



Enterprise Community Development District

March 4, 2026

Agenda Package

ZOOM MEETING INFORMATION

MEETING ID: 3797970647 DIAL IN: 415-762-9988 OR 646-568-7788

<https://zoom.us/j/3797970647>

313 CAMPUS STREET
CELEBRATION, FLORIDA 34747

CLEAR PARTNERSHIPS



COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

Agenda

Enterprise Community Development District

Board of Supervisors

Kimberly Locher, Chairman
Anthony Kasper, Vice Chairman
Gregg Harkness, Assistant Secretary
Kristy Coulter, Assistant Secretary
John McGowan, Assistant Secretary

Staff:

Angel Montagna, District Manager
Kerry Satterwhite, District Manager
Sarah Sandy, District Counsel
Kathy Leo, District Engineer
Gregory Kolb, District Engineer
Russ Simmons, Field Manager
Christian Haller, Accountant
Melissa Williams, Administrative Assistant

Meeting Agenda

Wednesday, March 4, 2026 – 10:30 a.m.

- 1. Call to Order and Roll Call**
- 2. Pledge of Allegiance**
- 3. Motion to approve the agenda**
- 4. Audience Comments – Three- (3) Minute Time Limit**
- 5. Staff Reports**
 - A. Accounting Staff
 - i. Consideration of Minutes from the Meeting held February 4, 2025.....Page 5
 - B. District Engineer
 - C. District Counsel
 - D. District Manager
 - i. Maintenance Projects.....Page 11
 - E. Field
 - i. February 2026 Field Report.....Page 22
 - F. Utility Operations
- 6. Business Items**
 - A. Discussion of Traffic Signals at the Celebration Advent Health Hospital.....Page 34
 - B. Consideration of Inframark Pond Solutions Proposal.....Page 36
 - C. Consideration of Premier Lakes Annual Management Program Proposal.....Page 47
- 7. Supervisor Requests**
- 8. Audience Comments – Three- (3) Minute Time Limit**
- 9. Adjournment**

The next meeting is scheduled for Wednesday, April 1, 2026, at 10:30 a.m.

5A

2-4-26 Meeting Minutes

**MINUTES OF MEETING
ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Enterprise Community Development District was held Wednesday, February 4, 2026, at 10:30 a.m. at the District Office, 313 Campus Street, Celebration, Florida 34747.

Present and constituting a quorum were:

| | |
|-----------------|---------------------|
| Kimberly Locher | Chairman |
| Anthony Kasper | Vice Chairman |
| Gregg Harkness | Assistant Secretary |
| Kristy Coulter | Assistant Secretary |
| John McGowan | Assistant Secretary |

Also present, either in person or communications media technology, were:

| | |
|-------------------|--|
| Kerry Satterwhite | Manager: Inframark |
| Angel Montagna | Vice President of District Services: Inframark |
| Sarah Sandy | Attorney: Kutak Rock LLP |
| Renea McRoberts | Inframark, Utility Operations Division |
| Russ Simmons | Inframark, Field Services |
| Christian Haller | Inframark, Accountant |
| Micha Best | Inframark, Project Manager |

This is a summary of the motions and context of the meeting.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order at 10:30 a.m.

Roll was called and a quorum was established for the meeting.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The *Pledge of Allegiance* was completed.

THIRD ORDER OF BUSINESS

Motion to approve the agenda

Mr. Satterwhite requested that item 7B be removed from the agenda and tabled. The Board approved the modified meeting agenda.

On MOTION by Mrs. Locher, seconded by Mr. Harkness, with all in favor, the Board approved the modified meeting agenda.

FOURTH ORDER OF BUSINESS

Public Comment Period

With there being no audience in attendance, the Board moved to the next order of business.

FIFTH ORDER OF BUSINESS

Special Business Item

The Oath of Office was administered to John McGowan, and he accepted compensation.

The Board ratified Resolution 2026-02 Designating Officers with no change in Board structure.

On MOTION by Ms. Locher, seconded by Mr. Harkness, with all in favor, Resolution 2026-02 Designating Officers was adopted.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Accounting Staff

There being nothing to report from accounting staff, the next item followed.

The Board approved the meeting minutes from the December 3, 2025 meeting.

On MOTION by Mr. Harkness, seconded by Mr. Kasper, with Mr. McGowan abstaining, the Board approved the December 3, 2025 meeting minutes.

B. District Engineer

With there being no report, the Board moved to the next agenda item.

C. District Counsel

With there being no report, the Board moved to the next agenda item.

D. District Manager

With there being no report, the Board moved to the next agenda item.

E. Field

With there being no report, the Board moved to the next agenda item.

F. Utility Operations

i. Pump Repair and Replacement Proposals

The Board approved the purchase of pumps and motors for the lift stations not to exceed \$105,000.

On MOTION by Mr. Harkness, seconded by Mr. Kasper, with all in favor, the Board approved the purchase of pumps and motors for the lift stations not to exceed \$105,000.

SEVENTH ORDER OF BUSINESS

Business Items

The Board discussed the Celebration CDD projects.

EIGHTH ORDER OF BUSINESS

Supervisor Requests

With there being none, the Board moved to the next order of business.

NINTH ORDER OF BUSINESS

Public Comment Period

With there being no audience in attendance, the Board moved to the next order of business.

TENTH ORDER OF BUSINESS

Adjournment

The next meeting is scheduled for Wednesday, March 4, 2026, at 10:30 a.m.

| |
|--|
| On MOTION by Ms. Locher, seconded by Mr. Harkness, with all in favor, the meeting adjourned at 11:49 a.m. |
|--|

Secretary/Assistant Secretary

Chairman/Vice Chairman

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Maintenance Projects

CELEBRATION CDD MAINTENANCE PROJECTS

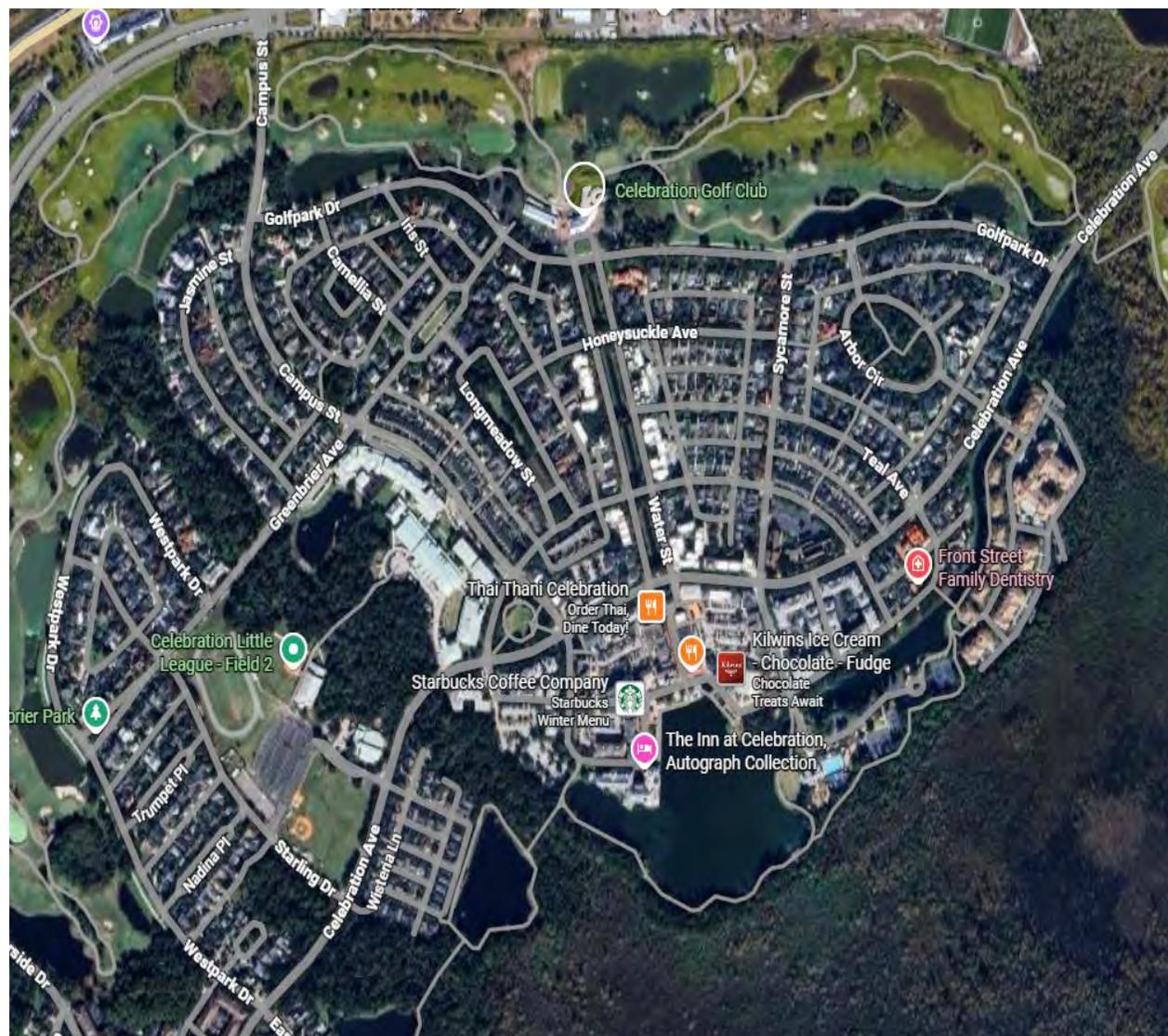
The Celebration CDD and the Enterprise CDD have been discussing the disbursement of funds from the balance of an ECDD maintenance bond. Legal representatives from both districts have been working with bond council to confirm that these funds can be utilized by the Celebration CDD for a very specific scope of work. There are two maintenance projects that CCDD has that require immediate funding. They are both deferred maintenance projects that have impacted the safety of the Celebration residents.

SIDEWALK REPAIR AND PANEL REPLACEMENT

In FY 24 an inventory was conducted of sidewalks that were not in compliance with ADA standards. There were over 5000 panels that were recorded as trip and fall hazards. In FY 25, the CCDD budgeted \$650,000 to begin replacing 960 panels in North Village. Year to date 1100 sidewalk panels were replaced in North Village and an additional 300 throughout the other villages.

There have been several residents severely injured in the last six months. This includes a student on his way to school on his scooter and a board member's wife that has had multiple surgeries to repair a broken jaw. The CCD is responsible for sidewalk maintenance and has a moral obligation to provide a safe and secure environment for the residence of Celebration.

Central Village is the oldest part of Celebration. It has the most linear feet of sidewalks and number of panels disrupted by tree roots. It also has the most work order requests for sidewalk repair and recorded number of accidents. Central Village includes the downtown area which has the highest concentration of pedestrian traffic. There are over 2000 panels that require replacement in the geographic area that is shown on the map. The cost to replace all the damaged panels is **1.2 million dollars**.



There was an increase of about 10% in the number of panels that were initially identified and that required replacement 1 year later in North Village. This is attributed to continued tree root growth that disrupted additional panels and unmarked panels adjacent to panels that were targeted for replacement. Factoring in a 10% contingency the initial budget request would be **1.3 million**.

The photos are representative samples of current sidewalk conditions



POND BANK RESTORATION

The district engineer for the CCDD conducted a comprehensive inspection of all the pond banks. The degradation of the banks was categorized and color coded by severity of slope. The pond maps that have been included represent the ponds that are the most severe and present the greatest threat to residents.

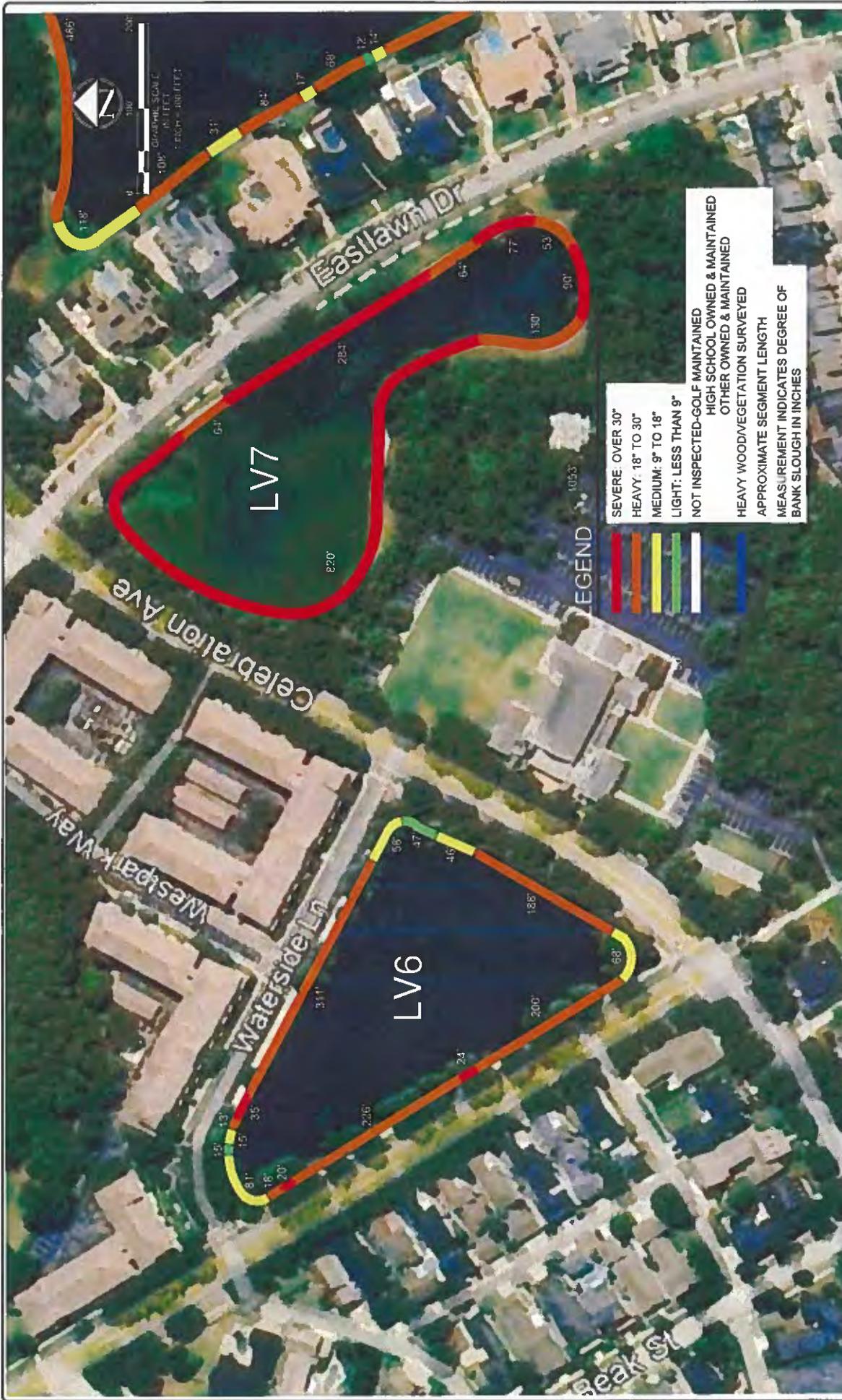
A map of all the ponds was part of a formal RFP that requested multiple options to re-grade the slope and reduce future erosion. There were two responsive bidders and prosed similar means and methods. The cost to complete all of the ponds was work was between 9 and 12 million dollars. We have identified 7 that would be included in the first phase and there are 4 that we would consider renovating this fiscal year.

| | |
|-----------------|----------------|
| LV7 | 186,763 |
| 15B | 173,073 |
| 13A | 120,490 |
| 12B | 43,605 |
| Total | 523,921 |
| 10% Contingency | 52,392 |
| Total | 576,313 |

If the work is completed in a timely manner and staff is confident that investment is the right solution, renovation on the next group of ponds would begin if funds were available.

The initial request would be:

| | |
|--------------|-------------------------|
| Sidewalks | 1,300,000.00 |
| Ponds | 600,000 |
| Total | <u>2,900,000</u> |



SEVERE: OVER 30"
HEAVY: 18" TO 30"
MEDIUM: 9" TO 18"
LIGHT: LESS THAN 9"

NOT INSPECTED-GOLF MAINTAINED
HIGH SCHOOL OWNED & MAINTAINED
OTHER OWNED & MAINTAINED

HEAVY WOOD/VEGETATION SURVEYED
APPROXIMATE SEGMENT LENGTH
MEASUREMENT INDICATES DEGREE OF BANK SLOUGH IN INCHES



| | | | |
|---|--|---|--|
| SHEET NO. 506 OF 27 DATE 11/15/20 | | POND NO. LV6 & LV7 EAST VILLAGE | |
| PROJECT NO. 2023-03 DATE 11/15/20 | | PROJECT NAME CELEBRATION CDD PONDS | |
| CLIENT HANSON, WALTER & ASSOCIATES, INC. | | PROJECT LOCATION CELEBRATION CDD PONDS | |
| DRAWN BY J. W. WALTER | | CHECKED BY J. W. WALTER | |
| DATE 11/15/20 | | SCALE AS SHOWN | |
| PROJECT NO. 2023-03 | | SHEET NO. 506 | |
| DATE 11/15/20 | | OF 27 | |

HWA
 HANSON, WALTER & ASSOCIATES, INC.
 ENGINEERING, SURVEYING AND PLANNING



LEGEND

- SEVERE: OVER 30"
 - HEAVY: 18" TO 30"
 - MEDIUM: 9" TO 18"
 - LIGHT: LESS THAN 9"
 - NOT INSPECTED-GOLF MAINTAINED
HIGH SCHOOL OWNED & MAINTAINED
OTHER OWNED & MAINTAINED
 - HEAVY WOOD/VEGETATION SURVEYED
- APPROXIMATE SEGMENT LENGTH
MEASUREMENT INDICATES DEGREE OF BANK SLOUGH IN INCHES

| | | | | | |
|---------------------|-----------------------------------|-----------|-----------------------------------|------|----------|
| | | | | | |
| PROJECT NO. | 11 | SHEET NO. | 11 | DATE | 11/17/23 |
| PROJECT NAME | CELEBRATION CDD PONDS | | POND 15B | | |
| PROJECT LOCATION | GOLF COURSE-SOUTH VILLAGE | | GOLF COURSE-SOUTH VILLAGE | | |
| PROJECT OWNER | Hanson, Walter & Associates, Inc. | | Hanson, Walter & Associates, Inc. | | |
| PROJECT DESCRIPTION | CELEBRATION CDD PONDS | | CELEBRATION CDD PONDS | | |
| PROJECT STATUS | AS SHOWN | | AS SHOWN | | |
| PROJECT DATE | 11/17/23 | | 11/17/23 | | |
| PROJECT LOCATION | GOLF COURSE-SOUTH VILLAGE | | GOLF COURSE-SOUTH VILLAGE | | |
| PROJECT OWNER | Hanson, Walter & Associates, Inc. | | Hanson, Walter & Associates, Inc. | | |
| PROJECT DESCRIPTION | CELEBRATION CDD PONDS | | CELEBRATION CDD PONDS | | |
| PROJECT STATUS | AS SHOWN | | AS SHOWN | | |
| PROJECT DATE | 11/17/23 | | 11/17/23 | | |
| PROJECT LOCATION | GOLF COURSE-SOUTH VILLAGE | | GOLF COURSE-SOUTH VILLAGE | | |
| PROJECT OWNER | Hanson, Walter & Associates, Inc. | | Hanson, Walter & Associates, Inc. | | |

LEGEND

- SEVERE: OVER 30"
- HEAVY: 18" TO 30"
- MEDIUM: 9" TO 18"
- LIGHT: LESS THAN 9"
- NOT INSPECTED-GOLF MAINTAINED
- HIGH SCHOOL OWNED & MAINTAINED
- OTHER OWNED & MAINTAINED
- HEAVY WOODVEGETATION SURVEYED
- APPROXIMATE SEGMENT LENGTH
- MEASUREMENT INDICATES DEGREE OF BANK SLOUGH IN INCHES



| | |
|---|-----------|
| SHEET NO. 06 OF 56 | |
| POND 13A GOLF COURSE-WEST VILLAGE | |
| CELEBRATION CDD PONDS | |
| HWA Hanson, Walter & Associates, Inc. | |
| DATE: 07/11/2011 | DRAWN BY: |
| CHECKED BY: | SCALE: |
| PROJECT NO.: | DATE: |
| SHEET NO.: | OF: |



LEGEND

- █ SEVERE: OVER 30"
- █ HEAVY: 18" TO 30"
- █ MEDIUM: 9" TO 18"
- █ LIGHT: LESS THAN 9"
- █ NOT INSPECTED-GOLF MAINTAINED
HIGH SCHOOL OWNED & MAINTAINED
OTHER OWNED & MAINTAINED
HEAVY WOOD/VEGETATION SURVEYED

APPROXIMATE SEGMENT LENGTH
MEASUREMENT INDICATES DEGREE
OF BANK SLOUGH IN INCHES



| | | | |
|---|-------------------------------------|--|--|
| SHEET No. 28 of 28 APP. NO. 420-10 | CELEBRATION CDD PONDS | POND LV8 NORTH EAST VILLAGE | HWA HANSON, WALTER & ASSOCIATES, INC. ENGINEERING, SURVEYING AND PLANNING |
| DATE: 11/24/23 SCALE: AS SHOWN DRAWN BY: [] CHECKED BY: [] | REV. NO.: 01 REV. DATE: 11/24/23 | PROJECT NO.: 23-033 SHEET NO.: 28 | PROJECT NAME: CELEBRATION CDD PONDS |



| | |
|--|------------|
| SHEET 29 of 420 | |
| PONDS LV8A & LV 8 SOUTH EAST VILLAGE | |
| CELEBRATION CDD PONDS | |
| HWA HANSON, WALTER & ASSOCIATES, INC. ENGINEERING, SURVEYING AND PLANNING | |
| DATE: | REVISIONS: |
| NO. 12.13 | BY: |
| NO. 25 | CHECKED: |
| NO. 37 | DATE: |
| DATE: 11/1/03 | BY: |
| DATE: | BY: |

5Ei

February 2026 Field Report

PROJECT 2/13/26, 10:04 AM

audit

Friday, February 13, 2026

Prepared For Enterprise

19 Items Identified

Russ Simmons -Field Manager Celebration
Inframark





Item 1

Assigned To Hospital
Potable tie in

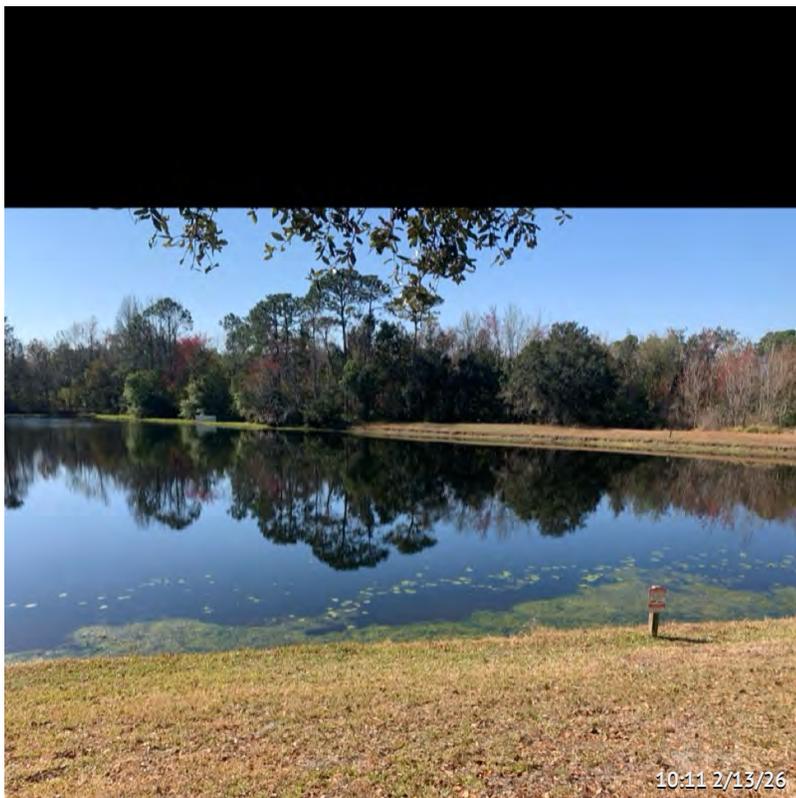


Item 2

Assigned To CDD
Bridge wall and Gaurd rail painted
both sides,

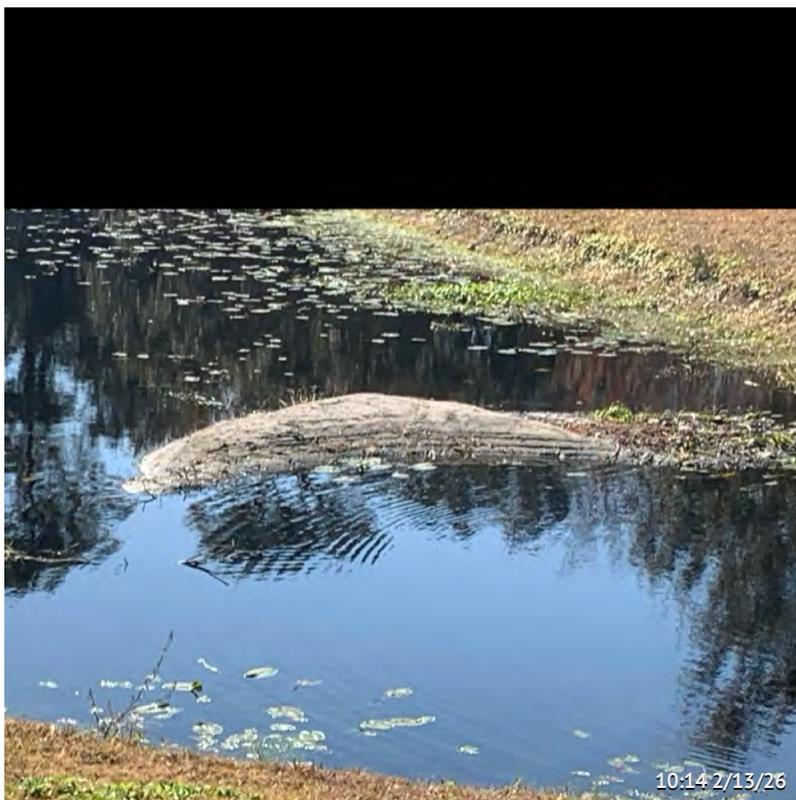
Item 3

Assigned To Sitex
9 story pond



Item 4

Assigned To CDD
Dirt build up in front of storm pipe 9
story pond





Item 5

Assigned To CDD

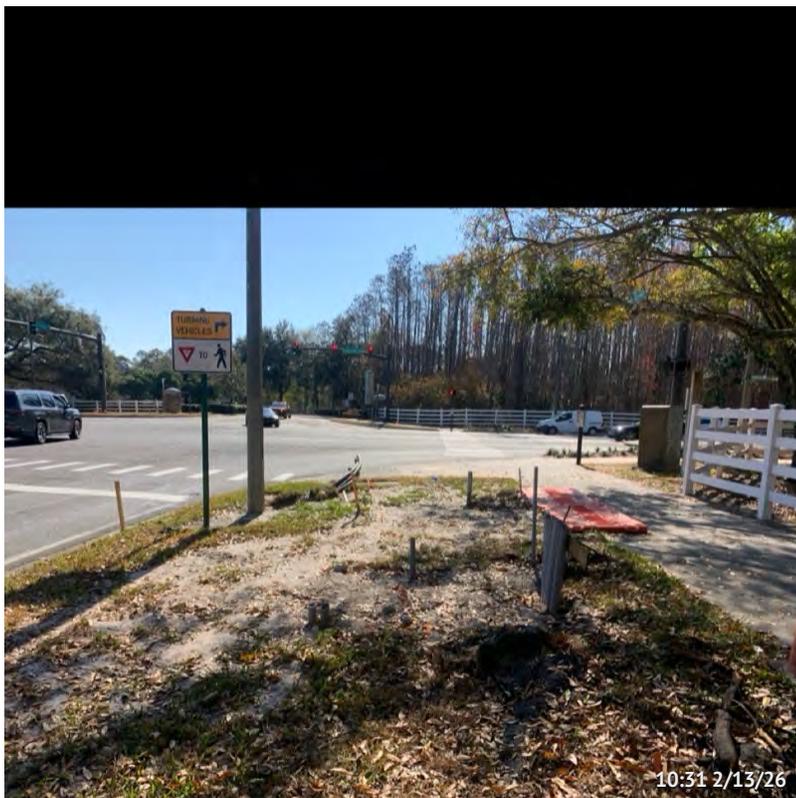
Observation of sod after freeze



Item 6

Assigned To County

Lines bored in, no movement in last 25 days celebration place and celebration place



Item 7

Assigned To County
Lines bored in all 4 corners
celebration Ave and celebration
place



Item 8

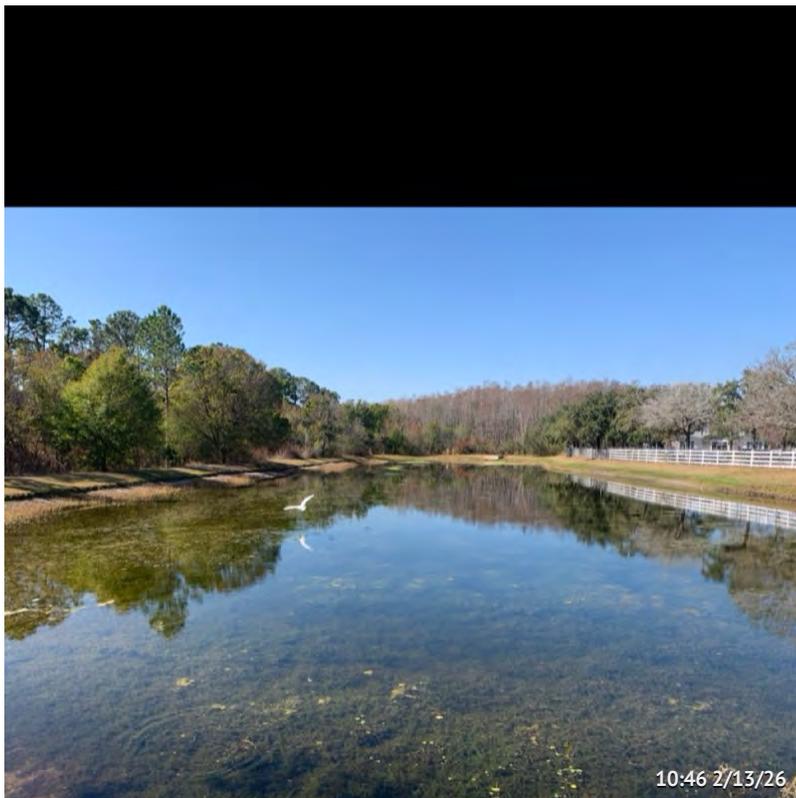
Assigned To United
New loriope in stalled from
celebration Ave to I-4 on ramp



Item 9

Assigned To State

Several Evacuation signs installed along with several large 417 signs



Item 10

Assigned To Sitex

Pond needs help Pepboys



Item 11

Assigned To United
Observation 192

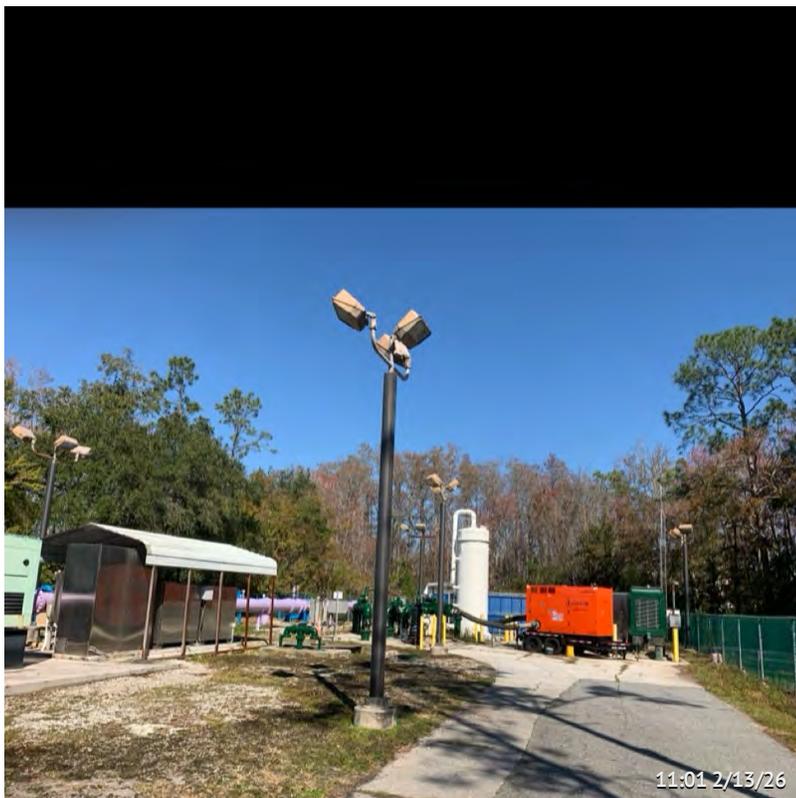


Item 12

Assigned To Water Tower Shoppes
Irrigation leaking at valve

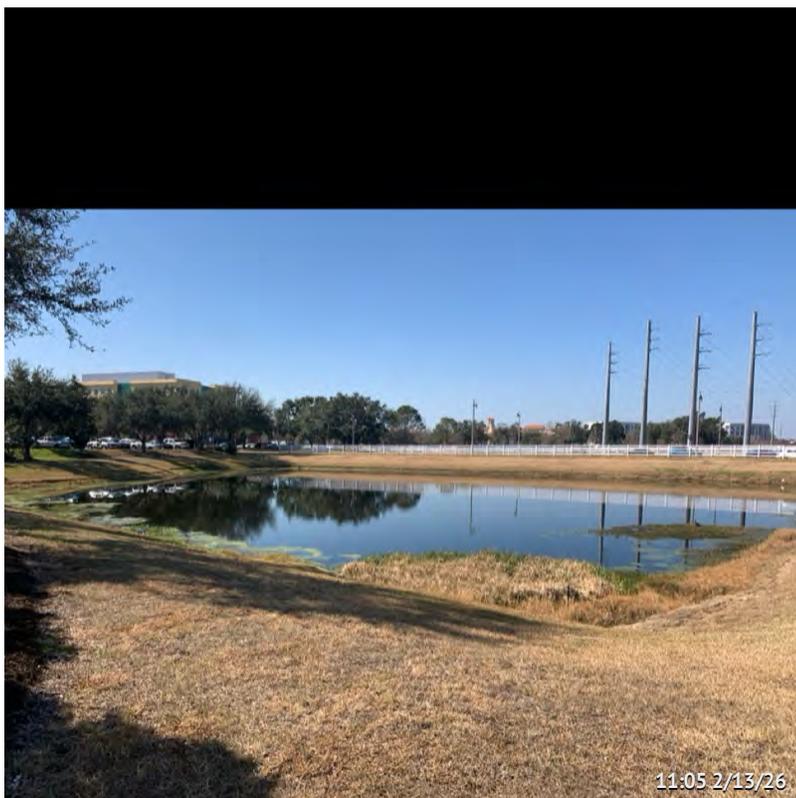
Item 13

Assigned To CDD / Toho
Toho still having problems



Item 14

Assigned To Sitex
Walgreens pond needs help





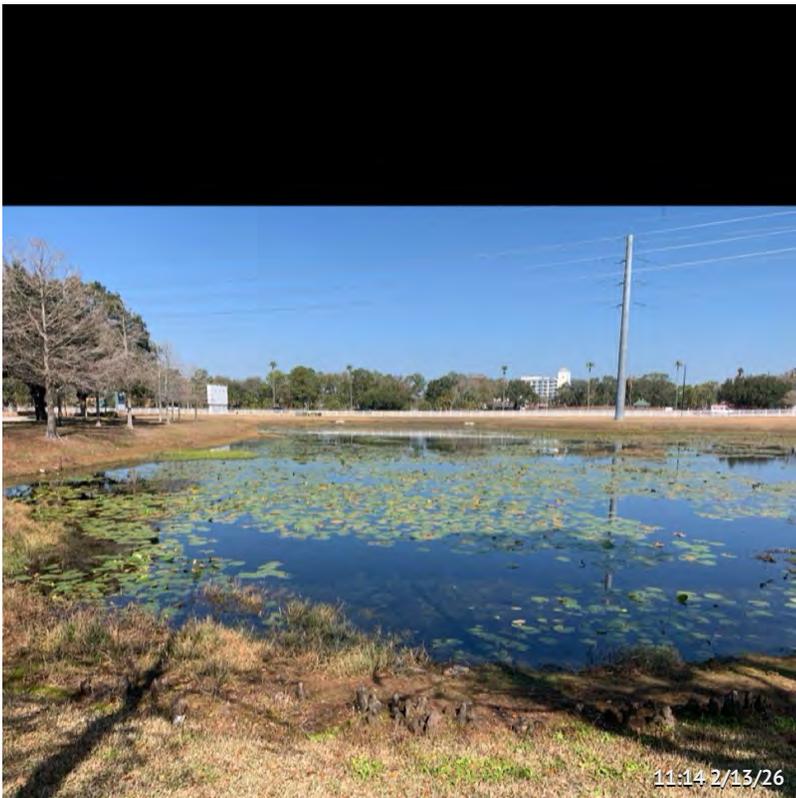
Item 15

Assigned To CDD
Boardwalk looks fine



Item 16

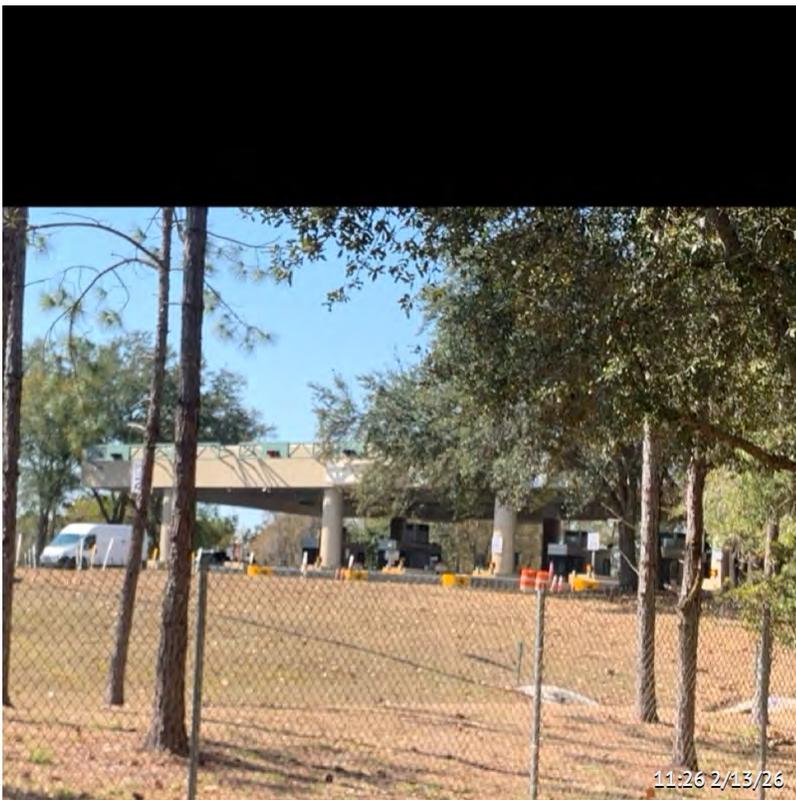
Assigned To Sitex
192 and Celebration Ave



Item 17

Assigned To Sitex

5 story pond looks bad



Item 18

Assigned To State

Toll plaza coming down turn into cashless,

Item 19

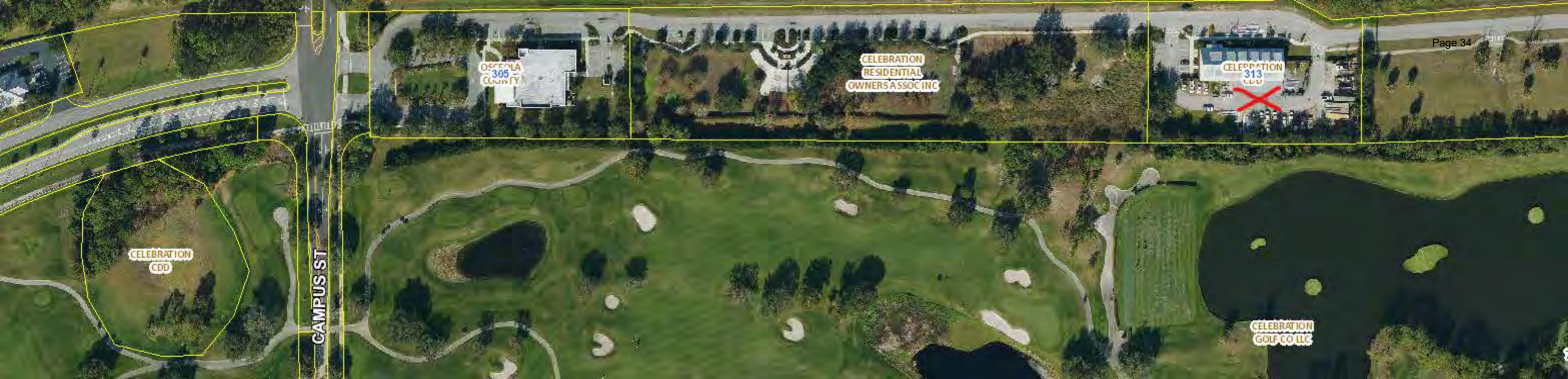
Assigned To State

Building will be removed also



6A

Traffic Signals at the Celebration Advent Health Hospital



OSCEOLA
305
COUNTY

CELEBRATION
RESIDENTIAL
OWNERS ASSOC INC

CELEBRATION
313
CDD

CELEBRATION
CDD

CAMPUS ST

CELEBRATION
GOLF CO LLC

6B

Inframark Pond Solutions Proposal



INFRAMARK

POND SOLUTIONS

*ENTERPRISE CDD POND
PROPOSAL*

Inframark Pond Solutions

Pond Management Services Proposal

Date: February 12, 2025

Project Name: Enterprise CDD

Primary Contact: Kerry Satterwhite – District Manager

Prepared By: Howard Neal

Assigned Technician: Brad Vinson

Overview

Inframark Pond Solutions is pleased to submit this proposal to provide pond management services for Enterprise CDD. Our goal is to maintain healthy, visually appealing ponds through proactive vegetation control, algae management, and routine maintenance—while ensuring minimal disruption and environmentally responsible treatment practices.

Scope of Services

Annual Service Schedule

- **One (1) visit per month**, totaling **twelve (12) visits annually**.
- Services below performed as needed based on site conditions and seasonal growth patterns.

Aquatic Weed Control

- Inspect and treat undesirable aquatic weeds and vegetation.
- Apply approved aquatic herbicides and surfactants.
- Target invasive and unwanted submersed and floating vegetation.
- Utilize systemic herbicides primarily in early spring and summer for long-term control.

Shoreline Weed Control

- Treat invasive and unwanted shoreline vegetation at the water's edge.
- Applications performed using aquatic-safe herbicides and surfactants.

Algae Control

- Algae treatment is performed during **every visit**.
- Increased attention during hotter, drier months when algae blooms are most common.

- Use of aquatic herbicides and surfactants to maintain water clarity and appearance.

Aquatic Herbicides

Herbicide selection is based on target species and treatment objectives. Products contain no Copper and may include:

- Tribune
- Aqua Master
- Aquathol K
- Cide-Kick
- Brandt Magnify

All applications follow label requirements and environmental best practices.

Application Methods

- Treatments performed using:
 - Side-by-side mule equipped with sprayer.
 - Boat-mounted spray system.
- Application method selected based on pond size, vegetation type, and treatment area to achieve optimal results.
- Pond access will determine the equipment used.

Trash Removal

- Removal of trash located along the pond edge and areas accessible from the shoreline during each visit.
- Trash found outside of these areas will be documented and included in the monthly report for review. Trash collection beyond the areas outlined in this proposal will be provided at an additional cost.

Monthly Reporting

- Detailed monthly service reports provided.
- Reports include:
 - Areas treated.
 - Photos documenting treatments and results.
 - Notes on pond conditions and recommendations.

Water Testing

- Periodic dissolved oxygen testing as required is included.

- Any further water testing that is needed will be an additional charge with remediation billed separately.

Equipment

Our technician arrives fully equipped to safely and effectively perform all services.

Pricing

Treatment Area: **Five (5) ponds consisting of approximately 9 acres.**

Monthly Amount: **\$490.00**

Annual Amount: **\$5,880.00**

Initial Cleanup Amount: **\$490.00 . This one-time charge brings Ponds to a condition that allows for routine monthly maintenance. Images provided at the end of this proposal from February Site Audit.**

Client will be invoiced monthly.

Pricing is determined based on:

- Number of ponds.
- Total surface acres treated. Provided in Site Audit below.
- Frequency of service visits.
- Monthly service is required at a minimum.
- Trimming of plants or trees around ponds is available at an additional cost.

Important Information

- Services are limited to **submersed and aquatic vegetation** in or at the water's edge.
- Spraying of pond banks is not recommended due to erosion concerns.
- Treatment schedules and contact information can be provided to coordinate on-site discussions.
- **48-hour response time** to address concerns or service needs.
- Monthly updates provided, with availability for in-person or virtual meetings as Requested.

Thank you for your time and consideration. Inframark Pond Solutions looks forward to the opportunity to serve as your trusted pond management partner and to help maintain the long-term health and appearance of your ponds.

Best Regards,
Inframark Pond Solutions



INFRAMARK POND SOLUTIONS

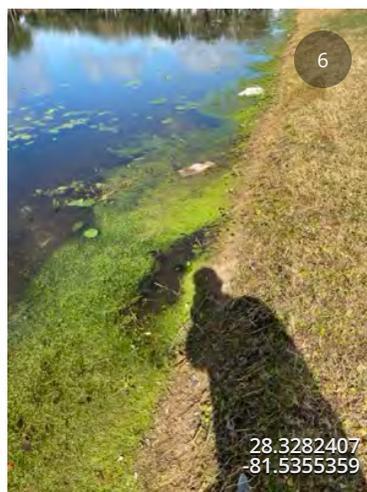
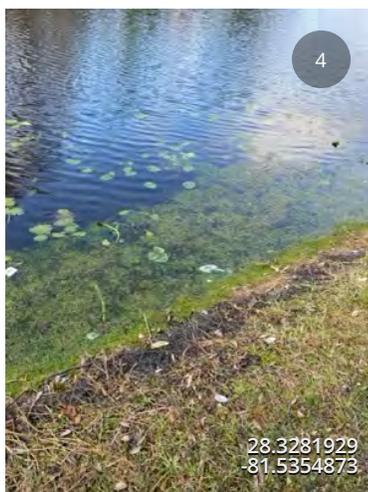
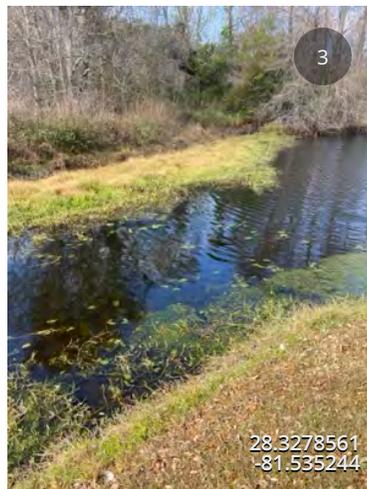
Pond Site Audit

Thursday, February 12, 2026

Prepared For Enterprise CDD

POND 1

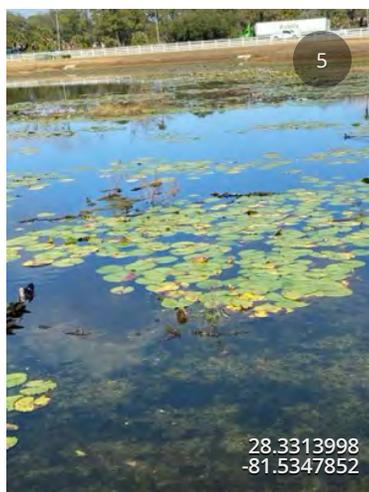
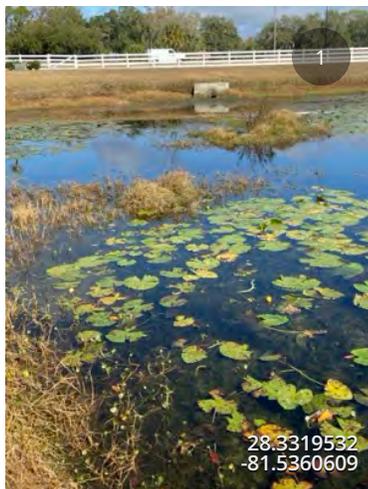
Remove trash from edge of pond all the way around. Spray all grass and duckweed along the bank. Grass on the back side is only accessible by boat and will require both boat and side by side treatments. First month two visits trash removal along with a boat treatment and ground treatment. Would try to leave as many floating pads as possible while treating unwanted plants to help the natural reduction of nutrients in water body.



Linear Feet: 2000.25, Acreage: 3.31

POND 2

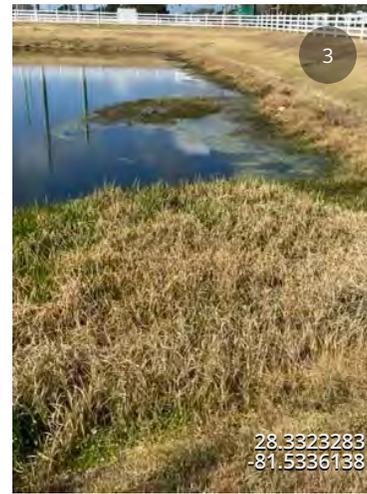
Pond will need two treatments first month one by boat and one by ground. Focus on getting rid of grasses and underwater plants. Will knock back some of the pads while not eliminating them all and get them under control. Also removing trash throughout.



Linear Feet: 1362.27. Acreage: 2.01

POND 3

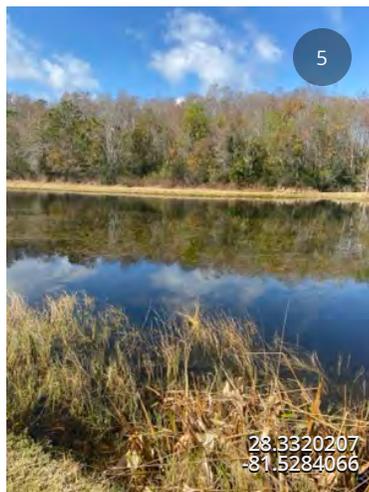
Pond will need two treatments first month to get algae and underwater plants under control. Trash removal around the perimeter and spray one heavy area of grasses as seen below.



Linear Feet: 785.40, Acreage: 39,959.18 sqft

POND 4

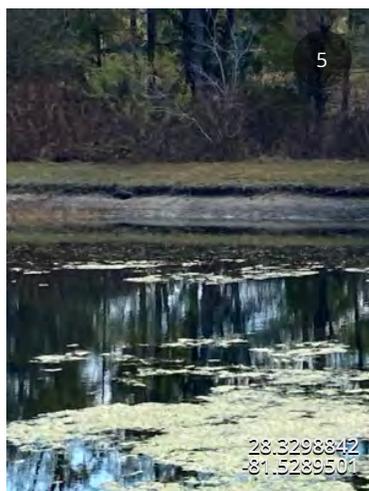
This pond is the worst with grasses and will require a slower approach. All the grasses will require two treatments the first month targeting about half. Two treatments the second month to get the rest of it. Have to be careful with the amount of grass and not kill it all at once to prevent oxygen loss. We will also focus on knocking down some of the submerged plants. Remove trash on first visit. Most of the grass in this pond requires treatment from a boat the first two months.



Linear Feet: 1195.74, Acreage: 1.43

POND 5

Pond will require two treatments the first month and removal of all trash. We'll spray a knockdown targeting the submerged Hydrilla and algae. This pond has bank erosion and we must use better practices during treatment. Main focus will be submersed vegetation, algae treatments, and trash to keep the pond looking clean.



Linear Feet: 1187.19, Acreage: 1.4

SUMMARY

Five ponds totaling just over 9 acres. Will be controlled using boat and side by side to spray unwanted submerged plants and algae's. We will be using Tribune, Aquathol k, Brandt magnify surfactant as well as Aqua Master as primary chemicals to control target specific plants. Trash removal each month as well as reports and photos showing ponds health and areas treated will be provided. Water testing provided upon request or twice a year. Ponds will initially need two treatments for first month followed by once a month after that for a total of 13 treatments. During each visit all ponds will be treated as needed and inspected with reports to support. There will be a initial start up fee for the first month equivalent to one months rate to get them back under control and trash removed.

6C

Premier Lakes Proposal



Annual Management Program Agreement

Customer Name: Enterprise CDD

Property Contact: Kerry Satterwhite

Agreement Effective Date: April 1st, 2026 - March 31st, 2027

Program Description: Annual Lake Maintenance

Premier Lakes Consultant: Alex Kurth

Consultant Phone Number: 239-707-1575

This Agreement, dated **February 21st, 2026**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes," and **Enterprise CDD**, hereinafter known as "Customer."

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

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer under the terms and conditions of this Agreement, and the Customer agrees to pay Premier Lakes for those services as listed below under the terms and conditions of this Agreement.
2. **Service Area:** The "Service Area" is described as **5 lakes consisting of approximately 6,710 linear feet and 9.14 acres.**
3. **Contract Services:** Premier Lakes will perform **(12) twelve** inspections per year of the Service Area and provide the following service as necessary.
 - a. **Aquatic Weed Control (NO COPPER-BASED PRODUCTS):** Growth of undesired aquatic vegetation will be treated upon identification by applying aquatic herbicides and adjuvants. Most of the time, these treatments will occur immediately upon inspection. However, timing may be adjusted to ensure the best results. All efforts will be made to ensure that unwanted vegetation is controlled before it becomes unsightly.
 - b. **Algae Control (NO COPPER-BASED ALGAECIDES):** Algae will be controlled by applying algaecides and adjuvants as needed.
 - c. **Shoreline Weed Control:** Any growth of undesirable vegetation will be controlled and maintained utilizing aquatic herbicides, surfactants, and hand pulling where appropriate up to control elevation year-round. Species including Torpedo Grass, Cattails, Primrose Willow, and other species deemed unwanted by the customer will be controlled. The customer understands that



when spraying in beneficial littoral plants, minor damage to native vegetation may occur.

- d. Water Quality Analysis:** Dissolved oxygen, pH, and temperature will be included as needed. More detailed water quality testing will be an additional charge based on the agreed-upon parameters. Remediation will be priced separately.
 - e. Trash Pickup:** Premier Lakes will provide minor trash and debris pickup when on-site. In some circumstances, for example, in a community where a significant amount of new home construction is ongoing, and the amount of trash and debris is excessive, trash pickup will be an additional service to be added.
 - f. Management Reporting:** Service reports detailing the services rendered will be provided following each inspection.
 - g. Aquatic Consultation:** Attendance to monthly board meetings when requested.
4. **One-Time Start-Up Fee:** A one-time charge of **\$1,600.00** for additional products and labor necessary to return **lakes 1-4 (pictures attached)** to management condition will be invoiced at the commencement of this agreement.
 5. **Equipment Access:** Client will provide access to each pond with a utility vehicle (Kubota UTV) and a boat as needed. Reduced access may result in reduced service or additional charges.
 6. **Callbacks:** Premier Lakes, Inc. will provide free callbacks for any contracted services, upon the Client's request, at any time during the term of this agreement. Callbacks apply only to services already covered under this agreement and do not include additional or new work outside the contracted scope. All callbacks will be scheduled and completed within Premier Lakes, Inc.'s normal service availability.
 7. **Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a four (4%) increase in the Annual Agreement Price each year, rounded to the nearest dollar, under the same terms, specifications, and conditions set forth by this Agreement.
 8. **Payment Terms:** No payment shall be due and payable upon executing this Agreement. The balance of the monthly service amount shall be billed in equal **Monthly** installments of **\$725.00** commencing as of the first day of the month following the date of commencement of this Agreement. The customer agrees to pay



Premier Lakes within thirty (30) days of the invoice. If the customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to the customer by Premier Lakes on balances not paid within sixty (60) days.

9. **Forms of Payment:** Premier Lakes accepts payment by check.
10. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of the Service Area has materially declined between the date of this Agreement and the commencement date of the Agreement. If Premier Lakes commences services under this Agreement, this paragraph will not apply.
11. **Force Majeure:** Premier Lakes shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services due to any cause beyond its reasonable control.
12. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information, including, but not limited to, billing address, email addresses, and phone numbers, within thirty (30) days of any such changes.
13. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month when the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at 1936 Bruce B Downs Blvd, Suite 308, Wesley Chapel, FL 33543. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days written notice to the other Party.
14. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.
15. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products, and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants due to disease, pestilence, flood, weather, or any other means unrelated to Premier Lakes' activities. In addition, some collateral damage to beneficial plants might be necessary to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.



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

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

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

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



One-Time Start-up Fee: \$1,600.00

Annual Agreement Amount: \$8,700.00

Monthly Agreement Amount: \$725.00

Invoicing Frequency: Monthly

Accepted and Approved:

Enterprise CDD

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature:

Name: Alex Kurth

Title: President

Date:

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



Pictures







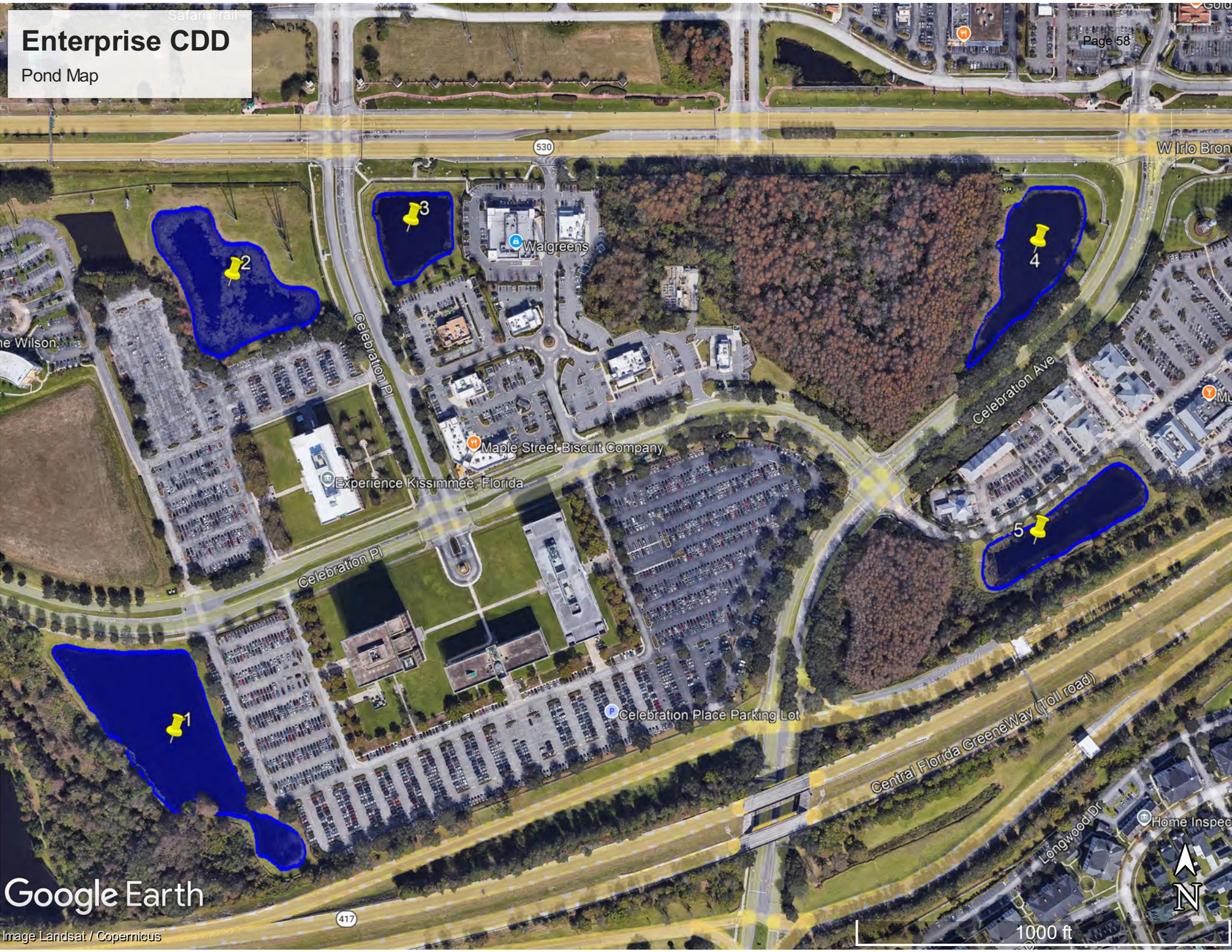






Enterprise CDD

Pond Map



Google Earth

Image Landsat / Copernicus

417

Central Florida GreenWay (Toll road)

W Iro Bron

Celebration Ave

Celebration Pl

Celebration Pl

530

Walgreens

Maple Street Biscuit Company

Experience Kissimmee, Florida

Celebration Place Parking Lot

Home Inspect

Longwood Dr



1000 ft