the Agreement and made a material part thereof:

E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 4. Except as specifically amended above, the Agreement and First Amendment shall remain in full force and effect, unaltered by this Second Amendment.

IN WITNESS WHEREOF, the parties execute this Second Amendment the day and year first written above.

ATTEST:

**ENTERPRISE COMMUNITY
DEVELOPMENT DISTRICT**

Angel Montagna
Secretary/Assistant Secretary

Jason D. Henick
Chairperson, Board of Supervisors

**CLARKE ENVIRONMENTAL MOSQUITO
MANAGEMENT, INC., an Illinois corporation**

By: _____

By: Cherish Jackson
Its: Control Consultant

**FIRST AMENDMENT TO THE CLARKE MOSQUITO SERVICES AGREEMENT BY
AND BETWEEN ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT AND
CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.**

THIS FIRST AMENDMENT ("First Amendment") is made and entered into this 1st day of November, 2020, by and between:

Enterprise Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 313 Campus Street, Celebration, Florida 34747 (the "District"); and

Clarke Environmental Mosquito Management, Inc., an Illinois corporation, with a mailing address 3036 Michigan Ave, Kissimmee, FL 34744 ("Contractor," and together with the District, "Parties").

RECITALS

WHEREAS, the District is a special purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District previously entered into that certain *Clarke Mosquito Services Agreement* with the Contractor on November 12, 2018 ("Agreement");

WHEREAS, Parties now desire to enter into this First Amendment to the Agreement to provide for an additional one (1) year term ("First Amendment"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power, and authority to enter into and be bound by this First Amendment.

NOW THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this First Amendment.

SECTION 2. The Parties hereby agree the Contractor under the Agreement was, due to a scrivner's error, identified as Clarke Environmental Mosquito Control, Inc., and is hereby corrected and replaced in the Agreement to Clarke Environmental Mosquito Management, Inc., which correction shall be effective as of the effective date of the Agreement.

SECTION 3. Pursuant to Section 17 of the Agreement, the Parties hereby renew the Agreement for an additional one (1) year term, beginning November 12, 2020, and ending November 11, 2021.

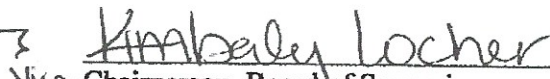
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IN WITNESS WHEREOF, the parties execute this First Amendment the day and year first written above.

ATTEST:

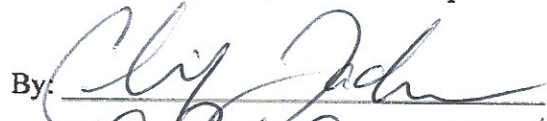
**ENTERPRISE COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Vice Chairperson, Board of Supervisors

**CLARKE ENVIRONMENTAL MOSQUITO
MANAGEMENT, INC., an Illinois corporation**

By: _____

By: 
Its: Control Consultant

CLARKE MOSQUITO SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective as of the 12 day of November, 2018, between **ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as "Owner"), whose mailing address is, 313 Campus Street, Celebration, Florida 34747, and **CLARKE MOSQUITO CONTROL** (hereinafter referred to as "Contractor"), whose mailing address is 3036 Michigan Avenue, Kissimmee, Florida 34744 ("Contractor").

RECITALS

In consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS.

a. Agreement. The Agreement consists of this Street Sweeping Services Agreement, the Scope of Services, the form of General Release, the Work Authorization form, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 8.

b. Services. The term Services as used in this Agreement shall be construed to include all Services set forth in Exhibit A, all obligations of Contractor under this Agreement, including any addenda or special conditions, and where any Work Authorizations have been issued pursuant to Article 8 of this Agreement, the changed services set forth therein.

2. SCOPE OF SERVICES.

a. A description of the nature, scope and schedule of services to be performed by Contractor under this Agreement shall be as follows: The services as generally indicated by the documents identified in Exhibit A (attached hereto and incorporated herein by reference).

b. The following List of Exhibits is applicable to the Services:

- i. Exhibit A, Scope of Services
- ii. Exhibit B, Maps
- iii. Exhibit C, Work Authorization Form
- iv. Exhibit D, General Release

3. COMMENCEMENT OF SERVICES. Contractor shall commence its Services on November 12, 2018 upon the receipt of a Notice to Proceed and shall perform the same in accordance with any schedules set forth in these Contract documents, including but not limited to schedules set forth within the Scope of Services in Exhibit A.

4. DISTRICT MANAGER.

a. The Owner's authorized representative (herein referred to as the "District Manager") shall be Inframark Management Services, Inc, whose mailing address is 313 Campus Street, Celebration, Florida 34747, Attention: Gary Moyer; provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative

and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's representative for the purpose of this Contract.

b. All actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to the District Manager in the name of and on behalf of the Owner; provided, however, that the Owner (and not the District Manager) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.

5. BASIS FOR COMPENSATION AND PAYMENTS.

a. Provided that the Contractor shall strictly perform all of its obligations under the Agreement, and subject only to additions and deductions by Work Authorizations as set forth in Article 8, the Owner shall pay to Contractor for its Services as set forth in Article 2, a Fixed Fee in the amount of \$ 13, 756.92 (the fixed fee"), payable in twelve (12) monthly installments of (\$ 1,146.41), and in accordance with the invoicing procedures provided for herein, plus additional fees for services rendered in connection with any Change Service Authorizations as defined below.

b. The Contractor shall on the 15th day of each calendar month deliver to the Owner an Application for Payment in such form and with such detail as the Owner requires.

c. Based on the Contractor's Application for Payment, and the approval of the Application for Payment issued by the Owner, the Owner shall make monthly payments to the Contractor on account of the Fixed Fee plus additional fees in connection with Work Authorizations. Such monthly payments shall be made on or before the 30th day of each calendar month or the 30th day after receipt by the Owner of the Contractor's Application for Payment and of such documentation to verify the amount owed as the Owner may require, whichever is later; provided, however, that the Owner shall have no obligation to make payment as aforesaid if it has withheld approval of any Application for Payment.

d. Work Authorizations shall mean orders or directives, in the form attached hereto as Exhibit C, issued by the Owner. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the Owner's sole discretion, such amount to be invoiced and paid in accordance with the terms set forth in Article 5, and paragraphs b. and c. above. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of Owner to perform the same in accordance with the provisions of Article 8 of this Agreement.

e. Owner retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2, or as amended in any Work Authorization, in accordance with the provision of Article 8 of this Agreement. In such event, Owner shall be entitled to a reduction proportionate to the Fixed Fee.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

a. Contractor hereby represents to Owner that: (i) it has the experience and skill to perform the Services as set forth in this Agreement; (ii) that it shall comply with all applicable federal, state and local laws, rules, codes and orders of any public, quasi-public or other government authority; (iii) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the general area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (b) all other matters or things which could in any

manner affect the performance of the Services.

b. The Contractor warrants to the Owner that all materials furnished under this Contract shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Contract Documents.

7. INSURANCE: INDEMNIFICATION.

a. Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:

(i) Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$2,000,000 and \$2,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and

(ii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.

b. All such insurance required in Paragraph 7.a. shall be in companies and on forms acceptable to Owner and shall provide that the coverage there under may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Owner; the insurance required under paragraph 7.a.(i) shall name as additional insureds the Owner and the District Engineer, the District Manager, The Enterprise Community and their parents, subsidiaries, related and affiliated companies. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to the Owner. In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.

c. Contractor shall defend (if requested by Owner), indemnify and hold Owner, the District Manager, and the District Engineer, the Enterprise Community and their parents, subsidiaries, related and affiliated companies, and the officers, directors, agents, employees and assigns of each, harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys fees) arising directly or indirectly from or out of: any act or omission of Contractor, its officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement, or any other failure of Contractor to comply with the obligations on its part to be performed under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, and shall include, but not be limited to, costs and expenses of any kind or nature that arise directly or indirectly from or in connection with the presence, suspected presence, release or suspected release of any hazardous substance in or into the air, soil, surface water, groundwater or soil vapor at, on or about, under or within the real property of the District, or any portion thereof, as a result of activities of Contractor under this Contract.

d. Nothing herein shall be construed as or constitute a waiver of Owner's Immunity or limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

8. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

a. A Work Authorization shall be in writing by the Owner, in the form and manner attached to this Agreement as Exhibit C, which shall consist of additions, deletions or other modifications to the Agreement.

b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scopes of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The

Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

9. PROTECTION OF PERSONS AND PROPERTY.

a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner and community residents, tenants, and the general public that may be affected thereby.

b. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

c. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.

10. BOOKS AND RECORDS. Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

11. USE OF OWNER'S NAME. The contractor, by virtue of this Contract, shall acquire no right to use, and shall not use, the name of the Owner or the name "Enterprise" (either alone or in conjunction with or as part of any other word, mark or name) in any advertising, publicity or promotion; to express or imply any endorsement by Owner of the Contractor's Services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited).

12. ASSIGNMENT. This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.

13. SUSPENSION OR TERMINATION.

a. Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to Articles 5 and 8, through the date of termination.

b. If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the Owner, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Contract, then the Owner may, without prejudice to any other right or remedy available to the Owner and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of the Contractor. In addition, without terminating this Contract as a whole, the Owner may, under any of the circumstances set forth above, terminate any portion of this Contract (by reducing, in such manner the Owner deems appropriate, the Scope of the Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the Owner may deem expedient.

14. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

b. Contractor shall coordinate the services of any Subcontractors, and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its Subcontractors.

c. All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

15. NOTICE.

a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, facsimile, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: Enterprise Community Development District
313 Campus Street
Celebration, FL 34747
Attention: Gary Moyer

cc: Jason M. Walters
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

If to Contractor: Clarke Environmental Mosquito Control Inc.
3036 Michigan Avenue
Kissimmee, FL 34744
Attention: Pete Deglomine

or to such other address as either party may direct by notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

16. LEGAL PROCEEDINGS.

a. The Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior or written statements, instructions, agreements, representations, or other communications.

b. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement or the Services to be performed hereunder, shall be submitted for trial, without jury, before the Circuit Court of the Ninth Judicial Circuit in and for Osceola County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Osceola County, Florida, having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto, and expressly waive all rights to trial by jury regarding any such matter.

c. In the event that any provision of the Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Agreement shall remain in full force and effect.

17. TERM. Owner desires to employ the services of Contractor to perform the herein described services for a period beginning on the date as described in Article 3, and ending on November 11, 2020. Thereafter, the parties have the option of renewing the contract for a period not to exceed two (2) years.

18. MISCELLANEOUS PROVISIONS.

a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from owner, submit to the Owner a fully and properly executed general Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.

c. It is understood and agreed that Contractor is acting as an independent contractor in the performance of its Services hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between Owner and Contractor.

d. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

e. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained in Article 6 of the Agreement, the Contractor acknowledges that prior to execution of the Agreement it has thoroughly reviewed and inspected the Contract documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

Contractor:

By: _____

Its: _____

Dated: _____

Owner:

ENTERPRISE COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Its: _____

Dated: 11/7/18

ESG Pricing on requested items from September meeting:

Collection of irrigation and isolation valves. 877 @ \$12 = \$10,524

Utilize existing maps to map irrigation pipes = \$5,000

Manhole inspection database and program = \$10,000

Valve maintenance database and program = \$10,000

Yearly ESRI software maintenance = \$1,750

Annual support, maintenance, and updates to GIS database = \$15,000 (billed on as requested basis)