

Board of Supervisors' Meeting October 26, 2022

District Office: 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544 813-994-1001

www.bexleycdd.org

BEXLEY COMMUNITY DEVELOPMENT DISTRICT DISTRICT OFFICE – Riverview FL, 813-533-2950 Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, FL 33614 WWW.BEXLEYCDD.ORG

October 19, 2022

Board of Supervisors Bexley Community Development District

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Bexley Community Development District will be held on **Wednesday**, **October 26**, **2022**, **at 1:00 p.m.** at the offices of Rizzetta & Co., located at 5844 Old Pasco Rd., Suite 100. The following is the final agenda for this meeting:

1. 2.		L TO ORDER/ROLL CALL IENCE COMMENTS
2. 3.		CIAL BUSINESS ITEMS
J .	A.	Consideration of Aquatic maintenance and buffer
	<i>,</i>	ProposalsTab 1
4.	STA	FF REPORTS
	A.	District Counsel
		District Engineer
	C.	<u> </u>
	D.	· · · · · · · · · · · · · · · · · · ·
		Consideration of annual mulch proposalTab 2
		Consideration of Top Choice finished landscape
		ProposalTab 3
		3. Consideration of Top Choice for parks proposalTab 4
	E.	Clubhouse Manager
		1. Presentation of Clubhouse ReportTab 5
	F.	
		Presentation of District Manager's ReportTab 6
5 .	BUS	INESS ADMINISTRATION
	A.	Consideration of the Minutes of the Board of Supervisors
		Meeting held on August 24, 2022Tab 7
6.	BUS	INESS ITEMS
	A.	Ratification of playground mulch proposalTab 8
	B.	Ratification of Egis proposalTab 9
	C.	
7.	SUP	ERVISOR REQUESTS
Ω	AD I	NIRNMENT

We look forward to seeing you at the meeting. In the meantime, if you any qubations, please do not hesitate to call us at (813) 533-2950, or email Jennifer Goldyn at igoldyn@rizzetta.com.

Sincerely,

Jennifer Goldyn

District Manager

Tab 1



Waterway Management Proposal

For

Bexley

Community Development District



www.AdvancedAquatic.com



September 20, 2022

Bexley Community Development District c/o Rizzetta & Company, Inc. 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544 Attn: Ms. Jennifer Goldyn, District Manager

Dear Jennifer,

Thank you for the opportunity to submit our proposal for Bexley Community Development District.

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,

Doug Agnew

Doug Agnew,

Senior 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.

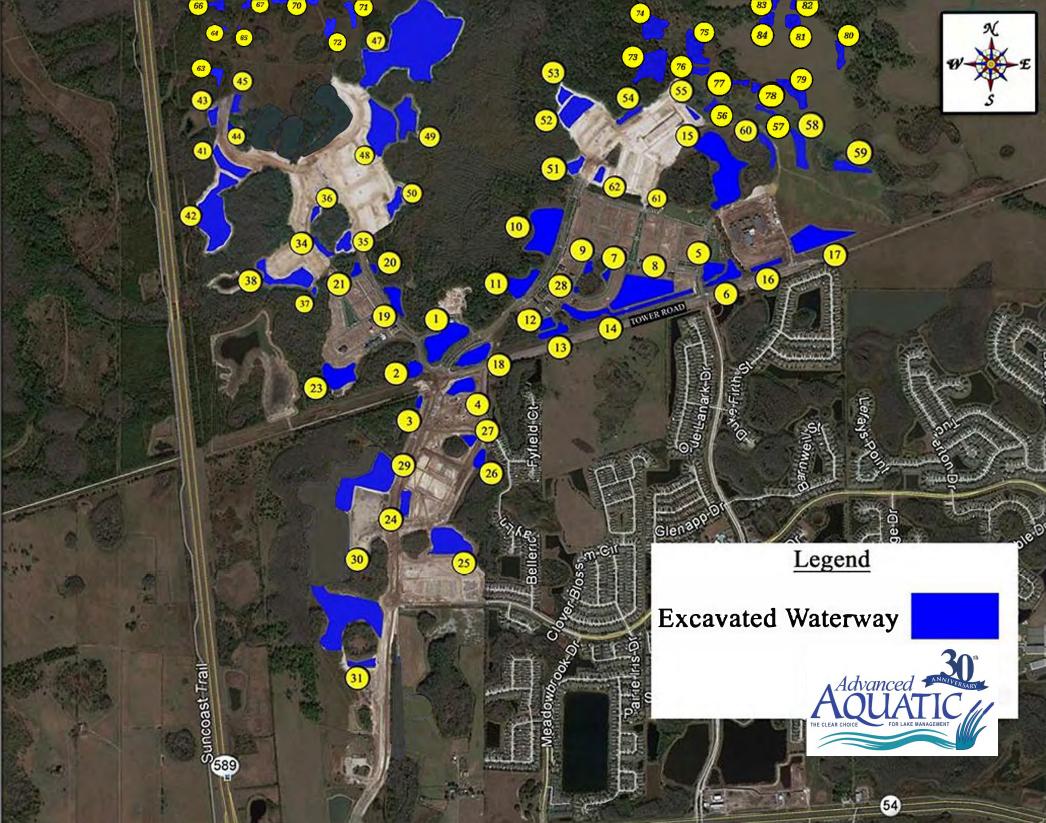
Our science-based strategy to target the source of problematic lake & pond issues is outlined in our innovative environmental management plans—

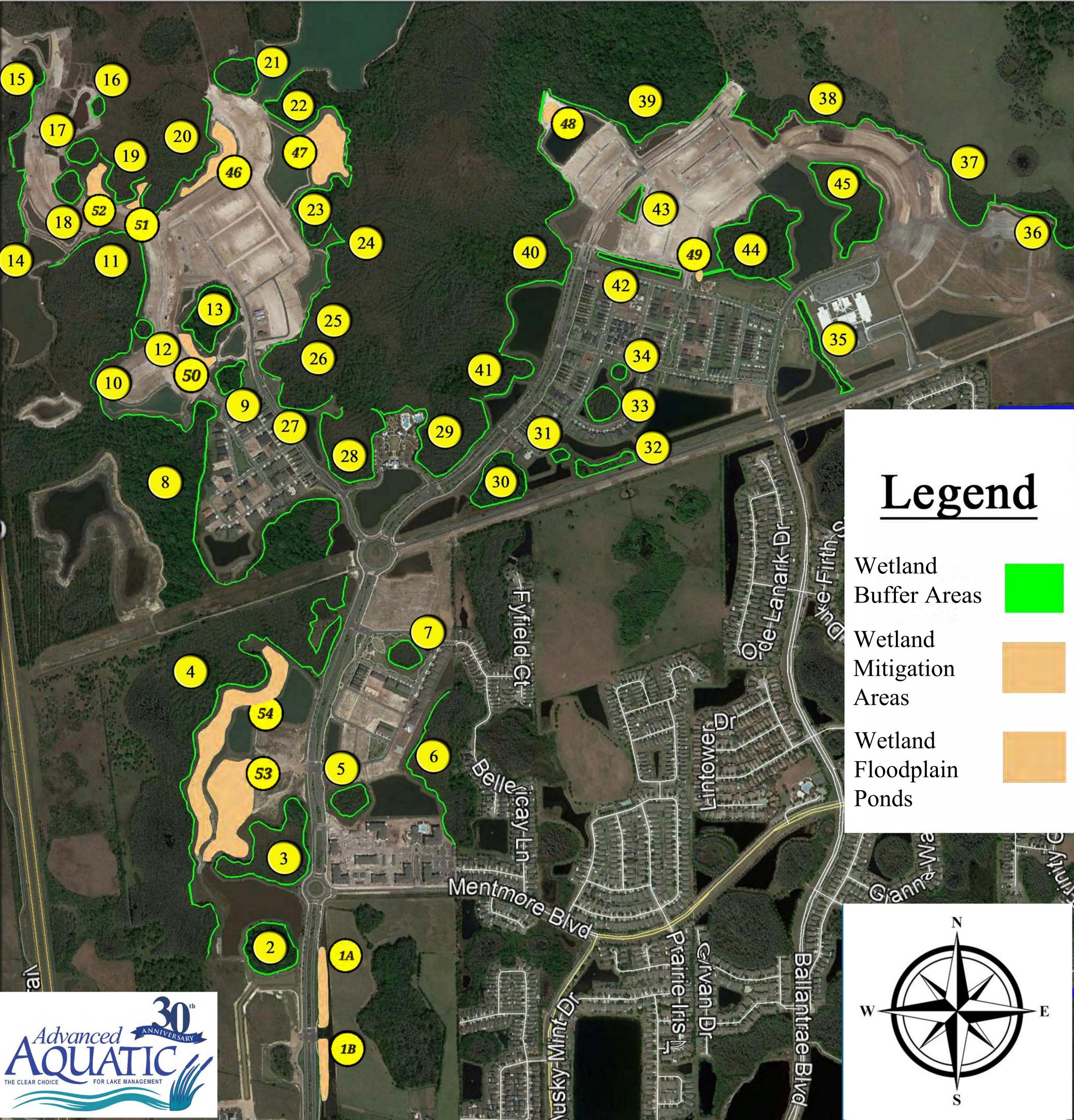
- Perform strategic water quality analysis on site by AAS Biologists to identify and diagnose any underlying ecological concerns.
- Recommendation of bottom diffused aeration technology to aide in naturally reducing nutrient levels, thereby reducing algal blooms and the frequency and intensity of herbicide 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.









Preserve Site of Pond needs boat treatment



Example of pond needing algae and submersed weed treatment



Example of pond with filamentous algae and fish mortality observed



Example of wetland mitigation pond





Example of pond with desirable native aquatic plant species Gulf Spikerush. Trace amounts of invasive species along shoreline. Landscape company could cut the shoreline edge with more definition.



Example of Shoreline with native aquatic plant species. Invasive species Torpedograss requires treatment with selective aquatic herbicide



Example of well-maintained pond with desirable native aquatic species Clean edge of shoreline-Invasives under control



Example of well-maintained pond with desirable native aquatic species





Example of Wetland Buffer area with partial coverage of Cat. 1 Invasive & Exotic Species



Example of Wetland Buffer area. Trace amounts of Cat. 1 Invasive & Exotic species. Abundance of Saw Palmetto.



Heading- Example of pond with native aquatic species in need of treatment for control of invasive species (Torpedograss)



Heading- Example of well maintained pond with desirable native aquatic species





Healthy stands of Gulf Spikerush & Saggitaria. Treatment of Algae & Torpedograss recommended



Healthy stands of Gulf Spikerush & Saggitaria. Treatment of Algae via boat & Torpedograss from the shoreline recommended.



WATERWAY CHART

Client: Bexley Community Development District

Survey Date: September 2022

OPEN WATER				
Waterways: 74	Total Perimeter: 102,693'	Total Acreage: 178.35		
Pond 1	1,971	4.23		
Pond 2	961	1.15		
Pond 3	570	0.4		
Pond 4	1,178	1.48		
Pond 5	1,075	1.57		
Pond 6	1,491	1.56		
Pond 7	579	0.32		
Pond 8	2,426	6.27		
Pond 9	591	0.37		
Pond 10	2,241	5.8		
Pond 11	1,318	1.4		
Pond 12	670	0.64		
Pond 13	1,109	0.83		
Pond 14	2,260	1.9		
Pond 15	3,618	9.32		
Pond 16	1,048	0.72		
Pond 17	2,105	3.92		
Pond 18	1,443	1.85		
Pond 19	1,282	1.46		
Pond 20	602	0.37		

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Pond 21	727	0.52
Pond 22	Does not exist	
Pond 23	1,419	2
Pond 24	951	0.94
Pond 25	1,959	4.61
Pond 26	791	0.6
Pond 27	484	0.32
Pond 28	275	0.1
Pond 29	2,846	5.36
Pond 30	3,683	8.18
Pond 31	1,066	0.74
Pond 32	Now Wetland Mit. 1 A &B	
Pond 33	Now Floodplain Pond 54	
Pond 34	Now Wetland Mit. 50	
Pond 35	884	1
Pond 36	661	0.43
Pond 37	369	0.18
Pond 38	2,555	3.31
Pond 39	Now Wetland Mit. 51	
Pond 40	Now Wetland Mit. 52	
Pond 41	1,687	1.88
Pond 42	3,745	9.73
Pond 43	865	0.77
Pond 44	697	0.41
Pond 45	1,397	1.85
Pond 46	Now Wetland Mit. 46	
Pond 47	5,472	24.7
Pond 48	2,162	5.68
Pond 49	Now Wetland Mit. 47	
Pond 50	1,309	1.47
Pond 51	1,025	1.38
Pond 52	1,647	3.79
Pond 53	Now Wetland Mit. 48	



Pond 54	1,052	0.83
Pond 55	505	0.25
Pond 56	717	0.45
Pond 57	1,323	0.63
Pond 58	1,441	1.73
Pond 59	1,432	1.3
Pond 60	1,370	1.1
Pond 61	Now Wetland Mit. 49	
Pond 62	783	0.88
Pond 63	949	0.74
Pond 64	154	0
Pond 65	89	0
Pond 66	1,388	2
Pond 67	695	0.55
Pond 68	4,140	16.3
Pond 69	2,312	4.42
Pond 70	2,669	3.5
Pond 71	1,219	1.45
Pond 72	1,065	1.41
Pond 73	1,357	2.25
Pond 74	1,191	2.1
Pond 75	1,775	3.16
Pond 76	783	0.65
Pond 77	1,281	1.72
Pond 78	1,275	0.75
Pond 79	1,372	1.94
Pond 80	1,175	1.28
Pond 81	835	0.91
Pond 82	268	0.11
Pond 83	415	0.19
Pond 84	449	0.24



WETLAND					
Wetlands: 54	Wetland Perimeter: 89,300'	Total Wetland Acreage: 28.66	Total Treatment Area: 20.50		
Wetland Mitigation 1A		1.1			
Wetland Mitigation 1B		0.71			
Wetland Buffer 2	1,721		0.40		
Wetland Buffer 3	3,447		0.79		
Wetland Buffer 4	7,691		1.77		
Wetland Buffer 5	1,128		0.26		
Wetland Buffer 6	1,958		0.45		
Wetland Buffer 7	1,014		0.23		
Wetland Buffer 8	5,547		1.27		
Wetland Buffer 9	1,139		0.26		
Wetland Buffer 10	1,130		0.26		
Wetland Buffer 11	1,784		0.41		
Wetland Buffer 12	805		0.18		
Wetland Buffer 13	2,121		0.49		
Wetland Buffer 14	920		0.21		
Wetland Buffer 15	1,318		0.30		
Wetland Buffer 16	846		0.19		
Wetland Buffer 17	759		0.17		
Wetland Buffer 18	782		0.18		
Wetland Buffer 19	1,153		0.26		
Wetland Buffer 20	2,326		0.53		
Wetland Buffer 21	1,414		0.32		
Wetland Buffer 22	2,224		0.51		
Wetland Buffer 23	1,556		0.36		
Wetland Buffer 24	457		0.10		
Wetland Buffer 25	687		0.16		

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691

0.16

Wetland Buffer 26



Wetland Buffer 27	823		0.19
Wetland Buffer 28	2,159		0.50
Wetland Buffer 29	2,429		0.56
Wetland Buffer 30	1,745		0.40
Wetland Buffer 31	527		0.12
Wetland Buffer 32	1,600		0.37
Wetland Buffer 33	1,142		0.26
Wetland Buffer 34	561		0.13
Wetland Buffer 35	2,107		0.48
Wetland Buffer 36	1,279		0.29
Wetland Buffer 37	1,529		0.35
Wetland Buffer 38	2,708		0.62
Wetland Buffer 39	2,331		0.54
Wetland Buffer 40	3,517		0.81
Wetland Buffer 41	1,164		0.27
Wetland Buffer 42	1,976		0.45
Wetland Buffer 43	1,014		0.23
Wetland Buffer 44	3,946		0.91
Wetland Buffer 45	3,504		0.80
Wetland Mitigation 46		2.31	
Wetland Mitigation 47		3.63	
Wetland Mitigation 48		0.32	
Wetland Mitigation 49		0.18	
Wetland Mitigation 50		0.93	
Wetland Mitigation 51		0.86	
Wetland Mitigation 52		1.24	
Floodplain Pond 53	3,171	7.38	0.73
Floodplain Pond 54	5,450	10	1.25



REFERENCES

Southern Hills Plantation CDD	Chuck Adams	239-464-7114
Meadow Pointe IV CDD	Darryl Adams	813-933-5571
Highlands CDD	Jennifer Goldyn	813-533-2950
Copperstone CDD	Christina Newsome	813-533-2950
Heritage Lake - New Port Richey	Ray Geroux	727-376-0021
Villages of Bayport - Tampa	Jeannie Spencer	813-855-1051
Pebble Creek Village - New Tampa	Larry Savage	813-770-7342
Highland Lakes - Palm Harbor	Dan Kay	727-279-0201
Lansbrook Master Assoc.	Ed Anderson	727-943-7076
Feather Sound Country Club	Mike Strube	727-433-4552
Feather Sound Country Club Carillon Park - Clearwater	Mike Strube Thomas White	727-433-4552 727-290-9276
-		
Carillon Park - Clearwater	Thomas White	727-290-9276

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Proposal Date: 9/20/2022

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

Bexley Community Development District c/o Rizzetta & Company, Inc. 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544

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

- 1) AAS, Inc. agrees to manage seventy-four (74) ponds with a total shoreline of approximately 102,693 linear feet, a total wetland buffer perimeter of approximately 89,300 linear feet, and a total treatment area of 28.66 acres located at the Bexley Community Development District in Land O' Lakes, Florida.
- 2) Ponds will be inspected fifty-two (52) times per year (weekly) with treatment as required. Wetland buffer, wetland mitigation areas, and floodplain ponds will be inspected monthly with treatments according to the FLEPPC list of Cat. 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:

Ponds:

Aquat	ic Weed and Algae	Control		\$7 , 725.00	Monthly
Shore	line Weed Control			Included	
Trash	and Light Debris	Removal		Included	
Month	ly Q&A (Quality A	ssurance)	Report	Included	

Wetlands:

Wetland Conservation Area Buffer Maintenance	\$18,900.00	Quarterly
Wetland Mitigation Area Maintenance	Included	
Floodplain Pond Maintenance	Included	
Quarterly Wetland Q&A Report	Included	

Payments shall be payable in equal and consecutive monthly installments of \$7,725.00 and quarterly installments of \$18,900.00

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.

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Proposal Date: 9/20/2022

(Bexley Community Development District, 2 of 3)

- 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.
- 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.

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Proposal Date: 9/20/2022

(Bexley Community Development District, 3 of 3)

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.

Jack R. Anderson, President For: Advanced Aquatic Services, Inc.	Authorized Customer's Sign	nature Title
Date:	Print Name:	Date:
	Contract Start Date:	



For more information on invasive exotic plants including links to related web pages, visit:

www.fleppc.org

FLEPPC List Definitions:

Exotic—a species introduced to Florida, purposefully or accidentally, from a natural range outside of Florida. **Native**—a species whose natural range includes Florida. **Naturalized exotic**—an exotic that sustains itself outside cultivation (it is still exotic; it has not "become" native).

Invasive exotic— an exotic that has not only naturalized, but is expanding on its own in Florida native plant communities.

Zone: N = north, C = central, S = south, Referring to each species' general distribution in regions of Florida (not its potential range in the state). Please refer to the map below.



Citation example:

FLEPPC. 2019 List of Invasive Plant Species.
Florida Exotic Pest Plant Council. Internet: www.fleppc.org

The 2019 list was prepared by the FLEPPC Plant List Committee

Tony Pernas, Co-Chair, 2017-2019, National Park Service, Big Cypress National Preserve, tony_pernas@nps.gov

Dennis Giardina, Co-Chair, 2017-2019, Florida Fish and Wildlife Conservation Commission, dennis.giardina@myfwc.com

Janice Duquesnel, Florida Park Service, Florida Department of Environmental Protection, janice.duquesnel@dep.state.fl.us

Alan Franck, Florida International University, Department of Biological Sciences, afranck@fiu.edu

Roger L. Hammer, Retired Naturalist and Author, kaskazi44@comcast.net

John Kunzer, Florida Fish and Wildlife Conservation Commission, john.kunzer@myfwc.com

James Lange, Fairchild Tropical Botanic Garden, ¡lange@fairchildgarden.org

Kenneth Langeland, Professor Emeritus, University of Florida/IFAS, Agronomy Department, gator8@ufl.edu

Deah Lieurance, University of Florida/IFAS, Agronomy Department, dmlieurance@ufl.edu

Chris Lockhart, Habitats Specialists Inc., chris@lockharts.org

Jean McCollom, Natural Ecosystems, jeanm@naples.net

Gil Nelson, Professor Emeritus, Florida State University/ iDigBio, gilnelson@bio.fsu.edu

Jennifer Possley, Fairchild Topical Botanic Garden, jpossley@fairchildgarden.org

Jimi L. Sadle, National Park Service, Everglades National Park, jimi sadle@nps.gov

Dexter Sowell, Florida State University, FNAI, dsowell@fnai.fsu.edu

Jessica Spencer, US Army Corps of Engineers, jessica.e.spencer@usace.army.mil

Arthur Stiles, Florida Park Service, arthur.stiles@dep.state.fl.us

Richard P. Wunderlin, Professor Emeritus, University of South Florida, rwunder@usf.edu

Florida Exotic Pest Plant Council's 2019 List of Invasive Plant Species

The mission of the **Florida Exotic Pest Plant Council** is to reduce the impacts of invasive plants in Florida through the exchange of scientific, educational, and technical information.

Note: The FLEPPC List of Invasive Plant Species is not a regulatory list. Only those plants listed as Federal Noxious Weeds, Florida Noxious Weeds, Florida Prohibited Aquatic Plants, or in local ordinances are regulated by law.

Purpose of the List

To provide a list of plants determined by the Florida Exotic Pest Plant Council to be invasive in natural areas of Florida and routinely update the list based upon information of newly identified occurrences and changes in distribution over time. Also, to focus attention on:

- The adverse effects exotic pest plants have on Florida's biodiversity and native plant communities,
- The habitat losses in natural areas from exotic pest plant infestations,
- The impacts on endangered species via habitat loss and alteration,
- The need for pest plant management,
- The socio-economic impacts of these plants
 (e.g., increased wildfires or flooding in certain areas),
- Changes in the severity of different pest plant infestations over time,
- Providing information to help managers set priorities for research and control programs.

www.fleppc.org

CATEGORY I

Invasive exotics that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives. This definition does not rely on the economic severity or geographic range of the problem, but on the documented ecological damage caused.

Scientific Name	Common Name	Zone	Scientific Name	Common Name	Zone
Abrus precatorius	rosary pea	c, s	Melinis repens	Natalgrass	c, s
Acacia auriculiformis	earleaf acacia	C, S	Microsorum grossum ⁴	serpent fern, wart fern	S
Albizia julibrissin	mimosa, silk tree	N, C	Microstegium vimineum	Japanese stiltgrass	N
Albizia lebbeck	woman's tongue	C, S	Mimosa pigra	catclaw mimosa	C, S
Ardisia crenata	coral ardisia	N, C, S	Nandina domestica	heavenly bamboo, nandina	N, C
Ardisia elliptica	shoebutton ardisia	C, S	Nephrolepis brownii	Asian sword fern	C, S
Asparagus aethiopicus	asparagus fern	N, C, S	Nephrolepis cordifolia	sword fern	N, C, S
Bauhinia variegata	orchid tree	c, s	Neyraudia reynaudiana	Burma reed	S
Bischofia javanica	bishopwood	c, s	Nymphoides cristata	crested floatingheart	C, S
Calophyllum antillanum	Santa Maria	S	Paederia cruddasiana	sewer vine	S
Casuarina equisetifolia	Australian-pine	N, C, S	Paederia foetida	skunk vine	N, C, S
Casuarina glauca	suckering Australian-pine	c, s	Panicum repens	torpedograss	N, C, S
Cenchrus purpureus	elephantgrass, Napier grass	N, C, S	Pistia stratiotes	water-lettuce	N, C, S
(Pennisetum purpureum)			Psidium cattleianum	stawberry guava	C, S
Cinnamomum camphora	camphor-tree	N, C, S	Psidium guajava	guava	C, S
Colocasia esculenta	wild taro	N, C, S	Pueraria montana var. lobata	kudzu	N, C, S
Colubrina asiatica	latherleaf	S	Rhodomyrtus tomentosa	downy rose-myrtle	C, S
Cupaniopsis anacardioides	carrotwood	c, s	Ruellia simplex	Mexican petunia	N, C, S
Deparia petersenii	Japanese false spleenwort	N, C	Salvinia minima	water spangles	N, C, S
Dioscorea alata	winged yam	N, C, S	Scaevola taccada	beach naupaka, half-flower	N, C, S
Dioscorea bulbifera	air potato	N, C, S	Schefflera actinophylla	schefflera, umbrella tree	C, S
Dolichandra unguis-cati	cat's-claw vine	N, C, S	Schinus terebinthifolia	Brazilian pepper	N, C, S
(Macfadyena unguis-cati)			Scleria lacustris	Wright's nutrush	c, s
Eichhornia crassipes	water-hyacinth	N, C, S	Scleria microcarpa*	tropical nutrush	c, s
Eugenia uniflora	Surinam cherry	c, s	Senna pendula var. glabrata	Christmas senna, climbing cassia	c, s
Ficus microcarpa ¹	laurel fig	c, s	Solanum tampicense	wetland night shade	C, S
Hydrilla verticillata	hydrilla	N, C, S	Solanum viarum	tropical soda apple	N, C, S
Hygrophila polysperma	green hygro	N, C, S	Sporobolus jacquemontii	West Indian dropseed	C, S
Hymenachne amplexicaulis	West Indian marsh grass	N, C, S	Syngonium podophyllum	arrowhead vine	N, C, S
Imperata cylindrica	cogongrass	N, C, S	Syzygium cumini	Java plum	C, S
Ipomoea aquatica	water-spinach	c	Tectaria incisa	incised halberd fern	S
Jasminum dichotomum	Gold Coast jasmine	C, S	Thelypteris opulenta	jeweled maidenhair fern	S
Jasminum fluminense	Brazilian Jasmine	C, S	Thespesia populnea	seaside mahoe	C, S
Lantana strigocamara ²	lantana, shrub verbena	N, C, S	Tradescantia fluminensis	small-leaf spiderwort	N, C
Ligustrum lucidum	glossy privet	N, C	Tradescantia spathacea	oyster plant	c, s
Ligustrum sinense	Chinese privet	N, C, S	Triadica sebifera	Chinese tallow-tree	N, C, S
Lonicera japonica	Japanese honeysuckle	N, C, S	(Sapium sebiferum)		, ., .
Ludwigia peruviana	Peruvian primrosewillow	N, C, S	Urena lobata	Caesar's weed	N, C, S
Lumnitzera racemosa	black mangrove	S	Urochloa mutica	paragrass	N, C, S
Luziola subintegra	Tropical American watergrass	S	Vitex rotundifolia	beach vitex	N
Lygodium japonicum	Japanese climbing fern	N, C, S	Tites rotainarjona		
Lygodium microphyllum	Old World climbing fern	N, C, S			
Manilkara zapota	sapodilla	S			
Melaleuca quinquenervia	melaleuca, paper bark	C, S			
	meialeuca, paper bark	۵, ۵			

¹Does not include *Ficus microcarpa* var. *fuyuensis*, which is sold as "green island ficus".

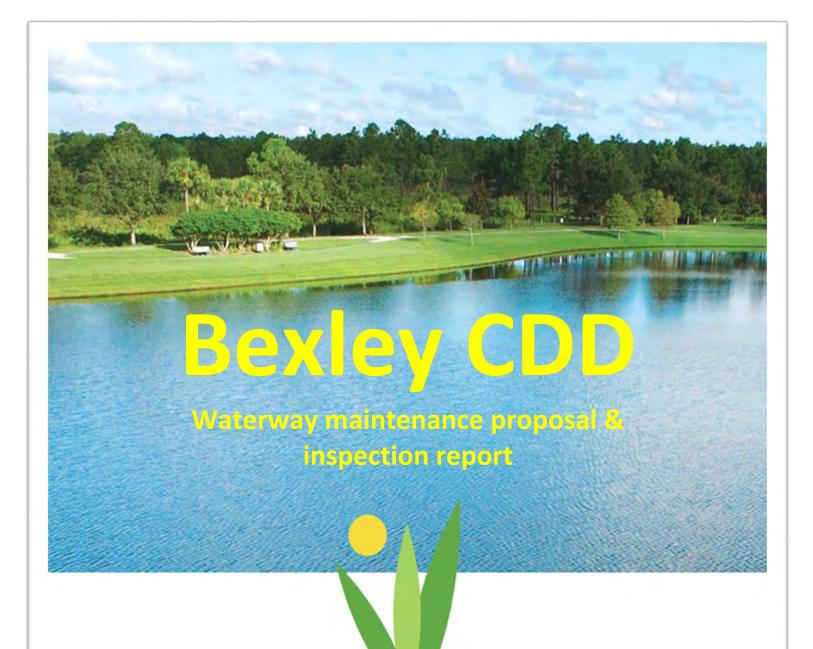
Plant names are those published in the Atlas of Florida Plants (http://www.florida.plantatlas.usf.edu). For historical species nomenclature see "Guide to Vascular Plants of Florida Third Edition." Wunderlin and Hansen, University of Florida Press. 2011.

² Historically this non-native has been referred to as *Lantana camara*, a species not known to occur in Florida.

³ Does not include the native endemic *Spermacoce neoterminalis*.

⁴ Microsorum grossum has been previously misidentified as Microsorum scolopendria.

^{*} Added to the FLEPPC List of Invasive Species in 2019.



Aquatic Weed Control, Inc.

Your CLEAR choice in waterway management since 1992.

Orlando • Tampa • Fort Myers • Daytona Beach

407-859-2020 • 800-543-6694 • www.AquaticWeedControl.net

We are Aquatic Weed Control, Inc.

Aquatic Weed Control was established in Orlando in 1992 to provide cost-effective and innovative ways to solve aquatic vegetation problems. We are headquartered in Orlando with service locations in Tampa, Ft. Myers and Daytona Beach. Our longstanding reputation for quality service and friendly staff is not an accident. It is our sound belief in combining quality service with dedication that has guided our company over the years.

Our Staff

Our employees, in the office and in the field, truly care about each client and strive to meet and exceed the client's expectations.

Teamwork is a vital part of our success.

Our clients trust AWC for a wide range of environmental services. And likewise, we're proud to work closely with our clients.

That is how we build relationships that last.





Our Clients

- · Home Owners Associations
- Property Management Companies
- · Office and Industrial Parks
- Rusinesses of all sizes
- Condominium and Apartment Complexes
- Golf Course
- Amusement Parks
- Hospitals and Hotels
- . City, County and State Agencies
- Environment Consulting Firms
- Developers and Construction Companies
- And more



Resources

Whatever the job requires, Aquatic Weed Control has what it takes.



Our fleet of **pickup trucks** are equipped with trailers that can haul an ATV, skiff or airboat. You will see them often as they travel from account to account.



ATVs, or all-terrain vehicles are the ideal equipment for spraying along the shorelines of most waterways. Our fleet is especially equipped so our technician can travel easily around a waterway.



Skiffs are small boats that are equipped with trolling motors and specialized equipment. They are ideal for larger ponds where the weeds are too far away from the shoreline to be reached by a backpack or an ATV.



An **airboat** can navigate easily through shallow swamps and marshes. They can travel over and through patches of invasive plants where a regular boat propeller would get entangled.



Backpacks are used to individually target specific non-native plants. Our technician can walk into small, tight areas where larger equipment cannot get access.



Dump trucks are built to haul heavy loads and dump them easily. When debris is removed from a site, a dump truck is ideal for hauling and disposing of debris.



Swamp buggies are made to move around in swamps. With 4-wheel drive and over-sized tires, they can easily travel over dry land, sandy soil, mud and marshes.

Our Licenses

- Florida Commercial Aquatic Plant Management
- Florida Natural Areas Weed Management
- Florida Right-of-Way Vegetation Management
- CSX Railroad Certified Contractor
- Certified Department of Environmental Protection, Stormwater Inspectors
- Department of Environmental Protection, Best Management Practices Certification



ALGAE CONTROL

Though some algae and aquatic weeds are a necessary part of a healthy ecosystem, too much is not a good thing. Algae can be especially troublesome as it is present year-round in Florida and thrives during the warmer months when it can double in size every 4 hours. Our professional aquatic weed control programs can make all of these aquatic nuisances manageable.

Algae molecules are in every waterway just waiting to be fed. Run-off and grass clippings from fertilized yards put additional nutrients into the water that can accelerate the growth of unwanted vegetation.

As part of a water management plan, we suggest:

- · Grass clippings are NOT blown into the water
- Use a phosphorus free fertilizer and do NOT fertilize within 10 feet of the shoreline

Biological controls can be introduced into an infested body of water that work day after day to assist an herbicide maintenance program in controlling algae and unwanted vegetation.

- New ponds should be dug deep enough to prevent light from reaching the bottom and located where they will not be fed nutrients that can wash down from larger nearby ponds.
- Have a good water run-off management plan in place.
 With all the rain we get in Florida this is vital. Nutrients from other sources run into a waterway and encourage new growth and stimulate any seeds in the water.
 Nutrients come from street drainage, yard debris and fertilized grass clippings.
- Plant native plants along the shoreline. Native plants
 compete with algae and other unwanted vegetation for
 nutrients and sunlight. These weed control agents also
 help oxygenate the water which promotes the breakdown
 of bacteria and provides food and protection for fish and
 water fowl.

When native plants are planted along the shoreline they act as a filtering agent. When it rains, the run-off from fertilized yards and streets hit the native plants first which soak up the nutrients before they can get into the waterway. The nutrients are often good for the plants but they are bad for a waterway.

Before



After



OTHER SERVICES WE PROVIDED

Wetlands

Florida's natural lands and water resources require special attention to keep them in their naturally functioning ecosystem condition. Some of these functions are to store floodwaters, improve water quality, maintain water flow and provide food, nesting and protection for fish and wildlife.

Aquatic Weed Control, Inc. has been developing and providing wetland programs for years. All of this experience is what brings HOAs, Builders, Commercial Developers and Consulting Firms back to us over and over again, year after

We work with the client to plan a strategy to get a wetland area cleaned up and working properly. Our experience and trained staff know which plants are aggressive and undesirable and which ones provide a benefit to any wetland.

We are always ready to work closely with the State, local agencies and the client to restore an area to as close to its natural conditions as possible by means of:

- Creation We can construct a wetland in an isolated area
- Enhancement Increase the function of an existing wetland
- Mitigation To compensate for losses to a wetland area, another wetland can be enhanced, restored or created
- Installation In Littoral areas, our trained staff will install native aquatic plants to help remove pollutants from a waterway. The plants act as a filtering agent.

You can count on the cooperation of AWC to be part of your team working hand in hand with government, environmental consulting firms and you, our client. AWC will ensure your project is a success and that a maintenance program is put in place that clearly makes a difference.



Native Plantings

Planting of native plants and trees is an area where we excel. We always work closely with our clients on any size planting project. We have an outstanding reputation for completing projects that exceed expectations.

Introducing native plants and trees into an area is an excellent way to mitigate, or offset, undesirable ecological factors. State and County governments also may require mitigation for environmental reasons including:





Wetlands impacted by development

When natural plants are removed it becomes a question of which plants will survive well in their new neighborhood without needing a lot of fertilizers and water. During construction, the land is moved around and/or more earth is brought in and the drainage usually changes. You need a company that can take all of this into consideration and help the developer make an informed decision. Plants that are native to Florida have adapted over the years to Florida's changing climate and require less water and fertilizers. Also, native trees are more likely to withstand hurricanes and tropical storms.

Preserving the ecosystem: When native plants are removed, that also removes the food, habitat and shelter for butterflies, birds and animals. Native plants preserve the natural ecosystem.

Filtering and gathering nutrients:

When native plants are planted along the shoreline of ponds and lakes, they act as a filtering agent. When it rains, the run-off carries nutrients from streets and fertilized lawns into waterways. The nutrients are often good for the plants but they are bad for a waterway. Nutrients also feed any unwanted seeds or algae close by and encourage growth.

Shoreline stabilization: Native plants that are strategically planted along a shoreline where rainwater runs off into ponds can help stabilize the shoreline and prevent erosion. The plant's roots grow and weave together acting as a web to strengthen the soil. We can help you with a selection of plants best • Identifying key access points, size of suited for this purpose.

Improving aesthetics: Native plants are an excellent choice when you want to improve the landscape around and near your waterway. As an example, Bald Cypress trees are an elegant addition to an area and since they are native, they thrive in Florida's changing climates

In addition to plant selection, a successful planting project includes:

- · Working closely with the client on a project and utilizing our experienced personnel
- Performing an on-site inspection before making any recommendations
- the area and soil conditions
- Using our knowledge of proper plant selection, size and quantities
- · Thorough follow up and maintenance

AWC's highly experienced and trained personnel will work closely with each client to make sure they have quality plants, properly installed to ensure success



Removals

Removals can be done using herbicides, mechanical and hand-held equipment or a combination of all three.

Herbicides: We use only EPA approved herbicides. Most are designed to target certain plants and kill on contact, while others are absorbed through their foliage and take about 7 – 10 days. Our technicians are thoroughly trained and licensed by the State in order to do their job properly every day for our clients.

Mechanical removal: This is an effective and efficient way to control or eliminate unwanted plants and trees. Some non-native plants grow so large that machines need to be brought onto a site to assist with the removal.

We look at all removal projects and determine which removal process will work the best. Our experienced operators can operate any kind of equipment needed to complete a project.

As we all know, getting rid of weeds or unwanted trees or shrubs is no picnic unless you have the right equipment.

Our trained staff can quickly and positively identify nuisance plants and remove them with minimal impact on neighboring native vegetation. Whether we are dealing with just a few trees or a large-scale acreage, specialized equipment enables us to get rid of these unwanted trees and remove the debris from the worksite, quickly and efficiently.

Whether it's an over-grown lakefront or an entire canal system that is clogged with growth, we have the training and expertise to make it all go away.





Erosion Control

Erosion can be a real problem during heavy rains when the water pours into waterways and causes the bank to erode. This action depletes the surface soil and causes the edges to crack and fall into the water.

Our team of experts can help the situation from getting worse and take action to repair the damage.

Erosion Blanket: These blankets consist of degradable natural threads like hemp or coconut fibers that are pinned in place along shorelines. They provide protection and promote vegetation taking root

New vegetation is planted throughout the blanketed area. The blanket holds the shoreline in place and slowly degrades as the new plants take root and control the area on their own.







Benifical fish stocking



Blue Tilapia

Blue Tilapia commonly grow to 2-4 lbs. They can grow to 5-6 lbs by the time they are 3-5 years old. The largest Blue Tilapia caught in Florida was 21 inches long and weighed 9.6 lbs! Blue Tilapia grow fast and tolerate a wide range of water conditions. They work great in aquaponics systems. They thrive in warm waters rich with vegetation and algae. They spawn when water temperatures reach 68 degrees and up. Brood size can range from 100 to 2000 eggs depending on the size of the female. The male constructs the nest and immediately after he fertilizes the eggs, the female picks them up in her mouth and swims away. Blue Tilapia primarily feed on plankton, detritus on the bottom of the lake or pond, and vegetation such as duckweed, watermeal, chara, water hyacinth, water lettuce and filamentous algae to name a few. Blue Tilapia also provide a great food source for large mouth bass because of the number of young and frequency of breeding. They can over populate if their numbers are not controlled by other fish such as bass or catfish.



Gambusia Minnow

Gambusia minnows are often called mosquito minnows because of their voracious appetite for mosquito and other insect larvae. A mature adult is said to be able to eat one hundred or more mosquito larvae in one day. They mature in as little as 8 weeks, have live birth with broods as large as 50 or more babies at a time and up to four broods a year. They can live in waters ranging from freezing to over 100 degrees with little to no oxygen saturation. Gambusia minnows also provide an ample, sustainable food source for other fish in your pond including themselves. There is little risk in them over populating because of their cannibalistic tendencies.

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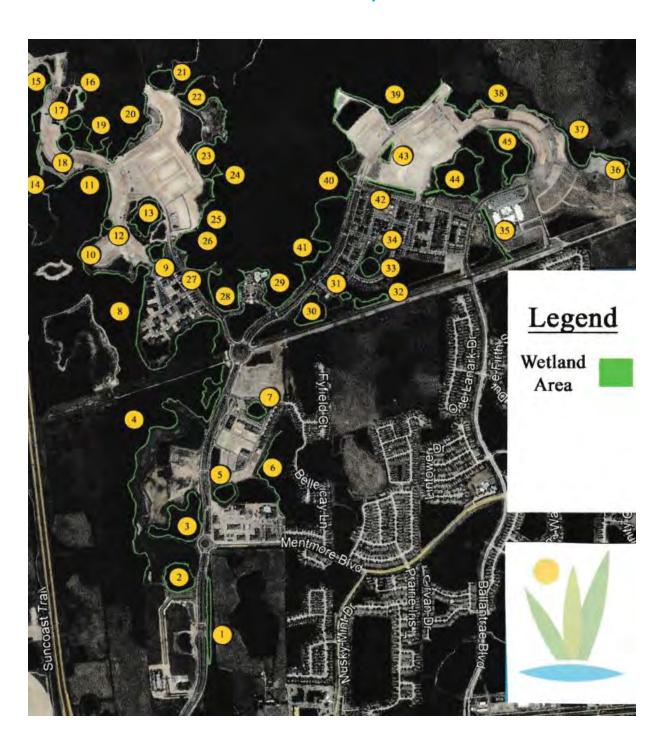
Triploid Grass Carp

Triploid Grass Carp are asian grass carp that have been altered using hydrostatic pressure prior to hatching to make them sterile (unable to reproduce). They are actually one of the largest members of the minnow family and can live up to 20 years and commonly grow to weigh 25 lbs. The largest taken in Florida was 15 years old and weighed 75 lbs! Grass carp have pharyngeal teeth that enable them to tear and grind up vegetation for consumption. This makes them especially useful for controlling aquatic vegetation here in the U.S. They are an exotic species that are available by permit only. The permit is free here in Florida, easy to obtain, and the whole process can usually be done online. If you click on the picture to the left the link will take you to the Myfwc Triploid Grass Carp permit page. Triploid Grass Carp are an excellent alternative to distributing herbicides which often cause unforeseen secondary problems such as killing off a native species of plant and allowing a non native to take over. Also, large amounts of rotting vegetation in a body of water can consume oxygen to the point of causing a fish kill.

Bexley CDD

Waterway map

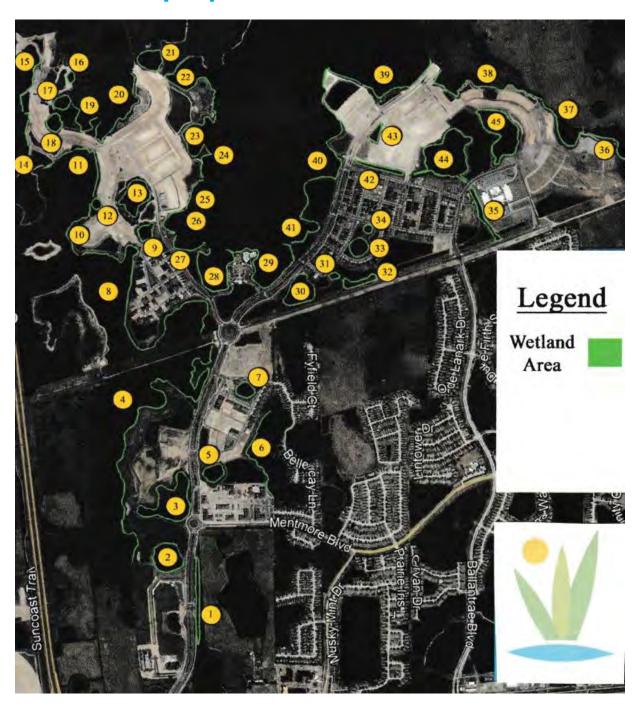
84 waterways







(45) Wetland Buffers



This inspection report was prepared for the CDD and management

By Tad Roman on Sept 6th & 12th . 2022

The following (84) ponds/lakes and (45) Wetland buffer areas were visually assessed today: Waterways 1 thru 84. Wetland 1 thru 45.

Weather was 91 deg. with partly cloudy skies.

Water levels we're normal.

Walking through the right of ways and along waters edges I did not notice any mosquitos or midge flies.

Below are the pictures and observations of the (84) waterways during our site inspection, with recommendations and maintenance proposal at the end.

Invasive & Exotic Species observed

Algae Cattails Chara Southern Naid









Pond Weed

Slender Spike Rush

Primrose







Pepper tree

Spatterdock

Torpedo Grass









Pond 1 (above)
Observed well established Duck potato and jointed spikerush.

Pond 2 (below)
Observed minor algae & well-established Jointed spike rush & Duck potato.





Pond 3 (above)
Observed moderate Chara.

Pond 4 (below)
Observed Chara, jointed spike rush starting to establish and heavy trash.





Pond 5 (above)
Observed minor torpedo grass and well est. Duck Potato & Jointed spike rush.







Pond 7 (above)
Duck potato Jointed spike rush.

Pond 8 (below)
Well est. Jointed Spike rush and moderate algae and Naid.





Pond 9 (above)
Well est. jointed spike rush Duck Potato.

Pond 10 (below)
Clean, Well est. Jointed slender spike rush & Pickerel weed.





Pond 11 (above) Clean.

Pond 12 (below)
Minor slender spike rush, well est. Duck potato getting established.





Pond 13 (above) Moderate to heavy torpedo grass.

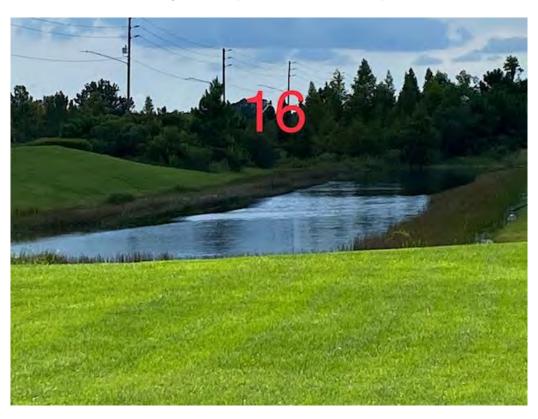
Pond 14 (below) Moderate slender spike rush, Chara, torpedo grass and algae.





Pond 15 (above)
Well est. Jointed spike rush & Duck Potato and minor algae.

Pond 16 (below)
Well est. jointed spike rush and duck potato.





Pond 17 (above)
Recently treated torpedo grass & sesbania.

Pond 18 (below) Observed Chara JPR (jointed spike rush).





Pond 19 (above) Minor algae well est. JPR.

Pond 20 (below) Well est. JSR.





Pond 21 (above) Minor torpedo grass and algae.

Pond 22 WAS NOT ON MAP

> Pond 23. No picture



Pond 24 (above) Minor Torpedo Grass.

Pond 25 (below) Clean.





Pond 26 (above) Minor Torpedo Grass

Pond 27 (below)
Minor alligator weed & Torpedo Grass.





Pond 28 (above) Clean, well est. jointed spike rush Duck Potato.

Pond 29 (below) Clean.





Pond 30 (above)
Well established smart weed.

Pond 31 (below) Coontail & cattail.





Pond 32 (above) Heavy Torpedo Grass, Scurpis.

Pond 33 (below) Looked good.





Pond 34 (above) Looked good.

Pond 35 (below) Moderate algae.





Pond 36 (above) Conservation Minor Torpedo grass.

Pond 37 (below) Clean.





Pond 38 (above) Clean.

Pond 39 (below) Surrounded with all native vegetation.





Pond 40 (above) Moderate algae & Southern Naid.

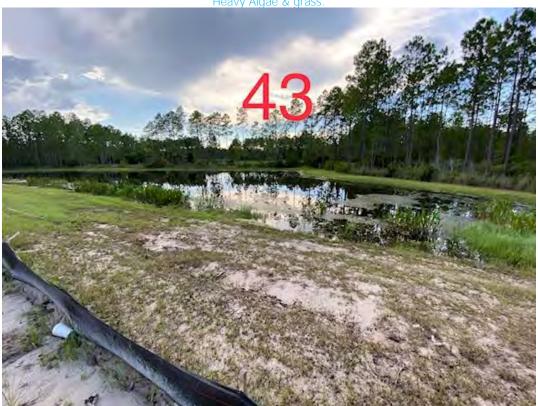
Pond 41 (below) Moderate algae.





Pond 42 (above) Minor algae Well est. JSR.

Pond 43 (below) Heavy Algae & grass.





Pond 44 (above) Min. algae

Pond 45 (below) Moderate Algae.





Pond 46 (above) Conservation Minor Torpedo Grass.

Pond 47 (below) Clean.





Pond 48 (above) Minor algae

Pond 49 (below) Well est. natives





Pond 50 (above) Minor algae.

Pond 51 (below) Minor algae.





Pond 52 (above) Heavy algae.





Pond 54 (above) Minor algae.

Pond 55 (below) Moderate algae, Torpedo grass and cattails.





Pond 56 (above) Minor algae, Torpedo grass few cattails.

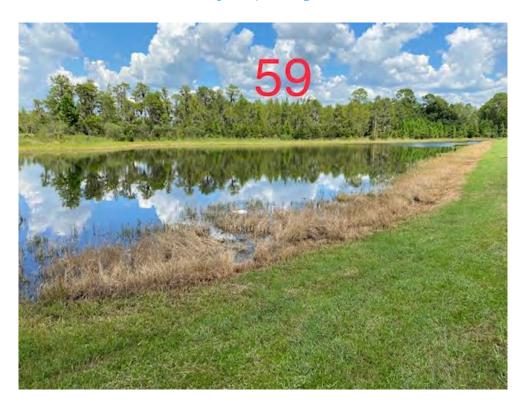
Pond 57 (below) Heavy Slender spike rush & algae.





Pond 58 (above) Heavy slender spike rush, algae and Naid.

Pond 59 (below) Heavy torpedo grass.





Pond 60 (above) Moderate torpedo grass.

Pond 61 (below) Minor torpedo grass.





Pond 62 (above) Minor algae.

Pond 63 (below) Heavy torpedo grass & Naid.





Pond 64 (above) Minor torpedo grass.

Pond 65 (below)
Minor torpedo grass & alligator weed.





Pond 66 (above) Minor algae.

Pond 67 (below) Minor torpedo grass.





Pond 68 (above) Minor algae.

Pond 69 (below)
Heavy algae, southern Naid and minor torpedo grass.



Pond 70 (3 pic's below)
Heavy Naid, algae and minor torpedo grass.









Pond 71 (above) Moderate algae and a few cattails.

Pond 72 (below) Minor Torpedo grass.





Pond 73 (above) Clean.

Pond 74 (below) Clean.





Pond 75 (above) Minor algae.

Pond 76 (below) Minor algae.





Pond 77 (above) Clean

Pond 78 (below)
Minor shrubs and cattails.





Pond 79 (above) Minor algae.

Pond 80 (below) Heavy shrubs.





Pond 81 (above) Minor cattails & grasses.

Pond 82 (below) Minor grass





Pond 83 (above) Minor shrubs.

Pond 84 (below) Minor grass and trash.



Our Recommendations

- Implement a routine maintenance program with treatment reports.
- Target all invasive and exotic vegetation in all waterways and wetland buffer areas stated above.
- Monitor all ponds for algae growth and target on contact.



Aquatic Weed Control, Inc.

Your CLEAR Choice in Waterway Management Since 1992

THIS AGREEMENT made the dates set forth below, by and between Aquatic Weed Control, Inc. hereinafter "AWC", and

Bexley CDD c/o Rizzetta & Company 3434 Colwell Ave. suite 200 Tampa, FL. 33614

10/01/2022 - 09/30/2023

Tampa, FL. 33614
Jennifer Goldyn 813-533-2950 <u>JGoldyn@rizzetta.com</u>

Hereinafter called "CUSTOMER". The parties agree to as follows:

AWC agrees to maintain the following waterway(s)treatment area(s) in accordance with the terms and conditions of this agreement.

(84) waterways & (54) Wetland buffers associated with Bexley CDD

- Initial startup charge
- Shoreline grass and brush control
- Submersed and floating vegetation control once a week inspection
- Wetland buffer areas
- Additional treatments as required by AWC
- A monthly report of all waterways treated

- \$ N/A
- \$ 6,987.00 (monthly)
- 5 Included
- \$ 4,875.00 (quarterly)
- \$ Included
- \$ Included

Total annual investment \$ 103,344.00

Scheduled waterway treatments will be provided monthly (approximately once every 30 days), with once-a-week inspections, any growth of cattails, phragmites, or algae will be treated at time of service with appropriate herbicides. Scheduled wetland buffers will be provided quarterly (approximately once every 90 days),

Trash and light debris will be removed from the ponds during each service and disposed of off-site. Any large items or debris that is not easily and reasonably removable by one person will be removed with the customer's approval for an addition fee. Routine trash and debris removal service are for ponds only and do not include trash removal from the surrounding terrestrial (dry land) areas.

Payments for this service will be in equal and consecutive monthly installments, each due within 30 days of the invoice date. Unpaid invoices will accrue interest at 1.5% per month.

AWC maintains 2 million dollars general liability, 1 million dollars commercial auto, pollution liability, herbicide/pesticide operations, watercraft liability, workers compensation and 5 million dollars excess umbrella. Certificates will be provided upon request.

ACCEPTANCE OF AGREEMENT

iatic Weed Control, Inc.	Customer's Signature	Title
	Print Signature	Date
	Print Company Name	



Aquatic Weed Control, Inc.

Tour 11.5 Choice in Weterway Management Since 1992

Addendum to Water Management Agreement

- AWC's Water Management Agreement will be conducted in a manner consistent with good water management practice utilizing the following methods and techniques when applicable: Periodic treatments to maintain reasonable control of excessive growth of aquatic vegetation. CUSTOMER understands that some vegetation is required in any body of water to maintain a balanced aquatic ecological system.
- It is CUSTOMER'S responsibility to notify AWC of all work areas that are required mitigation areas in which desirable plants have been installed. AWC assumes no responsibility for damaged plants where CUSTOMER has failed to notify AWC.
- Price quoted is null and void if signed agreement is not returned to AWC within 30 days of proposal date.
- 4. Water use restrictions after treatment are not often required. When restrictions are required, AWC will notify CUSTOMER in writing of all restrictions that apply. AWC will not be held liable for damages resulting from CUSTOMER'S failure to follow water use restrictions.
- AWC will not be responsible for the manual removal of dead vegetation such as cattails and grass which may take several seasons to decompose.
- 6. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in the performance of any obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or other cause beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
- 7. * Upon the anniversary date, this agreement will be automatically extended for additional twelve (12) month periods unless CUSTOMER provides written notice stating otherwise.
 8. Either party may cancel this agreement with 30 days prior written notice. Upon cancellation, all
- 8. Either party may cancel this agreement with 30 days prior written notice. Upon cancellation, all outstanding balances will be due in full. CUSTOMER agrees to notify AWC in writing prior to any changes in ownership or property management. Changes in ownership or property management will not constitute termination of this agreement.
- constitute termination of this agreement.

 9. AWC agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of AWC; however, AWC shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause beyond our control.
- 10. CUSTOMER agrees to pay AWC in a timely manner, consistent with the terms and conditions of this agreement. Should CUSTOMER fail to make timely payments, AWC may, at its option, charge interest, impose a collection charge and/or file a mechanics lien for all monles past due plus interest, collection costs and reasonable attorney's fees.
- 11. CUSTOMER agrees to pay any government- imposed tax including sales tax.

ACCEPTANCE OF ADDENDUM

Tal Rosa		
Aquatic Weed Control, Inc.	Customer's Signature	Date

Bexley CDD & Management

THANK YOU FOR YOUR TIME AND YOUR CONSIDERATION!



Tad Roman

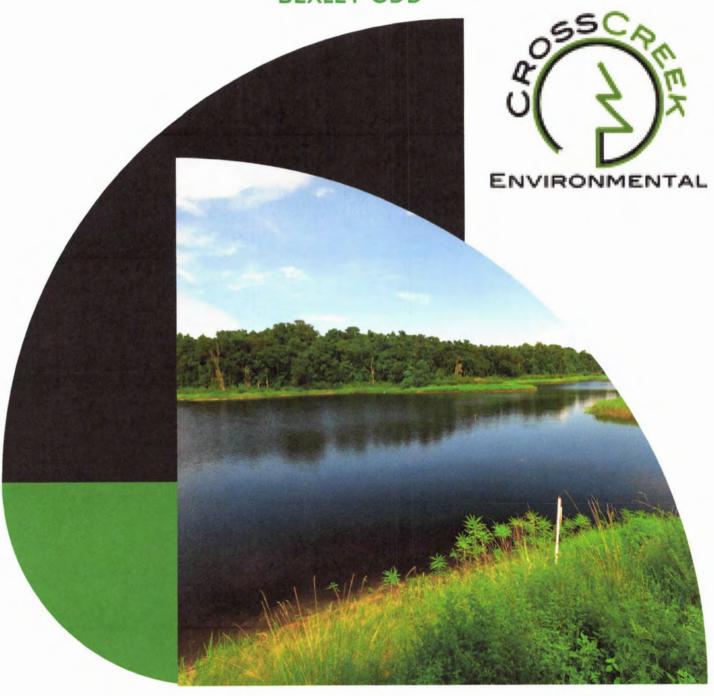
407-402-3309 Troman@aquaticweedcontrol.net

Jason Marks
Operations manager
813-220-9069
Jmarks@aquaticweedcontrol.net

For more information on AWC please visit: www.Aquaticweedcontrol.net

BEXLEY

BEXLEY CDD



STORMWATER POND MAINTENANCE



Crosscreek Environmental, Inc 111 Palmview Road Palmetto, FL 34221 P: 941.479.7811 F: 941.479.7812

www.crosscreekenvironmental.com

Bexley CDD Land O' Lakes, Florida



Proposal for Pond and Waterway Management Services

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Crosscreek Environmental, Inc 111 Palmview Road Palmetto, FL 34221 P: 941.479.7811 F: 941.479.7812

www.crosscreekenvironmental.com

Contractor Qualifications

Crosscreek Environmental, Inc. is a leader in quality lake and wetland management services. We strive to develop environmentally conscious methods of providing aquatic waterway management. Our staff of highly trained and licensed technicians and service managers is ready to provide quality service and complete customer satisfaction. Our offices are conveniently located near Bexley CDD and will be staffed with adequate equipment and personnel to complete this project. This proposal provides the professional credentials of our designated project manager, as well as examples of relevant experience demonstrating our ability to handle a project of this nature.

Company Profile

Crosscreek Environmental, Inc. is a full-scale restoration company located in South West Florida. With over 150 years of combined management experience, Crosscreek Environmental provides comprehensive, environmentally friendly, expert solutions for maintaining the beauty and health of Florida's ponds, lakes, wetlands, and shorelines. Our licensed, certified, and highly qualified team provides a full roster of services for stabilization, restoration, management, and maintenance of these valuable waterways. We serve developers, government municipalities, homeowners associations, and management companies, successfully implementing the entire project lifecycle. From engineering and design to permitting, installation, management, and maintenance, we're helping our clients restore, protect, and manage Florida's most valuable resource: water.

Our extensive repeat business testifies to our reliability and expertise, and we're determined to earn new business through rapid response, quick turnaround, generous communications, consistent follow-up, and successful results. Our commitment to excellent customer service is backed by solid scientific knowledge, experience, and one-stop services including:

- Lake bank restoration
- Lake maintenance
- Erosion control
- Wetland mitigation
- Wetland creation
- Wetland management
- Wetland maintenance
- Littoral shelf planting
- Florida native nursery
- Florida native plants
- Shoreline restoration
- Shoreline erosion control



Crosscreek Environmental, Inc 111 Palmview Road Palmetto, FL 34221 P. 941.479.7811 F. 941.479.7812

www.crosscreekenvironmental.com

Equipment & Tools

Crosscreek Environmental has one of the most extensive and diversified group of equipment that has been custom designed for Stormwater System and Wetland Management. This includes:

- 25 4-wheel drive Pickup Trucks
- 3 Dump Trailers- 10 yd capacity each
- 2 Skid Steers
- 12 Custom Built Spray Mules
- 2 12inch Woodchippers
- 1 Menzi Muck Machine
- 6 Custom Built Spray-Rigged Airboats & John Boats
- Chainsaws, machetes and other applicable tools
- 6 Portable Dredges
- 1 Full Size Dredge

Safety and Training

Some divisions of Crosscreek Environmental, Inc work in potentially very hazardous conditions. There is no job so important, no service so urgent, that we cannot take time to perform our jobs safely. Safety will always be a critical and paramount part of our company's culture.

Rigorous safety and training programs are fundamental to our business philosophy. We are an active participant in numerous national and industry-specific safety organizations, and have an active Safety Committee. Safety is one of the key measures on our staff's annual performance ratings. We at Crosscreek Environmental, Inc. have a drug-free workplace with a zero-tolerance policy.

A core training program is completed by all staff before project start-up wherein safety is a major component. This training is reinforced throughout the year with formal monthly safety meetings, as well as weekly field training and daily briefings. The training includes classroom and practical sessions to ensure 'book' learning is converted into knowledge that is used in the field.

QA/QC and Customer Service

Our Quality Assurance and Quality Control Programs are second-to-none. Crosscreek Environmental, Inc. is dedicated to continuous improvement in all facets of our operations, evaluating even those that are performing well, to ensure there are no further improvements that can be made. We continually strive to identify better processes, materials and procedures for accomplishing our work. One of our core business philosophies is to continually look to the future and anticipate problems that may arise and be ready with the appropriate solution.



Crosscreek Environmental, Inc 111 Palmview Road Palmetto, FL 34221 P: 941.479.7811 F: 941.479.7812

www.crosscreekenvironmental.com

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Personnel Qualifications/Professional Licenses

All Crosscreek Environmental managers and spray technicians are required to be licensed to apply pesticides within the state they are working and are trained annually in identification and application techniques for aquatic vegetation management. Some personnel credentials available for this project are:

Licenses

- Aquatic, Right-of-Way, Demonstration and Research, and Natural Areas
- · Florida Public Health Pest Control · Florida DEP Stormwater Management Inspector

Educational Degrees

- Bachelors in Fisheries Biology and General Biology
- Bachelors in Limnology (Water Chemistry)
- Bachelors in Environmental Horticulture

Project Management

Carlton Campbell/ President/CEO

Mr. Campbell has over Thirty (30) years in the environmental field. He was the co-founder of Aquatic Plants of Florida in 1996 and later founded Crosscreek Environmental. He attended South Florida University where he received a degree in Environmental Science. Carlton is a hands-on President and wants to always make sure his customers are happy, and his employees are taken care of.

Derek Wagner/ General Manager

Mr. Wagner has twenty (20) years' experience with erosion control and aquatic/wetland vegetation and management and is the General Manager of Crosscreek Environmental. He oversees all operations of the company including scheduling, staffing, and budgeting of projects and is certified as a Stormwater Management Inspector. His experience and training allow him to act as resident biologist for this project.



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George Bowling/ Sales Manager

Mr. Bowling has been in the industry serving the stormwater community for over twenty-five (25) years. He is fully trained in identifying customers' needs and helping them develop the appropriate plan to manage their needs. He is also fully licensed and trained in aquatic & natural areas herbicide applications. His experience provides a unique opportunity for all customers and their daily stormwater needs.

Matt Jones/ Operations Manager

Mr. Jones has detailed and unique experience and education in all aspects of the environmental services we offer. Mr. Jones is responsible for safety compliance for the entire company and training coordination of personnel. He handles the field coordination of schedules and ensuring that customers concerns are addressed in a timely manner.

Crosscreek Environmental is experienced at managing multiple erosion control/wetland/aquatic projects for several customers across Florida. Our mangers will simply incorporate this project into the scheduling with other current projects to allow for completion in a timely fashion. Personnel and equipment can be drawn from other locations to ensure the proper staffing for this project. Crosscreek Environmental is dedicated to providing the resources necessary to complete this project in the required timeframe.

Relevant Projects/Experiences

Following are relevant specific references which show the diversity of skills Crosscreek Environmental, Inc. will bring to this project.

JOB TITLE: WATERFORD LAKES COMMUNITY

SCOPE OF WORK: MONTHLY MAINTENANCE OF ALL PONDS ONSITE (115 ACRES) INCLUDING WETLANDS (45 ACRES)

AND PRESERVE AREAS. REMOVAL OF INVASIVE VEGETATION FROM PONDS AND PLANTING OF

NATIVE VEGETATION.

WORK COMPLETED ON: ON GOING PROJECT TOTAL: \$150,000+ KEN ZOOK

EMAIL: KEN.ZOOK@MYWATERFORDLAKES.ORG

PHONE: 407 380 3803

JOB TITLE: RIDGEWOOD LAKES - DEL WEBB

SCOPE OF WORK: MONTHLY MAINTENANCE OF ALL PONDS ONSITE (105 ACRES) INCLUDING WETLANDS (35 ACRES)

AND PRESERVE AREAS. REPAIR AND RESTORATION OF SHORELINE USING 7' GEOTOBE. REMOVAL

OF INVASIVE VEGETATION FROM PONDS AND PLANTING OF NATIVE VEGETATION.

WORK COMPLETED ON: ON COMPROJECT TOTAL: \$450

CONTACT:

ON GOING \$450,000+ BRINDA FOSTER

EMAIL: BFOSTER@VESTAPROPERTYSERVICES.COM

PHONE: 407 872 7608



Crosscreek Environmental, Inc 111 Palmview Road Palmetto, FL 34221

P: 941 479 7811 F: 941 479 7812

www.crosscreekenvironmental.com

JOB TITLE: ARBOR GREENE CDD

SCOPE OF WORK: MONTHLY MAINTENANCE OF ALL PONDS ONSITE. RESTORATION OF SHORELINE UTILIZING

GEOTUBE AND AQUASCAPING

WORK COMPLETED ON: ON GOING PROJECT TOTAL: \$200,000+

CONTACT: JASON VON MERVELDT

EMAIL: JASONV@ARBORGREENE.COM

PHONE: 407 234 8866

JOB TITLE: TURTLE ROCK OF PALMER RANCH

SCOPE OF WORK: MONTHLY MAINTENANCE OF ALL PONDS ONSITE (145 ACRES) INCLUDING WETLANDS (75 ACRES)

AND PRESERVE AREAS. REPAIR AND RESTORATION OF SHORELINE USING 7' GEOTOBE. REMOVAL

OF INVASIVE VEGETATION FROM PONDS AND PLANTING OF NATIVE VEGETATION.

WORK COMPLETED ON: ON GOING PROJECT TOTAL: \$250,000+ CONTACT: DAVID BRYAN

EMAIL: PRESIDENT@MYTURTLEROCK.COM

PHONE: 901 786 8680

JOB TITLE: GREYHAWK LANDING CDD

SCOPE OF WORK: MONTHLY MAINTENANCE OF ALL PONDS ONSITE (180 ACRES) INCLUDING WETLANDS (80 ACRES)

AND PRESERVE AREAS. REPAIR AND RESTORATION OF SHORELINE USING 7' GEOTOBE. REMOVAL

OF INVASIVE VEGETATION FROM PONDS AND PLANTING OF NATIVE VEGETATION.

WORK COMPLETED ON: ON GOING

PROJECT TOTAL: \$150,000+ ANNUALLY CONTACT: CARLEEN FERRO NYALKA

EMAIL: FIELDMGR@GREYHAWKCDD.ORG

PHONE: 941 746 6670

JOB TITLE: GATEWAY CDD

SCOPE OF WORK: MONTHLY MAINTENANCE OF APPROXIMATELY 425 ACRES OF LAKES AND 300 ACRES OF WETLANDS

THROUGHOUT THE COMMUNITY. REGULAR UPKEEP OF OVER 50 FOUNTAINS AND AERATION

SYSTEMS ONSITE AS WELL,

WORK COMPLETED ON: ON GOING

PROJECT TOTAL: \$302,000 ANNUALLY

CONTACT: ELLE HARRIS

EMAIL: ELLE.HARRIS@GATEWAYDISTRICT.ORG

PHONE: 239 898 6312



111 61st Street East Palmetto, FL 34221

Date	Estimate #
9/13/2022	9383

Name / Address

Bexley CDD c/o Rizzetta & Co. 2700 S. Falkenburg Rd, Suite 2745 Riverview, FL 33578 Attn: Jennifer Goldyn

Description

Monthly stormwater pond maintenance of nuisance and exotic vegetation located within perimeter of the eighty three (83) ponds onsite. Treatments to occur once a week for a total of fifty two (52) visits per year.

Maintenance services to include the following:

- * Algae control
- * Floating vegetation control
- * Shoreline vegetation control
- * Submersed vegetation control
- * Aquatics consulting
- * Electronic management reporting with pictures
- * Littoral shelf maintenance
- * Installation of up to 1,000 free beneficial aquatic plants per year
- * Lifetime warranty on all erosion control work as long as Crosscreek Environmental is the onsite vendor
- * One (1) FREE day of a 5 man wetland crew each month to do any aquatic work the board/manager requests (\$2,500 value)

Total maintenance cost = \$7,990 Monthly (\$95,880 Annually)

If the customer is not satisfied with the aquatic service provided, and the state of the aquatic management area declines due to Crosscreek Environmental Inc. negligence, the customer has full right to cancel the service with no less than 45 days written notice to Crosscreek Environmental Inc.

Please sign and return if accepted

BEXLEY

BEXLEY CDD



WETLAND BUFFER MAINTENANCE



Bexley CDD Land O' Lakes, Florida



Proposal for Wetland Management Services

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Safety and Training	Page	3
QA/QC	Page	3
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Relevant Experience	Page	5
Contractor Information and Pricing	Page	7



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Contractor Qualifications

Crosscreek Environmental, Inc. is a leader in quality lake and wetland management services. We strive to develop environmentally conscious methods of providing aquatic waterway management. Our staff of highly trained and licensed technicians and service managers is ready to provide quality service and complete customer satisfaction. Our offices are conveniently located near Bexley CDD and will be staffed with adequate equipment and personnel to complete this project. This proposal provides the professional credentials of our designated project manager, as well as examples of relevant experience demonstrating our ability to handle a project of this nature.

Company Profile

Crosscreek Environmental, Inc. is a full-scale restoration company located in South West Florida. With over 150 years of combined management experience, Crosscreek Environmental provides comprehensive, environmentally friendly, expert solutions for maintaining the beauty and health of Florida's ponds, lakes, wetlands, and shorelines. Our licensed, certified, and highly qualified team provides a full roster of services for stabilization, restoration, management, and maintenance of these valuable waterways. We serve developers, government municipalities, homeowners associations, and management companies, successfully implementing the entire project lifecycle. From engineering and design to permitting, installation, management, and maintenance, we're helping our clients restore, protect, and manage Florida's most valuable resource: water.

Our extensive repeat business testifies to our reliability and expertise, and we're determined to earn new business through rapid response, quick turnaround, generous communications, consistent follow-up, and successful results. Our commitment to excellent customer service is backed by solid scientific knowledge, experience, and one-stop services including:

- · Lake bank restoration
- Lake maintenance
- Erosion control
- Wetland mitigation
- Wetland creation
- Wetland management
- Wetland maintenance
- Littoral shelf planting
- Florida native nursery
- Florida native plants
- Shoreline restoration
- Shoreline erosion control



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Equipment & Tools

Crosscreek Environmental has one of the most extensive and diversified group of equipment that has been custom designed for Stormwater System and Wetland Management. This includes:

- 25 4-wheel drive Pickup Trucks
- 3 Dump Trailers- 10 yd capacity each
- 2 Skid Steers
- 12 Custom Built Spray Mules
- 2 12inch Woodchippers
- 1 Menzi Muck Machine
- 6 Custom Built Spray-Rigged Airboats & John Boats
- Chainsaws, machetes and other applicable tools
- 6 Portable Dredges
- 1 Full Size Dredge

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AND PRESERVE AREAS. REMOVAL OF INVASIVE VEGETATION FROM PONDS AND PLANTING OF

NATIVE VEGETATION.

WORK COMPLETED ON: ON GOING PROJECT TOTAL: \$150,000+ KEN ZOOK

EMAIL: KEN.ZOOK@MYWATERFORDLAKES.ORG

PHONE: 407 380 3803

JOB TITLE: RIDGEWOOD LAKES - DEL WEBB

SCOPE OF WORK: MONTHLY MAINTENANCE OF ALL PONDS ONSITE (105 ACRES) INCLUDING WETLANDS (35 ACRES)

AND PRESERVE AREAS. REPAIR AND RESTORATION OF SHORELINE USING 7' GEOTOBE. REMOVAL

OF INVASIVE VEGETATION FROM PONDS AND PLANTING OF NATIVE VEGETATION.

WORK COMPLETED ON: ON GOING PROJECT TOTAL: \$450,000+ CONTACT: BRINDA FOSTER

EMAIL: BFOSTER@VESTAPROPERTYSERVICES.COM

PHONE: 407 872 7608



Crosscreek Environmental, Inc. 111 Palmview Road Palmetto, FL 34221 P: 941.479.7811 F: 941,479,7812

ARBOR GREENE CDD JOB TITLE:

MONTHLY MAINTENANCE OF ALL PONDS ONSITE. RESTORATION OF SHORELINE UTILIZING SCOPE OF WORK:

GEOTUBE AND AQUASCAPING

ON GOING WORK COMPLETED ON: \$200,000+ PROJECT TOTAL:

JASON VON MERVELDT CONTACT:

JASONV@ARBORGREENE.COM EMAIL:

407 234 8866 PHONE:

TURTLE ROCK OF PALMER RANCH JOB TITLE:

MONTHLY MAINTENANCE OF ALL PONDS ONSITE (145 ACRES) INCLUDING WETLANDS (75 ACRES) SCOPE OF WORK:

AND PRESERVE AREAS. REPAIR AND RESTORATION OF SHORELINE USING 7' GEOTOBE. REMOVAL

OF INVASIVE VEGETATION FROM PONDS AND PLANTING OF NATIVE VEGETATION.

ON GOING WORK COMPLETED ON: \$250,000+ PROJECT TOTAL: DAVID BRYAN CONTACT:

PRESIDENT@MYTURTLEROCK.COM EMAIL:

901 786 8680 PHONE:

GREYHAWK LANDING CDD JOB TITLE:

MONTHLY MAINTENANCE OF ALL PONDS ONSITE (180 ACRES) INCLUDING WETLANDS (80 ACRES) SCOPE OF WORK:

AND PRESERVE AREAS. REPAIR AND RESTORATION OF SHORELINE USING 7' GEOTOBE. REMOVAL

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ON GOING WORK COMPLETED ON:

\$150,000+ ANNUALLY PROJECT TOTAL: CARLEEN FERRO NYALKA CONTACT:

FIELDMGR@GREYHAWKCDD.ORG EMAIL:

941 746 6670 PHONE:

GATEWAY CDD JOB TITLE:

MONTHLY MAINTENANCE OF APPROXIMATELY 425 ACRES OF LAKES AND 300 ACRES OF WETLANDS SCOPE OF WORK:

THROUGHOUT THE COMMUNITY. REGULAR UPKEEP OF OVER 50 FOUNTAINS AND AERATION

SYSTEMS ONSITE AS WELL.

ON GOING WORK COMPLETED ON:

\$302,000 ANNUALLY PROJECT TOTAL:

CONTACT: **ELLE HARRIS**

ELLE.HARRIS@GATEWAYDISTRICT.ORG EMAIL:

239 898 6312 PHONE:



111 61st Street East Palmetto, FL 34221

Date	Estimate #
9/13/2022	9385

Name / Address

Bexley CDD c/o Rizzetta & Co. 2700 S. Falkenburg Rd, Suite 2745 Riverview, FL 33578 Attn: Jennifer Goldyn

Description

Quarterly wetland maintenance of nuisance and exotic vegetation located within perimeter of the forty one (41) wetlands onsite. Treatments to occur once a quarter for a total of four (4) visits per year.

Wetland maintenance includes control of: Brazilian Pepper, Maleluca, Australian Pines, Old World, Climbing Fern, Cattails, Torpedo Grass, Phragmites, Watery Hyacinth, Water Lettuce, Dog Fennel, Ceasarweed, Downey Rose Myrtle, and all exotics on the category 1 and 2 EPPC list.

Electronic Management Reporting with Pictures to be completed following each maintenance event

Total maintenance cost = \$21,000 Quarterly (\$84,000 Annually)

There will be an additional discount applied to this contract in the annual amount of \$6,000 if both the pond & wetland contracts are executed together

If the customer is not satisfied with the aquatic service provided, and the state of the wetland management area declines due to Crosscreek Environmental Inc. negligence, the customer has full right to cancel the service with no less than 45 days written notice to Crosscreek Environmental Inc.

Please sign and return if accepted



Sitex Aquatics llc. Is a full service aquatic management company that specializes in the control and prevention of nuisance aquatic weeds, underwater vegetation and various types of algae.

We typically offer a monthly maintenance programs for a wide variety of clients that include: CDD's, HOA's, golf courses, municipalities & more. In addition to the aquatic weed control, our services address everything that typically needs to be done around a pond including: Fountain Installation & Maintenance, Wetland/Mitigation maintenance, fish stocking, mechanical removal of plant material, installation of beneficial aquatic plants, pond dye applications, mosquito/midge fly control, and clarification of muddy water.

Our staff members are all licensed applicators and regularly update their knowledge though seminars and continuing education programs. We continue to stay current in the latest advancements in our area of expertise and pass the benefits of the knowledge to our many clients.

Servicing the whole state of Florida since 2016, we offer fast, efficient, reliable and affordable service that will meet your needs and assure your satisfaction. Our customer base has grown steadily over time because our clients have come to trust us and have experienced the benefits of our services.

Sincerely,

Joe Craig President Sitex Aquatics Ilc. 407.717.5851 joe@sitexaquatics.com www.sitexaquatics.com



Aquatic Management Agreement

his agreement is between Sitex Aguati	cs. LLC. Hereafter called Sitex and	Bexlev CDD hereafter called "customer"
---------------------------------------	-------------------------------------	--

Customer:	Bexley CDD			
C/O:	Rizzetta & Company			
Contact:	Mrs. Jennifer Goldyı			
Address:		Pkwy Riverview, FL 33578		
Email:	tjgoldyn@rizzetta.co	om		
Phone:	813.533.2950			
_	to provide aquatic mana ment in the following sit	-	iod of 12 months In accordance wi	th the terms and conditions
Eighty-Three	(83) Ponds (218acres) a	t the Bexley community lo	cated in Land O Lakes, FL (see att	ached map)
Customer ag	rees to pay Sitex the foll	lowing amounts during the	e term of this agreement for the sp	ecific service:
	eline Grass and Brush C		Included	
	rwater, Floating and Alg	ae Treatment	Included	
	Dye As needed		Included	
	ervices Performed by Sta		Included	
	ment Report Issued Mor	_	Included	
	of EPA Regulated Materia e callback service as nee		Included	
•	e caliback service as nee I trash items i.e cups, pla		Included Included	
	, , , , , , , , , , , , , , , , , , ,			
Service shall	consist of forty-eight (4	8) inspections a year with	treatments as needed.	
_		lowing amount during the as per Term and Condition	term of this agreement which shal s:	l be 01/01/23 thru 01/01/24
-	v Service Amount: Maintenance Cost:	\$10,065.00 \$120,780.00		
Invoice is du	e and payable within 30	days. Overdue accounts n	nay accrue a service charge.	
	knowledges that he/she re incorporated in this a		ith the additional terms and condit	ions printed on the reverse
			Joseph T. Craig	09/18/2022
Accepted By		Date	President, Sitex Aquatics IIc.	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 though 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.

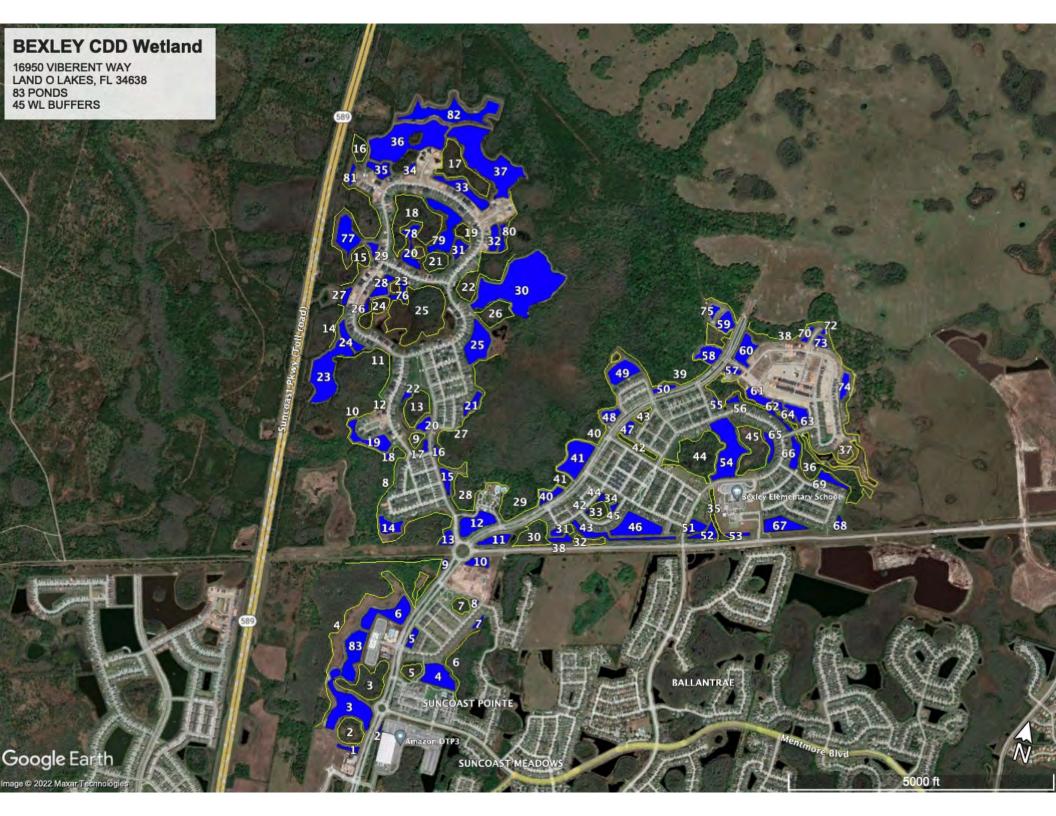
Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other 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.





Wetland Management Agreement

This agreement is between	Sitex Aquatics	LLC Hereafter called	Sitex and Reviev CDD	hereafter called "customer"

Customer:	Bexley CDD
-----------	------------

C/O: Rizzetta & Company
Contact: Mrs. Jennifer Goldyn

Address: 9428 Camden Field Pkwy Riverview, FL 33578

Email: tjgoldyn@rizzetta.com

Phone: 813.533.2920

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:

Forty-five (45) 15' Wetland Buffers (31acres) located at Bexley Community in Land O Lakes, FL (see attached map)

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

1.	Herbicide treatment of Category 1 & 2 invasive species	Included
2.	Treatment includes Kill in Place on 15' buffer	Included
3.	All Services Performed by State Licensed Applicator	Included
4.	Treatment Report Issued After Each Visit	Included
5.	Use of EPA Regulated Materials Only	Included
6.	Non-construction Trash	Included

Service shall consist of Four (4) treatments a year as needed.

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 01/01/23 thru 01/01/24 Agreement will automatically renew as per Term and Conditions:

Quarterly Wetland Service: \$7,490.00 Total Annual Maintenance Cost: \$31,760.00

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.

		Joseph T. Craig	09/18/2022
Accepted By	Date	President, Sitex Aquatics IIc.	Date

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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.

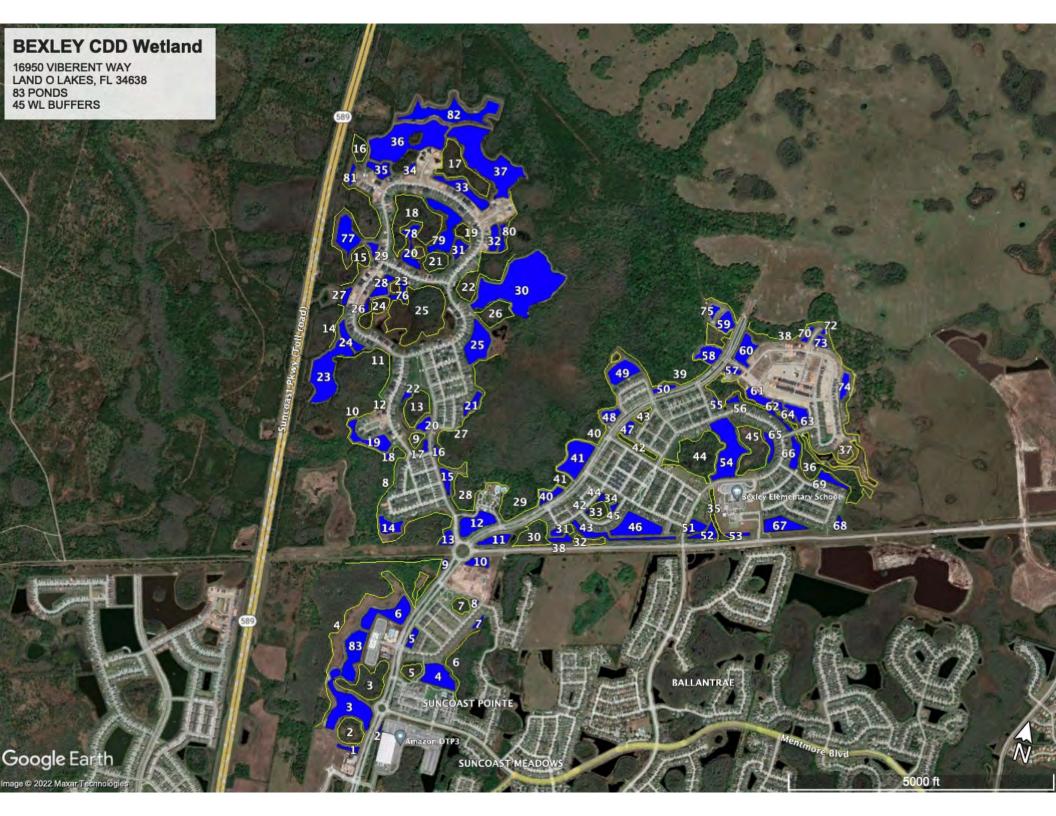
Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other 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.





MONTHLY REPORT

SEPTEMBER 1, 2022



BEXLEY CDD

Inspection Date:

August 30, 2022

Prepared For:

Jennifer Goldyn

Prepared By:

Bert Tony Smith General Manager

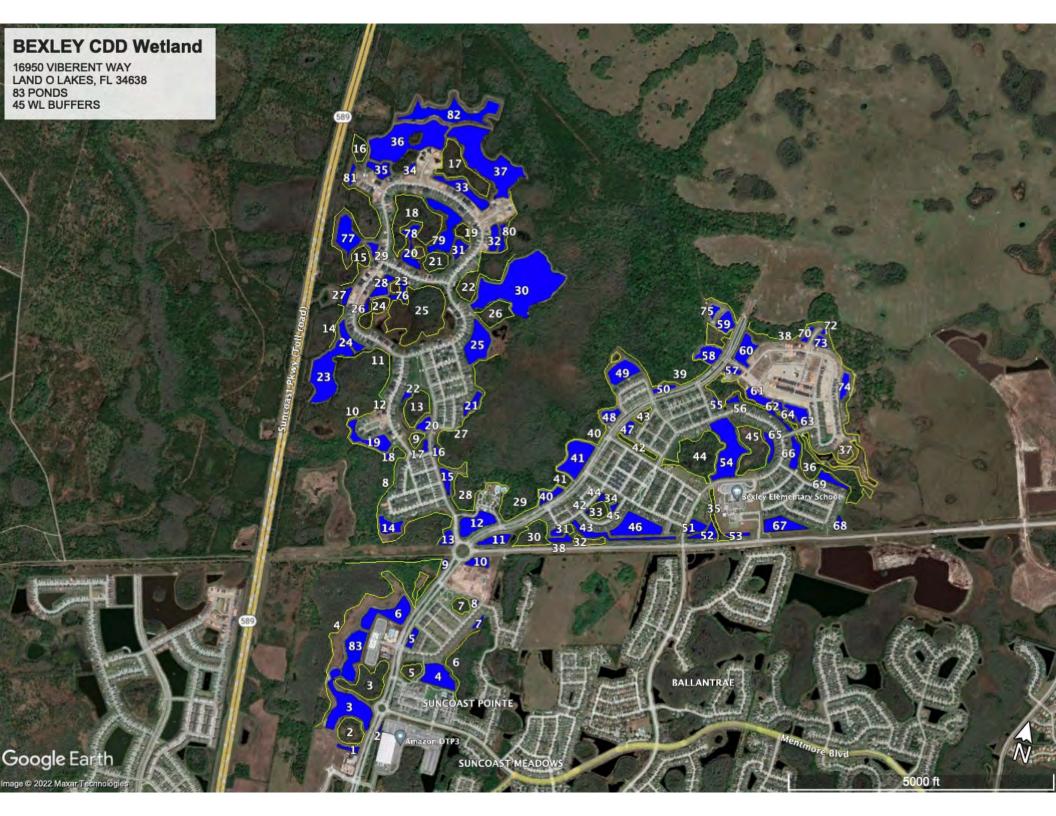
P: 813.802.8204

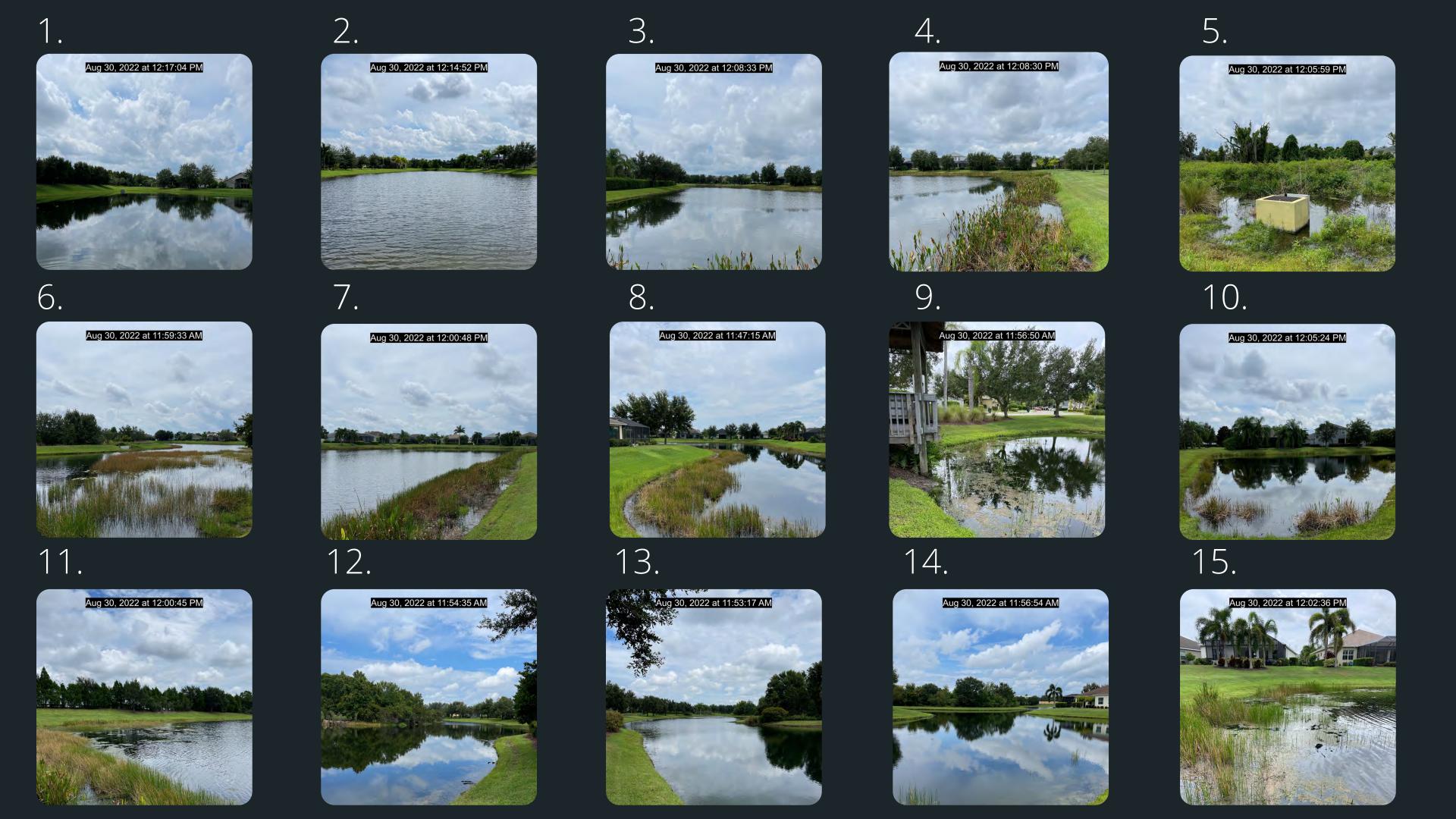
E: bsmith@sitexaquatics.com

SUMMARY:

In this area we would put a short summary of what's going on in the ponds & any treatment plans. We appreciate the opportunity to submit a bid & would be grateful if we could add your community to our local portfolio.

Best Regards, Joe Craig





POND TREATMENTS (EXAMPLES)

- 1: Was treated for Spike rush and shoreline vegetation.
- 2: Was treated for Hydrilla.
- 3: Was treated for Algae.
- 4: Was treated for Algae and shoreline vegetation.
- 5: Was treated for Alage and shoreline vegetation.
- 6: Was treated for Shoreline vegetation vegetation.
- 7: Was treated for Shoreline vegetation and Spike rush.
- 8: Was treated for Bladderwort.
- 9: Was treated for Algae and Spike rush.
- 10: Was treated for Spikerush.
- 11: Was treated for Algae and shoreline vegetation.
- 12: Was treated for Duckweed.
- 13: Was treated for Algae and shoreline vegetation.

POND TREATMENTS

14: Was treated for Algae and shoreline vegetation.

15: Was treated for Spikerush and shoreline vegetation.



INSPECTION REPORT

OCTOBER 2022



BEXLEY CDD

Inspection Date

October 5, 2022

Prepared For:

Jennifer Goldyn

Prepared By:

Bert Smith

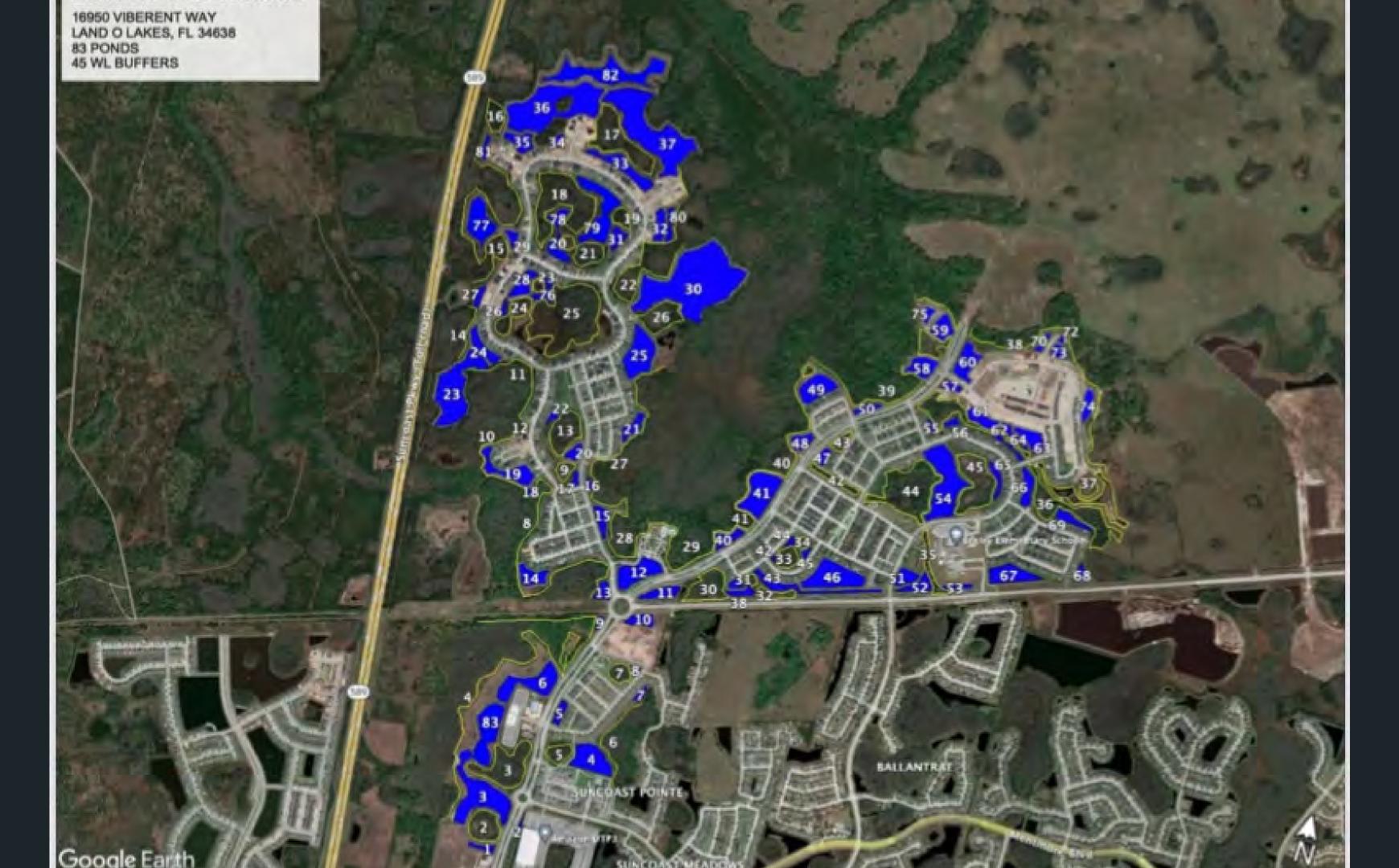
General Manager

P: (813) 802 8204

E: bsmith@sitexaquatics.com

Comments

This report is a demonstration of our monthly reports. Visual insepections were performed on all sites within the RFP. The pictures are to show monthley progress and to allow board members and staff a chance to see these sites every month. The comments on this report are an explanation of what is currently present on the ponds with in the RFP.











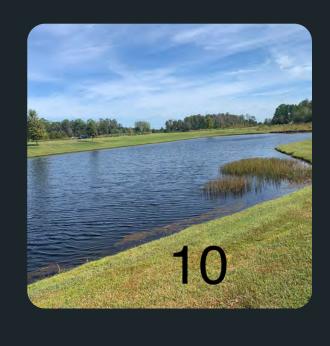








































































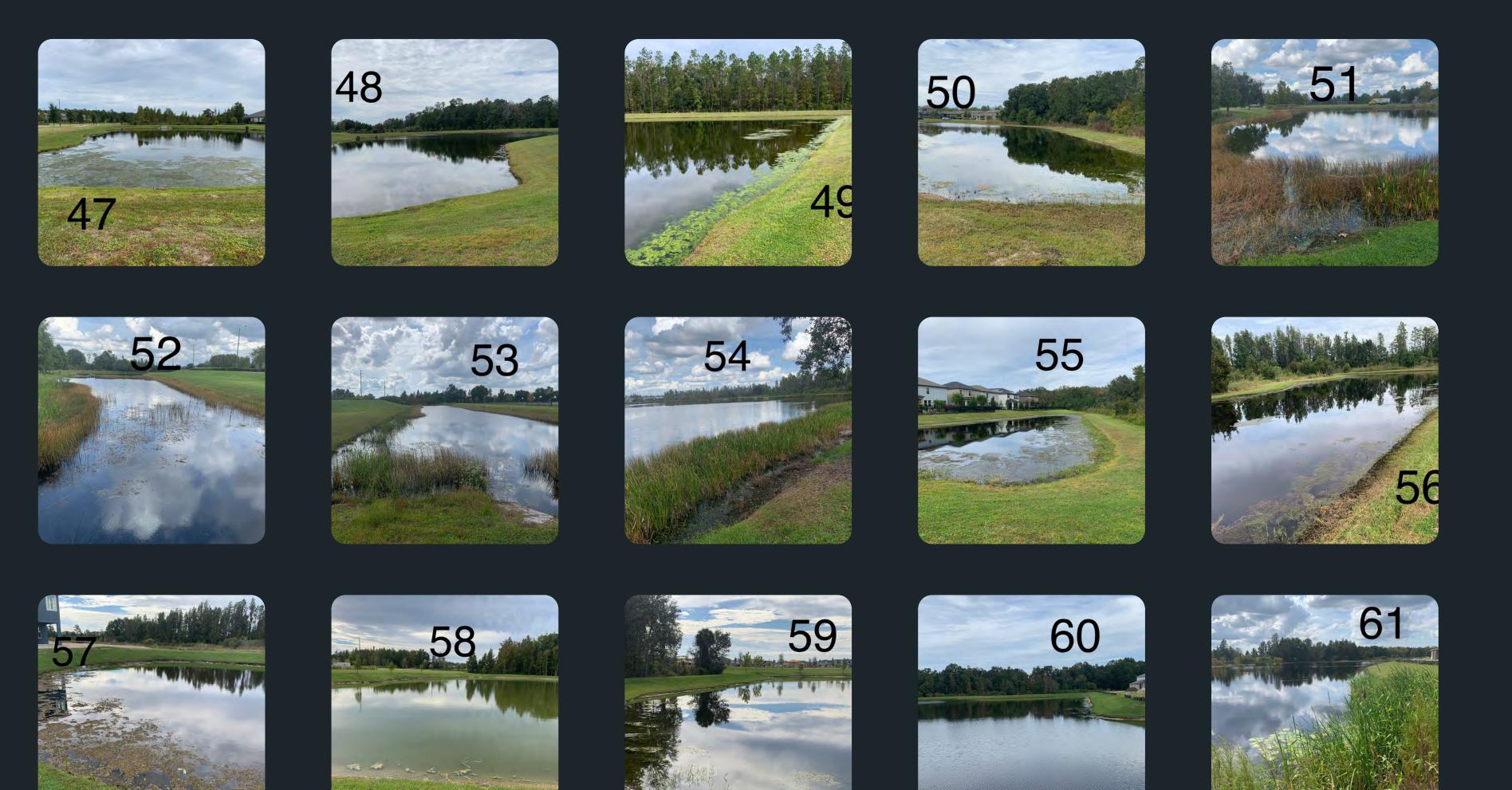








































- 1: No significant undesirable vegetation present.
- 2: Pond has fanwart present.
- 3: Pond is in bad shape. Has major infestation of fanwart and grasses.
- 4: No significant infestation.
- 5: No significant infestation.
- 6: No significant infestation.
- 7: Torpedo grass infestation.
- 8: Pond has significant algae bloom and dead grasses.
- 9: Minor algae.
- 10: Pond has algae chars and grasses infestation.
- 11: No significant infestation.
- 12: No significant infestation.

- 13: No significant infestation.
- 14: Minor algaeand grasses present.
- 15: No significant infestation.
- 16: Pond has grasses heavily in front leading edge.
- 17: Pond minor grasses and algae.
- 18: Pond has minor grasses.
- 19: Pond has minor grasses present.
- 20: Pond has major algae bloom.
- 21: Pond has major algae bloom.
- 22: Pond has major algae bloom.
- 23: No significant infestation.
- 24: Pond has minor algae present.

- 25: Pond has minor algae.
- 26: Pond has major infestation of chara.
- 27: Pond has minor algae.
- 28: Pond has infestation of grasses and minor algae.
- 29: Pond major algae and grass infestation.
- 30: Pond has southern niade and algae present.
- 31: Pond has algae and pennywart present.
- 32: Pond has shoreline vegetation and algae.
- 33: Pond has algae, cattails and grasses present.
- 34: Pond has grasses present.
- 35: Pond has algae and grasses present.
- 36: Pond has slender spikerush and algae present.

- 37: Pond is haa major algae bloom present.
- 38: Pond has minor grasses.
- 40: No significant infestation.
- 41: No significant infestation.
- 42: Pond has chara infestation.
- 43: Pond has a variety of submerged species present. Also has grasses and cattails present.
- 44: No significant infestation.
- 45: No significant infestation.
- 46: No significant infestation.
- 47: Pond has major algae bloom.
- 48: Pond has minor algae bloom.
- 49:Pond has a major algae bloom and chara present..

- 50: Pond has minor algaeand chara present.
- 51: Pond has minor grasses.
- 52: Pond has minor algae.
- 53: Pond has minor algae and grasses.
- 54: No significant infestation.
- 55: major algae infestation.
- 56: Pond has algae and grasses.
- 57: Pond has chara and algae.
- 58: Minor algae present.
- 59: Pond has submerged growth and algae.
- 60: Pond has minor algae.
- 61: Pond has significant shoreline growth.

- 62: Pond is in bad shape has major shoreline, submerged, and algae growth.
- 63: Pond has major algae bloom.
- 64: Pondhas major algae bloom.
- 65: Pond has shoreline grasses present.
- 66: Pond has minor algae bloom.
- 67: Pond has a lot of dead plant material some reaching over 10 feet tall.
- 68: Pond has a lot of grasses.
- 69: Pond has a lot of grasses and a lot ofdead plant material.
- 70: Pond has shoreline grasses cattails and algae.
- 71: Pond has algae and grasses present.
- 72: Pond has algae and grasses present.
- 73: Pond has algae grasses and cattails present.
- 74: Pond has algae and grasses present.
- 75: No significant infestation.



SERVICES CONTRACT

CUSTOMER NAME: Bexley CDD SUBMITTED TO: Jennifer Goldyn

CONTRACT EFFECTIVE DATE: November 1, 2022, through October 31, 2023

SUBMITTED BY: LisaMarie Strawser, Sales Support Administrator

SERVICES: Annual Pond Management of Eighty-Three (83) Ponds (sites 1 through 21 and 23 through 84).

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. PAYMENT TERMS. The Annual Contract Price is \$95,364.00. SOLitude shall invoice Customer \$7,947.00 per month for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.
- 3. <u>TERM AND EXPIRATION.</u> This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.



- 4. <u>PRICING.</u> The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
- 5. <u>TERMINATION.</u> If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
- 6. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
- 7. <u>FORCE MAJEURE</u>. The Company 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.
- 8. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 9. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
- 10. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

Annual Pond Management Services Contract Bexley CDD (5692) LMS Page 3 of 7



- 11. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
- 12. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
- 13. <u>FUEL/TRANSPORTATION SURCHARGE</u>. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
- 14. <u>DISCLAIMER</u>. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

Annual Pond Management Services Contract Bexley CDD (5692) LMS Page 4 of 7

ACCEPTED AND APPROVED:

Virginia Beach, VA 23453



- 15. <u>NONPERFORMANCE</u>. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.
- 16. <u>E-Verify</u>. Solitude Lake Management LLC 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.



SCHEDULE A - ANNUAL POND MANAGEMENT SERVICES

<u>Visual Inspections:</u>

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

Aquatic Weed Control:

- 1. Pond(s) will be inspected on a **one (1) time per week** basis.
- 2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.



3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

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

Pond Algae Control:

- 1. Pond(s) will be inspected on a **one (1) time per week** basis.
- 2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Pond Dye:

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

Trash Removal:

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



Service Reporting:

- 1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.
- 2. Monthly Special Customer Site Inspection Report.

<u>Special Consultation Reporting:</u>

1. Customer will be provided with a monthly report detailing the condition of the Lakes/Ponds proactive management, recommendations, and will include ten (10) sites photos.

General Qualifications:

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- 2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.



SERVICES CONTRACT

CUSTOMER NAME: Bexley CDD

SUBMITTED TO: Jennifer Goldyn, CDD District Manager

CONTRACT EFFECTIVE DATE: November 1, 2022 through October 31, 2023

SUBMITTED BY: LisaMarie Strawser, Sales Support Administrator

SERVICES: Annual wetland buffer maintenance for forty five (45) mitigation buffer zones and Phase 3A.

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. PAYMENT TERMS. The Annual Contract Price is \$40,860.00. SOLitude shall invoice Customer \$10,215.00 per quarter for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each quarterly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.
- 3. <u>TERM AND EXPIRATION.</u> This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.



- 4. <u>PRICING.</u> The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
- 5. <u>TERMINATION.</u> If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
- 6. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
- 7. <u>FORCE MAJEURE</u>. The Company 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.
- 8. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 9. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
- 10. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

Wetland Maintenance Services Contract Bexley CDD (5692) LMS Page 3 of 6



- 11. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
- 12. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
- 13. <u>FUEL/TRANSPORTATION SURCHARGE</u>. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
- 14. <u>DISCLAIMER</u>. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

Wetland Maintenance Services Contract Bexley CDD (5692) LMS Page 4 of 6

Virginia Beach, VA 23453



- 15. <u>NONPERFORMANCE</u>. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.
- 16. <u>E-Verify</u>. Solitude Lake Management LLC 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.

2844 Crusader Circle, Suite 450	
1320 Brookwood Drive Suite H Little Rock AR 72202 Please Mail All Contracts to:	
Please Remit All Payments to:	Customer's Address for Notice Purposes:
Date:	Date:
Title:	Title:
Name:	Name:
Ву:	By:
SOLITUDE LAKE MANAGEMENT, LLC.	BEXLEY CDD
ACCEPTED AND APPROVED:	



SCHEDULE A - ANNUAL WETLAND MANAGEMENT SERVICES

Wetland Buffer Maintenance:

- 1. Site(s) will be inspected **eight times per year** on a two (2) time per quarter basis.
- 2. The treatment will include all FLEPPC Category 1 & 2 species and nuisance vines.
- 3. All Species will be killed in place with an approved herbicide,
- 4. This proposal does not include debris removal or disposal.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Special Consultation Reporting:

1. Customer will be provided with a quarterly report detailing the condition of the wetlands, proactive management, recommendations, and will include fifteen (15) site photos.

General Qualifications:

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- 2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and

Wetland Maintenance Services Contract Bexley CDD (5692) LMS Page 6 of 6



- determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

STEADFAST





Rizzetta & Company, Inc.

Proposal for Pond Maintenance: Bexley CDD 16950 Vibrant Way Land O' Lakes, FL 34638





30435 Commerce Drive, Suite 102 San Antonio, FL 33576 844-347-0702 | office@steadfastalliance.com

September 9th 2022

Rizzetta & Company, Inc.

5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544

Attn: Jennifer Goldyn,

We greatly appreciate the opportunity to bid on this project for you.

Attached is the agreement for waterway services at Bexley CDD.

Program to consist of areas #1-21 & 23-84 as indicated on attached map.

Area to be serviced measures 128,175 LF & 225.78 AC.

Occurrence: 4 events/month Annual Cost: \$106,920.00

(\$8,910.00 per month)

Special services can also be provided outside of the routine monthly maintenance at the Boards request.

These will be proposed on separate estimates outside of the monthly maintenance service agreement.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,

Steadfast Environmental, LLC.

oseph Hamilton

Joseph C. Hamilton, Owner/Operator



30435 Commerce Drive. Suite 102

San Antonio, FL 33576 844-347-0702 | office@steadfastalliance.com

Maintenance Contract

Aquatic Maintenance Program

- Algicide Application: John Deere Gators, equipped with dual spray-tank systems and outfitted with extendable hose reel will be utilized to carry out topical & subsurface applications of algicides approved for controlling filamentous, planktonic, & cyanobacterial algae growth in accordance with regulations defined by the Florida Department of Agriculture and Consumer Services. Technicians will utilize easements to access CDD owned property around the pond bank. Applications cover surface waters 7 feet from the shoreline and 2 feet below the surface; up to the high-water mark/edge. Treatment events will occur as listed per month, spaced evenly (pending weather) with additional services available on request.¹
- 2. Herbicide Application: Application of EPA approved herbicides to target invasive/emergent nuisance grasses/brush (vegetation) as defined by Florida Exotic Pest Plant Council; including category 1 & 2 species. Carried out in accordance to regulations defined by Florida Department of Agriculture and Consumer Services. Applications will cover surface waters 5 feet from the shoreline and include vegetation above the water's surface. Along shoreline areas & littoral zones; up to the high-water mark/edge.

 Treatment events to occur with the same frequency of algicide applications.²
- 3. Submersed Vegetation Control: Treatments of EPA approved herbicides for the removal of submersed vegetation & otherwise undesired aquatic weeds, as defined by Florida Exotic Pest Plant Council. Including, but not limited to both non-native & nuisance species such as Hydrilla, Dwarf Babytears, Chara, Duckweed, ect.*
- 4. Debris Collection: Collection of "litter" items along the shoreline, within reach or up to 1 ft below the surface, during routine maintenance visitations. Individual items to be removed are limited to non-natural materials, such as plastics, Styrofoam, paper, aluminum. Oversized items such as household appliances or large construction debris items are not included in this service; but will instead be logged and brought to the attention of the CDD board. An estimate can be provided to remove these large items on a case-by-case basis. The collection of significant/sudden or profuse influx of debris items may be subject to a mobilization fee.
- 5. **Pond Dye Application:** Available on request. If so desired, applications of pond dye can be done to enhance aesthetics. Offered in black and hues of blue.
- 6. <u>Inspection Reports:</u> Routine monthly inspection of maintained waterways. Including photographic documentation of 10 rotating ponds as well as notation of any discovered issues/afflictions and accompanied by a plan of action.*,3

Special Services:

- 1. Physical & Mechanical Removals of Invasive/Exotic Vegetation. Utilization of crews with handheld cutting equipment to flush cut, remove and dispose of vegetation off-site. Alternative method of heavy machinery to mulch in-place vegetation within the conservation buffer zones. Buffer zones lie in between the wetland jurisdiction line and the sod of resident properties and common area.
- 2. <u>Planting of Native & Desirable, Low-lying Aquatic Vegetation</u> Installation of Florida-native flora to improve aesthetics & assist in the control of aquatic algae. Bare root installation as well as container grown plants are available.
- 3. <u>Aquatic Fountain & Aeration Installation</u> Installation of aquatic fountains to improve the aesthetics of ponds. Installation of bottom diffused aeration to circulate water and to increase its oxygen content to reduce algal growth, while also improving the health of a pond's fish, allowing for better insect control.
- 4. Native Fish Stocking Stocking of Florida-native species such as Bluegill, Redear Sunfish/Shell Crackers, Gambusia will greatly impact the populations of mosquito and midge fly larvae in your waterway. Seasonal availability will affect pricing for stocking different varieties of fish.
- 5. <u>Triploid Grass Carp Stocking</u> Introduction of sterile Grass Carp as a biological control of submersed aquatic plant/weed species.
- 6. <u>Excess Trash/Oversize Object Collection Visits</u> Proposals to remove excess debris from heavy construction, bizarre & oversize items that may make their way into your lakes and ponds.
- 7. <u>Seasonal Midge Fly Treatments</u> Applications of larvicide for the control of Midge Fly larvae. This is done twice a year to control and maintain Midge Fly populations. Most effective in summer (April-June) and fall (September-October).

^{*}These services to be performed at Steadfast Environmental's discretion, and for the success of the aquatic maintenance program. ¹ There may be light regrowth following a treatment event. This growth will be addressed during the following treatment event, or in extreme cases by service request. ² Herbicide applications may be reduced during the rainy season/in anticipation of significant rain/wind events to avoid damaging submerged stabilizing grasses, and to prevent leaving a ring of dead grasses on the upper bank. ³ Identification of improper drainage or damaged outflow structures does not imply responsibility for repairs. Responsibility for repairs is not included in the scope of work.



30435 Commerce Drive, Suite 102 San Antonio, FL 33576 844-347-0702 | office@steadfastalliance.com

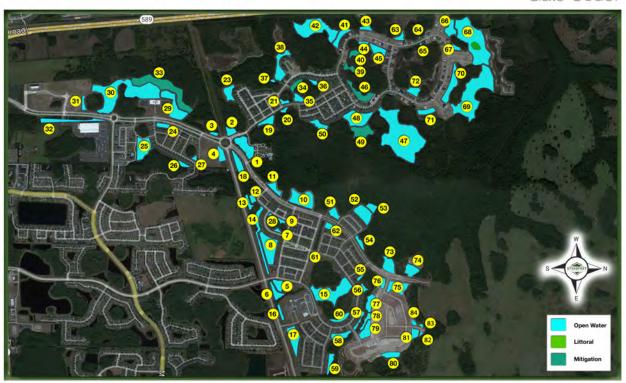
Service Area



BEXLEY CDD

16950 Vibrant Way, Land O' Lakes

Gate Code:



Agreement

The contract will run for one year starting ______. If upon expiration of this agreement, both parties have not signed a new contract, this contract shall automatically be renewed for a one-year term. Changes to contract prices shall be in writing and agreed upon by both parties.

The goal of this contract is that upon completion of each visit to the client, the aquatic appearance shall be maintained to the highest reasonable standard possible given the nature of the property and its individual condition.

Steadfast Contractors Alliance, LLC. / Steadfast Environmental, here after referred to contractor, agrees to furnish all supervision, labor, materials, supplies, and equipment to perform the work hereinabove. Proof of insurance and necessary licensees will be provided if requested by client. Contractor will also provide workman's compensation and proof thereof on employees if requested by client.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client's request by separate agreement.



30435 Commerce Drive, Suite 102 San Antonio, FL 33576 844-347-0702 | office@steadfastalliance.com

Compensation

Contractor shall be paid monthly. On the first (1st) day of the month, the Contractor shall tender to the Customer and bill or invoices for those services rendered during the current month which shall be paid by the Customer by the first day of the following month.

Conditions:

Title

This contract is for a period of (12) twelve months. This agreement shall remain in force for a period of 1 year. If, upon expiration of this agreement, a new agreement has not been executed by both parties, this agreement shall automatically be renewed for a period of 1 year from the date of expiration of the previous term at the annual fees stated with the addition of a 3.5% cost of living increase. Either party may cancel this contract, with or without cause, with a thirty (30) day written notice by certified mail.

No Finance Charge will be imposed if the total of such purchases is paid in full within 30 days of invoice date. If not paid in full within 30 days, then a FINANCE CHARGE will be imposed from the invoice date on the balance of purchases at a periodic rate of 1 1/2 % per month (18% Annual) until paid and Steadfast Contractors Alliance, LLC. / HC Property Maintenance, LLC, DBA Steadfast, shall have the right to elect to stop work under this Contract until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices. In the event, any or all the amounts due under this Agreement are collected by or through an attorney, the Purchaser/Owner agrees to pay all reasonable attorneys' fees.

Utilities Usage: The Client shall allow the Contractor usage of utilities if needed.

Fuel Surcharge: For purposes of this agreement, the standard price for (1) gallon of regular unleaded fuel shall be specified as the Florida average price per the Florida Attorney General's office. In the event that the average price is escalated over that of \$4.00 per gallon, a 3% fuel surcharge shall be added to each invoice. The 3% fuel surcharge will be suspended from all future invoices when the average gallon price drops below that of \$4.00 per gallon, however, the charge may again be implemented in the future invoices should the average gallon price again escalates over the established \$4.00 base price.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases the Contractor's costs associated with providing the services under this Agreement, the Contractor reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Contractor must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

This contract is withdrawn unless executed within ninety (90) days of the date of this document.

Thank you for the opportunity to submit this contract. We look forward to becoming part of your team.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter this Agreement on its own behalf and on behalf of the record owner of the service area, and that this Agreement is a legally binding obligation of the undersigned and the record owner of the service area.

Title

In witness, whereof the parties to this agreement have sign	ed and executed it this day of	2022.
<u>Kevin Riemensperger</u> Steadfast Representative	Signature of Owner or Agent	
Account Manager		

STEADFAST





Rizzetta & Company, Inc.

Proposal for Wetland Mitigation Buffer Maintenance: Bexley CDD 16950 Vibrant Way Land O' Lakes, FL 34638





30435 Commerce Drive, Suite 102 San Antonio, FL 33576 844-347-0702 | office@steadfastalliance.com

September 13th 2022

Rizzetta & Company, Inc.

5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544

Attn: Jennifer Goldyn,

We greatly appreciate the opportunity to bid on this project for you. Attached is the agreement for wetland mitigation buffer maintenance services at Bexley CDD.

Program to consist of areas #1-45 as indicated on attached map.

Occurrence: 4 events/year Annual Cost: \$27,160.00

(\$**6,790**.00 per **event**)

Special services can also be provided outside of the routine maintenance at the Boards request. These will be proposed on separate estimates outside of the maintenance service agreement.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,

Steadfast Environmental, LLC.

oseph Hamilton

Joseph C. Hamilton, Owner/Operator



30435 Commerce Drive, Suite 102 San Antonio, FL 33576 844-347-0702 | office@steadfastalliance.com

Maintenance Contract

Wetland Mitigation Buffer Maintenance Program

- 1. Herbicide Application: Application of EPA approved herbicides to target invasive/emergent nuisance grasses/brush (vegetation) as defined by Florida Exotic Pest Plant Council; including category 1 & 2 species. Carried out in accordance to regulations defined by Florida Department of Agriculture and Consumer Services. Applications to occur within the mitigation buffer zone, between the wetland jurisdiction line and the sod of resident properties and common area. Vegetation to be killed in place, and allowed to decompose naturally. Treatment events to occur with consistent frequency.
- 2. Debris Collection: Collection of "litter" items along the buffer zone, within reach, during routine maintenance visitations.

 Individual items to be removed a relimited to non-natural materials, such as plastics, Styrofoam, paper, aluminum. Oversized items such as household appliances or large construction debris items are not included in this service; but will instead be logged and brought to the attention of the CDD board. An estimate can be provided to remove these large items on a case-by-case basis. The collection of significant/sudden or profuse influx of debris items may be subject to a mobilization fee.
- 3. <u>Inspection Reports:</u> Routine inspection of maintained areas. Including rotating photographic documentation of zones as well as notation of any discovered issues/afflictions and accompanied by a plan of action.*

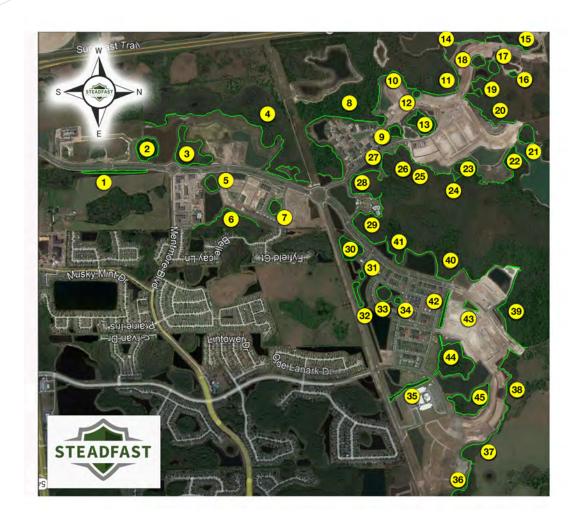
Special Services:

- 1. Physical & Mechanical Removals of Invasive/Exotic Vegetation. Utilization of crews with handheld cutting equipment to flush cut, remove and dispose of vegetation off-site. Alternative method of heavy machinery to mulch in-place vegetation within the conservation buffer zones. Buffer zones lie in between the wetland jurisdiction line and the sod of resident properties and common area.
- 2. Planting of Native & Desirable, Low-lying Vegetation Installation of Florida-native flora to improve aesthetics & assist in enhancement of the buffer zone. Bare root installation as well as container grown plants are available.
- 3. Excess Trash/Oversize Object Collection Visits Proposals to remove excess debris from heavy construction, bizarre & oversize items that may make their way into the buffer zones.
- 4. **Seasonal Midge Fly Treatments** Applications of larvicide or pesticides for the control of Midge Fly larvae. This is done twice a year to control and maintain Midge Fly populations. Most effective in summer (April-June) and fall (September-October).



30435 Commerce Drive, Suite 102 San Antonio, FL 33576 844-347-0702 | office@steadfastalliance.com

Service Area



Agreement

The contract will run for one year starting ______. If upon expiration of this agreement, both parties have not signed a new contract, this contract shall automatically be renewed for a one-year term. Changes to contract prices shall be in writing and agreed upon by both parties.

The goal of this contract is that upon completion of each visit to the client, the aquatic appearance shall be maintained to the highest reasonable standard possible given the nature of the property and its individual condition.

Steadfast Contractors Alliance, LLC. / Steadfast Environmental, here after referred to contractor, agrees to furnish all supervision, labor, materials, supplies, and equipment to perform the work hereinabove. Proof of insurance and necessary licensees will be provided if requested by client. Contractor will also provide workman's compensation and proof thereof on employees if requested by client.

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30435 Commerce Drive, Suite 102 San Antonio, FL 33576 844-347-0702 | office@steadfastalliance.com

Compensation

Contractor shall be paid monthly. On the first (1st) day of the month, the Contractor shall tender to the Customer and bill or invoices for those services rendered during the current month which shall be paid by the Customer by the first day of the following month.

Conditions:

Title

This contract is for a period of (12) twelve months. This agreement shall remain in force for a period of 1 year. If, upon expiration of this agreement, a new agreement has not been executed by both parties, this agreement shall automatically be renewed for a period of 1 year from the date of expiration of the previous term at the annual fees stated with the addition of a 3.5% cost of living increase. Either party may cancel this contract, with or without cause, with a thirty (30) day written notice by certified mail.

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Fuel Surcharge: For purposes of this agreement, the standard price for (1) gallon of regular unleaded fuel shall be specified as the Florida average price per the Florida Attorney General's office. In the event that the average price is escalated over that of \$4.00 per gallon, a 3% fuel surcharge shall be added to each invoice. The 3% fuel surcharge will be suspended from all future invoices when the average gallon price drops below that of \$4.00 per gallon, however, the charge may again be implemented in the future invoices should the average gallon price again escalates over the established \$4.00 base price.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases the Contractor's costs associated with providing the services under this Agreement, the Contractor reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Contractor must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

This contract is withdrawn unless executed within ninety (90) days of the date of this document.

Thank you for the opportunity to submit this contract. We look forward to becoming part of your team.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter this Agreement on its own behalf and on behalf of the record owner of the service area, and that this Agreement is a legally binding obligation of the undersigned and the record owner of the service area.

Title

In witness, whereof the parties to this agreement have sign	ed and executed it this day of2022.	
Kevin Rismensperger Steadfast Representative	Signature of Owner or Agent	
Account Manager		





Ballantrae CDD Aquatics

Inspection Date:

7/18/2022 8:38 AM

Prepared by:

Vic Paniagua

STEADFAST OFFICE: WWW.STEADFASTENV.COM 813-836-7940

SITE: 6

Condition: ✓Excellent Great Good Poor Mixed Condition Improving





Comments:

No algae observed. Low water level. Shoreline is clear of grasses. No issues at this time.

WATER: ★ Clear Turbid Tannic

ALGAE: ★ N/A Subsurface Filamentous

Planktonic Cyanobacteria Minimal Moderate Substantial

Surface Filamentous

NUISANCE SPECIES OBSERVED:

GRASSES: X N/A

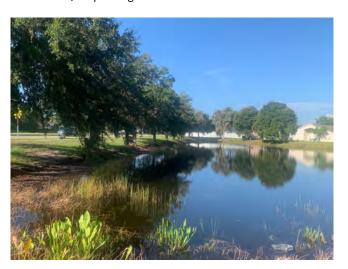
Torpedo Grass Pennywort Babytears Chara

Hydrilla Slender Spikerush Other:

SITE: 10

Condition: ✓Excellent Great Good Poor Mixed Condition ✓Improving





Comments:

Evidence of recent treatment on nuisance grasses surrounding beneficial plants apparent. Some debris collected here.

WATER: X Clear Turbid Tannic

ALGAE: X N/A Subsurface Filamentous Surface Filamentous
Planktonic Cyanobacteria

GRASSES: X N/A Minimal Moderate Substantial

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

SITE: 9

Condition: ✓Excellent Great Good Poor Mixed Condition Improving





Comments:

Routine maintenance and monitoring will continue here.

WATER: X Clear Turbid Tannic

ALGAE: X N/A Subsurface Filamentous

Subsurface Filamentous Surface Filamentous Planktonic Cyanobacteria

Substantial

GRASSES: X N/A Minimal Moderate NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Chara

Hydrilla Slender Spikerush Other:

SITE: 8

Condition: ✓Excellent Great Good Poor Mixed Condition Improving





Comments:

The pond is in excellent health, lush beneficials, the shoreline is clear of grasses. No issues at this time.

WATER:
★ Clear Turbid Tannic

ALGAE: ★ N/A Subsurface Filamentous Surface Filamentous
Planktonic Cyanobacteria

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

SITE: 24

Condition: Excellent \(\sqrt{Great} \) Good Poor Mixed Condition Improving





Comments:

Some Slender Spikerush noted below the water line. Will be addressed at next visit.

WATER: ★ Clear Turbid Tannic

ALGAE: ★ N/A Subsurface Filamentous

Subsurface Filamentous
Planktonic
Cyanobacteria
Minimal
Moderate
Substantial

GRASSES: X N/A Minimal NUISANCE SPECIES OBSERVED:

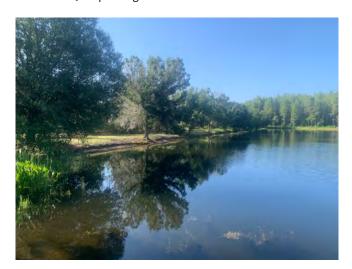
Torpedo Grass Pennywort Babytears Chara

Hydrilla **★**Slender Spikerush Other:

SITE: 25

Condition: ✓Excellent Great Good Poor Mixed Condition ✓Improving





Comments:

Evidence of recent treatment here. Technicians will continue to manage the grasses here. A tree has fallen over.

WATER:
ALGAE:

X Clear Turbid Tannic

Subsurface Filamentous Surface Filamentous

Planktonic Cyanobacteria

Planktonic Cyanobacteria

GRASSES: X N/A Minimal Moderate Substantial

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

SITE: 27

Condition: ✓Excellent Great Good Poor **Mixed Condition Improving**





Comments:

Routine maintenance and monitoring will continue here.

WATER: **X** Clear Turbid \mathbf{X} N/A ALGAE: Subsurface Filamentous

Surface Filamentous Cyanobacteria

Substantial

Planktonic GRASSES: X N/A Minimal Moderate

Tannic

NUISANCE SPECIES OBSERVED:

Chara Pennywort Torpedo Grass Babytears

Hydrilla Other: Slender Spikerush

SITE: 23

Condition: **✓**Excellent Great Good Poor **Mixed Condition Improving**





Slightly low water level. No other variance noted from optimal health.

 \mathbf{X} Clear Turbid Tannic WATER:

ALGAE: \times N/A Surface Filamentous Subsurface Filamentous

Planktonic Cyanobacteria

Chara

GRASSES: X N/A Minimal Moderate Substantial

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears

Hydrilla Slender Spikerush Other:

SITE: 22

Condition: Excellent Good **Mixed Condition Improving** √Great Poor





Comments:

This pond has filled considerable since the last inspection. The increase in water level has improved the pond's health, the majority of issues affecting this pond have "cleared" on their own. Only some interior grasses persist among the litorall shelf's beneficial vegetation. Technicians continue to treat here while avoiding collateral damage.

WATER: X Clear Turbid Tannic ALGAE: \mathbf{X} N/A Subsurface Filamentous Surface Filamentous Planktonic Cyanobacteria **GRASSES:** N/A X Minimal Moderate Substantial **NUISANCE SPECIES OBSERVED:**

Chara **X**Torpedo Grass Pennywort Babytears Hydrilla Slender Spikerush Other:

SITE: 14

Condition: ✓Excellent **Mixed Condition** Great Good Poor **Improving**





No algae noted. Shoreline is clear of grasses. No issues at this time.

Turbid WATER: X Clear Tannic ALGAE: Surface Filamentous \times N/A Subsurface Filamentous Cyanobacteria Planktonic GRASSES: X N/A Minimal Moderate Substantial **NUISANCE SPECIES OBSERVED:**

Torpedo Grass Pennywort Other: Hydrilla Slender Spikerush

Babytears Chara

MANAGEMENT SUMMARY













With the passing of the solstice, we are currently in the longest, hottest part of the year, the height of Summer. As such algae and vegetation is growing as rapidly as possible. At this time of year, it will be a cyclical battle against these forces until more frequent rainfall or cooler temperatures bring relief with the onset of Fall. Recent rains have already begun to provide short term relief. These usually improve the appearance of the ponds, though may also run the risk of flushing debris items out from storm drains which were previously dry.

On this visit, observed ponds noted were discovered to be in excellent condition. Due in some part to the rains, though the efforts of this account's technician will not go unnoticed. Shoreline grasses were minimal, with any treated vegetation is expected to decay over the course of the next 14-21 days.

Routine treatments will continue to maintain the appearance & health of the ponds as we make our way through the height of the growing season.

RECOMMENDATIONS

Continue to treat for algal activity to prevent/treat local bloom events.

Continue managing grasses, below the high water mark, though treatments may be reduced during the rainy season to avoid damaging stabilizing grasses on the upper bank.

Watch out for debris items being washed into the ponds.

Thank you for choosing Steadfast Environmental!

MAINTENANCE AREA







The Preserve at South Branch CDD

Inspection Date:

6/9/2022 10:23 AM

Prepared by:

Vic Paniagua

Business Coordinator

STEADFAST OFFICE: WWW.STEADFASTENV.COM 813-836-7940

SITE: 2





Comments:

Small island of grasses being managed.

WATER:
★ Clear Turbid Tannic

ALGAE:
★ N/A Subsurface Filamentous

Planktonic Cyanobacteria Minimal Moderate Substantial

Surface Filamentous

GRASSES: N/A ★ Minimal Moderate NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Chara

Hydrilla Slender Spikerush Other:

SITE: 6

Condition: ✓Excellent Great Good Poor Mixed Condition Improving





Comments:

Terrestrial grasses not weedwhacked.

WATER: X Clear Turbid Tannic

ALGAE: X N/A Subsurface Filamentous

Planktonic Cyanobacteria Minimal Moderate Substantial

Surface Filamentous

Chara

GRASSES:

X N/A Minimal

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears

Hydrilla Slender Spikerush Other:

SITE: 7

Condition: ✓Excellent Great Good Poor Mixed Condition Improving





Comments:

Routine maintenance and monitoring will continue.

WATER:
★ Clear Turbid Tannic

ALGAE:
★ N/A Subsurface Filamentous

Subsurface Filamentous Surface Filamentous Planktonic Cyanobacteria

Substantial

GRASSES: X N/A Minimal Moderate

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

SITE: 14

Condition: ✓Excellent Great Good Poor Mixed Condition Improving





Comments:

Significantly less debris here.

WATER: X Clear Turbid Tannic

ALGAE: X N/A Subsurface Filamentous

Planktonic Cyanobacteria Minimal Moderate Substantial

Surface Filamentous

Chara

GRASSES: X N/A Minimal NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears

Hydrilla Slender Spikerush Other:

SITE: 13

Mixed Condition Condition: ✓Excellent Great Good Poor **Improving**





Comments:

Interior island may require landscaping/maintenance of weeds.

WATER: 🗙 Clear Turbid ALGAE: \mathbf{X} N/A

Tannic Subsurface Filamentous Surface Filamentous

Planktonic Cyanobacteria Minimal Moderate Substantial

GRASSES: X N/A **NUISANCE SPECIES OBSERVED:**

Chara Pennywort Torpedo Grass Babytears

Hydrilla Slender Spikerush Other:

SITE: 16

Condition: ✓Excellent Great Good **Mixed Condition Improving** Poor





Extremely minimal amounts of surface algae. Will decay over the next 5-7 days.

Turbid **X** Clear Tannic WATER: ALGAE: Subsurface Filamentous 🗙 Surface Filamentous

Planktonic Cyanobacteria Substantial

GRASSES: X N/A Minimal Moderate

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Chara

SITE: IFPC A

Condition: ✓Excellent Great Good Poor Mixed Condition Improving





Comments:

Routine maintenance and monitoring will continue.

WATER: ★ Clear Turbid Tannic

ALGAE: ★ N/A Subsurface Filamentous

Surface Filamentous Cyanobacteria Substantial

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

Planktonic

SITE: 17

Condition: ✓Excellent Great Good Poor Mixed Condition Improving





Comments:

Extremely minimal amounts of algae on the perimeter. To be addressed next visitation.

 WATER:
 X Clear
 Turbid
 Tannic

 ALGAE:
 N/A
 Subsurface Filamentous
 X Surface Filamentous

 Planktonic
 Cyanobacteria

 GRASSES:
 X N/A
 Minimal
 Moderate
 Substantial

Chara

NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Hydrilla Slender Spikerush Other:

SITE: 15

Condition: Excellent Great \(\sqrt{Good} \) Poor Mixed Condition \(\sqrt{Improving} \)





Comments:

Significant increase from the most recent boat treatment of this pond. Large amounts of subsurface Chara were observed decaying, as well as the overgrown bank grasses.

WATER: X Clear Turbid Tannic
ALGAE: N/A X Subsurface Filamentous Surface Filamentous
Planktonic Cyanobacteria
GRASSES: N/A X Minimal Moderate Substantial
NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears **X** Chara Hydrilla Slender Spikerush Other:

SITE: 3





Comments:

Routine maintenance and monitoring will continue.

WATER: ★ Clear Turbid Tannic

ALGAE: ★ N/A Subsurface Filamentous Surface Filamentous

Planktonic Cyanobacteria Minimal Moderate Substantial

NUISANCE SPECIES OBSERVED:

GRASSES: X N/A

Torpedo Grass Pennywort Babytears Chara

Hydrilla Slender Spikerush Other:

MANAGEMENT SUMMARY







With June in full swing, we have at last entered summer-like conditions; those being suited to favor growth. Humidity levels have rapidly spiked. Daytime temperatures continue to rise, most having recently reached the mid 90's. Though recent rainfall has raised the water levels across most ponds, and has helped to decrease algae within the ponds and helped to circulate water. And with no fresh water entering the still waterbodies; these hot, nutrient-dense pools are producing algal activity at a much higher rate than typically observed.

Across the inspected areas, many ponds are in excellent condition. Shoreline grasses were either nonexistent or at a minimum, while algae activity was either nonexistent, or if present, manifested as minimal amounts of subsurface filamentous algae along the pond perimeters; easily treatable through routine maintenance. Recent rains have improved pond conditions favorably.

Pond 15's condition has improved dramatically following the recent boat treatment. The pond will continue to improve as treatments continue, though resident fences continue to block access to certain areas of the pond.

Treatments administered this week should abate or resolve growth that would have exploded until the next scheduled maintenance event. However, as we stand at the precipice of peak algae season, follow-up treatments are always necessary to maintain the aesthetics of the ponds.

RECOMMENDATIONS

Continue to treat for algal activity to prevent/treat local bloom events.

Continue managing grasses, below the high water mark, treatments will be reduced during rainy season to avoid damaging stabilizing grasses on the upper bank.

Watch out for debris items along the perimeter of the ponds.

Thank you for choosing Steadfast Environmental!

MAINTENANCE AREA



THE PRESERVE AT SOUTH BRANCH CDD

South Branch Blvd, Odessa

Gate Code: -



Tab 2



Proposal

Proposal No.: 174138
Proposed Date: 08/15/22

PROPERTY:	FOR:
Bexley CDD	Mulch CDD 2022
John Toborg	
16950 Vibrant Way	
Land O Lakes, FL 34638	

Pine Bark and Cocoa Brown Mulch for the CDD areas, Including the new section Phase 4.

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Plant Material					\$0.00
ME: Landscape Enhancements					\$120,000.00
S- Pine bark	1600.00	EA	\$50.00	\$80,000.00	
S- Cocoa brown Mulch	800.00	EA	\$50.00	\$40,000.00	
-				Takal.	ć420 000 00

Total: \$120,000.00

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty in not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement.

Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)	Date
Printed Name (Owner/Property Manager)	
Signature - Representative	Date
Signature - Representative	Date

Juniper Landscaping of Florida LLC • 3345 Waterfield Rd • Lakeland, FL Phone: 239-671-3628

Tab 3



Proposal

Proposal No.: 182000
Proposed Date: 10/07/22

PROPERTY:	FOR:
Bexley CDD	Top Choice for finished landscape areas
Jennifer Goldyn	
16950 Vibrant Way	
Land O Lakes, FL 34638	

Bexley CDD application of Top Choice to include Parks and side walk 5 feet on both sides.

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Top Choice					\$26,250.00
Maintenance Division Labor	68.00	HR	\$65.00	\$4,420.00	
Top Choice application	69.00	EA	\$316.64	\$21,848.47	
Fuel Surcharge 3.0%					\$787.50
Fuel Surcharge	26250.00	EA	\$0.03	\$787.50	
				Total:	\$27,037.50

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty in not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement.

Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)		Date
Printed Name (Owner/Property Manager)		
Charlie Hemelgarn	10/7/22	
Signature - Representative		Date

Juniper Landscaping of Florida LLC • 3345 Waterfield Rd • Lakeland, FL Phone: 239-671-3628

Tab 4



Proposal

 Proposal No.:
 181773

 Proposed Date:
 10/07/22

PROPERTY:	FOR:
Bexley CDD	Top choice for parks
Jennifer Goldyn	
16950 Vibrant Way	
Land O Lakes, FL 34638	

Top Choice for Parks

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Top Choice					\$15,265.78
Top Choice	40.00	EA	\$316.64	\$12,665.78	
Maintenance Division Labor	40.00	HR	\$65.00	\$2,600.00	
Fuel Surcharge 3.0%					\$457.97
Fuel Surcharge	15265.78	EA	\$0.03	\$457.97	
				Total:	\$15,723.75

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty in not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM **PROPOSAL DATE**

Signature (Owner/Property Manager)		Date
Printed Name (Owner/Property Manager) Charlis Hemslgarn	10/7/22	
Signature - Representative	10/1/22	Date

Juniper Landscaping of Florida LLC • 3345 Waterfield Rd • Lakeland, FL Phone: 239-671-3628

Tab 5



Bexley CDD 16950 Vibrant Way Land O' Lakes, FL 34638

June 2022 Clubhouse Operations/Maintenance Updates

- Removed mold on wall of 3500 Pine Ribbon Dr. due to ongoing sprinkler malfunction.
- Replaced gas lines for backpack blower
- Completed all cleaning and prep work for phase 4 amenity opening
- Locked out all thermostats for phase 4 amenity
- AC air handler at clubhouse pool was plugged. Unclogged lines to AC unit
- Painted clubhouse back deck railing
- Installed new stretch bands at outdoor exercise station
- Phase 4 pool shower was repaired in house
- Repaired 4 outdoor garbage receptacles
- Install 6 new soap dispensers for phase 4 restrooms
- Repaired 6 signs for Newland marketing along road at Bexley Village Dr.
- Repaired café sink drain
- Installed new baby harness for swing at Game On park
- Painted top of knee high wall at clubhouse front entrance
- Remove and cleaned spray heads for outdoor showers at clubhouse
- Temporarily patched up wood area at Mud, Sweat, and Gears playground
- Replaced light bulb on clubhouse exterior and cleaned all light fixtures
- Repaired wine glass holder for café
- Replace photocell at clubhouse entrance sign



- Patched section of concrete sidewalk at 4063 Cadence Loop
- Replaced/repaired lock at side pool gate
- Replace post and sign that was run over

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Site Visit or Performed a Service

Resident Requests

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Tab 6



District Manager's Report

October 26

2022

UPCOMING DATES TO REMEMBER

- Next Meeting: November 16, 2022
- FY 2020-2021 Audit Completion Deadline: March 31, 2022 Completed
- Next Election: November 2022 Seats: 1 John Blakley
- 2- Amanda King 3 Jessica Robinson (landowner)
- Bonds Eligible for Refunding: Series 2016 5/1/2026

FINANCIAL SUMMARY	7/31/2022
General Fund Cash & Investment Balance:	\$687,787
Reserve Fund Cash & Investment Balance:	\$245,360
Debt Service Fund Investment Balance:	\$2,071,949
Total Cash and Investment Balances:	\$3,005,096
General Fund Expense Variance: \$29,629 Percentage of budget remaining 12%	over budget

Access Agreements – There a currently 8 in place.

Resident Complaints – Have started to increase regarding landscape.

Landscape - I worked closely with John to get several landscape proposals squared away.

Aquatics & Wetlands – Received 6 proposals for aqautics and the wetlands.

Tab 7

MINUTES OF MEETING 1 2 Each person who decides to appeal any decision made by the Board with respect to any 3 matter considered at the meeting is advised that the person may need to ensure that a 4 verbatim record of the proceedings is made, including the testimony and evidence upon 5 6 which such appeal is to be based. 7 BEXLEY 8 9 COMMUNITY DEVELOPMENT DISTRICT 10 The regular meeting of the Board of Supervisors of Bexley Community 11 Development District was held on Wednesday, August 24, 2022, at 1:00 p.m. at the offices 12 of Rizzetta & Company, located at 5844 Old Pasco Rd., Suite 100, Wesley Chapel, FL 13 33544. 14 15 16 Present and constituting a quorum were: 17 Doug South **Board Supervisor, Chairman** 18 **Board Supervisor, Vice Chairman** 19 Jessica Robinson John Blakley **Board Supervisor, Assistant Secretary** 20 **Board Supervisor, Assistant Secretary** Pete Williams 21 22 Also present were: 23 24 25 Jennifer Goldyn District Manager, Rizzetta & Co., Inc. Field Services Manager, Rizzetta & Co., Inc. John Toborg 26 Bryan Cooper Clubhouse Manager, RASI 27 Alvssa Wilson **District Counsel. Kutak Rock** 28 Josh Burton Representative, Juniper 29 Charlie Hemelgarn Representative, Juniper 30 31 Tommy Tito Representative, Clearview Land Design LLP 32 FIRST ORDER OF BUSINESS 33 Call to Order 34 35 The CDD Board of Supervisors' meeting was opened at 1:00 p.m. and a quorum was verified. 36 37 SECOND ORDER OF BUSINESS **Audience Comments** 38 39 There were no audience comments at this time 40 41 42 43 44 45

THIRD ORDER OF BUSINESS

A. District Counsel

Present and no report.

Staff Reports

On a motion from Mr. Williams, seconded by Mr. South, the Board authorized District Counsel to prepare and send a letter to the resident at 3280 Tour Trace, Land O' Lakes. FL 34638 regarding removing plants and landscape from CDD property and advising the plant material in draining is a violation with the County, CDD Board meeting, for the

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Bexley CDD. The HOA team will broadcast requirements to cross CDD property must have an

access agreement.

B. District Engineer

Present and no report.

C. Field Services Manager

Present and reviewed the report with the Board. The palms have been pruned throughout September.

D. Clubhouse Manager

Present and presented his report.

On a motion from Mr. South, seconded by Mr. Williams, the Board approved the Dog Waste Station, for the Bexley CDD.

E. District Manager

The Board received a District Manager update from Ms. Goldyn, she informed the Board that their next meeting will be held on September 28, 2022, at the Offices of Rizzetta & Company, located at 5844 Old Pasco Rd., Suite 100, Wesley Chapel, FL 33544, at 1:00 p.m.

Ms. Goldyn presented the District Manager's Report to the Board of Supervisors.

On a motion from Mr. Williams, seconded by Mr. South, the Board approved the Campus Suite Addendum, for the Bexley CDD.

Chairman / Vice Chairman

89 90 91 92	FOURTH ORDER OF BUSINESS	Consideration of Minutes of the Board of Supervisors' Meeting held on June 27, 2022
	· ·	nded by Mr. Williams, the Board unanimously Supervisors' Meeting held on June 27, 2022, CDD
93 94 95 96 97	FIFTH ORDER OF BUSINESS	Consideration of Operation and Maintenance Expenditures for July 2022
		led by Mr. Blakley, the Board unanimously Expenditures for July in the amount of
98 99 100 101 102	SIXTH ORDER OF BUSINESS	Consideration of the Fourth Addendum to the Contract for Professional District Services
	· ·	led by Mr. Blakley, the Board unanimously Contract for Professional District Services, for
103 104 105 106	SEVENTH ORDER OF BUSINESS	Ratification of Juniper Fall Flower Change out proposal
	On a motion from Mr. Williams, second the Juniper Fall Flower Change out pro	led by Mr. South, the Board unanimously ratified posal, for the Bexley CDD.
107 108 109	EIGHTH ORDER OF BUSINESS	Discussion regarding servicing of Wetlands
110 111	The Wetlands bids should be for	quarterly maintenance.
112 113	NINTH ORDER OF BUSINESS	Supervisor Requests
114 115	There were no Supervisor Reque	ests at this time.
116 117 118	TENTH ORDER OF BUSINESS	Adjournment
	On a motion from Mr. South, seconder approved to adjourn the meeting at 2	ed by Mr. Williams, the Board unanimously:08 p.m., for the Bexley CDD.
119 120 121		

Secretary / Assistant Secretary

122

Tab 8



Steadfast Alliance Maintenance Division

Proposal

Date 8/30/2022 **Proposal #** SM-E-1659

Customer Information			Project Information	SM1087 Bexley CDD
Bexley CDD 3434 Colwell Ave.	Contact		SM1087 Belxey CDD	
Suite 200 Tampa, FL 33614	Phone		16950 Vibrant Way Land O' Lakes FL 34638	
	E-mail	cddinvoice@rizzetta.com	Proposal Prepared By:	Pat Powell
	Account #		Type Of Work	

Steadfast proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Qty	Unit Price	Amount
Mulch - Install ADA mulch in the CDD playground beds at Gimmie 10 park.	55	52.00	2,860.00
Jennifer Goldyn-Leon 8.30.22			

30435 Commerce Drive Unit 102 | San Antonio, FL 33576

Phone: 844-347-0702 | Fax: 813-501-1432 office@SteadfastAlliance.com | SteadfastAlliance.com

Total

\$2,860.00

Tab 9





Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Bexley Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance ("FIA"), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for "alleged" public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA's primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Bexley Community Development District c/o Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122261

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$30,000
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and
	3 %	Extensions of Coverage. Total Insured Values per building, including vehicle
	3 %	values, for "Named Storm" at each affected location
		throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages			
Coverage	<u>Deductibles</u>	Limit	
Earth Movement	\$2,500	Included	
Flood	\$2,500 *	Included	
Boiler & Machinery		Included	
TRIA		Included	

^{*}Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

\$572

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
Х	Α	Accounts Receivable	\$500,000 in any one occurrence
х	В	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
х	С	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
Х	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
x	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
х	F	Duty to Defend	\$100,000 any one occurrence
Х	G	Errors and Omissions	\$250,000 in any one occurrence
Х	Н	Expediting Expenses	\$250,000 in any one occurrence
х	t	Fire Department Charges	\$50,000 in any one occurrence
х	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
х	К	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
Х	L	Leasehold Interest	Included
х	М	Air Conditioning Systems	Included
х	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County or prior submit basis only
х	О	Personal property of Employees	\$500,000 in any one occurrence
Х	Р	Pollution Cleanup Expense	\$50,000 in any one occurrence
х	Q	Professional Fees	\$50,000 in any one occurrence
х	R	Recertification of Equipment	Included
Х	S	Service Interruption Coverage	\$500,000 in any one occurrence
Х	Т	Transit	\$1,000,000 in any one occurrence
х	U	Vehicles as Scheduled Property	Included
Х	V	Preservation of Property	\$250,000 in any one occurrence
х	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
х	Х	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

х	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
Х	Z	Ingress / Egress	45 Consecutive Days
Х	AA	Lock and Key Replacement	\$2,500 any one occurrence
х	ВВ	Awnings, Gutters and Downspouts	Included
х	СС	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

<u>Description</u> Forgery and Alteration	<u>Limit</u> Not Included	<u>Deductible</u> Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not included	Not Included

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible	
Third Party Liability	\$1,000,000	\$0	
Property Damage	\$1,000,000	\$0	
Crisis Management Services	\$250,000	\$0	

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	1	\$1,000,000	Included
Personal Injury Protection	5	Separately Stated In Each Personal Injury Protection Endorsement	Included
Auto Medical Payments	2	\$2,500 Each Insured	Included
Uninsured Motorists including Underinsured Motorists	2	\$100,000	Included
Physical Damage Comprehensive Coverage	7,8	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism	Not Included
Physical Damage Collision Coverage	7,8	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Included
Physical Damage Towing And Labor	7	\$250 For Each Disablement Of A Private Passenger Auto	Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit \$1,000,000

Personal Injury and Advertising Injury Included

Products & Completed Operations Aggregate Limit Included

Employee Benefits Liability Limit, per person \$1,000,000

Herbicide & Pesticide Aggregate Limit \$1,000,000

Medical Payments Limit \$5,000

Fire Damage Limit Included

No fault Sewer Backup Limit \$25,000/\$250,000

General Liability Deductible \$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit Per Claim \$1,000,000

Aggregate \$2,000,000

Public Officials and Employment Practices Liability Deductible \$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.

Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability

Network Security Liability

Privacy Liability

First Party Extortion Threat

First Party Crisis Management

First Party Business Interruption

Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

Bexley Community Development District c/o Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122261

PREMIUM BREAKDOWN

TOTAL PREMIUM DUE	\$7,502
Deadly Weapon Protection Coverage	Included
Public Officials and Employment Practices Liability	\$3,341
General Liability	\$2,733
Auto Physical Damage	\$248
Hired Non-Owned Auto	Included
Automobile Liability	\$608
Crime	Not Included
Property (Including Scheduled Inland Marine)	\$572

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PARTICIPATION AGREEMENT Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2022, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Bexley Community Development District

(Name of Local Governmental Entity)	
By: Jong South Signature	Doug South Print Name
Witness By: Signature	Deneen Klenke Print Name
IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVE	RAGE IS EFFECTIVE October 1, 2022
Ву:	
	Administrator



PROPERTY VALUATION AUTHORIZATION

Bexley Community Development District c/o Rizzetta & Company 3434 Colwell Ave, Suite 200 Tampa, FL 33614

QUOTATIONS TERMS & CONDITIONS

and terms listed below.

Title:

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
- 2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
- 3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
- 4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
- 5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
- 6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits

Building and Content TIV
Inland Marine
Auto Physical Damage

Signature:

Date:

\$30,000 As per schedule attached Not Included
\$13,000 As per schedule attached

Chair Person



PUBLIC ENTITY FLORIDA UNINSURED MOTORISTS COVERAGE SELECTION OF LOWER LIMITS OR REJECTION OF COVERAGE

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU OR YOU ARE PURCHASING UNINSURED MOTORIST LIMITS LESS THAN YOUR LIABILITY LIMITS WHEN YOU SIGN THIS FORM, PLEASE READ CAREFULLY.

Quote Number: 100122261 Policy Effective Date:				
Insurer: Florida Insurance Alliance				
Applicant/Named Insured: Bexley Comm	nunity Development District			

Florida law permits you to make certain decisions regarding Uninsured Motorists Coverage provided under your policy. This document describes this coverage and various options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

Uninsured Motorists Coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting therefrom. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the policy. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability policies include Uninsured Motorists Coverage at limits equal to the Liability Coverage in your policy, unless you select a lower limit offered by the company or reject Uninsured Motorists Coverage entirely.

Please indicate by initialing below whether you entirely reject Uninsured Motorists Coverage or whether you select this coverage at limits lower than the Liability Coverage of your policy.

	I reject Uninsured Motorists Coverage entirely.
X	$_$ I reject Combined Single Limit for Liability Coverage and I select a lower limit of \$100,000.

I understand and agree that selection of any of the above options applies to my liability insurance policy and future renewals or replacements of such policy which are issued at the same Liability limits. If I decide to select another option at some future time, I must let the Insurer or my agent know in writing.

Applicant's/Named Insured's Signature

9/20/22

Date



Property Schedule

Bexley Community Development District

Policy No.:

100122261

Agent:

Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Bi	uilt	Eff. Date	Building	Value	II	
	Addı	ess	Const T	уре	Term Date	Contents	Value	lotalins	ured Value
	Roof Shape	Roof Pitch			Roof Co	vering	Covering	g Replaced	Roof Yr Blt
	Dog park & Pump Track/Bike Park	Fence	2017	7	10/01/2022	\$30,00	00		
1	@ Dog Park Ballantrae Blvd and Terazzo Way Land O Lakes FL 34638		Non comb	ustible	10/01/2023				\$30,000
				Building \ \$30.000	Value	Contents Value	2	Insured Va \$30,000	lue

Print Name: Doug South

______ Date: 9/20/27



Vehicle Schedule

Bexley Community Development District

Policy No.: 100122261

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Make	Model/Description	Department	AL Eff	Comp	Comp Eff	Term	Value	
Qty	Year	VIN#	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type	APD Rptd
1	Gator Moto	Utility Vehicles Electro Utility Buddy		10/01/2022	\$1,000	10/01/2022	10/01/2022		\$13,000
1	2017	1G9AE41G9HA493004	Extra Light Service	10/01/2023	\$1,000	10/01/2022	10/01/2023	Actual cash value	\$13,000
		· · · · · · · · · · · · · · · · ·	;	*******		'		Total	\$13,000
								ADD D-4-I	Ć42.000

gn: Voug South Date: 9/20/22

Tab 10

BEXLEY COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 3434 COLWELL AVENUE LANE · SUITE 200 · TAMPA, FLORIDA 33614

September 21, 2022

U.S. BANK NATIONAL ASSOCIATION

Bexley CDD, Special Assessment Revenue Bonds Series 2016 Corporate Trust Services Attention: Barrett Knack 60 Livingston Ave EP-MN-WS3T St. Paul, MN 55107

RE: Special Assessment Revenue Bonds Series 2016

Requisitions for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District's Construction Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE VIA USPS

REQUISITION NO.	PAYEE	AMOUNT
CR 413	Fields Consulting Group, LLC	\$720.00

If you have any questions regarding this request, please do not hesitate to call me at (813) 533-2950. Thank you for your prompt attention to this matter.

Sincerely, BEXLEY COMMUNITY DEVELOPMENT DISTRICT

Jennifer Goldyn District Manager

BEXLEY CDD

FORM OF REQUISITION FOR S2016

The undersigned, an Authorized Officer of BEXLEY COMMUNITY DEVELOPMENT DISTRICT (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2016, (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of April 1, 2016 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

September 14, 2022

(A) Requisition Number: CR 413

(B) Name of Payee: Fields Consulting Group, LLC

11749 Crestridge Loop Trinity, FL 34655

(C) Amount Payable: \$720.00

- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Invoice(s)** #2891 for Sign Posts
- (E) Fund or Account and subaccount, if any, from which disbursement to be made: **S2016 Construction Account**

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that disbursement set forth above is a proper charge against the S2016 Acquisition and Construction Account and the subaccount, if any, referenced **above**, that each disbursement set forth above was incurred in connection with the acquisition and construction of the S2016 Project and each represents a Cost of the S2016 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance subaccount, there shall be attached a certificate signed by the Consulting Engineers certifying approval of this requisition which must state that this disbursement is for a Cost of the S2016 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the S2016 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer attached as an Exhibit A to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

If this requisition is for a disbursement from other than the Costs of Issuance subaccount, it is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

BEXLEY COMMUNITY
DEVELOPMENT DISTRICT

Doug Youth Chairman

CONSULTING ENGINEER

[TO BE SIGNED BY CONSULTING ENGINEER FOR ALL COSTS EXCEPT FOR COSTS OF ISSUANCE]



MARKETING • DESIGN • PRINTING INDOOR / OUTDOOR SIGNS & MORE...

11749 Crestridge Loop Trinity, FL 34655

Invoice

Date	Invoice #
8/31/2022	2891

Bill To

Rizzetta & Company Bexley CDD Attn: Jennifer Goldyn 3434 Colwell Ave, Suite 200 Tampa, FL 33614

P.O. No.	Terms

end + Vibrato Lane" damaged sign 3" round x 12-ft (black) post, 12" post	1	495.00	
ree cross sign bracket top (black), me sign "Vibrato Ln" + "Tuner Bend"		493.00	495.00
ake out temporary post, detach the (1) all the following on to the new post s, post sign cap, sign cross, STOP	1	150.00	150.00
	1	75.00	75.00
	me sign "Vibrato Ln" + "Tuner Bend" ake out temporary post, detach the (1) all the following on to the new post s, post sign cap, sign cross, STOP late) a bare aluminum post and existing	ake out temporary post, detach the (1) all the following on to the new post s, post sign cap, sign cross, STOP	ake out temporary post, detach the (1) all the following on to the new post s, post sign cap, sign cross, STOP

Subtotal	\$720.00
Sales Tax (7.0%)	\$0.00
Total	\$720.00
Payments/Credits	\$0.00
Balance Due	\$720.00

Phone #	Fax#	E-mail
(727) 480-6514	(727) 836-9783	mike@fcgmarketing.com

BEXLEY COMMUNITY DEVELOPMENT DISTRICT

<u>District Office – Tampa, FL – 813-533-2950</u> <u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, FL 33614</u> www.bexleycdd.org

September 21, 2022

RIZZETTA & COMPANY, INC.
Bexley CDD, Custody Account
Attn: Tiffany Bogerty
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

RE: Custody Account, Series 2016 Requisitions for Payment

Dear Venessa:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Custody Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA USPS

REQUISITION NO.	PAYEE	AMOUNT
CUS 412	Cardno, Inc.	\$1,507.00

If you have any questions regarding this request, please do not hesitate to call me at (813) 533-2950. Thank you for your prompt attention to this matter.

Sincerely,
BEXLEY
COMMUNITY DEVELOPMENT DISTRICT

Jennifer Goldyn District Manager

BEXLEY CDD

FORM OF REQUISITION FOR 2016 PROJECT

The undersigned, an Authorized Officer of BEXLEY COMMUNITY DEVELOPMENT DISTRICT (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the 2016 Project.

September 15, 2022

- (A) Requisition Number: CUS 412
- (B) Name of Payee: Cardno, Inc.

P.O. Box 123422 Dallas, TX 75312-3422

- (C) Amount Payable: \$1,507.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Invoice(s)** #332223 for Professional Services through 04/29/2022.
- (E) Fund or Account and subaccount, if any, from which disbursement to be made: SunTrust Custody Account

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Custody account, that each disbursement set forth above was incurred in connection with the 2016 Project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from the Custody account, there shall be attached a certificate signed by the Consulting Engineers certifying approval of this requisition which must state that this disbursement is for a Cost of the 2016 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2016 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer attached as an Exhibit A to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

If this requisition is for a disbursement from the Custody account, it is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

BEXLEY COMMUNITY DEVELOPMENT DISTRICT

Chairman or Vice-Chairman

CONSULTING ENGINEER

[TO BE SIGNED BY CONSULTING ENGINEER FOR ALL COSTS EXCEPT FOR COSTS OF ISSUANCE]



Check Remittance: Cardno, Inc. PO BOX 123422 Dallas TX 75312-3422



EFT Remittance: Account Name: Cardno, Inc.

Bank Name: HSBC Bank USA, NA Routing Number: 022000020 | ABA Number: 021001088

> Account Number: 447006894 Email Notification: CBS.EFT@cardno.com

Taxpayer ID No. 45-2663666

Phone: 720 257 5800 | Fax: 303-945-7159 | Web: www.cardno.com

Please include an invoice copy with payment or reference the invoice number(s) and project number(s) on your remittance.

Bexley CDD Doug South 3434 Colwell Ave. Suite 200

Tampa FL 33614

Invoice Date: 05/20/2022

Terms: 30 Days
Project: R202064100
Project Manager:

Invoice #: 332223

Project Name: Bexley CDD: Bexley CD Parcel 4 Phase 2A

EMAIL ONLY- tbogerty@rizzetta.com Agreement# 23492

If you have any questions regarding your project, please contact Patrick Boser. Email: Patrick.boser@cardno.com Phone: 813-927-1201.

For Professional Services Rendered through: 4/29/2022

Phase: 5621 - Monthly (8) Maintenance 2/21

Monthly Fee 1,507.00

- April Event

Subtotal 1,507.00

Total This Phase \$1,507.00

Total Fee Type CPM: 1,507.00

Amount Due this Invoice \$1,507.00

Outstanding Invoices

Number	Date	Balance
332223	05/20/2022	1,507.00
312085	05/19/2021	-450.00
328566	03/15/2022	1,507.00
Total Nov	2,564.00	

Aging Balances

Under 30	31 - 60	61 - 90	Over 90
1,507.00	0.00	1,507.00	-450.00



Project #:	R202064100		Lake Management	
Project Name:	Bexley Parcel 4 Phase 2A		Mitigation Maintenance	>
Phase:	5621	Technician: FTN	Other	

TREATMENT DATE		AREAS TREATED /	METHOD C	OF TREATMENT / RESTRICTION	ONS
04/04/22	Mitigation S	Sites M-3,7,9,24,29,30			
01/00/00	0				
01/00/00	0				
01/00/00	0				
01/00/00	0				
01/00/00	0				
01/00/00	0				
01/00/00	0				
01/00/00	0				
01/00/00	0				
SPECIES TREATED:					
algae	_	paragrass	_	Additional Services:	
alligator weed	×	pennywort	_	dead fish clean up	_
azola	_	primrose willow	_	midge treatments	_
bacopa	_	punk tree	_	trash pick-up	_
bahiagrass	_	ragweed	×		
barnyard grass	×	salt bush	×		
Bermuda grass	×	sedges	_		
Brazilian pepper	_	sesbania	_		
caeserweed	×	soda apple	_		
Carolina willow	×	southern niaid	_		
castorbean	_	Spanish needles	_		
cattail	×	spike rush	_		
Chinese tallow	_	thistle	_		
climbing hempvine	×	torpedograss	×		
cogongrass	×	vetch	_		
dayflower	_	vines	×		
dog fennel	×	water fern	_		
dollarweed	_	water hyacinth	_		
duckweed	_	water-lettuce	_		
elderberry	_	water-lily	_		
grasses	×	watermeal	_		
hairy-pod cowpea	_	widget grass	_		
hydrilla	_	wild taro	_		
hydrocotyle	_				
indigo	_				
Comments:					