



**TWO LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
SPECIAL BOARD MEETING
MARCH 4, 2025
6:00 P.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33193
786.313.3661 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
 Aquabella Clubhouse
 10401 W 35th Lane
 Hialeah, Florida 33018
SPECIAL BOARD MEETING
 March 4, 2025
 6:00 p.m.

- A. Call to Order
- B. Seat Newly Elected Board Member (Seat 3)
- C. Proof of Publication.....Page 1
- D. Establish Quorum
- E. Declare Vacancies and Consider Appointment to Fill Vacancies (Seat 4)
- F. Administer Oath of Office and Review Board Member Responsibilities & Duties
- G. Consider Resolution No. 2025-01 – Election of Officers.....Page 2
- H. Additions or Deletions to Agenda
- I. Comments from the Public for Items Not on the Agenda
- J. Approval of Minutes
 - 1. October 24, 2024 Regular Board Meeting.....Page 3
- K. Old Business
 - 1. Update Regarding Lake Fountains.....Page 7
 - 2. Discussion Regarding Parking Rules and Towing (Clubhouses)
 - 3. Ratification of Clubhouse Agreements (*A copy of all the agreements will be available at the meeting*):
 - a. Security Services Agreement (Brotherhood Security Services)
 - b. Amended and Restated Agreement for Services Management and Validation (SDS, Inc.)
 - c. Pool Services Agreement (M&M Pool and Spa)
 - d. Handyman and Janitorial Services (JB Renovation Services)
 - e. HVAC Preventive Maintenance Services (Keeping it Cool HVAC Services, LLC)
 - f. Clubhouse Management Agreement (Miami Management, Inc.)
 - Ratification of any task orders made by District Manager under Section 19 of the Clubhouse Management Agreement with Miami Management, Inc.
 - 4. Consider Landscaping and Irrigation Rust Control Agreement (EcoLawn).....Page 10
 - 5. Consider Pest Control and Fertilization Services Agreement (Power Exterminators, Inc.).....Page 41
 - 6. Consider Waste Management Services Agreement (Waste Connections).....Page 60
 - 7. Consider First Amendment to the Aquabella Club Management Agreement (Miami Management, Inc.).....Page 84

L. New Business

1. Consider Resolution No. 2025-02 – Adopting a Fiscal Year 2025/2026 Proposed Budget.....Page 90
2. Consider Resolution No. 2025-03 – Designating Registered Agent.....Page 100
3. Discussion Regarding Coffee Machine for Main Clubhouse.....Page 102
4. Discussion Regarding Gym Upgrades.....Page 110
5. Discussion Regarding Aquabella Club Events and Food Truck Safety.....Page 124

M. Administrative Matters

N. Board Member & Staff Closing Comments

O. Adjourn

Publication Date
2025-02-24

Subcategory
Miscellaneous Notices

NOTICE OF SPECIAL BOARD MEETING OF THE
TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN that the Two Lakes Community Development District (the "District") will hold a Special Board Meeting (the "Meeting") of its Board of Supervisors (the "Board") on March 4, 2025, at 6:00 p.m. at the Aquabella Clubhouse located at 10401 W. 35th Lane, Hialeah, Florida 33018. The purpose of the Special Board Meeting is to consider the Fiscal Year 2025/2025 Proposed Budget and for the Board to consider any business that may lawfully and properly come before it.

A copy of the agenda for the Meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., at (561) 630-4922 or asilva@sdsinc.org (the "District Manager's Office") during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting.

Any person requiring special accommodations in order to access and participate in the Meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

District Manager
TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT
www.twolakescdd.org
IPL0218813
Feb 24 2025

RESOLUTION NO. 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “Board”) of the Two Lakes Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to Section 190.006(6), *Florida Statutes*, as soon as practicable after each election or appointment to the Board, the Board shall organize by electing one (1) of its members as chairperson and by electing a secretary, and such other officers as the Board may deem necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT, THAT:

1. The following persons are elected to the offices shown, to wit:

_____	Chairperson
_____	Vice Chairperson
_____	Secretary/Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED, ADOPTED and BECOMES EFFECTIVE this 4th day of March, 2025.

ATTEST:

**TWO LAKES
COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 24, 2024**

A. CALL TO ORDER

District Manager Armando Silva called the October 24, 2024, Regular Board Meeting of the Two Lakes Community Development District (the “District”) to order at 6:03 p.m. in the Aquabella Clubhouse located at 10401 W 35th Lane Hialeah, Florida 33018.

B. PROOF OF PUBLICATION

Mr. Silva presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Herald* on October 24, 2024, as legally required.

C. ESTABLISH A QUORUM

Mr. Silva determined that the attendance of the following Board Members constituted a quorum and it was in order to proceed with the meeting: Joseph Noriega, Mauricio Jaramillo, Carlos Mendiluze and Albert Abreu.

Staff in attendance included: District Manager Armando Silva of Regular District Services, Inc.; and District Counsel Liza Smoker of Billing, Cochran, Lyles, Mauro & Ramsey, P.A

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. September 26, 2024, Regular Board Meeting & Public Hearing

Mr. Silva presented the September 26, 2024, Regular Board Meeting & Public Hearing minutes and asked if there were any comments and/or changes. There being no comments or changes, a **motion** was made by Mr. Noriega, seconded by Mr. Mendiluze and unanimously passed approving the September 26, 2024, Regular Board Meeting & Public Hearing minutes, *as amended*; revising the name “Ms. Wald” to “Ms. Smoker” under agenda item J.1., second sentence.

G. OLD BUSINESS

1. Staff Report, as Required

There was no Staff Report at this time.

H. NEW BUSINESS

1. Discussion Regarding Clubhouse Management Agreement, Clubhouse Landscape Maintenance Agreement and Clubhouse Security Agreement

Mr. Silva presented the following Clubhouse Management proposals:

- Vesta Property Management - \$444,525.60
- Miami Management (current clubhouse management company) - \$393,364.52

A discussion ensued after which;

A **motion** was made by Mr. Mendiluze, seconded by Mr. Jaramillo and unanimously passed, approving the proposal from Miami Management pertaining to District Clubhouse Management Services for an amount not to exceed \$394,000; thus terminating the current Miami Management Agreement with the Aquabella Club; authorizes District Counsel to draft a Clubhouse Management Agreement; and designates Joseph Noriega as the District Board Member that will make decisions relating to the Clubhouse Management Services Agreement on behalf of the District Board.

Mr. Silva presented the Board with a Clubhouse Landscape and Irrigation Maintenance proposal from EcoLawn in the annual amount of \$53,280. A discussion ensued after which;

A **motion** was made by Mr. Abreu, seconded by Mr. Jaramillo and unanimously passed, approving the proposal from EcoLawn pertaining to Clubhouse Landscape and Irrigation Maintenance Services for an amount not to exceed \$54,000; and authorizes District Counsel to draft a Clubhouse Landscape and Irrigation Maintenance Services Agreement.

Mr. Silva presented the Board with a Clubhouse Security Services proposal from Brotherhood Security Services in the annual amount of \$127,800. A discussion ensued after which;

A **motion** was made by Mr. Mendiluze, seconded by Mr. Noriega and unanimously passed, approving the proposal from Brotherhood Security Services pertaining to Clubhouse Security Services for an amount not to exceed \$128,000; and authorizes District Counsel to draft a Clubhouse Security Services Agreement.

Mr. Silva stated that SDS will be incurring additional management oversight and financial responsibilities as a result of the District's Club acquisition which will take place on November 13, 2024. Furthermore, in order to offset the additional Staff time required for the increase in management responsibility, Mr. Silva requested the Board consider an additional management fee of \$2,000 per month. A discussion ensued after which;

A **motion** was made by Mr. Noriega, seconded by Mr. Mendiluze and passed unanimously approving the increase in District Management Fees, payable monthly to Special District Services, Inc., the District Manager, in the amount of \$2,000 per month, effective January 1, 2025.

2. Consider Resolution No. 2024-14 – Adopting a Fiscal Year 2023/2024 Amended Budget

Mr. Silva presented Resolution No. 2024-14, entitled:

RESOLUTION NO. 2024-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2023/2024 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Mr. Silva read the title of the resolution into the record and explained the purpose of the document. He went on to state that there was a positive Operating Fund Balance at the end of Fiscal Year 2023/2024 and noted that the District designated a carryover of this Fund Balance to balance the Fiscal Year 2023/2024 budget. A discussion ensued after which:

A **motion** was made by Mr. Noriega, seconded by Mr. Mendiluze and unanimously passed approving and adopting Resolution No. 2024-14, *as presented*, thereby approving the Amended Final 2023/2024 Fiscal Year Budget.

3. Consider Approval of Lien of Record

Ms. Smoker presented the Lien of Record of the District and explained that the document, once finalized, will be recorded in the Miami-Dade County Public Records. The document will define the amount of the Special Assessments, Series 2024, and that the District’s lien secures the payment of special assessments levied for the purpose of funding the District’s operating and maintenance expenses, and to pay the District’s bond indebtedness for the purpose of funding various improvements incurred by the District. No Board action was required on this matter; however, the Board, by motion approved recording of the document as legally required:

A **motion** was made by Mr. Abreu, seconded by Mr. Jaramillo and unanimously passed to authorize the recording of the Lien of Record applicable to the District Special Assessment Bonds, Series 2024.

4. Consider Approval of License Agreement for Public Clubhouse Access

Ms. Smoker provided an explanation for the License Agreement stating that the Aquabella Community Association (“Association”) is the owner of certain road rights-of-ways from the entrance(s) to the development to the Aquabella Clubhouses (which road rights-of-way include a portion of Tract A). The District desires to be the recipient of and the Association desires to grant a license over the License Area for public pedestrian, bicycle, and vehicular traffic traveling to and from the Club Property. A discussion ensued after which;

A **motion** was made by Mr. Jaramillo, seconded by Mr. Noriega and passed unanimously to approving and accepting in substantially final form, the License Agreement (Public Clubhouse Access) between the District and the Association and further authorizes District officers to execute the referenced documents, as required and upon final review by District Counsel.

5. Discussion Regarding SFWMD Request for Transfer of Environmental Resource Permit to Perpetual Operation and Maintenance Entity

Ms. Smoker stated that the drainage system of one of the Clubhouses was part of the overall development system permitted under SFWMD Environmental Resource Permit (ERP) No. 13-06225-

P. In October of 2018 SFWMD accepted the Developer’s Engineer of Record certificate of completion of the drainage system. However, the District Engineer’s review of SFWMD records show that the entity still responsible for maintaining the system remains to be the Developer (Two Lakes Hialeah LLC). The District Engineer has advised that the transferring of the maintenance responsibility to the CDD should be conducted. A discussion ensued after which;

A **motion** was made by Mr. Mendiluze, seconded by Mr. Jaramillo and unanimously passed accepting the transfer of the maintenance responsibility from Two Lakes LLC to Two Lakes CDD.

I. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Discussion Regarding Aquabella Club Rules, Club Schedule and Club Fee Schedule

Mr. Silva informed the Board that the Aquabella Club Rules, Club Schedule and Club Fee Schedule will be added to the District website.

2. Sale and Purchase Agreement (Amendment)

Ms. Smoker stated that Lennar provided her with an Amendment to Agreement for Sale and Purchase, which amends the Agreement to provide that “Seller is a Delaware limited liability company, and its sole Member is Lennar Homes, LLC, a Florida limited liability company”. This will be added to the closing documents for the District to execute at the time of closing. A discussion ensued after which;

A **motion** was made by Mr. Noriega, seconded by Mr. Mendiluze and unanimously passed, approving the Amendment to Agreement for Sale and Purchase.

J. BOARD MEMBER & STAFF CLOSING COMMENTS

Mr. Mendiluze asked if it’s possible for District Management to not print the meeting books and just email them out to the Board Members. A discussion ensued after which;

A **motion** was made by Mr. Mendiluze, seconded by Mr. Jaramillo and unanimously passed directing District Management to not print any meeting books for the Board Members.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Jaramillo, seconded by Mr. Mendiluze and passed unanimously adjourning the Regular Board Meeting at approximately 7:42 p.m.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson



City of Hialeah

Building Department

501 Palm Avenue 2nd Floor Hialeah, FL 33010

PHONE: (305) 883-5825

EMAIL: buildingdepartment@hialeahfl.gov

Monday-Friday/Counter Service 7:30 a.m.- 3:15 p.m.

Permit/Process# ELEC-000846-2025

Citizen Self Service link:

<https://hialeahfl-energovpub.tylerhost.net/apps/selfservice#/home>

Please note:

Sub-permits must be submitted through the online portal.

IMPORTANT NOTICE

Request inspections through the portal by 3 pm for next day inspection.

You can meet with the Inspector's and Reviewer's at the office or speak with them over the phone from 7:30 a.m. until 8:30 a.m.

Applications become null and void if a permit is not issued within 180 days.

Permits expire after 180 days from last APPROVED inspection date.



City of Hialeah

Building Department

501 Palm Avenue 2nd Floor Hialeah, FL 33010

PHONE: (305) 883-5825

EMAIL: buildingdepartment@hialeahfl.gov

Monday-Friday/Counter Service 7:30 a.m.- 3:15 p.m.

Permit/Process# ELEC-000849-2025

Citizen Self Service link:

<https://hialeahfl-energovpub.tylerhost.net/apps/selfservice#/home>

Please note:

Sub-permits must be submitted through the online portal.

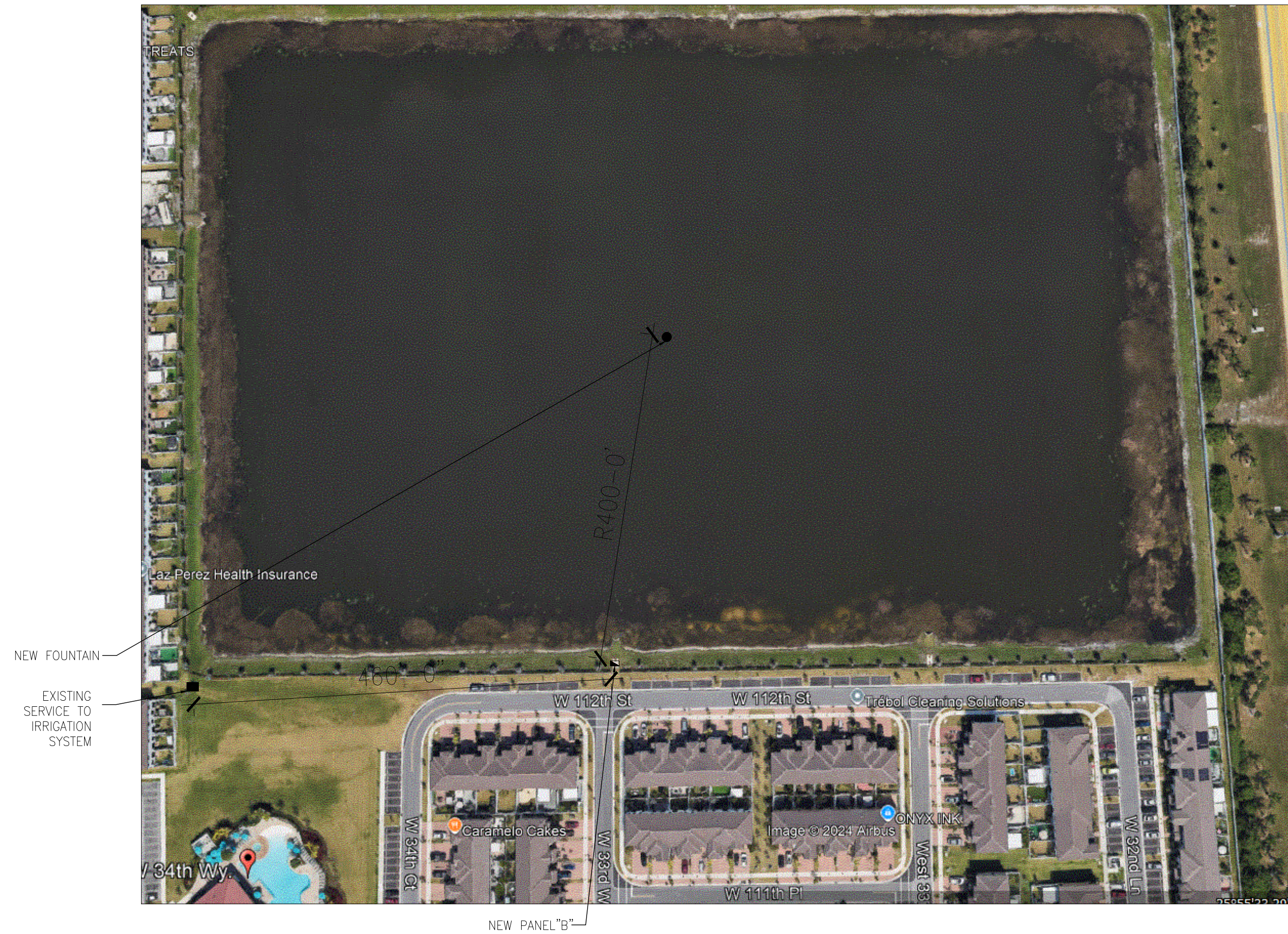
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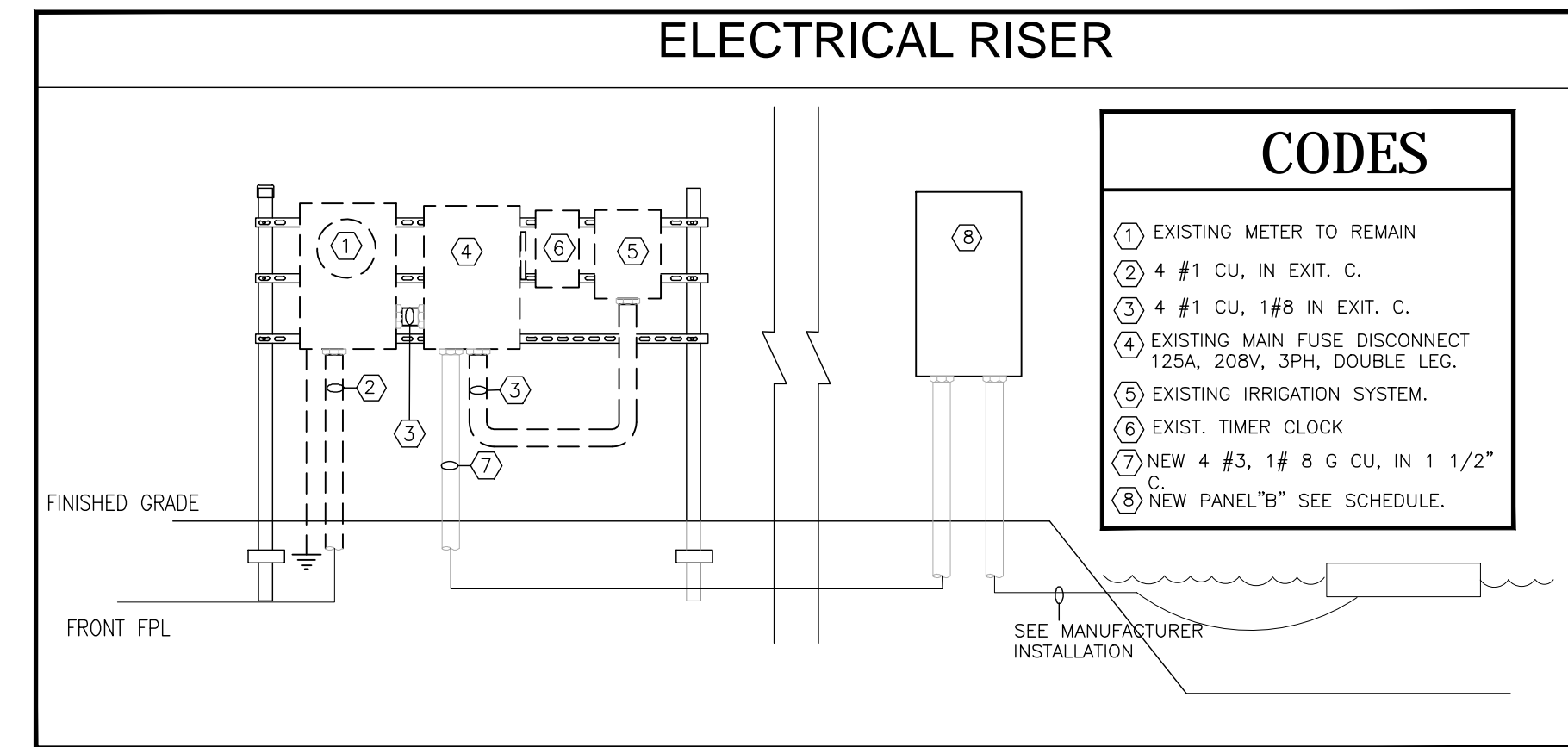
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EXISTING SERVICE
NTS



ELECTRICAL SCOPE OF WORK

INSTALL A NEW FLOATING FOUNTAINS, AS PER SHOP DRAWINGS. REQUIRED ADDITIONAL INFORMATION IS INCLUDED IN THIS PLAN.

PROVIDE NEW ELECTRICAL PANEL "B" TO FEED FOUNTAIN.

EQUIPMENT SCHEDULE							
Qty.	Equipment	MANUFACTURER	Model	Volts/HZ/PH	Amps	CABLE	CABLE RUM/OBSERVATION
1	FOUNTAINING	OTTERBINE	TRIAD 10PH	208/60/3	30.8	4/4	475 FT

TYPE: EXISTING		LOAD SUMMARY		VOLTS: 120/208 3Ø/4W, INCOMING			
MTG: SURFACE		METER CENTER		MAIN: 125A			
QTY	UNIT TYPE	PANEL TYPE	TOTAL LOAD (VA)	A PART. BRK.	WIRE	COND.	REMARKS
1	A	IRRIGATION	14,086		EXIST	EXIST	
1	B	PAN. B	13,853	3P-125A	#3 THEN CU	1-1/2	
TOTAL # OF UNITS: 2		UNIT TOTAL LOAD: 27,939		DEMAND FACTOR (%): 100		= 27,939 VA	
METER CENTER TOTAL LOAD:			78 AMPS				

VOLTAGE DROP CALCULATION		DATOS:	
THREE PHASE CIRCUIT		Voltage:	208
WIRE SIZE: # 3		Phase:	3PH
$V_d = \frac{1.73 \cdot K \cdot L \cdot I}{Cm}$	$V_d = \frac{22.32 \cdot x \cdot 405 \cdot x \cdot 31}{52820} = 6.07 \text{ V}$	Wire Code:	1
		Type Code:	Cu
		I (Amp.):	31
		Wire Size:	40
		Material:	112
		Temp.:	212
		Notes:	For Copper (Cu) @ 75°C
			For Aluminum (Al) @ 75°C

TYPE: GE, SIEMENS, ETC.		BUS RATING: 100A									
SERVICE: 3Ø/4W		MANS: MGO									
VOLTAGE: 120/208		POLES: 3									
MOUNTING: FLUSH		FEEDER: SEE RISER									
LOCATION: SHOWN ON PLANS		NEUTRAL: SEE RISER									
CNT	SERVES	TRIP POLE	WIRE	CON. UNIT	VA	CNT	SERVES	TRIP POLE	WIRE	CON. UNIT	VA
1	NEW FOUNTAINING	30.3	4	3.69A	3.69A	4					
2					3.69A	4					
3					3.69A	4					
4					3.69A	4					
5					3.69A	4					
6					3.69A	4					
7					3.69A	4					

LOAD CALCULATION
CONNECTED LOAD = 11,062 VA
25% LIGHT LOAD = 2,717 VA
25% OF THE LARGEST MOTOR LOAD = 2,717 VA
TOTAL LOAD = 13,853 VA 3Ø Amp.

ALL BREAKERS TO HAVE 10,000 AIC

TRIAD GIANT FOUNTAIN SPECIFICATIONS

MODEL: The model shall be a Triad Giant Fountain and produce a crowned geyser-like decorative spray pattern.

Spray dimensions for the upper pattern are: 36 feet (11 m) in height, and 0.5 feet (15 cm) in diameter. Spray dimensions for the middle pattern are: 18 feet (5.5 m) in height, and 33 feet (10 m) in diameter. Spray dimensions for the lower pattern are: 8 feet (2.4 m) in height, and 33 feet (10 m) in diameter.

PUMPING CAPACITIES: The primary pumping rate of the unit is 300 GPM (68 m³/hr) and the secondary or induced circulation rate is 3,000 GPM (680 m³/hr).

FLOAT: The float shall be made of high density polyethylene. Two sections of the float shall be filled with polyurethane. The float shall allow for easy height adjustment via a water intake which will minimize the visibility of the float and assist in keeping it level in the water.

NOZZLE: All nozzle ring systems shall be made of plastic/brass.

MOTOR: The motor shall be a 10HP, 208 volt, three phase, 60Hz submersible motor operating at 3450 RPM. The service factor shall be 1.15. The motor shall be a water-cooled 6 inch (15.2cm) Franklin Super Stainless Steel Motor or better.

PUMP: The pump shall be a Grundfos submersible pump for 10HP, 15HP and 25HP with a 4 inch (10.2cm) NPS discharge.

FRAME: The frame shall be manufactured of type 304 stainless steel with four polyethylene with UV inhibitor wheels affixed to the bottom for ease of installation.

SCREEN: The screen shall be manufactured of 22 gauge stainless steel and shall be removable from a boat.

UNDERWATER POWER CABLE: The power cable shall be type SOW or SOOW specifically designed for underwater use. The cable shall be U.L. listed. The conductors shall be flexible, bench stranded bare copper AWG 10, 8, 6, or 4 triple insulated to resist moisture, cracking, and softening. The outer jacket of the cable shall be a black CPE material. All underwater connections shall be spliced according to Franklin Motor Specifications. Power cable shall be able to be furnished in un-spliced lengths up to one thousand feet (305 m) if necessary.

POWER CONTROL CENTER: The electrical control components shall be mounted in a NEMA 4X rated enclosure with an externally mounted disconnect switch and a MANUAL - OFF - AUTO selector switch. The electrical system for units operating on 230 volt single or three phase with the exception of 15HP 230V single phase and 25HP, 230V three phase, shall include a circuit breaker and a 5 millamp GFCI (Ground Fault Circuit Interrupter). To operate the GFCI on 230 volt systems a grounded neutral must be present or an optional control transformer may be supplied. The electrical system for units operating on 380/50 Hz, 415V/50Hz and 460 volt shall have circuit breakers. For all units the motor starter shall be a combination magnetic full-voltage non-reversing type, 600 volts maximum, with magnetic and adjustable thermal trip overload relays and auxiliary contact for lighting. The electrical system shall include a three-pole surge arrester, rated for a maximum of 60,000 amperes discharge. The control system will include a 7 day timer.

TESTING: The fountain system shall be tested and approved as a unit. Unit must be tested by ETL, UL or other accredited testing facilities, and carry a CE certification.



Page 1 of 2

ELECTRICAL SYMBOL LEGEND	
SYMBOL	DESCRIPTION
\$	120/277 V., 20 AMP., SINGLE POLE LIGHT SWITCH AT 48" A.A.F.
\$3	120/277 V., 20 AMP., THREE WAY SWITCH AT 48" A.A.F.
\$D	120/277 V., 20 AMP., DIMMABLE SWITCH AT 48" A.A.F.
\$OC	120/277 V., 20 AMP., OCCUPANCY SENSOR SWITCH AT 48" A.A.F.
□	ELECTRICAL PANEL
60"	"60" = FRAME SIZE AND "F" DENOTES FUSE DISCONNECT SWITCH. "3" INDICATES NUMBER OF POLES; RECOMMENDED BY EQUIPMENT MANUFACTURER. SIZE AS 250V SPECIAL PURPOSE RECEPTACLE, TO MATCH EQUIPMENT PLUG
3	EXHAUST FAN
⊕	20 A, 120, V., DUPLEX RECEPTACLE, GROUNDING TYPE, U.O.N. MOUNTED 18" A.F.F. OR AS DIRECTED BY ARCHITECT.
⊕	20A, 120V GFI DUPLEX RECEPTACLE
⊕	20A, 120V SINGLE RECEPTACLE
⊕	20A, 120V QUADRUPLEX RECEPTACLE
J	CEILING OR WALL MOUNTED JUNCTION BOX.
▽	PHONE/DATA OUTLET @ +18" A.F.F. OR AS DIRECTED BY ARCHITECT. (J. BOX W/3/4" EMPTY CONDUIT TO CEILING SPACE). PROVIDE FULL STRING CEILING MOTION SENSOR.
MD	HOMERUN TO PANEL, DESIGNATION SHOWN INDICATES PANEL "P9", CIRCUIT NUMBER 9.
P9-9	COMBO SMOKE DETECTOR W/ BATTERY BACKUP
SD	WALL/CEILING MOUNTED EMERGENCY LIGHT W/BATTERY BACKUP
WP	WEATHERPROOF
⊕	ARROW OR CEILING MOUNTED EXIT LIGHT W/BATTERY. WALLS, NUMBER OF FACES AND MOUNTING AS REQUIRED TO INDICATE A CLEAN PAINT TO EXIT
⊕	WALL/CEILING MOUNT EMERGENCY/EXIT LIGHT COMBO UNIT WITH BATTERY BACKUP.

- ELECTRICAL NOTES**
- THE ENTIRE INSTALLATION SHALL BE IN ACCORDANCE WITH THE 2020 EDITION OF THE NATIONAL ELECTRICAL CODE(NEC), AND THE 8th EDITION OF THE 2023 FLORIDA BUILDING CODE AND ANY OTHER APPLICABLE FEDERAL, STATE AND LOCAL CODES.
 - THE CONTRACTOR SHALL PROVIDE ALL REQUIRED INSURANCE FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK.
 - IT SHALL NOT BE THE INTENT OF THESE PLANS AND SPECIFICATIONS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. CONTRACTOR SHALL FURNISH AND INSTALL ANY ADDITIONAL CONDUIT, BOXES AND WIRING NECESSARY FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS FOR EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING TO ORIGINAL CONDITIONS ANY AND ALL DAMAGES TO BUILDING SURFACES, EQUIPMENT, ETC. CAUSED DURING THE PERFORMANCE OF WORK.
 - THE CONTRACTOR SHALL NOT SCALE THE ELECTRICAL DWGS. REFER TO ARCHITECTURAL PLANS AND ELEVATIONS FOR EXACT LOCATIONS OF ALL EQUIPMENT UNLESS NOTED OTHERWISE.
 - CONTRACTOR SHALL COORDINATE HIS WORK WITH THE GENERAL CONTRACTOR SO THAT INTERFERENCE WITH OTHER TRADES BE AVOIDED.
 - CONTRACTOR SHALL COORDINATE SERVICES WITH THE RESPECTIVE UTILITY COMPANIES.
 - ALL CONDUCTORS SHALL BE STRANDED COPPER, TYPE THHN/THWN, EXCEPT WHERE OTHERWISE REQUIRED BY U.L. OR ANY CODE. MINIMUM WIRE SIZE SHALL BE 12 AWG, EXCLUDING CONTROL WIRING.
 - ALL CONDUCTORS SHALL BE IN CONDUITS. CONDUITS SHALL BE GALVANIZED RIGID STEEL (GRC) EXCEPT THAT:
 - (A) ELECTRICAL METALLIC TUBING (EMT) MAY BE USED IN OR ON WALLS OR CEILINGS WHERE NOT SUBJECT TO MECHANICAL DAMAGE, DAMP OR CORROSIVE CONDITIONS;
 - (B) FLEXIBLE METALLIC CONDUIT WHERE REQUIRED IN DRY LOCATIONS ONLY. ALL CONDUITS IN HAZARDOUS AREAS (PER NEC) SHALL MEET THE REQUIREMENTS OF NEC CHAPTER 5.
 - UNLESS NOTED AS EXISTING, ALL EQUIPMENT, WIRING, DEVICES, ETC. SHALL BE NEW.
 - ALL DISCONNECT SWITCHES SHALL BE SIZED BY NEC REQUIREMENTS TO ACCOMMODATE THE EQUIPMENT SERVED, INCLUDING REJECTION CLIPS AND FUSES. SWITCHES SHALL BE HP RATED FOR MAXIMUM HORSEPOWER.
 - CONTRACTOR SHALL VERIFY CIRCUIT PROTECTIVE DEVICE RATING FOR EQUIPMENT PRIOR TO INSTALLATION.
 - ALL ELECTRICAL EQUIPMENT SHALL BE RAIN/TIGHT (NEMA 3R) WHERE EXPOSED TO THE WEATHER. ALL FLEX CONDUITS CONNECTED TO SUCH EQUIPMENT SHALL BE LIQUIDTIGHT.
 - OUTLET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, CAST ALLOY WITH THREADED HUBS IN WET OR DAMP LOCATIONS, AND SPECIAL ENCLOSURES AS REQUIRED FOR OTHER CLASSIFIED AREAS, U.O.N.
 - PROVIDE ALL FIXTURES WITH LAMPS, VERIFY TYPE WITH MANUFACTURER.
 - ALL ELECTRICAL EQUIPMENT SHALL BE INSTALLED IN ACCESSIBLE AREAS ONLY.
 - LIGHTING FIXTURES DESCRIBED HEREIN ARE INTENDED TO INDICATE THE GENERAL FIXTURE TYPE, WHICH SHALL BE SUBSTANTIALLY AS SPECIFIED. IT IS NOT THE INTENT OF THIS SPECIFICATIONS TO REQUIRE THE PRODUCT OF ANY PARTICULAR MANUFACTURER WHOSE PRODUCT IS SPECIFIED.
 - ALL LUMINARIES SHALL BE PROPERLY SUPPORTED IN ACCORDANCE WITH THE CEILING SYSTEM MANUFACTURER RECOMMENDATIONS AND LOCAL CODE REQUIREMENTS.
 - THIS DRAWING IS A GUIDE FOR THE ELECTRICAL INSTALLATION. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING A FUNCTIONING SYSTEM.

ROBERTO BARREIRO
68363 P.E.
This item has been digitally signed and sealed by Roberto Barreiro, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
SEAL

INSTALL NEW FLOAT
FOUNTAINS AT TWO LAKES BY
LENNAR

11061 W 34 WAY, HIALEAH, FL 33018.

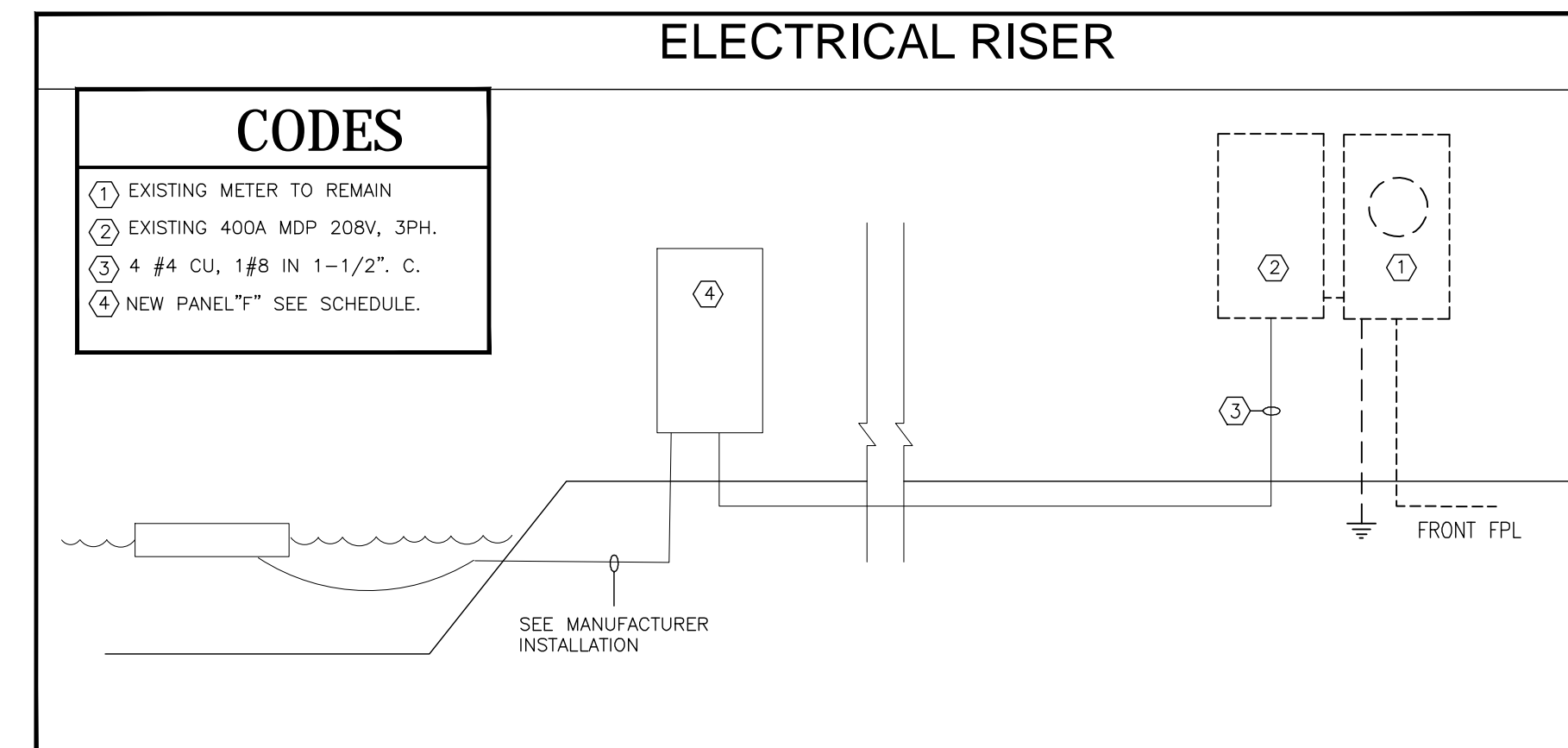
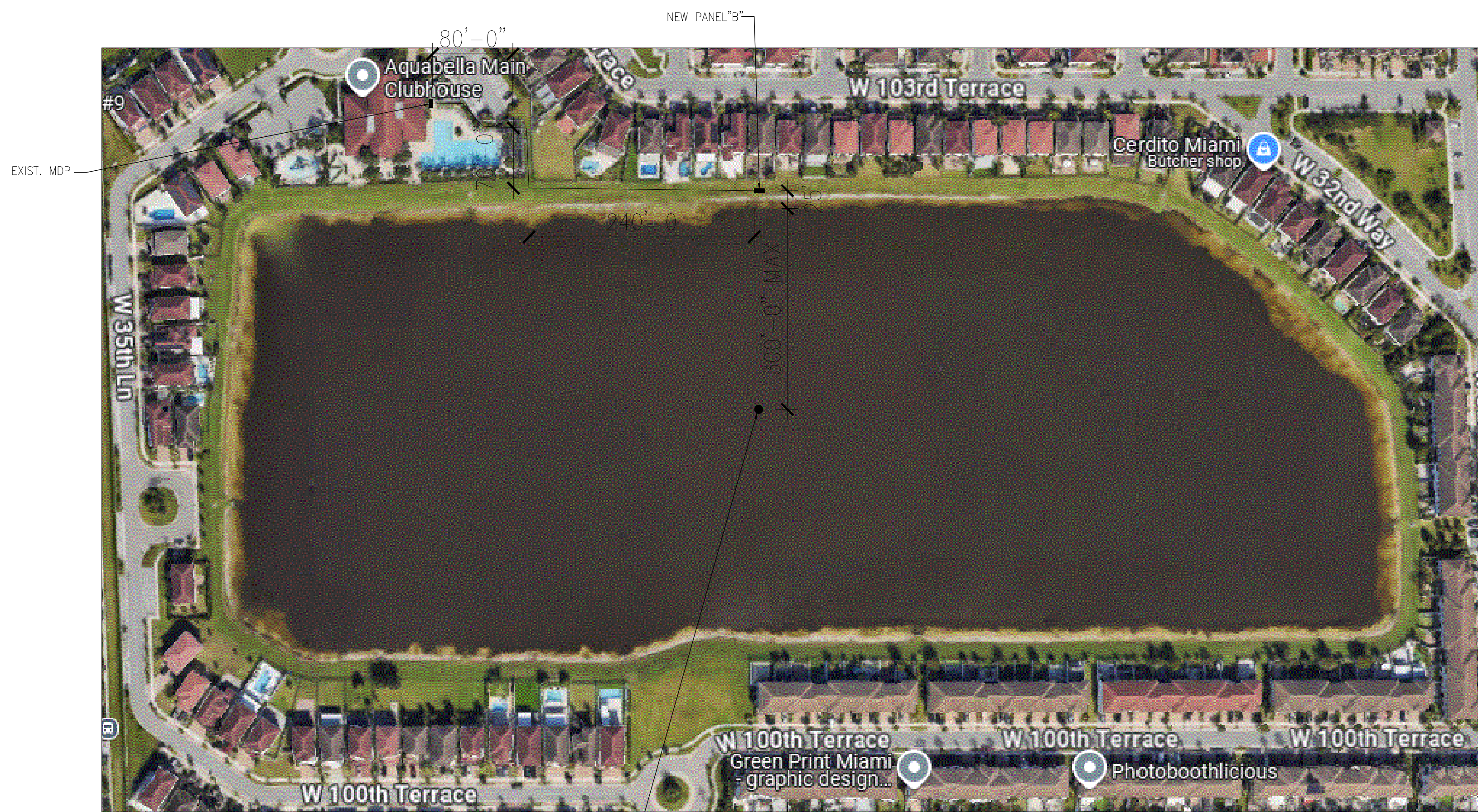
DESCRIPTION
Project No.
P-24041
Date:
07-26-24
Drawn By:
JS
Approved By:
R.B.

REVISIONS

B&A ENGINEERING SERVICES
16063 SW 57 ST MIAMI, FL 33193
Florida Register: PE 68363

ROBERTO BARREIRO
68363 P.E.
SHEET NO.

E-1



ELECTRICAL SCOPE OF WORK

INSTALL A NEW FLOATING FOUNTAINS. AS PER SHOP DRAWINGS. REQUIRED ADDITIONAL INFORMATION IS INCLUDED IN THIS PLAN.

PROVIDE NEW ELECTRICAL PANEL "B" TO FEED FOUNTAIN.

EQUIPMENT SCHEDULE								
Qty.	Equipment	MANUFACTURER	Model	Volts/HZ/PH	Amps	CABLE	CABLE RUN	OBSERVATION
1	FOUNTAIN	OTTERBINE	TRIAD 10PH	208/60/3	30.8	4/4	475 FT	

ROBERTO BARREIRO
68363 P.E.
This item has been digitally signed and sealed by Roberto Barreiro, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
SEAL

INSTALL NEW FLOAT FOUNTAINS AT AQUABELLA BY LENNAR

15944 NW 97th AVE, HIALEAH, FL 33018.

TYPE: EXISTING		VOLTS: 120/208		3Ø,4W.		
DISTRIBUTION PANEL		PANEL MDP		MAIN: 400A MCB (42KAIC)		
QTY	PANEL TYPE	KVA	AMP	PROTECTION POLES	CB	WIRE & CONDUIT
1	PNL 'B'	29.67	82	3	100A	
2	PNL 'A'	41	115	3	200A	
3	POOL PNL	15	72	2	100A	
4	KIDS POOL PNL	9	43	2	60A	
5	OUTDOOR BAR	4	19.7	2	20A	
6	FOUNTAIN	13.85	30.8	3	80A	4#3 THHN CU
TOTAL		105.55	292	AMPS		

VOLTAGE DROP CALCULATION		DATE:	
THREE PHASE CIRCUIT		WIRE SIZE: #3	
$V_d = \frac{1.73 \times K \times L \times I}{Cm}$	$V_d = \frac{22.32 \times 406 \times 31}{2000}$	2.92 %	
For Copper (Cu) @ 75°C		For Aluminum (Al) @ 75°C	

TYPE: GE, SIEMENS, ETC.		SERVICES: 3Ø, 4W		BUS RATING: 100A							
VOLTAGE: 120/208		MOUNTING: FLUSH		PANEL 'F'							
LOCATION: SHOWN ON PLANS		FEEDER: SEE RISER		NEUTRAL: SEE RISER							
CKT	SERVES	TRIP POLE	WIRE	CON. DUCT	VA	CKT	SERVES	TRIP POLE	WIRE	CON. DUCT	VA
1					3,694	2					3,694
2	NEW FOUNTAIN	30/3	4	*	3,694	4					3,694
3					465	8					465
4					13.2						13.2
5					21.2						21.2

(*) RECOMMENDED BY MANUFACTURER CHECK INSTRUCTION

LOAD CALCULATION
CONNECTED LOAD = 11,883 VA
25% LIGHT LOAD = VA
25% OF THE LARGEST MOTOR LOAD = 2,771 VA
TOTAL LOAD = 11,883 VA 38 Amps

ALL BREAKERS TO HAVE 10,000 AIC

TRIAD GIANT FOUNTAIN SPECIFICATIONS
10HP 208V 3PH 60HZ

MODEL: The model shall be a Triad Giant Fountain and produce a crowned geyser-like decorative spray pattern.

SPRAY DIMENSIONS: The upper pattern are: 36 feet (11 m) in height, and 0.5 feet (15 cm) in diameter. Spray dimensions for the middle pattern are: 18 feet (5.5 m) in height, and 33 feet (10 m) in diameter. Spray dimensions for the lower pattern are: 8 feet (2.4 m) in height, and 33 feet (10 m) in diameter.

PUMPING CAPACITIES: The primary pumping rate of the unit is 300 GPM (68 m³/hr) and the secondary or induced circulation rate is 3,000 GPM (680 m³/hr).

FLOAT: The float shall be made of high-density polyethylene. Two sections of the float shall be filled with polyurethane. The float shall allow for easy height adjustment via a water intake which will minimize the visibility of the float and assist in keeping it level in the water.

NOZZLE: All nozzle ring systems shall be made of plastic/brass.

MOTOR: The motor shall be a 10HP, 208 volt, three phase, 60Hz submersible motor operating at 3450 RPM. The service factor shall be 1.15. The motor shall be a water-cooled 6 inch (15.2cm) Franklin Super Stainless Steel Motor or better.

PUMP: The pump shall be a Grundfos submersible pump for 10HP, 15HP and 25HP with a 4 inch (10.2cm) NPS discharge.

FRAME: The frame shall be manufactured of type 304 stainless steel with four polyethylene with UV inhibitor wheels affixed to the bottom for ease of installation.

SCREEN: The screen shall be manufactured of 22 gauge stainless steel and shall be removable from a boat.

UNDERWATER POWER CABLE: The power cable shall be type SOW or SOOW specifically designed for underwater use. The cable shall be U.L. listed. The conductors shall be flexible, bench stranded bare copper AWG 10, 8, 6, or 4 triple insulated to resist moisture, cracking, and softening. The outer jacket of the cable shall be a black CPE material. All underwater connections shall be spliced according to Franklin Motor Specifications. Power cable shall be able to be furnished in un-spliced lengths up to one thousand feet (305 m) if necessary.

POWER CONTROL CENTER: The electrical control components shall be mounted in a NEMA 4X rated enclosure with an externally mounted disconnect switch and a MANUAL - OFF - AUTO selector switch. The electrical system for units operating on 230 volt single or three phase with the exception of 15HP 230V single phase and 25HP, 230V three phase, shall include a circuit breaker and a 5 millamp GFCI (Ground Fault Circuit Interrupter). To operate the GFCI on 230 volt systems a grounded neutral must be present or an optional control transformer may be supplied. The electrical system for units operating on 380/50 Hz, 415V/50Hz and 460 volt shall have circuit breakers. For all units the motor starter shall be a combination magnetic full-voltage non-reversing type, 600 volts maximum, with magnetic and adjustable thermal trip overload relays and auxiliary contact for lighting. The electrical system shall include a three-pole surge arrester, rated for a maximum of 60,000 amperes discharge. The control system will include a 7 day timer.

TESTING: The fountain system shall be tested and approved as a unit. Unit must be tested by ETL, UL or other accredited testing facilities, and carry a CE certification.



ELECTRICAL SYMBOL LEGEND

SYMBOL	DESCRIPTION
Ⓢ	120/277 V., 20 AMP., SINGLE POLE LIGHT SWITCH AT 48" A.A.F.
Ⓢ 3	120/277 V., 20 AMP., THREE WAY SWITCH AT 48" A.A.F.
Ⓢ D	120/277 V., 20 AMP., DIMMABLE SWITCH AT 48" A.A.F.
Ⓢ OC	120/277 V., 20 AMP., OCCUPANCY SENSOR SWITCH AT 48" A.A.F.
Ⓢ	ELECTRICAL PANEL
60"	"60" = FRAME SIZE AND "F" DENOTES FUSE DISCONNECT SWITCH. "3" INDICATES NUMBER OF POLES; RECOMMENDED BY EQUIPMENT MANUFACTURER. SIZE AS 250V SPECIAL PURPOSE RECEPTACLE, TO MATCH EQUIPMENT PLUG
Ⓢ	EXHAUST FAN
Ⓢ	20 A., 120V., V., DUPLEX RECEPTACLE, GROUNDING TYPE, U.O.N. MOUNTED 18" A.F.F. OR AS DIRECTED BY ARCHITECT.
Ⓢ	20A, 120V GFI DUPLEX RECEPTACLE
Ⓢ	20A, 120V SINGLE RECEPTACLE
Ⓢ	20A, 120V QUADRUPLX RECEPTACLE
Ⓢ	CEILING OR WALL MOUNTED JUNCTION BOX.
Ⓢ	PHONE/DATA OUTLET @ +18" A.F.F. OR AS DIRECTED BY ARCHITECT. (J. BOX W/3/4" EMPTY CONDUIT TO CEILING SPACE). PROVIDE PULL STRING CEILING MOTION SENSOR.
Ⓢ	HOMERUN TO PANEL, DESIGNATION SHOWN INDICATES PANEL "P9", CIRCUIT NUMBER 9.
Ⓢ	COMBO SMOKE DETECTOR W/BATTERY BACKUP
Ⓢ	WALL/CEILING MOUNTED EMERGENCY LIGHT W/BATTERY BACKUP WEATHERPROOF
Ⓢ	WALL OR CEILING MOUNTED EXIT LIGHT W/BATTERY. ARROWS, NUMBER OF FACES AND MOUNTING AS REQUIRED TO INDICATE A CLEAN PAINT TO EXIT
Ⓢ	WALL/CEILING MOUNT EMERGENCY/EXIT LIGHT COMBO UNIT WITH BATTERY BACKUP.

- ELECTRICAL NOTES**
- THE ENTIRE INSTALLATION SHALL BE IN ACCORDANCE WITH THE 2020 EDITION OF THE NATIONAL ELECTRICAL CODE(NEC), AND THE 8th EDITION OF THE 2023 FLORIDA BUILDING CODE AND ANY OTHER APPLICABLE FEDERAL, STATE AND LOCAL CODES.
 - THE CONTRACTOR SHALL PROVIDE ALL REQUIRED INSURANCE FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK.
 - IT SHALL NOT BE THE INTENT OF THESE PLANS AND SPECIFICATIONS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. CONTRACTOR SHALL FURNISH AND INSTALL ANY ADDITIONAL CONDUIT, BOXES AND WIRING NECESSARY FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS FOR EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING TO ORIGINAL CONDITIONS ANY AND ALL DAMAGES TO BUILDING SURFACES, EQUIPMENT, ETC. CAUSED DURING THE PERFORMANCE OF WORK.
 - THE CONTRACTOR SHALL NOT SCALE THE ELECTRICAL DWGS. REFER TO ARCHITECTURAL PLANS AND ELEVATIONS FOR EXACT LOCATIONS OF ALL EQUIPMENT UNLESS NOTED OTHERWISE.
 - CONTRACTOR SHALL COORDINATE HIS WORK WITH THE GENERAL CONTRACTOR SO THAT INTERFERENCE WITH OTHER TRADES BE AVOIDED.
 - CONTRACTOR SHALL COORDINATE SERVICES WITH THE RESPECTIVE UTILITY COMPANIES.
 - ALL CONDUCTORS SHALL BE STRANDED COPPER, TYPE THHN/THWN, EXCEPT WHERE OTHERWISE REQUIRED BY U.L. OR ANY CODE. MINIMUM WIRE SIZE SHALL BE 12 AWG, EXCLUDING CONTROL WIRING.
 - (A) ELECTRICAL METALLIC TUBING (EMT) MAY BE USED IN OR ON WALLS OR CEILINGS WHERE NOT SUBJECT TO MECHANICAL DAMAGE, DAMP OR CORROSIVE CONDITIONS;
 - (B) FLEXIBLE METALLIC CONDUIT WHERE REQUIRED IN DRY LOCATIONS ONLY. ALL CONDUITS IN HAZARDOUS AREAS (PER NEC) SHALL MEET THE REQUIREMENTS OF NEC CHAPTER 5.
 - UNLESS NOTED AS EXISTING, ALL EQUIPMENT, WIRING, DEVICES, ETC. SHALL BE NEW.
 - ALL DISCONNECT SWITCHES SHALL BE SIZED BY NEC REQUIREMENTS TO ACCOMMODATE THE EQUIPMENT SERVED, INCLUDING REJECTION CLIPS AND FUSES. SWITCHES SHALL BE HP RATED FOR MAXIMUM HORSEPOWER.
 - CONTRACTOR SHALL VERIFY CIRCUIT PROTECTIVE DEVICE RATING FOR EQUIPMENT PRIOR TO INSTALLATION.
 - ALL ELECTRICAL EQUIPMENT SHALL BE RAINIGHT (NEMA 3R) WHERE EXPOSED TO THE WEATHER. ALL FLEX CONDUITS CONNECTED TO SUCH EQUIPMENT SHALL BE LIQUDTIGHT.
 - OUTLET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, CAST ALLOY WITH THREADED HUBS IN WET OR DAMP LOCATIONS, AND SPECIAL ENCLOSURES AS REQUIRED FOR OTHER CLASSIFIED AREAS, U.O.N.
 - PROVIDE ALL FIXTURES WITH LAMPS, VERIFY TYPE WITH MANUFACTURER.
 - ALL ELECTRICAL EQUIPMENT SHALL BE INSTALLED IN ACCESSIBLE AREAS ONLY.
 - LIGHTING FIXTURES DESCRIBED HEREIN ARE INTENDED TO INDICATE THE GENERAL FIXTURE TYPE, WHICH SHALL BE SUBSTANTIALLY AS SPECIFIED. IT IS NOT THE INTENT OF THIS SPECIFICATIONS TO REQUIRE THE PRODUCT OF ANY PARTICULAR MANUFACTURER WHOSE PRODUCT IS SPECIFIED.
 - ALL LUMINARIES SHALL BE PROPERLY SUPPORTED IN ACCORDANCE WITH THE CEILING SYSTEM MANUFACTURER RECOMMENDATIONS AND LOCAL CODE REQUIREMENTS.
 - THIS DRAWING IS A GUIDE FOR THE ELECTRICAL INSTALLATION. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR PROVIDING A FUNCTIONING SYSTEM.

DESCRIPTION	
Project No.	P-24042
Date:	07-26-24
Drawn By:	JS
Approved By:	R.B.

REVISIONS

B & A ENGINEERING SERVICES
16063 SW 57 ST MIAMI, FL 33193
Florida register: PE 68363

ROBERTO BARREIRO
68363 P.E.

SHEET NO.

E-1

**SERVICES AGREEMENT
(Landscaping and Rust Control)**

THIS SERVICES AGREEMENT (the “Agreement”) is made and entered into this 24 day of February, 2025, with an effective date of November 13, 2024 (“Effective Date”) by and between:

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”),

and

ECOLAWN SERVICES, INC., a Florida corporation, whose principal address is 5755 SW 123rd Avenue, Miami, Florida 33183, and whose mailing address is 7501 SW 117th Avenue, Unit #832377, Miami, Florida 33283 (the “Contractor”).

Recitals

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

WHEREAS, the District is the owner of lands and clubhouse facilities located at 10401 West 35 Lane, Hialeah, Florida 33018 (Folio Number 04-2016-006-3900), together with the related improvements and fixtures including but not limited to offices, restroom facilities, a health/fitness facility, swimming pool and related facilities, and appurtenant recreational facilities (“Clubhouse 1” or “Main Clubhouse”), and clubhouse facilities located at 11061 West 34 Way, Hialeah, Florida 33018 (Folio Number 04-2016-008-7690), together with the related improvements and fixtures including but not limited to offices, a health/fitness facility, restroom facilities, swimming pool and related facilities, and appurtenant recreational facilities (“Clubhouse 2”), known as Aquabella Club within the boundaries of the Two Lakes Community Development District in Miami-Dade County, Florida (collectively, the “Clubhouse Amenity Center”); and

WHEREAS, the District has a need to retain an independent contractor to provide certain landscape maintenance services, including but not limited to lawn service, soot pruning trees, palm trimming, mulching, flowering plantings, irrigation maintenance and monthly wet checks, and rust control services within the District (the “Landscape Maintenance Services”); and

WHEREAS, the District has a need to retain an independent contractor to install new rid-o-rust pump systems together with new 275 gallon reservoir tanks at Clubhouse 1 and Clubhouse 2 (the “Rust Pump System Installation”); and

WHEREAS, the Landscape Maintenance Services are described with particularity in this Agreement herein and in the Contractor's proposal, which is attached hereto and incorporated herein as Exhibit A, and the Rust Pump System Installation is described with particularity in this Agreement herein and in the attached Estimate No. 1902 for Clubhouse 1 dated January 21, 2025, and Estimate No. 1903 for Clubhouse 2 dated January 21, 2025, copies of which are attached hereto and made a part hereof as Composite Exhibit B, (collectively the "Proposal" or Specifications").

WHEREAS, in the event of a severe storm event, the District has the need to have in place hurricane procedures and storm preparedness as part of the scope of services with pre-approved pricing ("Additional Work"); and

WHEREAS, in preparation for hurricane seasons, the District has received and desires to accept pre-approved pricing from the Contractor for such Additional Work, if needed, as is more particularly described in Exhibit C attached hereto (the "Hurricane Rates"); and

WHEREAS, the Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform the services as detailed in this Agreement and Specifications, and those additional services delineated in any Contractor-prepared work authorizations/proposals accepted by the District and which are to be performed in accordance with this Agreement (the "Services" or "Work").

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

Section 1. Recitals. The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Duties.

A. The duties, obligations and responsibilities of Contractor are described in the Specifications, attached hereto and incorporated herein by reference as Exhibit A and Composite Exhibit B.

B. Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform complete, high quality services in accordance with this Agreement and the Specifications.

C. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Nothing in this Agreement shall be construed to obligate either party to conduct business exclusively with the other party.

D. In providing the Services identified in this Agreement, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting,

and controlling all aspects to assure completion of the Services.

E. Contractor shall regularly notify the District Manager of the District or his or her designee via email or as otherwise approved by the District Manager of the time and dates when Services are scheduled to be performed and after such services have been performed. On no more than a monthly basis, Contractor shall prepare and deliver to the District Manager or his or her designee via email reports detailing Services performed during the prior month.

F. Contractor agrees, as an independent contractor, to undertake and perform the Services specified in this Agreement, as amended from time to time, or in any authorized work order by the District issued in connection with this Agreement and accepted by Contractor.

G. All Services shall be performed in a neat and professional manner reasonably acceptable to the District and shall be performed in accordance with industry standards in Miami-Dade County, Florida. All Services performed by Contractor under and related to this Agreement shall conform to any written instructions issued by the District.

H. Should any work or services be required which are not specified in this Agreement or any amendment thereto, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

I. Contractor agrees that District shall not be liable for the payment of any Services or other services not included as part of this Agreement, unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such services.

J. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

K. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law. At the request of the District Representative, Contractor agrees to reasonably meet with District Representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

L. Contractor agrees to respond to all emergencies within 24 hours and non-

emergency matters within 48 hours. Contractor shall respond with either written (by email) or verbal acknowledgement of the situation or complaint and shall specify Contractor's plan of action. Any verbal complaints or emergencies shall be followed up or confirmed in writing (by email) by the District.

Section 3. Compensation. In exchange for providing the Services identified in the Specifications, as amended from time to time, the District agrees to compensate Contractor as follows:

A. An annual contract amount not to exceed **FIFTY-SIX THOUSAND FIVE HUNDRED AND 00/100 (\$56,500.00) DOLLARS**, for the Landscape Maintenance Services (Exhibit A), payable to Contractor as follows:

Description	Amount	Payment Due
Initial Payment	\$4,708.37	First Month Upon Completion of Services
11 Monthly Payments	\$4,708.33	Each Subsequent Month Upon Completion of Services
Total Annual Amount:	\$56,500.00	

Invoices shall be generated from the Contractor monthly and delivered to the District so that payments can be made. This provision supersedes any payment schedule or plan set forth in Exhibit A.

Additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his or her designee, shall not exceed the rates set forth in the Specifications, and further provided that any additional compensation for additional duties shall not cause the total amount for services to exceed the statutory public bidding threshold for service contracts pursuant to Florida Statutes. Following the Contractor's provision of the Services during a given month, Contractor shall provide the District with an invoice describing the monthly services provided before the last day of the month representing the pro rata installment of the Contract Amount due for that month. All invoices will be paid in accordance with the Florida Prompt Payment Act.

B. A lump sum amount not to exceed **TWO THOUSAND FOUR HUNDRED AND 00/100 (\$2,400.00) DOLLARS**, for the Rust Pump System Installation (Composite Exhibit B), payable to Contractor as follows:

Description	Amount	Payment Due
Installation of new rid-o-rust pump system and 275 gallon reservoir tank for Clubhouse 1 (Main Clubhouse)	\$1,200.00	Upon Completion
Installation of new rid-o-rust pump system and 275 gallon reservoir tank for Clubhouse 2	\$1,200.00	Upon Completion
Total Amount:	\$2,400.00	

Payment will be made upon completion of the Work and after the Work has passed final inspection by the District and applicable permitting agencies, if any. Invoice(s) shall be generated from the Contractor and delivered to the District so that payment can be made.

Contractor understands and agrees that state or local government sales tax shall not be charged to the District, as the District is a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes.

Section 4. Contractor's Acceptance of Conditions. The Contractor has carefully examined the areas and properties within the District upon which Contractor will perform Services pursuant to this Agreement and has made sufficient tests and other investigations to be fully satisfied as to site conditions.

Section 5. Waiver. It is understood and agreed that the approval or acceptance by the District of any part of the work performed by Contractor under this Agreement as being in compliance with terms of this Agreement and related Specifications, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement and related Specifications.

Section 6. Protection of Property and Public.

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Services provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Services are being performed, from sunset to sunrise. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of the District or on any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

D. Buildings, sidewalks, fences, shade trees, lawns, landscaping, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

E. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and the provisions of Services within twenty-four (24) hours.

Section 7. Insurance.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage;
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Two Lakes Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

Section 8. Indemnification.

A. Contractor shall indemnify, defend, and save harmless District, its officers, agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property to the extent caused in whole or in part by any negligence, act, omission, or default of the Contractor, its agents, servants or employees arising from this Agreement or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 7 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

C. The Contractor acknowledges that the District is a local unit of special purpose government organized under the provisions of Chapter 190, Florida Statutes, that the District is a "State agency or subdivision" as defined in Section 768.28, Florida Statute, and that the District is afforded the protections, immunities, and limitations of liability afforded the District thereunder. Nothing in this Agreement is intended or should be construed as a waiver of the doctrine of sovereign immunity or the protections, immunities and limitations of liability afforded the District pursuant to Section 768.28, Florida Statutes.

D. This indemnification obligations shall survive the expiration or termination of this Agreement to the extent provided for by Florida law.

Section 9. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, and administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District, and the District will not be liable for any obligation incurred by Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

Section 10. Site Manager. The foreman for Contractor shall communicate with the District Manager on a regular basis for matters relating to the Services and upon each occurrence of the performance of the Services. The District may, in its discretion, notify Contractor that the District has hired a site manager with whom Contractor shall communicate regarding the Services. The Contractor will notify the District Manager by the first of every month of the service schedule for the subsequent month.

Section 11. Term. This Agreement shall commence on the Effective Date of November 13, 2024, upon the execution by the parties, and, unless otherwise terminated in

accordance with this Agreement, shall end and terminate on September 30, 2025, to coincide with the Fiscal Year of the District, unless otherwise terminated as provided in this Agreement herein.

Section 12. Agreement. This instrument, together with its exhibit(s), shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent that provisions in this Agreement conflict with the provisions of the Specifications, the provisions of this Agreement shall be binding.

Section 13. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and Contractor.

Section 14. Assignment. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

Section 15. Termination. This Agreement may be terminated by the District at any time and at the discretion of the District, with or without cause, upon thirty (30) days written notice to Contractor. This Agreement may be terminated by Contractor at any time, with or without cause, upon sixty (60) days written notice to the District.

Upon the effective date of the termination and except as otherwise directed, the Contractor shall:

- A. Cease the performance of all Services under this Agreement; and
- B. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portion of the Services under this Agreement as is not terminated; and
- C. Terminate all orders and subcontractors, effective on the termination date, to the extent that they relate to the performance of Services terminated by the notice of termination; and
- D. Complete performance of the Services through the effective date of termination; and
- E. Take such action as may be necessary or as the District may direct, for the protection and preservation of property related to this Agreement, which is in the possession of the Contractor and in which the District has or may acquire an interest; and
- F. Deliver to District releases and satisfactions of liens for all labor, materials, and supplies provided prior to the termination date; and

- G. Prior to the termination date, take all other necessary action to transfer or coordinate the transfer of the Services to the District or the District's new provider of such Services.

The total sum to be paid to the Contractor upon termination shall not exceed the amount due to Contractor pursuant to Agreement for any completed Services. The fair value, as determined by the District, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the District, shall be removed from and excluded from any amounts due and payable to the Contractor.

Section 16. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to the District:** **Two Lakes Community Development District**
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager
- With a copy to:** **Billing, Cochran, Lyles, Mauro & Ramsey, P.A.**
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.
- B. If to Contractor:** **Ecolawn Services, Inc.**
7501 SW 117th Avenue, Unit #832377
Miami, Florida 33283
Attn: President

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

Section 17. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

Section 18. Enforcement of Agreement. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 19. Controlling Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Miami-Dade County, Florida.

Section 20. Warranty.

A. The Contractor warrants its work on the Rust Pump System Installation against defects in materials or workmanship for a period of one (1) year from the date of installation. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District. To the extent any manufacturer's warranty is greater than that which is provided for in this section, the longer warranty shall prevail. During the warranty period, Contractor shall be responsible for correcting any warranty items associated with the Project, whether or not the warranty is a manufacturer's warranty or the Contractor's warranty.

B. Within ten (10) calendar days after being notified in writing of defective work, should Contractor fail or refuse to correct any defective work performed, defective materials, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work or materials to be corrected, or authorize such repairs, which Contractor has failed or refused to make after being duly notified and such repairs shall be paid for out of any monies due or which may become due Contractor under this Agreement. Failure or refusal on part of Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to the District shall be sufficient cause for the District to declare Contractor in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred by reason of Contractor's default thereby shall be charged against Contractor and the amount thereof deducted from any monies due, or which may become due it. Any special work performed as described herein shall not relieve the Contractor in any way from its responsibility for the Work, or portions thereof, performed by Contractor.

Section 21. Public Records.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561) 630-4922 EXT. 238**

EMAIL: BBARBA@SDSINC.ORG

Section 22. Definitions. Terms used in this Agreement that are defined in the Services Proposal shall have the meanings indicated therein.

Section 23. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 24. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

Section 25. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 26. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Section 27. Familiarity with Laws. Contractor shall be required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Services being performed by Contractor under this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.

Section 28. E-Verify. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If

the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

Section 29. Scrutinized Company Certification. Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. Contractor is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Contractor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:
 1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
 2. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:

- a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

Section 30. Responsible Vendor Determination. Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

Section 31. Convicted Vendor List. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

Section 32. Anti-Human Trafficking Affidavit. Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

Section 33. Storm Response Services. Contractor represents that it is qualified to perform and will perform the Additional Work described in this section herein, for such compensation detailed in Hurricane Rates (Exhibit C) and in accordance with the terms and conditions of the Agreement. Nothing in this Agreement shall be construed or interpreted to prohibit or limit District's right and ability to remove, at District's discretion, this Additional Work from the Services under the Agreement.

In the event of a severe storm-related event, including but not limited to a tropical storm or a hurricane, causing damage to the landscaping within the District, Contractor shall take the following steps:

A. Pre-Storm. If it is determined by the National Hurricane Center or other governmental entity that the area where the District is situated will potentially be impacted by a severe weather event, tropical storm, hurricane, or other natural disaster, the Contractor shall undertake the following action prior to such a potential event:

1. Contractor shall meet with the District Manager or his or her designee on-site of the District at least 72 hours prior to the potential event; and
2. District and Contractor will select a temporary staging area for the collection of debris with GPS coordinates; such site shall have easy access with no overhead obstruction (i.e. power lines), and the site shall be secure so that only debris from the District shall be deposited; and
3. If the Contractor is responsible under this Agreement for the cleaning of storm drains, Contractor shall clean all storm drains of obstructions prior to the potential event; and
4. Contractor, with the District Manager, or his or her designee, shall inspect all trees and landscaping to identify items that should be addressed prior to the potential event (i.e. necessary trimming); and
5. Contractor shall receive from the District and then distribute the same to its supervisors and account managers, a list of emergency numbers for utilities and District personnel, which list shall be maintained and utilized by Contractor and Contractor personnel and agents in, connection with response to the storm-related event; and
6. Contractor and the District Manager, or his or her designee, shall develop a response plan in accordance herewith for Contractor's response after the disaster event.

B. Post-Storm.

1. Within twenty-four (24) hours after the event, Contractor shall appear on site and evaluate of the conditions of the District's landscaping to identify any immediate hazards. Contractor shall arrive with a crew prepared to clear all roadways and sidewalks to ensure safe and clear passage for emergency and public safety vehicles and pedestrian traffic. The crew shall arrive on site equipped with all necessary tools and equipment to perform such task; and
2. Contractor shall identify any hazardous areas, which are the result of downed power lines or other utilities and notify utility companies of same; and

3. Contractor shall check the following websites to determine if the location of the District is included in an area that has been declared a disaster: (1) <http://www.fema.gov> and (2) <http://www.floridapa.org>; and
4. Contractor shall complete the form requesting public assistance (RPA) with correct information and all contact information for primary and secondary contact persons at www.floridapa.org; and
5. Contractor shall inform the District a "Kick Off" meeting where information from state and federal representatives will be provided to explain how the application process is to proceed; and
6. Contractor shall clear all District roadways and sidewalks to insure safe passage for emergency vehicles, public safety vehicles, and pedestrian traffic; and
7. Contractor shall document all activities generating a cost that may be part of a District's claim for reimbursement from either the state or federal government. Such documentation shall include, but not be limited to, the following:
 - a. Photographs of all damage to District structures and landscaping;
 - b. Accurate measurements (cubic yards) of any debris to be removed and trucks removing and hauling debris must be certified in accordance with state and federal rules for reimbursement, copies of all dump tickets shall be provided to the District, and the dumpsite address(es) for each dump ticket shall be identified;
 - c. Provide an independent monitor to document each load of debris;
 - d. Maintain and provide a record of all employee's and timesheets for work associated with storm response;
 - e. Identify the type of equipment utilized (i.e. fuel consumption and hours of operation for chainsaws, backhoes, shovels, and other equipment - excludes hand tools);
 - f. Coordinate with the District with respect to the use of any temporary staging site for debris and ensure that the proper permit has been obtained from the EPA;
 - g. Provide a GPS in connection with stump removal and any temporary staging site(s), identifying locations within the District; and
 - h. Provide copies to the District of all invoices, noting man hours, equipment used, dates, and times.

Section 34. Extra Work. Contractor shall perform all Extra Work not specified herein that may be ordered in writing by the District. For the Extra Work, the Contractor shall be paid at the rate named in the this Agreement for such Extra Work of a similar nature and character or at the agreed upon rate or fee as set forth in a written proposal, work authorization, or task order detailing such Extra Work.

Except as provided herein, all Extra Work ordered and performed in accordance with the above paragraph will be paid for at the price in the written order for such Extra Work. The price (or rate) shall have been approved by the District and mutually agreed by the Contractor.

Section 35. Conflicts. In the event of a conflict between any provision of this main Agreement and the terms and conditions of the exhibits then this main Agreement instrument shall control.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**

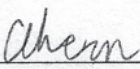
Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chairman/Vice-Chairman
Board of Supervisors

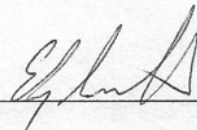
this ____ day of _____, 2025

WITNESSES:

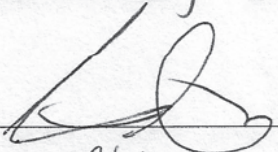
ECOLAWN SERVICES, INC.,
a Florida corporation



Print name: Ashley Hern



By: Ely Smith
Title: President



Print name: Gladys Llovera

this 24 day of February, 2025

EXHIBIT A

ECOLAWN

Specifications:

1. SERVICES TO BE PERFORMED: EcoLawn shall perform the lawn services according to Exhibit "A" for Two Lakes CDD.
2. TERMS OF AGREEMENT: This Agreement shall be for a term of One (1) year and will self-renew for a period of one year each year on its expiration date if not terminated by either party as provided in number item #5 below.
3. PAYMENT: The Customer shall pay EcoLawn for the performance of the work set forth in this Agreement and as stated in Exhibit "B" of this proposal. Payment is due upon completion of the job and is late after the 10th of the month.
4. RIGHT OF ACCESS: EcoLawn will have the right of access to all areas of the property as may be reasonably necessary for the performance of this Agreement.
5. TERMINATION: This agreement may be terminated with written notice by either party. If the association is not satisfied with EcoLawn's work, we have a 60-day period to remediate our issues and come to a solution with the existing issues. If the customer is still not satisfied after the 60 days, then a 30-day written notice shall be deemed to have been duly served if delivered in person to the Customer or EcoLawn, or if sent by registered or certified mail to EcoLawn's mailing address.

(See Agreement)

ECOLAWN

Exhibit "A"

1. MAINTENANCE STANDARDS:

- A. All hedges and plant materials shall be cared for and evenly trimmed as prescribed in the landscape maintenance specifications.
- B. Hedges and plant materials shall receive maintenance as needed to ensure their continued growth, free from disease, and clear of all dead and fallen material. Special detail will be given to plant material's growth and health patterns.
- C. Shrubs, beds, and existing ornamental and feature trees shall be maintained in accordance with prescribed specifications, free of weeds, overgrowth, and decay.
- D. Maintenance of grounds shall conform to height standards; litter and debris shall be removed on a "per cutting" basis, to maintain the grounds in a clean and sanitary condition.
- E. All areas remaining in a natural state shall receive only such maintenance as to ensure their continued growth.

ECOLAWN

2.

CARE SPECIFICATIONS: A. All trimming and pruning work shall be implemented using sharp tools. Trees and shrubs beneath 10 feet of height will be pruned and trimmed as agreed upon with the board of directors.

1. Pruning shears for twigs.
2. Loppers for branches.
3. Pruning saw for limbs.
4. Hedge shears for hedge plants.
5. Retain natural contours for pruning other shrubs.

B. In lawn areas, all grass will be trimmed around trees, shrubs, plants, beds, concrete slabs, utility pads, signs, and any obstacles that prevent mowing. Additionally, all areas around trees, shrubs, and plant beds shall be maintained free of weeds and debris.

C. Lawn areas will be edged during each cut to promote a neat appearance.

D. Weed control will be performed every month on plant beds and tree wells located in the clubhouse

E. EcoLawn Services will provide monthly wet checks on the community's clubhouse. Wet check reports will be provided to management on a monthly basis. The first wet check will be followed by an estimate to fix any errors within the irrigation system caused by the previous landscaping company. Minor repairs (i.e. head replacements and adjustments) at no additional charge after the first wet check and irrigation repairs are made. Major repairs (i.e. pump replacements, new valves, mainline repairs) will be charged at the rate listed in Exhibit "B".

F. Property inspections by the company's owner and management representative and/or board will be scheduled to ensure that board expectations are met, and quality service is delivered.

G. Palm trimming is to be performed once a year. To be completed before hurricane season (June 1st).

Address: PO Box 832377, Miami FL 33283 // Telephone: 305-903-1194

Page 3 of 8

ECOLAWN

3. GENERAL:

- A. The CONTRACTOR'S permanent employees shall wear Tee-shirt uniforms supplied by the Contractor to identify such. All employees will conduct themselves in a respectful manner and be appropriately groomed while on premises. Safety vests and proper personal protective equipment will be worn by staff in accordance to OSHA specifications

- B. At the completion of each workday, the Contractor will remove from the premises all implements, surplus materials, and tools. The area shall be left free of excessive clippings and other debris, unless not permitted by weather conditions or other acts beyond the control of the Contractor, in which case the Contractor will return the next day.

ECOLAWN

SCHEDULE OF MAINTENANCE SERVICES

- **Landscaping maintenance:** Service agreement will include 34 cuts/details during a calendar year. Service will be scheduled in the following manner:

<u>Month</u>	<u>Number of cuts</u>
January	Two maintenance cuts
February	Two maintenance cuts
March	Two maintenance cuts
April	Two maintenance cuts
May	Four maintenance cuts
June	Four maintenance cuts
July	Four maintenance cuts
August	Four maintenance cuts
September	Four maintenance cuts
October	Two maintenance cuts
November	Two maintenance cuts
December	Two maintenance cuts
	34 cuts/detail per year

****Note: Additional cuts can be scheduled as needed and as directed by the board of directors or the Property Management Company.**

Maintenance Schedule will be provided monthly to management with service invoice. Should a visit need to be rescheduled, the association will be notified in as much time in advance as possible.

Address: PO Box 832377, Miami FL 33283 // Telephone: 305-903-1194

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ECOLAWN

Exhibit "B"

<u>Item</u>	<u>Costs Per Cut or Application</u>	<u>Annual Services</u>	<u>Yearly totals</u>
Lawn Service (cutting of grass, blowing, edging, hedge trimming)	\$1,300.00	34	\$44,200.00
Soot Pruning Trees (Under 10ft)	Included in maintenance cost	<i>As Needed</i>	Included in maintenance cost
Palm Trimming Trimming of palms before June 1st	\$3,500.00	1	\$3,500.00
Mulch Included when HOA completes mulch, as a courtesy.	Included	1	Included
Flowers at Clubhouse Flowers will be replaced 3 times a year	\$933.33	3	\$2,800.00
Monthly Wet Check Irrigation reports will be provided Major repairs* at \$25.00/hour plus materials *Some examples of major repairs include pump replacements, new valves, mainline repairs. Minor repairs such as sprinkler head replacements and adjustments are free of charge, after initial wet check and repairs made by the previous company are fixed.	Included	12	Included in maintenance cost

Address: PO Box 832377, Miami FL 33283 // Telephone: 305-903-1194

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ECOLAWN

Rid-O-Rust- Clubhouse 1: Monthly chemical application and monitoring of rust & chemical levels.	\$250.00	12	\$3,000.00
Rid-O-Rust- Clubhouse 2: Monthly chemical application and monitoring of rust & chemical levels.	\$250.00	12	\$3,000.00

Address: PO Box 832377, Miami FL 33283 // Telephone: 305-903-1194

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ECOLAWN

Two Lakes CDD

2501 Burns Road
Palm Beach Gardens, FL 33410

EcoLawn Services

PO Box 832377
Miami FL 33283

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above written.

Two Lakes CDD

2501 Burns Road
Palm Beach Gardens, FL 33410

EcoLawn Services

PO Box 832377
Miami FL 33283

By:

President for the board of directors

By:

Johanna Blandino, VP

Witness

Witness

COMPOSITE EXHIBIT B

EcoLawn Services Inc

P.O. Box 832377
Miami, FL 33283 United States
+13059031194
AR@ecolawnusa.com

ECOLAWN

Estimate

ADDRESS
Two Lakes CDD

ESTIMATE 1902
DATE 01/21/2025

ACTIVITY	QTY	RATE	AMOUNT
Irrigation Add new rid o rust pump system club house (1)		650.00	650.00
Irrigation New 275gl reservoir tank		200.00	200.00
Installation Installation delivery fittings.		350.00	350.00
TOTAL			\$1,200.00

Accepted By

Accepted Date

All materials is guaranteed to be as specified. All work to be conducted in a professional manner according to standard policies. Any alteration or deviation from the above specifications involving additional costs will be done only upon a written change order. The costs will be come an extra charge over and above the estimate. All elements of this agreement are contingent upon strikes, accidents,

EcoLawn Services Inc

P.O. Box 832377
Miami, FL 33283 United States
+13059031194
AR@ecolawnusa.com

ECOLAWN

Estimate

ADDRESS
Two Lakes CDD

ESTIMATE 1903
DATE 01/21/2025

ACTIVITY	QTY	RATE	AMOUNT
Irrigation Add new rid o rust pump system club house (2)		650.00	650.00
Irrigation New 275gl reservoir tank		200.00	200.00
Installation Installation delivery fittings.		350.00	350.00
TOTAL			\$1,200.00

Accepted By

Accepted Date

All materials is guaranteed to be as specified. All work to be conducted in a professional manner according to standard policies. Any alteration or deviation from the above specifications involving additional costs will be done only upon a written change order. The costs will be come an extra charge over and above the estimate. All elements of this agreement are contingent upon strikes, accidents,

EXHIBIT C

Description	Total Amount	Payment Due
Post-Storm Cleanup for Main Clubhouse and Clubhouse 2, including but not limited to removal of trees or palms that are under seven (7) feet tall, and clearing all District roadways and sidewalks. One truckload of debris removal is included for each clubhouse.	\$1,300.00	Upon Completion
Extra Charge: Each additional trip required of Contractor to remove debris.	\$250.00 per truckload	Upon Completion
Extra Charge: Removal of trees or palms that are over seven (7) feet tall.	\$200.00 per palm or tree	Upon Completion

**SERVICES AGREEMENT
(Pest Control and Fertilization Services)**

THIS SERVICES AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2025, with an effective date of December 1, 2024 ("Effective Date") by and between:

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"),

And

POWER EXTERMINATORS, INC., a Florida corporation, whose business address is 8815 SW 129th Street, Miami, Florida 33176 (the "Contractor").

Recitals

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

WHEREAS, the District is the owner of lands and clubhouse facilities located at 10401 West 35 Lane, Hialeah, Florida 33018 (Folio Number 04-2016-006-3900), together with the related improvements and fixtures including but not limited to offices, restroom facilities, a health/fitness facility, swimming pool and related facilities, and appurtenant recreational facilities ("Clubhouse 1" or "Main Clubhouse"), and clubhouse facilities located at 11061 West 34 Way, Hialeah, Florida 33018 (Folio Number 04-2016-008-7690), together with the related improvements and fixtures including but not limited to offices, a health/fitness facility, restroom facilities, swimming pool and related facilities, and appurtenant recreational facilities ("Clubhouse 2"), known as Aquabella Club within the boundaries of the Two Lakes Community Development District in Miami-Dade County, Florida (collectively, the "Clubhouse Amenity Center"); and

WHEREAS, the District has a need to retain an independent contractor to provide certain indoor and outdoor pest control and fertilization services to the Clubhouse Amenity Center within the District; and

WHEREAS, the Services are described with particularity in this Agreement herein and in the Contractor's proposal for the Main Clubhouse dated January 16, 2025 (the "Main Clubhouse Proposal"), and Contractor's proposal for Clubhouse 2 dated January 16, 2025 (the "Clubhouse 2 Proposal"), which are attached hereto and incorporated herein as Composite Exhibit A (the "Proposal" or "Specifications"); and

WHEREAS, the Contractor represents that it is qualified to serve as a services contractor and has agreed to provide to the District those services identified in the Specifications and those

additional services delineated in any Contractor-prepared work authorizations/proposals accepted by the District and which are to be performed in accordance with this Agreement (the "Services").

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

Section 1. Recitals. The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Duties.

A. The duties, obligations and responsibilities of Contractor are described in the Specifications, attached hereto and incorporated herein by reference as Composite Exhibit A, Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Nothing in this Agreement shall be construed to obligate either party to conduct business exclusively with the other party.

B. Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform complete, high quality Services in accordance with this Agreement and the Specifications.

C. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. In providing the Services identified in this Agreement, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

E. Contractor shall regularly notify the District Manager of the District or his or her designee via email or as otherwise approved by the District Manager of the time and dates when Services are scheduled to be performed and after such services have been performed. On no more than a monthly basis, Contractor shall prepare and deliver to the District Manager or his or her designee via email reports detailing Services performed during the prior month.

F. Contractor agrees, as an independent contractor, to undertake and perform the Services specified in this Agreement, as amended from time to time, or in any authorized work order by the District issued in connection with this Agreement and accepted by Contractor.

G. All Services shall be performed in a neat and professional manner reasonably acceptable to the District and shall be performed in accordance with industry standards in Miami-Dade County, Florida. All Services performed by Contractor under and related to this Agreement shall conform to any written instructions issued by the District.

H. Should any Services and/or services be required which are not specified in this Agreement or any amendment thereto, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

I. Contractor agrees that District shall not be liable for the payment of any Services or other services not included as part of this Agreement, unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such services.

J. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

K. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law. At the request of the District Representative, Contractor agrees to reasonably meet with District Representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

Section 3. Compensation. In exchange for providing the Services identified in the Specifications, as amended from time to time, the District agrees to an annual contract amount not to exceed **FOURTEEN THOUSAND EIGHT HUNDRED TWENTY AND 00/100 (\$14,820.00) DOLLARS**, payable to Contractor as follows:

Location	Descriptions	Annual Amount	Payment Due
Main Clubhouse	Monthly indoor pest control (ants, spiders, roaches, silverfish), and rodent control to the exterior of Main Clubhouse	\$2,280.00	\$190.00/mos. upon completion of service
Main Clubhouse	Monthly pest control to lawn/ornamentals (ants, spiders, roaches, centipedes, millipedes, chinch bugs)	\$2,280.00	\$190.00/mos. upon completion of service
Main Clubhouse	Granular Fertilization - grass, shrubs, hedges, and palms (3 times annually)	\$1,050.00	\$350.00 per service upon completion of service

Clubhouse 2	Monthly indoor pest control (ants, spiders, roaches, silverfish), and rodent control to the exterior of Clubhouse 2	\$2,280.00	\$190.00/mos. upon completion of service
Clubhouse 2	Monthly* pest control to lawn/ornamentals including terrace and empty lot located on side of Clubhouse 2 (ants, spiders, roaches, centipedes, millipedes, chinch bugs) *Month one payment includes two (2) consecutive services due to amount of ants	\$4,680.00	\$390.00/mos. upon completion of service
Clubhouse 2	Granular Fertilization – grass, shrubs, hedges, and palms (3 times annually)	\$2,250.00	\$750.00 per service upon completion of service
Total Annual Amount:		\$14,820.00	

Additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his or her designee, shall not exceed the rates set forth in the Specifications, and further provided that any additional compensation for additional duties shall not cause the total amount for services to exceed the statutory public bidding threshold for service contracts pursuant to Florida Statutes. Following the Contractor's provision of the Services during a given month, Contractor shall provide the District with an invoice describing the monthly services provided before the last day of the month representing the pro rata installment of the Contract Amount due for that month. All invoices will be paid in accordance with the Florida Prompt Payment Act.

Section 4. Contractor's Acceptance of Conditions. The Contractor has carefully examined the areas and properties within the District upon which Contractor will perform Services pursuant to this Agreement and has made sufficient tests and other investigations to be fully satisfied as to site conditions.

Section 5. Waiver. It is understood and agreed that the approval or acceptance by the District of any part of the work performed by Contractor under this Agreement as being in compliance with terms of this Agreement and related Specifications, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement and related Specifications.

Section 6. Protection of Property and Public.

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from

injury or loss arising in connection with the Services provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Services are being performed, from sunset to sunrise. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of the District or on any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

D. Buildings, sidewalks, fences, shade trees, lawns, landscaping, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

E. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and the provisions of Services within twenty-four (24) hours.

Section 7. Insurance.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage;
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Two Lakes Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

Section 8. Indemnification.

A. Contractor shall indemnify, defend, and save harmless District, its officers, agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property to the extent caused in whole or in part by any negligence, act, omission, or default of the Contractor, its agents, servants or employees arising from this Agreement or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 7 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

C. The Contractor acknowledges that the District is a local unit of special purpose government organized under the provisions of Chapter 190, Florida Statutes, that the District is a "State agency or subdivision" as defined in Section 768.28, Florida Statute, and that the District is afforded the protections, immunities, and limitations of liability afforded the District thereunder. Nothing in this Agreement is intended or should be construed as a waiver of the doctrine of sovereign immunity or the protections, immunities and limitations of liability afforded the District pursuant to Section 768.28, Florida Statutes.

D. This indemnification obligations shall survive the expiration or termination of this Agreement to the extent provided for by Florida law.

Section 9. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security

Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, and administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District, and the District will not be liable for any obligation incurred by Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

Section 10. Site Manager. The foreman for Contractor shall communicate with the District Manager on a regular basis for matters relating to the Services and upon each occurrence of the performance of the Services. The District may, in its discretion, notify Contractor that the District has hired a site manager with whom Contractor shall communicate regarding the Services. The Contractor will notify the District Manager by the first of every month of the service schedule for the subsequent month.

Section 11. Term. This Agreement shall commence on the Effective Date of December 1, 2024, upon the execution by the parties, and, unless otherwise terminated in accordance with this Agreement, shall end and terminate on September 30, 2025, which thereafter shall automatically be extended for extension terms of one year each, coinciding with the Fiscal Year of the District, unless otherwise terminated as provided in this Agreement herein, and subject to the Contractor's acceptable level of performance and approved funding by District.

Section 12. Agreement. This instrument, together with its exhibit(s), shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

Section 13. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and Contractor.

Section 14. Assignment. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

Section 15. Termination. This Agreement may be terminated by the District at any time and at the discretion of the District, with or without cause, upon thirty (30) days written notice to Contractor. This Agreement may be terminated by Contractor at any time, with or without cause, upon thirty (30) days written notice to the District.

Upon the effective date of the termination and except as otherwise directed, the Contractor shall:

- A. Cease the performance of all Services under this Agreement; and
- B. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portion of the Services under this Agreement as is not terminated; and
- C. Terminate all orders and subcontractors, effective on the termination date, to the extent that they relate to the performance of Services terminated by the notice of termination; and
- D. Complete performance of the Services through the effective date of termination; and
- E. Take such action as may be necessary or as the District may direct, for the protection and preservation of property related to this Agreement, which is in the possession of the Contractor and in which the District has or may acquire an interest; and
- F. Deliver to District releases and satisfactions of liens for all labor, materials, and supplies provided prior to the termination date; and
- G. Prior to the termination date, take all other necessary action to transfer or coordinate the transfer of the Services to the District or the District's new provider of such Services.

The total sum to be paid to the Contractor upon termination shall not exceed the amount due to Contractor pursuant to Agreement for any completed Services. The fair value, as determined by the District, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the District, shall be removed from and excluded from any amounts due and payable to the Contractor.

Section 16. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: **Two Lakes Community Development District**
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: **Billing, Cochran, Lyles, Mauro & Ramsey, P.A.**
515 East Las Olas Boulevard, Suite 600

Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

B. If to Contractor: Power Exterminators, Inc.
8815 SW 129th Street
Miami, Florida 33176
Attn: Director

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

Section 17. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

Section 18. Enforcement of Agreement. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 19. Controlling Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Miami-Dade County, Florida.

Section 20. Reserved.

Section 21. Public Records.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561) 630-4922 EXT. 238
EMAIL: BBARBA@SDSINC.ORG**

Section 22. Definitions. Terms used in this Agreement that are defined in the Services Proposal shall have the meanings indicated therein.

Section 23. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 24. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

Section 25. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 26. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Section 27. Familiarity with Laws. Contractor shall be required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Services being performed by Contractor under this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.

Section 28. E-Verify. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws

or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

Section 29. Scrutinized Company Certification. Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. Contractor is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Contractor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:
 1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
 2. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or

- b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

Section 30. Responsible Vendor Determination. Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

Section 31. Convicted Vendor List. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

Section 32. Anti-Human Trafficking Affidavit. Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

Section 33. Extra Work. Contractor shall perform all Extra Work not specified herein that may be ordered in writing by the District. For the Extra Work, the Contractor shall be paid at the rate named in the this Agreement for such Extra Work of a similar nature and character or at the agreed upon rate or fee as set forth in a written proposal, work authorization, or task order detailing such Extra Work. Except as hereinafter provided, all Extra Work ordered and performed in accordance with the above paragraph will be paid for at the price in the written order for such Extra Work. The price (or rate) shall have been approved by the District and mutually agreed by the Contractor.

Section 34. Conflicts. In the event of a conflict between any provision of this main Agreement and the terms and conditions of Composite Exhibit A, then this main Agreement instrument shall control.

Section 35. Termination of Prior Agreements. Upon the Effective Date of this Agreement, Contractor agrees and confirms that all prior agreements or contracts, if any, between Two Lakes Lennar, LLC, and the Contractor and which pertain to provision of services related to the Clubhouse Amenity Center by Contractor are hereby terminated. Contractor acknowledges that it has waived all notice of termination requirements in the agreement(s) referenced in this section. The District shall have no responsibility to pay any amount owed to Contractor by Two Lakes Lennar, LLC, as the prior owner with respect to such prior agreements or contracts.

Section 36. Waiver of Jury Trial. TO THE FULLEST EXTENT ALLOWED BY LAW, THE RESPECTIVE PARTIES HERETO DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chairman/Vice-Chairman
Board of Supervisors

this ____ day of _____, 2025

WITNESSES:

POWER EXTERMINATORS, INC.,
a Florida corporation

Print name: _____

By: _____

Title: _____

Print name: _____

this ____ day of _____, 2025

COMPOSITE EXHIBIT A
PROPOSAL / SPECIFICATIONS

POWERX

Lawn Nutrition / Pest Control
 Interior Agreement
 Trees / Shrubs / Ornamentals Service Agreement
 Serving Dade, Broward and Palm Beach Counties

8815 S.W. 129 Street
 Miami, Florida 33176
 Phone: (305) 255-7077
 Fax: (305) 255-7077
 Toll Free: 1-800-555-0170

SERVICE TIME	PROGRAM	ROUTE NO.		CLIENT NUMBER
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Power Exterminators, Inc., agrees to provide the following services:

PowerX agrees to provide indoor pest control to the club house including rodent control to the exterior of the clubhouse. The service will be provided on a monthly basis for the price of \$190.00 per month.

Pest to be treated:

- Ants
- Spiders
- Roaches
- Silverfish

Power X also agrees to provide pest control to the lawn/ornamentals. The service will be provided on a monthly basis for the price of \$190.00 per application.

Pest to be treated:

- Ants
- Spiders
- Roaches
- Centipedes
- Millipedes
- Chinch bugs

Granular fertilization will be provided to the grass, shrubs, hedges and palms 3 times a year to the clubhouse for the cost of \$350.00 per service per application.

Note: Some of the palms have lack of nutrition. We will try to bring them back to a healthy stage.

CONDITIONS: This is a one year service agreement. Substitutions on pests can not be made in the course of any program. This agreement will automatically be renewed unless canceled in writing thirty days before the end of the program selected. Due to inflationary factors Power Exterminators, Inc. reserves the right to increase the fee schedules with a thirty day written notice.

ADDITIONAL CONTRACTUAL INFORMATION ON REVERSE SIDE.

SPECIAL INSTRUCTIONS Email: asilva@sasinc.org

Main Clubhouse

AC

786-591-0111

Work Phone

Two Lakes CDD c/o Special District Services

1/16/2025

Account Name

Date

10401 W 35th Ln, Hialeah, FL 33018

Service Address

X

2501A Bruns Rd, Palm Beach Gardens, FL 33410

Billing Address

Accepted by customer or agent.
 Signature guarantee payment.

A.A

Home Phone

Power Exterminator, Inc

WHITE - OFFICE COPY YELLOW - CLIENT'S COPY PINK - FILE COPY



Lawn Nutrition - Pest Control
Interior Agreement
Trees / Shrubs / Ornamentals Service Agreement
Serving Dade, Broward and Palm Beach Counties

8816 S.W. 129 Street
 Miami, Florida 33176
 Phone: (305) 255-7077
 Fax: (305) 256-7077
 Toll Free: 1-800-555-0170

SERVICE TIME	PROGRAM	ROUTE NO.		CLIENT NUMBER
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Power Exterminators, Inc., agrees to provide the following services:

PowerX agrees to provide indoor pest control to the club house including rodent control to the exterior of the clubhouse. The service will be provided on a monthly basis for the price of \$190.00 per month.

Pest to be treated:

- Ants
- Spiders
- Roaches
- Silverfish

PowerX also agrees to provide pest control to the lawn/ornamentals including the terrace and the empty lot located on the side of the clubhouse. The service will be provided on a monthly basis for the cost of \$390.00 per application.

Pest to be treated:

- Ants
- Spiders
- Roaches
- Centipedes
- Millipedes
- Chinch bugs

Granular fertilization will be provided to the grass, shrubs, hedges and palms 3 times a year to the clubhouse for the cost of \$750.00 per service per application.

Note: Some of the palms have lack of nutrition. We will try to bring them back to a healthy stage.

CONDITIONS: This is a one year service agreement. Substitutions on pests can not be made in the course of any program. This agreement will automatically be renewed unless canceled in writing thirty days before the end of the program selected. Due to inflationary factors Power Exterminators, Inc. reserves the right to increase the fee schedules with a thirty day written notice.

ADDITIONAL CONTRACTUAL INFORMATION ON REVERSE SIDE.

SPECIAL INSTRUCTIONS Email: asilva@sasinc.org

2nd Clubhouse

A.C

786-591-0111

Work Phone

1/16/2025

Date

Two Lakes CDD c/o Special District Services

Account Name

11061 W 34th Way, Hialeah, FL 33018

Service Address

2501A Bruns Rd, Palm Beach Gardens, FL 33410

Billing Address

X

Accepted by customer or agent.
Signature guarantee payment.

A.A

Home Phone

Power Exterminator, Inc

WHITE - OFFICE COPY YELLOW - CLIENT'S COPY PINK - FILE COPY

WASTE MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, with an effective date of December 1, 2024 (“Effective Date”), by and between by and between:

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”),

and

WASTE CONNECTIONS OF FLORIDA, INC., a Delaware corporation, authorized to do business in Florida, whose principal address is 3 Waterway Square Place, Suite 110, The Woodlands, Texas 77380, and a local address of 3840 NW 37th Court, Miami, Florida 33142 (the “Contractor”).

RECITALS

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

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide waste management services for those certain properties within the District (the “Services”) as set forth in further detail in Contractor’s Proposal attached as Composite Exhibit A; and

WHEREAS, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform the Services as detailed in this Agreement.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibit, into and form a material part of this Agreement.

SECTION 2. DUTIES.

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the Composite Exhibit A attached hereto and

incorporated herein. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

B. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing, of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions, and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law.

C. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

SECTION 3. COMPENSATION. In exchange for providing the Services, the District shall pay Contractor the amounts set forth in Composite Exhibit A (the "Contract Price") for the initial term of the Agreement. However, the parties understand and agree that state or local government sales tax shall not be charged to the District, as the District is a special purpose unit of local government established pursuant to Chapter 190, Florida Statute. Contractor shall provide the District with a complete monthly invoice before the last day of each contractual service month representing the monthly installment due for that month. All invoices are due and payable upon receipt.

SECTION 4. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, and administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District, and the District will not be liable for any obligation incurred by Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

SECTION 5. TERM AND TIME OF PERFORMANCE. The Contractor shall commence services on December 1, 2024 ("Effective Date") and, unless otherwise terminated, the initial term of the Agreement shall expire thirty-six (36) months thereafter on November 30, 2027. The initial term of this Agreement shall automatically renew for additional terms of one (1) year each, unless either party provides written notice to the other party in accordance with the terms of this Agreement not later than thirty (30) days in advance of the renewal term. This Agreement is subject to the annual appropriation of funds by the District in accordance with the requirements of Chapter 190, Florida Statutes, and Florida law.

SECTION 6. INDEMNIFICATION.

A. Contractor shall indemnify, defend, and save harmless District, its officers, agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property to the extent caused in whole or in part by any negligence or willful misconduct of the Contractor, its agents, servants or employees arising from this Agreement or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

C. The Contractor acknowledges that the District is a local unit of special purpose government organized under the provisions of Chapter 190, Florida Statutes, that the District is a "State agency or subdivision" as defined in Section 768.28, Florida Statutes, and that the District is afforded the protections, immunities, and limitations of liability afforded the District thereunder. Nothing in this Agreement is intended or should be construed as a waiver of the doctrine of sovereign immunity or the protections, immunities and limitations of liability afforded the District pursuant to Section 768.28, Florida Statutes.

D. This indemnification obligations shall survive the expiration or termination of this Agreement to the extent provided for by Florida law.

SECTION 7. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 8. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent

permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 9. CANCELLATION/TERMINATION. If during the term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

Upon the effective date of the termination and except as otherwise directed, the Contractor shall:

- A. Cease the performance of all Services under this Agreement; and
- B. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portion of the Services under this Agreement as is not terminated; and
- C. Terminate all orders and subcontractors, effective on the termination date, to the extent that they relate to the performance of Services terminated by the notice of termination; and
- D. Complete performance of the Services through the effective date of termination; and
- E. Take such action as may be necessary or as the District may direct, for the protection and preservation of property related to this Agreement, which is in the possession of the Contractor and in which the District has or may acquire an interest; and
- F. Deliver to District releases and satisfactions of liens for all labor, materials, and supplies provided prior to the termination date; and
- G. Prior to the termination date, take all other necessary action to transfer or coordinate the transfer of the Services to the District or the District's new provider of such Services.

The total sum to be paid to the Contractor upon termination shall not exceed the amount due to Contractor pursuant to Agreement for any completed Services. The fair value, as determined by the District, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the District, shall be removed from and excluded from any amounts due and payable to the Contractor.

SECTION 10. RESERVED.

SECTION 11. INSURANCE.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage; and
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Two Lakes Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be reasonably acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

SECTION 12. CHANGES IN SERVICES.

A. District may further order extra work or make changes by altering, adding to or deducting from the Services, the Agreement sum being adjusted accordingly. All such Services shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is complete.

SECTION 13. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Two Lakes Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

B. If to Contractor: Waste Connections of Florida, Inc.
3840 NW 37th Court
Miami, Florida 33142
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

SECTION 14. PUBLIC RECORDS.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561) 630-4922 EXT. 238
EMAIL: BBARBA@SDSINC.ORG**

SECTION 15. INTERPRETATION OF AGREEMENT; AMBIGUITIES. It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against one party than against the other party.

SECTION 16. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 17. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

SECTION 18. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 19. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 20. CONFLICTS. In the event of a conflict between any provision of this main Agreement instrument and the terms and conditions of Composite Exhibit A, then this main Agreement instrument shall control provided that a conflict shall not exist solely by reason of the fact that this Agreement does not address a matter that is addressed in Composite Exhibit A.

SECTION 21. ACCEPTANCE OF PROPOSAL. District's acceptance of the Contractor's proposal is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the Services as set forth herein.

SECTION 22. VENUE. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Miami-Dade County, Florida.

SECTION 23. E-VERIFY. Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding the provisions of Section 9 herein, if the District has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 24. SCRUTINIZED COMPANY CERTIFICATION. Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes Contractor further certifies that:

- A. Contractor is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- B. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - 1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - 2. Have a material business relationship involving the supply of military equipment, or
 - 3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - 4. Have been complicit in the genocidal campaign in Darfur.
- C. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - 1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - 2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
- D. Contractor is not engaged in business operations in Cuba or Syria.

If Contractor acknowledges that this Agreement may be terminated at the option of the District if Contractor is found to have submitted a false certification.

SECTION 25. RESPONSIBLE VENDOR DETERMINATION. Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

SECTION 26. CONVICTED VENDOR LIST. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public

entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

SECTION 27. ANTI-HUMAN TRAFFICKING AFFIDAVIT. Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

SECTION 28. PROTECTION OF PROPERTY AND PUBLIC.

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Services provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss caused by its negligence or willful misconduct. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Services are being performed, from sunset to sunrise. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of the District or on any land adjoining any work sites, which may be caused by the negligence or willful misconduct of Contractor or Contractor's employees or subcontractors. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

D. Buildings, sidewalks, fences, shade trees, lawns, landscaping, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

E. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's negligence or willful misconduct as soon as reasonably practicable.

SECTION 29. TERMINATION OF PRIOR AGREEMENTS. Upon the Effective Date of this Agreement, Contractor agrees and confirms that all prior agreements or contracts with the Contractor related to the Aquabella Club Clubhouses at 11061 W. 34 Way, Hialeah, Florida 33018 and 10401 W. 35 Lane, Hialeah, Florida 33018, which pertain to waste services for the District are hereby terminated, including the Customer Service Agreement #00569696 dated July 1, 2021, and Customer Service Agreement #01333421, dated June 27, 2024, together with any amendments thereto. Contractor acknowledges that it has waived all notice of termination requirements in {00120474.DOCX.2}

the agreement(s) referenced in this section, provided that the District enters into this Agreement with the Contractor and it becomes effective as provided herein. The District shall have no responsibility to pay any amount owed to Contractor by prior owner of the properties with respect to such prior agreements or contracts.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chairman/Vice-Chairman
Board of Supervisors

this ____ day of _____, 2025

WITNESSES:

**WASTE CONNECTIONS OF
FLORIDA, INC., a Delaware corporation**

Print name: _____

By: _____

Title: _____

Print name: _____

this ____ day of _____, 2025

COMPOSITE EXHIBIT A

Contractor's Proposal



Waste Connections of Florida, Inc.
 3840 NW 37th Court, Miami, Florida 33142
 P:(305) 638-3800 F:

CUSTOMER SERVICE AGREEMENT
 #01441626

SERVICE LOCATION

Customer Name	Two Lakes CDD DBA Aquabella Club House 1
Address	10401 W 35 Lane
City, State, Zip	HIALEAH, FL, 33018
Contact	Armando Silva
Phone	(786) 313-3661
Email	asilva@sdsinc.org

BILLING INFORMATION

Customer Name	Two Lakes CDD
Address	2501 Burns Rd
City, State, Zip	Palm Beach Gardens, FL, 33410
Contact	Armando Silva
Phone	(786) 313-3661
Email	asilva@sdsinc.org

SERVICES AND RATES

Effective Date: November 13, 2024

Qty	SERVICE #1	Billing Frequency	PRICE
1	COMM FRONT LOAD 4 YD 2X PER WEEK	MONTHLY	\$352.41
	BASIC SERVICE CHARGE	PER SERVICE	\$0.00
	RELOCATE CONTAINER	PER SERVICE	\$0.00
	LOCK BAR INSTALL	PER SERVICE	\$0.00
	LOCK DELIVERY	PER SERVICE	\$0.00
	CONTAINER DELIVERY	PER SERVICE	\$0.00
	CONTAINER EXCHANGE	PER SERVICE	\$0.00
	CONTAINER REMOVAL	PER SERVICE	\$0.00
	CONTAINER REPAIR	PER SERVICE	\$0.00
	CONTAMINATED LIFT	PER SERVICE	\$0.00
Qty	SERVICE #2	Billing Frequency	PRICE
1	COMM SIDE LOAD RECYCLE 0.45 YD 1X PER WEEK	MONTHLY	\$38.04
	BASIC SERVICE CHARGE	PER SERVICE	\$0.00
	CONTAINER DELIVERY	PER SERVICE	\$0.00
	CONTAINER EXCHANGE	PER SERVICE	\$0.00
	CONTAINER REMOVAL	PER SERVICE	\$0.00
	CONTAINER REPAIR	PER SERVICE	\$0.00
	CONTAMINATED LIFT	PER SERVICE	\$0.00
	LOCK BAR INSTALL	PER SERVICE	\$0.00
	LOCK DELIVERY	PER SERVICE	\$0.00
	RELOCATE CONTAINER	PER SERVICE	\$0.00

SITE FEE	Billing Frequency	PRICE
ADMINISTRATION FEE	MONTHLY	6.00

ADDITIONAL COMMENTS

For the initial term of this agreement, the Charges will not increase by more than 5% per year, Fuel Surcharge is not to exceed 10% and Environmental Fee is not to exceed 10%.

If not specified otherwise, the following standard charges will apply:

STANDARD CHARGES (*):

Container Delivery: \$150.00	Relocate Container: \$150.00	Container/Castor Repair: \$200.00
Container Removal: \$150.00	Blocked Container: \$0.00	Lock Delivery: \$60.00
Container Exchange: \$150.00	Contaminated Lift: \$150.00	Lock Bar Install: \$200.00

PAYMENT TERMS

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer. **TERMS: NET 10 DAYS.** State and local taxes, government franchise fees (if applicable), administrative fees, fuel surcharges and environmental fees also apply. Container relocation, container removal and seasonal restarts will be provided at additional costs.


The service agreement is for 60 months and the renewal period is for 60 months.

Please refer to the Pricing Policy at <https://www.wasteconnections.com/en/business/pricing-policy> for a description of our (i) fuel surcharge; (ii) environmental fee; (iii) administrative fee; and (iv) container and exchange fees, and how each fee is calculated and shown on your invoice.

CUSTOMER

Authorized Signature	
Printed Name	
Title	Date (MM/DD/YYYY) 11/21/2024

REPRESENTATIVE

Nora Mustelier Outside Sales Representative Waste Connections of Florida, Inc.	 WASTE CONNECTIONS
P: (786) 229-6368 M: +1 7862296368 F: 305-633-6038 @: nora.mustelier@wasteconnections.com	

**ARTICLE I
SERVICES RENDERED**

Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's Waste Materials (as defined below) and agrees to make payments to Contractor as described herein, and Contractor agrees to furnish the services and equipment specified above, all in accordance with the terms of this Agreement.

**ARTICLE II
TERM**

THE INITIAL TERM (THE "INITIAL TERM") OF THIS AGREEMENT IS 60 MONTHS FROM THE EFFECTIVE SERVICE DATE SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, WHICH IS THE DATE CONTRACTOR'S EQUIPMENT IS DELIVERED TO CUSTOMER'S LOCATION OR SERVICE UNDER THIS AGREEMENT COMMENCES, WHICHEVER IS EARLIER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 60 MONTHS TERMS (EACH A "RENEWAL TERM" AND TOGETHER WITH THE INITIAL TERM, THE "TERM") THEREAFTER UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION BY U.S. CERTIFIED OR REGISTERED MAIL, POSTAGE PRE-PAID AND RETURN RECEIPT REQUESTED, TO THE OTHER PARTY AT LEAST NINETY (90) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERM. ANY SUCH NOTICE SHALL BE SENT TO THE OTHER PARTY'S ADDRESS SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, OR ANY CHANGE OF ADDRESS COMMUNICATED IN WRITING BY THE OTHER PARTY DURING THE TERM OF THE AGREEMENT. A RENEWAL TERM SHALL BECOME EFFECTIVE (THEREBY EXTENDING THE THEN-CURRENT TERM) UPON EITHER PARTY'S FAILURE TO GIVE NOTICE OF TERMINATION WITHIN THE TIME PERIOD SET FORTH ABOVE. NOTWITHSTANDING THE FOREGOING, CUSTOMER AGREES THAT IT SHALL NOT PROVIDE ANY SUCH NOTICE OF TERMINATION IF CONTRACTOR MEETS COMPETITIVE OFFERS MADE BY THIRD PARTIES IN WRITING FOR SIMILAR SERVICES AFTER CONTRACTOR'S REVIEW THEREOF PURSUANT TO ARTICLE XIII BELOW.

**ARTICLE III
WASTE MATERIALS**

The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all solid waste (including recyclable materials) generated or collected by Customer at the locations specified on the first page of this Agreement (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes and Customer agrees not to deposit in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). Customer agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. In the event that any recyclable materials furnished to Contractor by Customer are, due to presence of contaminants, rejected by a recycling facility or otherwise are determined by Contractor not to be resalable or to have a reduced resale value, Contractor may, in addition to its other remedies, require Customer to pay Contractor, as liquidated damages and not as a penalty, the charges incurred by Contractor (plus overhead and profit) for hauling, processing and/or disposal of such materials and for the reduction in resale value of such materials. Contractor shall deliver properly prepared recyclable materials furnished to Contractor by Customer to a recycling facility owned and/or operated by Contractor or an affiliate of Contractor or a third party that Contractor understands will recycle the materials ("Third Party Facility"); provided, however, that Contractor shall not be responsible for and has not made any representation to Customer regarding the ultimate recycling of such recyclable materials by a Third Party Facility.

**ARTICLE IV
TITLE**

Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with Customer. Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities and costs (including reasonable attorneys' fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment.

**ARTICLE V
PAYMENTS**

Customer agrees to pay Contractor on a monthly basis for the services and/or equipment furnished by Contractor in accordance with the rates, charges and fees provided for herein ("Charges"). Contractor, in its sole and absolute discretion, may agree to participate in a vendor compliance management or billing system of Customer's choosing, provided that Customer pays or refunds Contractor for all fees associated with Contractor's use of such system. For certainty, if Contractor is found to be out of compliance under any such system, such noncompliance shall not constitute a breach by Contractor of this Agreement, which shall remain valid, enforceable and binding on the parties hereto. Payments shall be made by Customer to Contractor within the period of time set forth on the first page of this Agreement. Contractor may impose and Customer agrees to pay a late fee as determined by Contractor for all past due payments, and interest on all past due payments at the rate of one and one-half percent (1½%) per month, provided that no such late fee or interest charge shall exceed the maximum rate allowed therefor by applicable law. Any dispute or claim against Contractor concerning any amount invoiced by Contractor must be asserted by Customer in writing to Contractor at the address set forth on the first page of this Agreement not later than one hundred eighty (180) days following the event or circumstance giving rise to the underlying dispute or claim; the failure to abide by such time requirement shall constitute a release and waiver by Customer of any rights in respect of, and shall constitute a bar on, any claims or requests for relief by Customer on the basis of such dispute or claim. Customer will pay Contractor a standard recycling services and equipment charge set forth herein (irrespective of changing commodity values). Customer shall continue to provide, and Contractor shall continue to collect, recyclable materials from Customer in accordance with the terms of this Agreement for the Term hereof notwithstanding changing commodity values.

**ARTICLE VI
RATE ADJUSTMENTS**

Customer agrees that the Charges shall be increased from time to time to adjust for increases in the Consumer Price Index. Because disposal, fuel, materials and operations costs constitute a significant portion of the cost of Contractor's services provided hereunder, Customer agrees that Contractor may increase the Charges to account for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that Contractor may also increase the Charges to account for increases in the average weight per container yard of Customer's Waste Materials, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, increases in taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes), and changes in the values associated with recyclable materials. Contractor may increase Charges for reasons other than those set forth above with the consent of Customer. Such consent may be evidenced orally, in writing or by the practices and actions of the parties. In the event Contractor adjusts the Charges as provided in this Article, the parties agree that this Agreement as so adjusted will continue in full force and effect. Customer acknowledges and agrees that adjustments to the Charges might not be directly associated with increased costs of servicing Customer's specific account; rather, adjustments to the Charges might be based upon overall costs and expenses incurred by Contractor on a regional or national basis.

**ARTICLE VII
SERVICE CHANGES AND AMENDMENTS**

Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced orally, in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the Term provided herein and shall not be affected by any changes in Customer's service address if any new service address is located within Contractor's service area. Should Customer change its service address to a location outside Contractor's service area, Customer may cancel the Agreement upon thirty (30) days' written notice to Contractor. Any other amendment to this Agreement not otherwise expressly provided for herein shall be made in writing and signed by both parties.

**ARTICLE VIII
RESPONSIBILITY FOR EQUIPMENT**

Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customer acknowledges that it has care, custody and control of the equipment while at Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. Customer shall pay additional charges each time that a container is overloaded (by weight or volume). Customer shall use the equipment only for its proper and intended purpose. ~~Customer agrees to indemnify, defend and hold harmless Contractor, its employees and agents against all claims, damages, suits, penalties, fines, liabilities and costs (including reasonable attorney's fees) for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment.~~ Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, Contractor will promptly notify Customer and afford Customer a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for such inaccessibility and/or delay or any additional collection service required by Customer's failure to provide such access. The word "equipment" as used in this Agreement shall mean all containers used for the storage of Waste Materials, and any other on-site devices provided by Contractor.

**ARTICLE IX
DAMAGE TO PAVEMENT**

Customer warrants that Customer's pavement, curbing or other driving surface or any right of way reasonably necessary for Contractor to provide the services described herein are sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform such services. Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and Customer agrees to assume all liabilities for any such damage, which results from the weight of Contractor's vehicles providing service at Customer's location.

**ARTICLE X
EARLY TERMINATION; LIQUIDATED DAMAGES**

In the event Customer requests termination of this Agreement prior to the expiration of its Term other than as a result of an uncured breach by Contractor or if Contractor terminates this Agreement for Customer's breach (including nonpayment) (any such instance is referred to herein as an "Early Termination"), then, in addition to such other damages as may be sustained by Contractor, Customer agrees to pay to Contractor all past due sums plus, as liquidated damages, a sum calculated as follows: (a) if the remaining Term under this Agreement is six (6) or more months, the average of Customer's most recent six (6) monthly charges multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, the average of Customer's most recent six (6) monthly charges multiplied by the number of months remaining in the Term; or (c) if the Term has not yet run for six (6) months, then (a) and (b) shall not apply and the liquidated damages shall be the monthly Charges specified in this Agreement multiplied by six (6). Notwithstanding the foregoing, if Customer suspended Contractor's collection services or reduced the frequency of Contractor's collection services by 50% or greater during the most recent six (6) month period, then Contractor may calculate liquidated damages using the average of Customer's six (6) monthly charges prior to the suspension or reduction in services, instead of Customer's most recent six (6) monthly charges. Customer expressly acknowledges that in the event of an Early Termination of this Agreement, the anticipated loss to Contractor in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. The parties stipulate and agree that the liquidated damages set forth in this Article will compensate Contractor for the loss of revenue attributable to the Early Termination of this Agreement, but the payment of these liquidated damages shall not in any way limit Contractor's rights and remedies relating to a breach of any other provision(s) of this Agreement. If Contractor purchased or leased equipment specifically for Customer's use (e.g., compactor, etc.), then, upon an Early Termination, the Customer shall owe Contractor separate damages relating to Contractor's purchase or lease of such equipment, in addition to the liquidated damages described herein.

Customer acknowledges and agrees that any request for termination of this Agreement prior to expiration of the Term requires an unscheduled collection of Contractor's equipment, which may take up to thirty (30) days to complete after Contractor receives from Customer: (a) a written request to terminate this Agreement; and (b) full payment of all liquidated damages and past due amounts owed by Customer to Contractor. Customer agrees that it shall not move or allow any third party to move Contractor's equipment during the thirty (30) day period and any time prior thereto, within which Contractor has the sole and exclusive right to service and remove its equipment from Customer's service location, and hereby grants Contractor an irrevocable right and license to allow its equipment to remain on Customer's service location for such thirty (30) day period and all times prior thereto. This Article shall survive the termination or expiration of this Agreement.

**ARTICLE XI
BREACH, SUSPENSION AND TERMINATION FOR CAUSE**

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

**ARTICLE XII
ASSIGNMENT**

Without the prior written consent of Contractor, which may be withheld in Contractor's sole and absolute discretion, Customer shall not take any one or more of the following actions: (a) assign or transfer this Agreement or any of its rights, or delegate any of its duties or obligations under this Agreement, whether voluntarily, by merger or operation of law, or otherwise; (b) appoint any third party agent (including without limitation any management company or broker) to exercise any rights, responsibilities, or take any action under this Agreement; or (c) request a change in Customer's billing address to any third party. Any violation of this Article by Customer shall constitute a breach of this Agreement for which Contractor may, in its sole and absolute discretion, seek damages and/or specific performance, including injunctive relief, without the requirement of establishing irreparable injury.

**ARTICLE XIII
OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES; RIGHT OF FIRST REFUSAL**

Contractor values the opportunity to meet all of Customer's Waste Materials collection, disposal and recycling needs. Customer will provide Contractor the opportunity to meet those needs and to provide, on a competitive basis, any additional Waste Materials collection, disposal and recycling services during the Term of this Agreement. Customer also grants Contractor a right of first refusal to match any offer Customer receives (or makes) related to the provision of services to Customer similar to those covered hereunder upon expiration or termination of this Agreement for any reason, and Customer shall give Contractor prompt written notice of any such offer and a reasonable opportunity (but in any event at least five (5) business days from receipt of such notice) to match any such offer. In the event that Contractor matches such an offer, the parties hereto shall thereafter be bound by the terms of such offer. If Customer fails to comply with these right of first refusal provisions in any instance, then Customer shall pay to Contractor all resulting damages incurred by Contractor, including, without limitation, lost profits.

**ARTICLE XIV
EXCUSED PERFORMANCE**

Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement. For the avoidance of doubt, however, a law or government order, ordinance or award establishing an exclusive franchise or similar right for a service provider in Contractor's service area shall not excuse Customer's performance hereunder.

**ARTICLE XV
BINDING EFFECT**

This Agreement is a legally binding contract on the part of Contractor and Customer and their respective heirs, successors and permitted assigns, in accordance with the terms and conditions set out herein.

**ARTICLE XVI
ATTORNEYS' FEES**

In the event Customer fails to pay Contractor all amounts which become due under this Agreement (including any liquidated damages, late fees and interest assessed thereon), or fails to perform its obligations hereunder, and Contractor refers such matter to an attorney, Customer agrees to pay, in addition to all past due sums, any and all costs incurred by Contractor as a result of such action, including, to the extent permitted by law, reasonable attorneys' fees.

**ARTICLE XVII
ENTIRE AGREEMENT; GOVERNING LAW; SEVERABILITY; SURVIVAL**

This Agreement represents the entire understanding and agreement between the parties hereto concerning the matters described herein and supersedes any and all prior or contemporaneous agreements, whether written or oral, that may exist between the parties regarding the same. This Agreement shall be governed by the laws of the State in which Customer's service locations listed on the first page of this Agreement are situated, without regard to conflicts of law provisions, except that the agreement to arbitrate in Article XVIII shall be governed by the Federal Arbitration Act (9 U.S.C. sections 1 et seq.). If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the invalid, illegal, or unenforceable provision shall be modified only to the extent necessary to make it enforceable. All agreements, representations, warranties and acknowledgments of Customer shall survive any termination or expiration of this Agreement, including, without limitation, those set forth in Articles III, IV, V, VIII, IX, X, XII, XIII, XVI and XVIII.

**ARTICLE XVIII
~~BINDING ARBITRATION AND CLASS ACTION WAIVER~~**

~~Except for Excluded Claims (as defined below), any disputes, controversies or claims arising out of or relating to this Agreement or any prior agreement between the parties hereto, the breach of such agreement(s), or any amounts paid or invoiced between the parties, shall be resolved by mandatory binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (collectively "Rules"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The following claims are not subject to mandatory binding arbitration (collectively, "Excluded Claims"): (A) either party's claims against the other in connection with bodily injury, real property damage or excluded Waste; (B) Contractor's claims against Customer to collect past due Charges or liquidated damages under this Agreement or any prior agreements between the parties; (C) Contractor's pursuit of any claims or relief relating to the provisions in Articles VIII and/or X or any similar provisions in any prior agreements between the parties, and any injunctive relief sought in relation thereto; and (D) any claims or relief sought in relation to Article XII or any similar provision in any prior agreements between the parties. This agreement to arbitrate is governed by the Federal Arbitration Act.~~

THE PARTIES HERETO AGREE THAT ANY AND ALL DISPUTES, CONTROVERSIES OR CLAIMS OF ANY NATURE, WHETHER IN ARBITRATION OR OTHERWISE AND WHETHER RELATING TO THIS AGREEMENT OR OTHERWISE, MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE PROCEEDING. ACCORDINGLY, EACH PARTY HEREBY WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE PROCEEDING RELATING TO ANY DISPUTES, CONTROVERSIES OR CLAIMS BETWEEN THE PARTIES.

Notwithstanding anything to the contrary herein or in the Rules, any interpretation or adjudication related to this Article shall be done by a court, not an arbitrator.

**ARTICLE XIX
CUSTOMER MASTER SERVICE AGREEMENTS**

If Customer and Contractor or any of their respective parent companies or affiliates enter into a Master Service Agreement concerning the Waste Materials, and in the event of a conflict between the Master Service Agreement and this Agreement, the terms of this Agreement shall control, except to the extent the Master Service Agreement specifically references a provision of this Agreement, which reference shall include any applicable Article or Section reference, and the parties specifically express their intent in the Master Service Agreement to amend such provision.



SERVICE LOCATION

Customer Name	Two Lakes CDD DBA Club House DBA Aquabella Club House 2
Address	10401 W 32nd Ln
City, State, Zip	Hialeah, FL, 33018
Contact	Armando Silva
Phone	(786) 313-3661
Email	asilva@sdsinc.org

BILLING INFORMATION

Customer Name	Two Lakes CDD
Address	2501A Burns Rd
City, State, Zip	Palm Beach Gardens, FL, 33410
Contact	Armando Silva
Phone	(786) 313-3661
Email	asilva@sdsinc.org

SERVICES AND RATES

Effective Date: November 13, 2024

Qty	SERVICE #1	Billing Frequency	PRICE
1	COMM FRONT LOAD 4 YD 4X PER WEEK	MONTHLY	\$677.77
	BASIC SERVICE CHARGE	PER SERVICE	\$0.00
	CONTAINER DELIVERY	PER SERVICE	\$0.00
	CONTAINER EXCHANGE	PER SERVICE	\$0.00
	CONTAINER REMOVAL	PER SERVICE	\$0.00
	CONTAINER REPAIR	PER SERVICE	\$0.00
	CONTAMINATED LIFT	PER SERVICE	\$0.00
	LOCK BAR INSTALL	PER SERVICE	\$0.00
	LOCK DELIVERY	PER SERVICE	\$0.00
	RELOCATE CONTAINER	PER SERVICE	\$0.00
Qty	SERVICE #2	Billing Frequency	PRICE
1	COMM SIDE LOAD RECYCLE 0.45 YD 1X PER WEEK	MONTHLY	\$30.39
	BASIC SERVICE CHARGE	PER SERVICE	\$0.00
	CONTAINER DELIVERY	PER SERVICE	\$0.00
	CONTAINER EXCHANGE	PER SERVICE	\$0.00
	CONTAINER REMOVAL	PER SERVICE	\$0.00
	CONTAINER REPAIR	PER SERVICE	\$0.00
	CONTAMINATED LIFT	PER SERVICE	\$0.00
	LOCK BAR INSTALL	PER SERVICE	\$0.00
	LOCK DELIVERY	PER SERVICE	\$0.00
	RELOCATE CONTAINER	PER SERVICE	\$0.00

SITE FEE	Billing Frequency	PRICE
ADMINISTRATION FEE	MONTHLY	6.00

ADDITIONAL COMMENTS

Environmental Fee has been waived for the initial term of this agreement.
 For the initial term of this agreement, the Charges will not increase by more than 5% per year and Fuel Surcharge is not to exceed 10%.

If not specified otherwise, the following standard charges will apply:

STANDARD CHARGES (*):

Container Delivery: \$150.00	Relocate Container: \$150.00	Container/Caster Repair: \$200.00
Container Removal: \$150.00	Blocked Container: \$0.00	Lock Delivery: \$60.00
Container Exchange: \$150.00	Contaminated Lift: \$150.00	Lock Bar Install: \$200.00

PAYMENT TERMS

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer. **TERMS: NET 10 DAYS.** State and local taxes, government franchise fees (if applicable), administrative fees, fuel surcharges and environmental fees also apply. Container relocation, container removal and seasonal restarts will be provided at additional costs.


The service agreement is for 60 months and the renewal period is for 60 months.

Please refer to the Pricing Policy at <https://www.wasteconnections.com/en/business/pricing-policy> for a description of our (i) fuel surcharge; (ii) environmental fee; (iii) administrative fee; and (iv) container and exchange fees, and how each fee is calculated and shown on your invoice.

CUSTOMER

Authorized Signature	
Printed Name	
Title	Date (MM/DD/YYYY)
	11/21/2024

REPRESENTATIVE

Nora Mustelier Outside Sales Representative Waste Connections of Florida, Inc.	 WASTE CONNECTIONS
P: (786) 229-6368 M: +1 7862296368 F: 305-633-6038 @: nora.mustelier@wasteconnections.com	

**ARTICLE I
SERVICES RENDERED**

Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's Waste Materials (as defined below) and agrees to make payments to Contractor as described herein, and Contractor agrees to furnish the services and equipment specified above, all in accordance with the terms of this Agreement.

**ARTICLE II
TERM**

THE INITIAL TERM (THE "INITIAL TERM") OF THIS AGREEMENT IS 60 MONTHS FROM THE EFFECTIVE SERVICE DATE SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, WHICH IS THE DATE CONTRACTOR'S EQUIPMENT IS DELIVERED TO CUSTOMER'S LOCATION OR SERVICE UNDER THIS AGREEMENT COMMENCES, WHICHEVER IS EARLIER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 60 MONTHS TERMS (EACH A "RENEWAL TERM" AND TOGETHER WITH THE INITIAL TERM, THE "TERM") THEREAFTER UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION BY U.S. CERTIFIED OR REGISTERED MAIL, POSTAGE PRE-PAID AND RETURN RECEIPT REQUESTED, TO THE OTHER PARTY AT LEAST NINETY (90) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERM. ANY SUCH NOTICE SHALL BE SENT TO THE OTHER PARTY'S ADDRESS SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, OR ANY CHANGE OF ADDRESS COMMUNICATED IN WRITING BY THE OTHER PARTY DURING THE TERM OF THE AGREEMENT. A RENEWAL TERM SHALL BECOME EFFECTIVE (THEREBY EXTENDING THE THEN-CURRENT TERM) UPON EITHER PARTY'S FAILURE TO GIVE NOTICE OF TERMINATION WITHIN THE TIME PERIOD SET FORTH ABOVE. NOTWITHSTANDING THE FOREGOING, CUSTOMER AGREES THAT IT SHALL NOT PROVIDE ANY SUCH NOTICE OF TERMINATION IF CONTRACTOR MEETS COMPETITIVE OFFERS MADE BY THIRD PARTIES IN WRITING FOR SIMILAR SERVICES AFTER CONTRACTOR'S REVIEW THEREOF PURSUANT TO ARTICLE XIII BELOW.

**ARTICLE III
WASTE MATERIALS**

The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all solid waste (including recyclable materials) generated or collected by Customer at the locations specified on the first page of this Agreement (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes and Customer agrees not to deposit in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). Customer agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. In the event that any recyclable materials furnished to Contractor by Customer are, due to presence of contaminants, rejected by a recycling facility or otherwise are determined by Contractor not to be resalable or to have a reduced resale value, Contractor may, in addition to its other remedies, require Customer to pay Contractor, as liquidated damages and not as a penalty, the charges incurred by Contractor (plus overhead and profit) for hauling, processing and/or disposal of such materials and for the reduction in resale value of such materials. Contractor shall deliver properly prepared recyclable materials furnished to Contractor by Customer to a recycling facility owned and/or operated by Contractor or an affiliate of Contractor or a third party that Contractor understands will recycle the materials ("Third Party Facility"); provided, however, that Contractor shall not be responsible for and has not made any representation to Customer regarding the ultimate recycling of such recyclable materials by a Third Party Facility.

**ARTICLE IV
TITLE**

Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with Customer. Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities and costs (including reasonable attorneys' fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment.

**ARTICLE V
PAYMENTS**

Customer agrees to pay Contractor on a monthly basis for the services and/or equipment furnished by Contractor in accordance with the rates, charges and fees provided for herein ("Charges"). Contractor, in its sole and absolute discretion, may agree to participate in a vendor compliance management or billing system of Customer's choosing, provided that Customer pays or refunds Contractor for all fees associated with Contractor's use of such system. For certainty, if Contractor is found to be out of compliance under any such system, such noncompliance shall not constitute a breach by Contractor of this Agreement, which shall remain valid, enforceable and binding on the parties hereto. Payments shall be made by Customer to Contractor within the period of time set forth on the first page of this Agreement. Contractor may impose and Customer agrees to pay a late fee as determined by Contractor for all past due payments, and interest on all past due payments at the rate of one and one-half percent (1½%) per month, provided that no such late fee or interest charge shall exceed the maximum rate allowed therefor by applicable law. Any dispute or claim against Contractor concerning any amount invoiced by Contractor must be asserted by Customer in writing to Contractor at the address set forth on the first page of this Agreement not later than one hundred eighty (180) days following the event or circumstance giving rise to the underlying dispute or claim; the failure to abide by such time requirement shall constitute a release and waiver by Customer of any rights in respect of, and shall constitute a bar on, any claims or requests for relief by Customer on the basis of such dispute or claim. Customer will pay Contractor a standard recycling services and equipment charge set forth herein (irrespective of changing commodity values). Customer shall continue to provide, and Contractor shall continue to collect, recyclable materials from Customer in accordance with the terms of this Agreement for the Term hereof notwithstanding changing commodity values.

**ARTICLE VI
RATE ADJUSTMENTS**

Customer agrees that the Charges shall be increased from time to time to adjust for increases in the Consumer Price Index. Because disposal, fuel, materials and operations costs constitute a significant portion of the cost of Contractor's services provided hereunder, Customer agrees that Contractor may increase the Charges to account for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that Contractor may also increase the Charges to account for increases in the average weight per container yard of Customer's Waste Materials, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, increases in taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes), and changes in the values associated with recyclable materials. Contractor may increase Charges for reasons other than those set forth above with the consent of Customer. Such consent may be evidenced orally, in writing or by the practices and actions of the parties. In the event Contractor adjusts the Charges as provided in this Article, the parties agree that this Agreement as so adjusted will continue in full force and effect. Customer acknowledges and agrees that adjustments to the Charges might not be directly associated with increased costs of servicing Customer's specific account; rather, adjustments to the Charges might be based upon overall costs and expenses incurred by Contractor on a regional or national basis.

**ARTICLE VII
SERVICE CHANGES AND AMENDMENTS**

Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced orally, in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the Term provided herein and shall not be affected by any changes in Customer's service address if any new service address is located within Contractor's service area. Should Customer change its service address to a location outside Contractor's service area, Customer may cancel the Agreement upon thirty (30) days' written notice to Contractor. Any other amendment to this Agreement not otherwise expressly provided for herein shall be made in writing and signed by both parties.

**ARTICLE VIII
RESPONSIBILITY FOR EQUIPMENT**

Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customer acknowledges that it has care, custody and control of the equipment while at Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. Customer shall pay additional charges each time that a container is overloaded (by weight or volume). Customer shall use the equipment only for its proper and intended purpose. ~~Customer agrees to indemnify, defend and hold harmless Contractor, its employees and agents against all claims, damages, suits, penalties, fines, liabilities and costs (including reasonable attorneys' fees) for injury or death to persons or loss or damage to property arising out of Customer's use, operation or maintenance of the equipment.~~ Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, Contractor will promptly notify Customer and afford Customer a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for such inaccessibility and/or delay or any additional collection service required by Customer's failure to provide such access. The word "equipment" as used in this Agreement shall mean all containers used for the storage of Waste Materials, and any other on-site devices provided by Contractor.

**ARTICLE IX
DAMAGE TO PAVEMENT**

Customer warrants that Customer's pavement, curbing or other driving surface or any right of way reasonably necessary for Contractor to provide the services described herein are sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform such services. Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and Customer agrees to assume all liabilities for any such damage, which results from the weight of Contractor's vehicles providing service at Customer's location.

**ARTICLE X
EARLY TERMINATION; LIQUIDATED DAMAGES**

In the event Customer requests termination of this Agreement prior to the expiration of its Term other than as a result of an uncured breach by Contractor or if Contractor terminates this Agreement for Customer's breach (including nonpayment) (any such instance is referred to herein as an "Early Termination"), then, in addition to such other damages as may be sustained by Contractor, Customer agrees to pay to Contractor all past due sums plus, as liquidated damages, a sum calculated as follows: (a) if the remaining Term under this Agreement is six (6) or more months, the average of Customer's most recent six (6) monthly charges multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, the average of Customer's most recent six (6) monthly charges multiplied by the number of months remaining in the Term; or (c) if the Term has not yet run for six (6) months, then (a) and (b) shall not apply and the liquidated damages shall be the monthly Charges specified in this Agreement multiplied by six (6). Notwithstanding the foregoing, if Customer suspended Contractor's collection services or reduced the frequency of Contractor's collection services by 50% or greater during the most recent six (6) month period, then Contractor may calculate liquidated damages using the average of Customer's six (6) monthly charges prior to the suspension or reduction in services, instead of Customer's most recent six (6) monthly charges. Customer expressly acknowledges that in the event of an Early Termination of this Agreement, the anticipated loss to Contractor in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. The parties stipulate and agree that the liquidated damages set forth in this Article will compensate Contractor for the loss of revenue attributable to the Early Termination of this Agreement, but the payment of these liquidated damages shall not in any way limit Contractor's rights and remedies relating to a breach of any other provision(s) of this Agreement. If Contractor purchased or leased equipment specifically for Customer's use (e.g., compactor, etc.), then, upon an Early Termination, the Customer shall owe Contractor separate damages relating to Contractor's purchase or lease of such equipment, in addition to the liquidated damages described herein.

Customer acknowledges and agrees that any request for termination of this Agreement prior to expiration of the Term requires an unscheduled collection of Contractor's equipment, which may take up to thirty (30) days to complete after Contractor receives from Customer: (a) a written request to terminate this Agreement; and (b) full payment of all liquidated damages and past due amounts owed by Customer to Contractor. Customer agrees that it shall not move or allow any third party to move Contractor's equipment during the thirty (30) day period and any time prior thereto, within which Contractor has the sole and exclusive right to service and remove its equipment from Customer's service location, and hereby grants Contractor an irrevocable right and license to allow its equipment to remain on Customer's service location for such thirty (30) day period and all times prior thereto. This Article shall survive the termination or expiration of this Agreement.

**ARTICLE XI
BREACH, SUSPENSION AND TERMINATION FOR CAUSE**

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

**ARTICLE XII
ASSIGNMENT**

Without the prior written consent of Contractor, which may be withheld in Contractor's sole and absolute discretion, Customer shall not take any one or more of the following actions: (a) assign or transfer this Agreement or any of its rights; or delegate any of its duties or obligations under this Agreement, whether voluntarily, by merger or operation of law, or otherwise; (b) appoint any third party agent (including without limitation any management company or broker) to exercise any rights, responsibilities, or take any action under this Agreement; or (c) request a change in Customer's billing address to any third party. Any violation of this Article by Customer shall constitute a breach of this Agreement for which Contractor may, in its sole and absolute discretion, seek damages and/or specific performance, including injunctive relief, without the requirement of establishing irreparable injury.

**ARTICLE XIII
OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES; RIGHT OF FIRST REFUSAL**

Contractor values the opportunity to meet all of Customer's Waste Materials collection, disposal and recycling needs. Customer will provide Contractor the opportunity to meet those needs and to provide, on a competitive basis, any additional Waste Materials collection, disposal and recycling services during the Term of this Agreement. Customer also grants Contractor a right of first refusal to match any offer Customer receives (or makes) related to the provision of services to Customer similar to those covered hereunder upon expiration or termination of this Agreement for any reason, and Customer shall give Contractor prompt written notice of any such offer and a reasonable opportunity (but in any event at least five (5) business days from receipt of such notice) to match any such offer. In the event that Contractor matches such an offer, the parties hereto shall thereafter be bound by the terms of such offer. If Customer fails to comply with these right of first refusal provisions in any instance, then Customer shall pay to Contractor all resulting damages incurred by Contractor, including, without limitation, lost profits.

**ARTICLE XIV
EXCUSED PERFORMANCE**

Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement. For the avoidance of doubt, however, a law or government order, ordinance or award establishing an exclusive franchise or similar right for a service provider in Contractor's service area shall not excuse Customer's performance hereunder.

**ARTICLE XV
BINDING EFFECT**

This Agreement is a legally binding contract on the part of Contractor and Customer and their respective heirs, successors and permitted assigns, in accordance with the terms and conditions set out herein.

**ARTICLE XVI
ATTORNEYS' FEES**

In the event Customer fails to pay Contractor all amounts which become due under this Agreement (including any liquidated damages, late fees and interest assessed thereon), or fails to perform its obligations hereunder, and Contractor refers such matter to an attorney, Customer agrees to pay, in addition to all past due sums, any and all costs incurred by Contractor as a result of such action, including, to the extent permitted by law, reasonable attorneys' fees.

**ARTICLE XVII
ENTIRE AGREEMENT; GOVERNING LAW; SEVERABILITY; SURVIVAL**

This Agreement represents the entire understanding and agreement between the parties hereto concerning the matters described herein and supersedes any and all prior or contemporaneous agreements, whether written or oral, that may exist between the parties regarding the same. This Agreement shall be governed by the laws of the State in which Customer's service locations listed on the first page of this Agreement are situated, without regard to conflicts of law provisions, except that the agreement to arbitrate in Article XVIII shall be governed by the Federal Arbitration Act (9 U.S.C. sections 1 et seq.). If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the invalid, illegal, or unenforceable provision shall be modified only to the extent necessary to make it enforceable. All agreements, representations, warranties and acknowledgments of Customer shall survive any termination or expiration of this Agreement, including, without limitation, those set forth in Articles III, IV, V, VIII, IX, X, XII, XIII, XVI and XVIII.

**ARTICLE XVIII
BINDING ARBITRATION AND CLASS ACTION WAIVER**

~~Except for Excluded Claims (as defined below), any disputes, controversies or claims arising out of or relating to this Agreement or any prior agreement between the parties hereto, the breach of such agreement(s), or any amounts paid or invoiced between the parties, shall be resolved by mandatory binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (collectively "Rules"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The following claims are not subject to mandatory binding arbitration (collectively, "Excluded Claims"): (A) either party's claims against the other in connection with bodily injury, real property damage or Excluded Waste; (B) Contractor's claims against Customer to collect past due Charges or liquidated damages under this Agreement or any prior agreements between the parties; (C) Contractor's pursuit of any claims or relief relating to the provisions in Articles VII and/or X or any similar provisions in any prior agreements between the parties, and any injunctive relief sought in relation thereto; and (D) any claims or relief sought in relation to Article XII or any similar provision in any prior agreements between the parties. This agreement to arbitrate is governed by the Federal Arbitration Act.~~

THE PARTIES HERETO AGREE THAT ANY AND ALL DISPUTES, CONTROVERSIES OR CLAIMS OF ANY NATURE, WHETHER IN ARBITRATION OR OTHERWISE AND WHETHER RELATING TO THIS AGREEMENT OR OTHERWISE, MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE PROCEEDING. ACCORDINGLY, EACH PARTY HEREBY WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE PROCEEDING RELATING TO ANY DISPUTES, CONTROVERSIES OR CLAIMS BETWEEN THE PARTIES.

Notwithstanding anything to the contrary herein or in the Rules, any interpretation or adjudication related to this Article shall be done by a court, not an arbitrator.

**ARTICLE XIX
CUSTOMER MASTER SERVICE AGREEMENTS**

If Customer and Contractor or any of their respective parent companies or affiliates enter into a Master Service Agreement concerning the Waste Materials, and in the event of a conflict between the Master Service Agreement and this Agreement, the terms of this Agreement shall control, except to the extent the Master Service Agreement specifically references a provision of this Agreement, which reference shall include any applicable Article or Section reference, and the parties specifically express their intent in the Master Service Agreement to amend such provision.

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT

**FIRST AMENDMENT TO
CLUBHOUSE MANAGEMENT AGREEMENT**

THIS FIRST AMENDMENT TO CLUBHOUSE MANAGEMENT AGREEMENT (the "Amendment") is made and entered into this ___ day of _____, 2025, with an effective date of _____, 2025 (the "Amendment Effective Date"), by and between:

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"),

and

MIAMI MANAGEMENT, INC., a Florida corporation, having its principal address at 14275 SW 142nd Avenue, Miami, Florida 33186 (the "Contractor").

RECITALS

WHEREAS, the District and Contractor acknowledge and agree that they are parties to the Clubhouse Management Agreement dated of November 18, 2024, (the "Agreement"), which Agreement has been in effect since the Agreement's effective date of November 13, 2024; and

WHEREAS, the District and Contractor desire to amend the Agreement to increase the number of hours of certain services performed each month and adjust the compensation to Contractor in the Agreement accordingly beginning on the Amendment Effective Date, as set forth in the Services Cost Breakdown attached hereto and made a part hereof as Composite Exhibit A-1 (the "Services Cost Breakdown"); and

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

Section 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

Section 2. As of the Amendment Effective Date, Section 2(D) of the Agreement, entitled "Compensation" is hereby replaced, with the following:

D. Compensation. The monthly amount payable to Contractor for services provided pursuant to this Agreement shall not exceed ~~THIRTY-TWO THOUSAND THREE HUNDRED SIXTY-TWO AND 00/100 (\$32,362.00) DOLLARS~~ **THIRTY-SEVEN THOUSAND SEVENTY-EIGHT AND 48/100 (37,078.48)**

DOLLARS (the “Monthly Management Fee”). However, the Monthly Management Fee for November 2024 will be prorated from the Effective Date of November 13, 2024, and payable in an amount of **NINETEEN THOUSAND FOUR HUNDRED SEVENTEEN AND 20/100 (\$19,417.20) DOLLARS**. This Monthly Management Fee includes all costs, expenses, profit, and overhead incurred by Contractor in connection with the management and operation of the Clubhouse Amenity Center. Approved reimbursables, in addition to the Monthly Management Fee are limited to the approved reimbursable expenses specifically provided for herein in Composite Exhibit A (the “Approved Reimbursables”).

Invoices shall be paid net thirty (30) days upon receipt by District. Compensation for the services provided under this Agreement is more particularly described under “Services Cost Breakdown” in Composite Exhibit A. Contractor will in good faith use its best efforts to ensure all hours as provided in Services Cost Breakdown in Composite Exhibit A are performed by personnel. District and Contractor agree that payment will only be made to Contractor for the actual number of hours worked by personnel.

If the District and Contractor mutually consent to the extension of the Agreement from the Initial Term or a previous extension term, the parties shall agree on an Annual Contract Amount for that extension term and any increase in the Annual Contract Amount shall not exceed that which would be provided under the Federal Consumer Price Annual Inflation Index or four (4%) percent, whichever is less, which includes burden. Any extension terms are subject to the availability of funds by the District.

Section 3. As of the Amendment Effective Date, Composite Exhibit A of the Agreement is hereby replaced in its entirety with the Services Cost Breakdown and Approved Reimburseables attached hereto and made a part hereof as Composite Exhibit A-1 to this Amendment.

Section 4. In all other respects not specifically amended by this Amendment, the Agreement shall remain in full force and effect.

Section 5. This Amendment shall be effective upon execution of the Amendment by the parties; however the increase in hours and compensation set forth in Section 2 and Section 3 of this Amendment shall not be effective until the Amendment Effective Date.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chairman

Date: _____, 2025

**MIAMI MANAGEMENT, INC., a Florida
corporation**

WITNESSES:

By: _____
Guillermo Cancio-Bello, President

Print name

Date: _____, 2025

Print Name

Composite Exhibit A-1

Services Cost Breakdown and Approved Reimbursables

Services Cost Breakdown

Two Lakes Community Development District

Personnel Name & Hours per week	Hrs/Week	Payrate	Rate with Burden	Monthly Cost	Annual Cost
Club Director	40	\$ 51,500.00	\$ 14,420.00	\$ 5,493.33	\$ 65,920.00
MMI Portion of Health Insurance for Club Director				\$ 340.00	\$ 4,080.00
Cell phone for Club Director				\$ 60.00	\$ 720.00
Total Annual Hours	2080				
40 hr/ week Assistant to Club Director	40	\$ 17.00	\$ 21.76	\$ 3,771.73	\$ 45,260.80
MMI Portion of Health Insurance for Assistant to Club Director				\$ 340.00	\$ 4,080.00
Total Annual Hours	2080				
Club Greeter #1 (will work with Asst to Club Director to cover club hours)	26	\$ 16.00	\$ 20.48	\$ 2,307.41	\$ 27,688.96
Club Greeter #2 (will work with Asst to Club Director to cover club hours)	40	\$ 16.00	\$ 20.48	\$ 3,549.87	\$ 42,598.40
Club Greeter #3 (will work with Asst to Club Director to cover club hours)	29	\$ 16.00	\$ 20.48	\$ 2,573.65	\$ 30,883.84
Club Greeter #4 (will work with Asst to Club Director to cover club hours)	20	\$ 16.00	\$ 20.48	\$ 1,774.93	\$ 21,299.16
Total Annual Hours	5980			\$ 10,205.86	\$ 122,470.36
Housekeeper #1 40 hours	40	\$ 17.00	\$ 23.46	\$ 4,066.40	\$ 48,796.80
Housekeeper #2 30 hours	30	\$ 17.00	\$ 23.46	\$ 3,049.80	\$ 36,597.60
Housekeeper #3 40 hours	40	\$ 17.00	\$ 23.46	\$ 4,066.40	\$ 48,796.80
Housekeeper #4 13 hours	14	\$ 17.00	\$ 23.46	\$ 1,423.24	\$ 17,078.88
Total Annual Hours	6448			\$ 12,605.84	\$ 151,270.08
Supervisory Admin Fee - hiring personnel, uniform purchase, supervisor				\$ 4,261.71	\$ 51,140.56

Note: MMI will increase service rates at 4% each year which includes burden

TOTALS: \$ 37,078.48 \$ 444,941.80

APPROVED REIMBURSABLES

Manager shall bill Owner for the following costs on a monthly basis:

1. Printing and photocopying at a cost of \$0.25 per page for black and white and \$0.50 per page for color, excluding mass mailings, which may be sent to an independent printer and billed directly to Two Lakes CDD. Envelopes \$0.20 (twenty) cents apiece and mailing labels at \$0.15 apiece.
2. Postage at the current United States Postal Service rates. This also applies to independent courier service if ever required, or overnight delivery and billed directly to Two Lakes CDD. Certified mail handling at \$10.00 per piece including postage or at prevailing rate.
3. Annual \$500.00 fee for office expenses, including but not limited to: Files, behalf of Two Lakes CDD, storage boxes, incoming and outgoing facsimiles, and record storage and retrieval (up to a period of seven years.)
4. Administrative fees for litigation support services, including but not limited to: Court appearances and preparation, production of documents, discovery, meetings with counsel, (not relating to collection matters) depositions, etc. at the rate of \$75.00 per hour for staff, \$250.00 per hour for senior staff and \$300.00 per hour for any officers of the Managing Company.
5. Periodically the Manager will partner with contractors in an independent capacity as a consultant. There is no charge to Two Lakes CDD.

To minimize monthly expense reimbursements, Manager will not charge Club for expenses which were not authorized by the Owner.

RESOLUTION NO. 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET AND NON-AD VALOREM SPECIAL ASSESSMENTS FOR FISCAL YEAR 2025/2026; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “Board”) of the Two Lakes Community Development District (the “District”) is required by Section 190.008(2)(a), *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

WHEREAS, the Proposed Budget including the Assessments for Fiscal Year 2025/2026 has been prepared and considered by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The Proposed Budget including the Assessments for Fiscal Year 2025/2026 attached hereto as Exhibit “A” is approved and adopted.

Section 2. A Public Hearing is hereby scheduled for May 22, 2025 at 6:00 p.m. in the Aquabella Clubhouse located at 10401 W 35th Lane, Hialeah, Florida 33018, for the purpose of receiving public comments on the Proposed Fiscal Year 2025/2026 Budget.

PASSED, ADOPTED and EFFECTIVE this 4th day of March, 2025.

ATTEST:

**TWO LAKES
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Two Lakes
Community Development District

**Proposed Budget For
Fiscal Year 2025/2026
October 1, 2025 - September 30, 2026**

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PROPOSED BUDGET
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2025/2026 BUDGET
REVENUES	
Administrative Assessments	125,833
Maintenance Assessments	135,620
Clubhouse Maintenance Assessments	1,431,277
Debt Assessments - Series 2017	1,482,926
Debt Assessments - Series 2019	1,153,711
Debt Assessments - Series 2024	2,349,335
Other Revenue	0
Interest Income - Stormwater Account	0
Interest Income	1,440
TOTAL REVENUES	\$ 6,680,142
EXPENDITURES	
Administrative Expenditures	
Supervisor Fees	2,400
Management	42,648
Legal	20,000
Assessment Roll	9,400
Audit Fees	7,900
Arbitrage Rebate Fee	1,950
Insurance	7,100
Legal Advertisements	8,000
Miscellaneous	1,200
Postage	500
Office Supplies	700
Dues & Subscriptions	175
Trustee Fees	9,750
Continuing Disclosure Fee	3,000
Administrative Contingency	5,000
Total Administrative Expenditures	\$ 119,723
Maintenance Expenditures	
Annual Engineer's Report & Inspections	5,000
Field Operations Management	1,500
Roadway/Street Drainage System	35,000
Lake Tract(s) Maintenance	14,000
Aquatic Maintenance	16,000
Lake Fountain Maintenance	6,000
Storm Drainage/Class V Permit	3,500
Capital Improvements Fund	46,483
Total Maintenance Expenditures	\$ 127,483
Total Clubhouse Expenditures	\$ 1,345,400
TOTAL EXPENDITURES	\$ 1,592,606
REVENUES LESS EXPENDITURES	\$ 5,087,536
Bond Payments - Series 2017	(1,393,950)
Bond Payments - Series 2019	(1,084,488)
Bond Payments - Series 2024	(2,208,375)
BALANCE	\$ 400,723
County Appraiser & Tax Collector Fee	(133,575)
Discounts For Early Payments	(267,148)
EXCESS/ (SHORTFALL)	\$ 0
Carryover From Prior Year	0
NET EXCESS/ (SHORTFALL)	\$ 0

DETAILED PROPOSED BUDGET
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
REVENUES				
Administrative Assessments	108,561	99,094	125,833	Expenditures Less Interest/.94
Maintenance Assessments	163,124	163,124	135,620	Expenditures/.94
Clubhouse Maintenance Assessments	0	0	1,431,277	Expenditures/.94
Debt Assessments - Series 2017	1,482,926	1,482,926	1,482,926	Bond Payments/.94
Debt Assessments - Series 2019	1,153,711	1,153,711	1,153,711	Bond Payments/.94
Debt Assessments - Series 2024	0	0	2,349,335	Bond Payments/.94
Other Revenue	0	0	0	
Interest Income - Stormwater Account	3,241	0	0	
Interest Income	54,481	720	1,440	Projected At \$120 Per Month
TOTAL REVENUES	\$ 2,966,044	\$ 2,899,575	\$ 6,680,142	
EXPENDITURES				
Administrative Expenditures				
Supervisor Fees	2,400	0	2,400	\$2,400 Increase From 2024/2025 Budget
Management	40,248	41,448	42,648	CPI Adjustment - Includes Website Management
Legal	23,476	12,800	20,000	\$7,200 Increase From 2024/2025 Budget
Assessment Roll	9,400	9,400	9,400	No Change From 2024/2025 Budget
Audit Fees	5,800	5,900	7,900	\$2,000 Increase Due to Clubhouse Addition
Arbitrage Rebate Fee	1,300	1,300	1,950	\$650 Increase From 2024/2025 Budget
Insurance	6,594	7,100	7,100	Fiscal Year 2023/2024 Expenditure Was \$6,594
Legal Advertisements	12,932	2,500	8,000	\$5,500 Increase From 2024/2025 Budget
Miscellaneous	1,255	1,200	1,200	No Change From 2024/2025 Budget
Postage	1,563	500	500	No Change From 2024/2025 Budget
Office Supplies	2,004	700	700	No Change From 2024/2025 Budget
Dues & Subscriptions	175	175	175	Annual Dues Payment To Dept Of Economic Opportunity
Trustee Fees	6,500	6,500	9,750	\$3,250 Increase From 2024/2025 Budget
Continuing Disclosure Fee	1,000	2,000	3,000	\$1000 Increase From 2024/2025 Budget
Administrative Contingency	7,684	2,346	5,000	Administrative Contingency
Total Administrative Expenditures	\$ 122,331	\$ 93,869	\$ 119,723	
Maintenance Expenditures				
Annual Engineer's Report & Inspections	3,355	2,400	5,000	\$2,600 Increase From 2024/2025 Budget
Field Operations Management	1,500	1,500	1,500	No Change From 2024/2025 Budget
Roadway/Street Drainage System	16,267	35,000	35,000	No Change From 2024/2025 Budget
Lake Tract(s) Maintenance	13,008	12,000	14,000	\$2,000 Increase From 2024/2025 Budget
Aquatic Maintenance	14,880	15,000	16,000	\$1,000 Increase From 2024/2025 Budget
Lake Fountain Maintenance	0	0	6,000	New Addition to Budget
Storm Drainage/Class V Permit	0	0	3,500	New Addition to Budget
Capital Improvements Fund	0	87,437	46,483	Capital Improvements Fund
Total Maintenance Expenditures	\$ 49,010	\$ 153,337	\$ 127,483	
Total Clubhouse Expenditures	\$ -	\$ -	\$ 1,345,400	
TOTAL EXPENDITURES	\$ 171,340	\$ 247,206	\$ 1,592,606	
REVENUES LESS EXPENDITURES	\$ 2,794,704	\$ 2,652,369	\$ 5,087,536	
Bond Payments - Series 2017	0	(1,393,950)	(1,393,950)	2025 Principal & Interest Payments
Bond Payments - Series 2019	0	(1,084,488)	(1,084,488)	2025 Principal & Interest Payments
Bond Payments - Series 2024	0	0	(2,208,375)	2025 Principal & Interest Payments
BALANCE	\$ 2,794,704	\$ 173,931	\$ 400,723	
County Appraiser & Tax Collector Fee	0	(57,977)	(133,575)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	0	(115,954)	(267,148)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 2,794,704	\$ -	\$ 0	
Carryover From Prior Year	0	0	0	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$ 2,794,704	\$ -	\$ 0	

DETAILED PROPOSED BUDGET (CLUBHOUSE)
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
CLUBHOUSE OPERATIONS & MAINTENANCE EXPENDITURES	ACTUAL	BUDGET	BUDGET	COMMENTS
Access Control Repairs & Maintenance	0	8,400	12,000	Repairs & maintenance of the access control system of the Club Property.
Air Conditioning Maintenance & Repairs	0	3,696	4,500	AC maintenance contract and associated repairs.
Capital Improvements	0	0	85,000	Combination of MMI Management Fees & Payroll for staff
Clubhouse Coffee Machine	0	0	9,000	Combination of MMI Management Fees & Payroll for staff
Clubhouse MMI Management Fees	0	480,312	460,000	Combination of MMI Management Fees & Payroll for staff
Clubhouse SDS Management	0	0	24,000	SDS Clubhouse Management Fee
Electricity	0	96,900	80,000	Electricity (irrigation, pool equipment, outdoor lights, etc.)
Fitness Equipment Maintenance & Improvements	0	15,000	30,000	Fitness equipment maintenance contract & repairs.
Holiday Decor	0	0	20,000	Property, Liability & other insurance coverages for Club Property.
Insurance-Property & Liability	0	29,400	44,000	Property, Liability & other insurance coverages for Club Property.
Irrigation Repairs & Maintenance	0	5,700	5,700	Irrigation repairs & maintenance at Club Property.
Janitorial Supplies	0	30,000	30,000	Janitorial supplies required for Club Property.
Landscape Maintenance	0	50,100	60,000	32 cuts/edging per year, monthly shrub trimming & bed work, quarterly pest & fertilization
Landscape Replacement (Includes Mulching)	0	25,200	25,200	Landscape replacement and yearly mulching of Club Property.
Office Supplies/Club House Supplies	0	10,140	6,000	Supplies and equipment required for onsite office.
Pest Control	0	4,800	15,500	Pest control at Club Property
Pool Maintenance	0	72,000	58,000	Routine pool maintenance and additional cleanings when required.
Pool Repairs	0	48,000	44,000	Repairs of the pools.
Property Taxes	0	12,000	12,000	Property taxes for the Club Property
General Repairs/Maintenance & Supplies	0	48,000	55,000	General repairs and maintenance of the Club Property.
Special Events	0	40,200	15,000	Events and activities hosted by the Club.
Security Services	0	250,200	175,000	Security services for Club Property as needed.
Telephone, Cable, Internet	0	18,600	14,500	Expenses for services
Trash Collection/Recycling	0	22,080	15,000	Trash collection expenses for Club Property.
Water & Sewer	0	40,800	37,000	Water & sewer for Club Property
Window Cleaning & Pressure Cleaning	0	10,020	9,000	Yearly window cleaning and pressure washing of Club Property.
TOTAL CLUBHOUSE OPERATIONS & MAINTENANCE EXPENDITURES	\$ -	\$ 1,321,548	\$ 1,345,400	
Carryover From Prior Year	0	0	0	Carryover From Prior Year
TOTAL CLUB OPERATIONS & MAINTENANCE EXPENDITURES				
Operating Expenditures	-	1,321,548	1,345,400	\$806.20 Per Year * 1669 Units = \$1,345,548
				Assessment Including Discounts & Fees (\$806.20/.94 =
				\$857.66 Per Year * 1669 Units = \$1,431,434.54)

DETAILED PROPOSED DEBT SERVICE (SERIES 2017) FUND BUDGET
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	100,217	500	500	Projected Interest For 2025/2026
NAV Tax Collection	1,411,973	1,393,950	1,393,950	Maximum Debt Service Collection
Total Revenues	\$1,512,190	\$1,394,450	\$1,394,450	
EXPENDITURES				
Principal Payments	435,000	470,000	490,000	Principal Payment Due In 2026
Interest Payments	947,650	920,750	901,950	Interest Payments Due In 2026
Bond Redemption	0	3,700	2,500	Estimated Excess Debt Collections
Total Expenditures	\$1,382,650	\$1,394,450	\$1,394,450	
Excess/ (Shortfall)	\$129,540	\$0	\$0	

Series 2017 Bond Information

Original Par Amount =	\$21,685,000	Annual Principal Payments Due:
Interest Rate =	3.25% - 5.0%	December 15th
Issue Date =	June 2017	Annual Interest Payments Due:
Maturity Date =	November 2047	June 15th & December 15th
Par Amount As Of 1/1/25 =	\$18,815,000	

DETAILED PROPOSED DEBT SERVICE (SERIES 2019) FUND BUDGET
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	73,842	500	500	Projected Interest For 2025/2026
NAV Tax Collection	1,098,606	1,084,488	1,084,488	Maximum Debt Service Collection
Total Revenues	\$1,172,448	\$1,084,988	\$1,084,988	
EXPENDITURES				
Principal Payments	400,000	430,000	445,000	Principal Payment Due In 2026
Interest Payments	669,963	651,513	637,000	Interest Payments Due In 2026
Bond Redemption	0	3,475	2,988	Estimated Excess Debt Collections
Total Expenditures	\$1,069,963	\$1,084,988	\$1,084,988	
Excess/ (Shortfall)	\$102,485	\$0	\$0	

Series 2019 Bond Information

Original Par Amount =	\$19,050,000	Annual Principal Payments Due:
Interest Rate =	3.0% - 4.0%	December 15th
Issue Date =	September 2019	Annual Interest Payments Due:
Maturity Date =	December 2049	June 15th & December 15th
Par Amount As Of 1/1/25 =	\$17,070,000	

DETAILED PROPOSED DEBT SERVICE (SERIES 2024) CLUBHOUSE FUND BUDGET
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	0	0	500	Projected Interest For 2025/2026
NAV Tax Collection	0	0	2,208,375	Maximum Debt Service Collection
Total Revenues	\$0	\$0	\$2,208,875	
EXPENDITURES				
Principal Payments	0	0	505,000	Principal Payment Due In 2026
Interest Payments	0	0	1,700,875	Interest Payments Due In 2026
Bond Redemption	0	0	3,000	Estimated Excess Debt Collections
Total Expenditures	\$0	\$0	\$2,208,875	
Excess/ (Shortfall)	\$0	\$0	\$0	

Series 2024 Bond Information

Original Par Amount =	\$34,270,000	Annual Principal Payments Due:
Interest Rate =	5.00%	May 1st
Issue Date =	October 2024	Annual Interest Payments Due:
Maturity Date =	November 2055	May 1st & November 1st
Par Amount As Of 1/1/25 =	\$34,270,000	

Two Lakes Community Development District Assessment Comparison

	Fiscal Year 2021/2022 Assessment Before Discount*	Fiscal Year 2022/2023 Assessment Before Discount*	Fiscal Year 2023/2024 Assessment Before Discount*	Fiscal Year 2024/2025 Assessment Before Discount*	Fiscal Year 2025/2026 Projected Assessment Before Discount*
<u>Original Units</u>					
Administrative For Villa Units	\$59.39	\$59.38	\$59.38	\$59.38	\$75.39
Maintenance For Villa Units	\$97.94	\$97.94	\$97.94	\$97.94	\$81.26
Clubhouse Maintenance For Villa Units	\$0.00	\$0.00	\$0.00	\$0.00	\$857.57
Clubhouse Debt For Villa Units	\$0.00	\$0.00	\$0.00	\$0.00	\$1,407.63
<u>Debt For Villa Units</u>	<u>\$1,472.00</u>	<u>\$1,472.00</u>	<u>\$1,472.00</u>	<u>\$1,472.00</u>	<u>\$1,472.00</u>
Total For Villa Units	\$1,629.33	\$1,629.32	\$1,629.32	\$1,629.32	\$3,893.85
Administrative For Townhome Units	\$59.38	\$59.38	\$59.38	\$59.38	\$75.39
Maintenance For Townhome Units	\$97.94	\$97.94	\$97.94	\$97.94	\$81.26
Clubhouse Maintenance For Villa Units	\$0.00	\$0.00	\$0.00	\$0.00	\$857.57
Clubhouse Debt For Villa Units	\$0.00	\$0.00	\$0.00	\$0.00	\$1,407.63
<u>Debt For Townhome Units</u>	<u>\$1,524.50</u>	<u>\$1,524.50</u>	<u>\$1,524.50</u>	<u>\$1,524.50</u>	<u>\$1,524.50</u>
Total For Townhome Units	\$1,681.82	\$1,681.82	\$1,681.82	\$1,681.82	\$3,946.35
Administrative For Single Family Units	\$59.38	\$59.38	\$59.38	\$59.38	\$75.39
Maintenance For Single Family Units	\$97.94	\$97.94	\$97.94	\$97.94	\$81.26
Clubhouse Maintenance For Villa Units	\$0.00	\$0.00	\$0.00	\$0.00	\$857.57
Clubhouse Debt For Villa Units	\$0.00	\$0.00	\$0.00	\$0.00	\$1,407.63
<u>Debt For Single Family Units</u>	<u>\$1,577.00</u>	<u>\$1,577.00</u>	<u>\$1,577.00</u>	<u>\$1,577.00</u>	<u>\$1,577.00</u>
Total For Single Family Units	\$1,734.32	\$1,734.32	\$1,734.32	\$1,734.32	\$3,998.85
<u>Expansion Units</u>					
Administrative For Villa Units	\$59.38	\$59.38	\$59.38	\$59.38	\$75.39
Maintenance For Villa Units	\$97.94	\$97.94	\$97.94	\$97.94	\$81.26
Clubhouse Maintenance For Villa Units	\$0.00	\$0.00	\$0.00	\$0.00	\$857.57
Clubhouse Debt For Villa Units	\$0.00	\$0.00	\$0.00	\$0.00	\$1,407.63
<u>Debt For Villa Units</u>	<u>\$1,555.00</u>	<u>\$1,555.00</u>	<u>\$1,555.00</u>	<u>\$1,555.00</u>	<u>\$1,555.00</u>
Total For Villa Units	\$1,712.32	\$1,712.32	\$1,712.32	\$1,712.32	\$3,976.85
Administrative For Townhome Units	\$59.38	\$59.38	\$59.38	\$59.38	\$75.39
Maintenance For Townhome Units	\$97.94	\$97.94	\$97.94	\$97.94	\$81.26
Clubhouse Maintenance For Villa Units	\$0.00	\$0.00	\$0.00	\$0.00	\$857.57
Clubhouse Debt For Villa Units	\$0.00	\$0.00	\$0.00	\$0.00	\$1,407.63
<u>Debt For Townhome Units</u>	<u>\$1,658.00</u>	<u>\$1,658.00</u>	<u>\$1,658.00</u>	<u>\$1,658.00</u>	<u>\$1,658.00</u>
Total For Townhome Units	\$1,815.32	\$1,815.32	\$1,815.32	\$1,815.32	\$4,079.85
Administrative For Single Family Units	\$59.38	\$59.38	\$59.38	\$59.38	\$75.39
Maintenance For Single Family Units	\$97.94	\$97.94	\$97.94	\$97.94	\$81.26
Clubhouse Maintenance For Villa Units	\$0.00	\$0.00	\$0.00	\$0.00	\$857.57
Clubhouse Debt For Villa Units	\$0.00	\$0.00	\$0.00	\$0.00	\$1,407.63
<u>Debt For Single Family Units</u>	<u>\$1,866.00</u>	<u>\$1,866.00</u>	<u>\$1,866.00</u>	<u>\$1,866.00</u>	<u>\$1,866.00</u>
Total For Single Family Units	\$2,023.32	\$2,023.32	\$2,023.32	\$2,023.32	\$4,287.85

* Assessments Include the Following :

4% Discount for Early Payments
1% County Tax Collector Fee
1% County Property Appraiser Fee

Note: Covenant Amount (After Discounts & Fees)

For Original Units = \$248.00
\$248.00/.94 = \$263.82

Covenant Amount (After Discounts & Fees)

For Expansion Units = \$262.00
\$262.00/.94 = \$278.72

Community Information - Original Units (Original):

Villa Units	347
Townhome Units	420
Single Family Units	209
Total Area One Units	976

Total Units

Original Units:	982
Expansion Units:	687
Total Units:	1,669

Community Information - Original Units (Current):

Villa Units	407
Townhome Units	372
Single Family Units	203
Total Area One Units	982

Community Information - Expansion Units:

Villa Units	246
Townhome Units	248
Single Family Units	193
Total Expansion Units	687

RESOLUTION 2025-03

A RESOLUTION OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING MICHAEL J. PAWELCZYK AS THE DISTRICT'S REGISTERED AGENT AND DESIGNATING THE OFFICE OF BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A. AS THE REGISTERED OFFICE

WHEREAS, Section 189.014, Florida Statutes requires that the Two Lakes Community Development District (the "District") designate a registered office and a registered agent, and further authorizes the District to change its registered office and registered agent, at the discretion of the District Board of Supervisors (the "Board"); and

WHEREAS, the designation of both a registered office and a registered agent is for the purpose of accepting service of process, notice, or demand that is required or permitted by law to be served upon the District; and

WHEREAS, the Board has been informed by the office of District Counsel that there is a need to designate a new registered agent for the District; and

WHEREAS, the Board seeks designate Michael J. Pawelczyk as the registered agent for the District, and update the business address of the registered office of the District, as necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The foregoing recitals are hereby incorporated as findings of fact of the Board.

Section 2. Michael J. Pawelczyk is hereby designated as the registered agent for the District, thereby replacing any previously designated registered agent.

Section 3. The registered office of the District is hereby designated as the office at Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Suite 600, Fort Lauderdale, Florida 33301. The registered office is identical to the business address of the registered agent designated in Section 2 of this Resolution.

Section 4. Pursuant to the requirements of Section 189.014(2), Florida Statutes, the District's Secretary shall transmit copies of this Resolution to the local governing authority or authorities and to the Florida Department of Economic Opportunity.

Section 5. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 6. If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional, illegal or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 7. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 4th DAY OF March, 2025.

**TWO LAKES
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chair/Vice-Chair, Board of Supervisors

Fresh Coffee Corp
 11300 SW 8TH PL
 PEMBROKE PINES, FL 33025
 3059229635

Ryan Quiroga
 TWO LAKES CDD
 15944 NW 97th Ave
 Hialeah, FL 33018

Proposal Number 00022113
 Proposal Date 01/28/2025
 Reference 334509

Pricing

Description	Rate	Qty	Line Total
Coffee Service for TWO LAKES CDD (All Inclusive)	\$750.00	1	\$750.00

Service Features:
 High-End Coffee Machine:

Installation of 1 state-of-the-art coffee machine. (Free installation)
 1- G335 Super Automatic Bean to Cup Coffee Machine
 All Inclusive \$750 x Month (1300 Cups Included)
 \$.50 x cup after the first 1300 cups are used.

Subtotal	750.00
Tax	0.00

Proposal Total (USD) \$750.00

Notes

Top-Quality Products:
 Supply of specialty coffee from selected origins.
 Variety of options including Espresso, Americano, Cappuccino, Latte, Cortadito, Chocolate, French Vanilla, Hazelnut and more.

Supplies and Maintenance:
 All supplies included: coffee, milk, chocolate, French vanilla, sugar, sweeteners, cups, stirrers.
 Regular maintenance of machines to ensure optimal performance. (as needed it)

Customization and Monitoring:
 Option to customize machine settings according to your dealership's preferences.
 Constant monitoring to ensure adequate supply and optimal machine condition.

Transparent Billing:
 All Inclusive \$750 x Month (1300 Cups Included)
 \$.50 x cup after the first 1300 cups are used.

No fixed costs or hidden fees; you pay the same amount every month. (Adjusted for inflation every year)

Benefits for the Clubhouse

Enhanced Experience: Premium coffee offerings elevate the clubhouse environment.

Cost Savings and Efficiency: Eliminates the need to manage coffee supply and operational costs; we take care of everything.

Employee and Resident Satisfaction: Provides a pleasant and productive atmosphere at no additional cost to employees and residents.

Improved Brand Image: Demonstrates a commitment to quality and exceptional service.

Why Choose Us?

Experience and Quality: With years of experience in the industry, we guarantee a coffee service that meets the highest standards.

Flexibility and Adaptability: We tailor our service to meet the specific needs of your business, ensuring a customized solution that exceeds expectations.

Elevate the experience at your Club House with our premium coffee service!

Timeline

We offer a comprehensive coffee service designed to provide your customers and employees with an exceptional coffee experience, hassle-free and without the constraints of a time contract or hidden costs.

Notes

Thank you for considering our premium coffee service. We look forward to enhancing your Club House hospitality.

Our team is dedicated to ensuring a seamless coffee experience for your customers and employees.

Feel free to contact us with any questions or to schedule a demonstration at your convenience.

Terms

Fresh Coffe Corp , agree to provide reasonable service and maintenance for the equipment during the term.The customer shall allow operator to enter the premises for the purposes of inspection or performance of such equipment and repair or necessary replacement or return of the equipment .Client will notify vendor of any malfunction or damage on machines.

Ryan Quiroga and TWO LAKES CDD Board Members.

Terms

Fresh Coffe Corp , agree to provide reasonable service and maintenance for the equipment during the term.The customer shall allow operator to enter the premises for the purposes of inspection or performance of such equipment and repair or necessary replacement or return of the equipment .Client will notify vendor of any malfunction or damage on machines.

Ryan Quiroga, TWO LAKES CDD









EXCLUSIVE SELECTION

Coffee Machines

All Inclusive Service
Machines, Products, Service, Repairs,
Cleaning, Customization and installation

Bluetec G335

Screen Size: **5" HD screen**
Serves: **300**
Recipes: **18**

CAPACITIES

- Coffee beans: 3,570 g
- Powdered milk: 2,450 g
- Chocolate: 2,000 g
- Sugar: 3,400 g
- Freeze dried coffee: 720 g
- Tea and herbal drinks: 1,500 g
- Pressure boiler: 200 cc



Vandal-proof lock



Optimized capacity and volume



Energy-saving LED lighting



Banknote and coin mechanism payment system



Motorised water distributor without electrovalves



Pressure valve in the brewing unit



Aluminium boiler



Touch keyboard



Smudge-proof stainless steel

Aquabella Club House 1

Sales Contact:

Clinton Judd

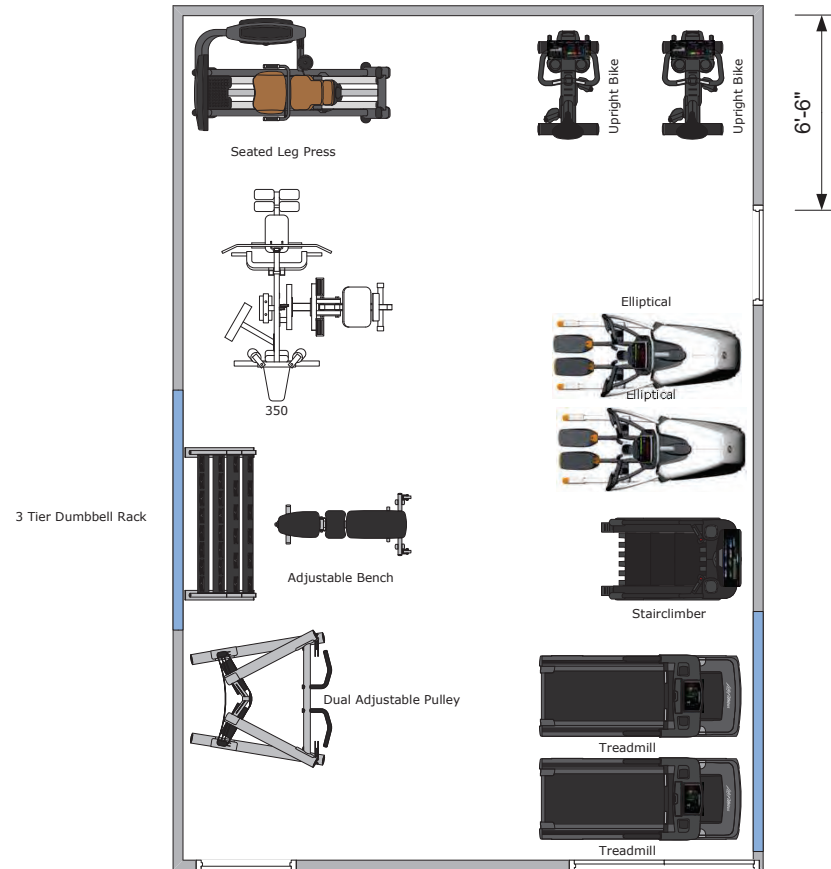
Date: 1.31.25

Version: 1.01






Scale: 7/128"=1'-0"

DISCLAIMER:
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Electrical Legend:

-  DEDICATED RECEPTACLE
-  STANDARD RECEPTACLE
-  OPTIONAL RECEPTACLE
-  WIFI / WIRED INTERNET
-  TV CONNECTION

CONSULT A QUALIFIED ELECTRICAL PROFESSIONAL TO DETERMINE POWER REQUIREMENTS AND PLACEMENT.

POWER, DATA, AND TV REQUIREMENTS VARY BASED ON OPTIONS SELECTED.



Aquabella Main Club

Sales Contact:

Clinton Judd

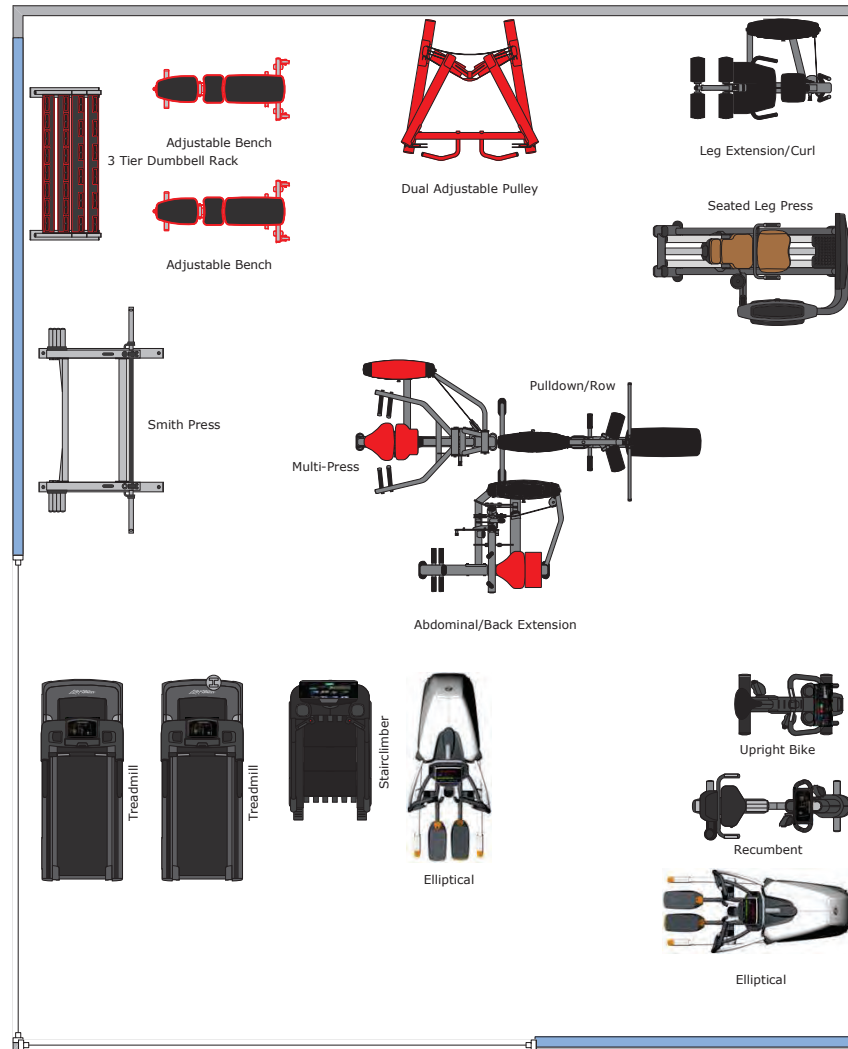
Date: 1.31.25

Version: 1.01






Scale: 7/128"=1'-0"

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7250 Standish Place, Suite 250
Rockville, MD 20855

QUOTE

BILL TO

Aquabella
15944 Northwest 97th Avenue
Hialeah, Florida, 33018

Quote #

00071851

Date

February 13, 2025

Valid Until

March 15, 2025

SHIP TO

Aquabella
15944 Northwest 97th Avenue
Hialeah, Florida, 33018

Account Rep:

Dan Huebner

Contact Info:

dhuebner@livunltd.com

Line	Model #	Qty	List Price	Sales Price	TOTAL PRICE
	9-3415-4G-10IN-60BLK 4 SERIES 4G - W/LCD ***NEW***	2.00	\$7,299.00	\$4,166.67	\$8,333.34
	TC3-DA-35 LAUNCH Treadmill	2.00	\$4,000.00	\$2,500.00	\$5,000.00
	CC6-LT0A Unite LED Screen:TC1-OA-35,TC2-OA-35,TC3-AA-35,TC3-DA-35,TC1-SA-35,TC1-IA-35	2.00	\$799.00	\$534.72	\$1,069.44
	9NL-D1013-60ARS INSTINCT LEG PRESS / CALF RAISE	2.00	\$5,199.00	\$3,118.61	\$6,237.22
	9NN-L8506-60AAS INSTINCT SMITH MACHINE	1.00	\$4,299.00	\$2,776.39	\$2,776.39
	803OR-255 255Lb Olympic Rubber Plate set	1.00	\$688.60	\$478.13	\$478.13
	Sales Freight & Handling Sales Freight & Handling	1.00	\$0.00	\$1,764.26	\$1,764.26
	Installation Services - 3rd Party Delivery & Installation Services	1.00	\$0.00	\$3,000.00	\$3,000.00



7250 Standish Place, Suite 250
Rockville, MD 20855

QUOTE

Email Approved quotes to your sales representative: dhuebner@livunltd.com

Standard Terms and Conditions:

1. Install labor is estimated and may vary depending on underlying issues, customer approval will be requested if additional install labor is required.
2. All unit prices are F.O.B. Destination.
3. These prices are subject to change after 30 days from the document date.
4. Post-installation entertainment (television) requirements will be handled as a billable service visit.
5. Equipment bolt-down requirements and additional safety signage are the client's responsibility to follow per the manufacturer's recommendations.
6. The above quotation is computed to be performed during regular business hours.
7. Clerical errors subject to correction.
8. All prices and agreements are contingent upon strikes, accidents, and other causes unavoidable or beyond our control.
9. Buyer agrees to promptly file a claim for all goods damaged in transit.
10. There will be a 20% restocking charge on all merchandise ordered but not accepted.
11. A preventative Maintenance Agreement is available for all equipment.
12. An equipment lease is available with approved credit.
13. We accept all major credit cards for payment, however, there is a nominal 3% processing fee for invoices over \$1000.00.
14. **Hold and Storage:** Should an install be delayed by the client more than 30 days from the initial install date, LIVunLtd reserves the right to charge the client a storage fee until the install is completed. If the future estimated install date exceeds 60 days LIVunLtd reserves the right to require an additional deposit of up to 100% of the order.

Payment Terms	Net 30		
		Sales Price	28,658.78
		Tax	1,672.62
		Total (USD)	30,331.40

By signing this proposal, the customer accepts and confirms the above contents subject to the LIVun Ltd Terms of Sale.

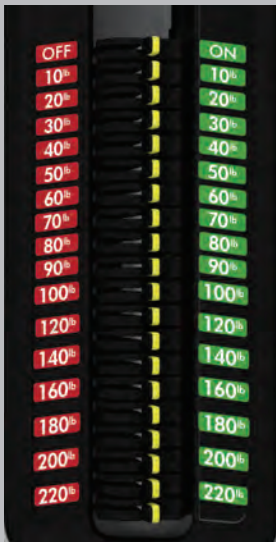
Date: _____ Name and Title: _____ Signature: _____

Instinct Strength is a full line of intuitive machines, benches and racks with easy adjustments, offering users a quick and complete workout. Perfectly suited to be a basic strength line or circuit system, Instinct effectively complements more specialized lines. The versatility of Instinct's small footprint also lets you get the most from minimal space and is offered in both single and dual function units to meet the needs of any space or facility.



**DUAL LEG PRESS/ CALF RAISE
9NL-D1013**

W	39 IN (99 CM)
L	74 IN (188 CM)
H	55 IN (140 CM)
STACK WEIGHT	235 LB (107 KG)
OVERALL WEIGHT	612 LB (278 KG)
SHIPPING WEIGHT	689 LB (313 KG)



**LOCK N LOAD®
WEIGHT SELECTION**

Selecting a weight with the intuitive Lock N Load design is as easy as flicking a switch. Universally color coded switches engage and disengage the weight via an internal pin, providing a safer, more durable and maintenance free operation. Lock N Load prevents unnecessary maintenance headaches since there are no pins to lose or replace.



**DUAL USE
MACHINES**

The versatile dual purpose machines from Nautilus Instinct have a modest footprint and allow you to switch between two different exercises with a simple adjustment. This is ideal for smaller facilities, giving them the ability to fit a full fitness circuit in a much smaller space.

ADJUSTMENTS & MOVEMENTS

USER DEFINED RANGE OF MOTION	Fixed path
ASSISTED ADJUSTMENTS	Gravity assisted seat bottom
COLOR CODED PIVOT POINTS AND ADJUSTMENTS	Yes on all units
UNILATERAL OR BILATERAL MOVEMENT	Possible if user uses one handle at a time
CONVERGING OR DIVERGING MOVEMENTS	Linear motion
PULLEY RATIO	1:1

FRAME SPECIFICATIONS & CABLE INFORMATION

STANDARD FRAME COLOR OPTIONS	Silver, White, Black
STANDARD UPHOLSTERY COLOR OPTIONS	Dove Gray, Black
FRAME FINISH	Electrostatic Powder coating
CUSTOMIZABLE PAINT OPTIONS AVAILABLE	Yes with additional fees and extended lead times
CUSTOMIZABLE UPHOLSTERY OPTIONS AVAILABLE	Yes with additional fees and extended lead times
CUSTOMIZABLE BRANDING OPTIONS AVAILABLE	Yes with additional fees and extended lead times
CABLE VS. BELT DRIVEN TRANSMISSION	Belt
BOLT DOWN LOCATIONS DEFINED	Yes
INTEGRATED LEVELING SYSTEM	No, rubber feet for floor protection
HARDWARE TYPE	Hex / Button Head
TUBBING STYLE & THICKNESS	Modern blend of square and round tubing. Most are 3 or 2.5mm / 11 ga

USER SPECIFIC INFORMATION

STATIC PLACARDS	Yes, simple and intuitive placard
MULTI-LANGUAGE PLACARDS OPTIONS AVAILABLE	Large and graphical, limited text to eliminate translation requirements
ANIMATED LENTICULAR	No
SAFETY CATCH & STOPS	N/A
WATER BOTTLE HOLDER	No
PHONE HOLDER	No
GRIP SPECIFICATIONS	Rubber, large grips for pushing, smaller grips for pulling.
FOOT PLATFORM	Oversized, rubber grip foot pad
CONTOURED PADS	No, removable wear strap for extended upholstery life
RESTRAINT SYSTEM	N/A

WEIGHT STACK SPECIFICATIONS

TOTAL STACK WEIGHT	235 LB (107 KG)
INCREMENTAL WEIGHT SYSTEM	15, 235
WEIGHT STACK TOWER HEIGHT	54.5 in (138.5 cm)
PLATE LOADED	N/A
WEIGHT STORAGE SOLUTION	N/A
LNL TECHNOLOGY	Yes
ADD-ON RESISTANCE AVAILABLE	No
WEIGHT STACK SHROUD SPECIFICATIONS	Transparent, smoked plexiglass inside and outside shrouds

Core Health & Fitness is more than gym equipment, we offer innovative solutions for all your facility needs. This is why we've brought together five of the most recognizable fitness brands to ensure our customers can offer their members authentic fitness experiences. Whether working with us directly or through our partners and distributors worldwide, we provide the highest quality equipment backed by a service and support team that will always go the extra mile to get you what you need, when you need it. Partner with us and see how our Core Values motivate our every decision.

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SMITH MACHINE

As weight training gains momentum, guests and residents seek fitness centers tailored to their lifting requirements. Enter the Instinct Smith Machine—an essential piece of weight training equipment featuring a fixed barbell within sturdy steel rails, enabling precise vertical movement. Adjustable to multiple heights, it facilitates diverse exercises like squats, bench presses, and overhead presses, catering to varied fitness goals with ease and efficiency.

- Dims: 52.36" L x 88" W x 88" H* (133.07 x 223.52 x 223.52 cm)
- European designs with soft tubing profiles
- Angled weight horns for improved storage
- Micro adjustments on safety catches
- Counterbalanced Olympic Bar, starting 16 lbs.
- Internal linear bearings

INSTINCT

SMITH MACHINE

9NN-L8506-60AAS



BASE FEATURES

WIDTH	52.36 in (133 cm)
LENGTH	88 in (223.5 cm)
HEIGHT	88 in (223.5 cm)
OVERALL WEIGHT	445.5lb (202kg)
SHIPPING WEIGHT	504.lb (229kg)
FRAME COLOR/FINISH	Black -60: Frame Chrome: Guide Rods/Safety Catches & Rack/Weight Bar & Horns Red: Safety Catch Adjustment Handles
SAFETY CATCH & STOPS	Yes

Core Health & Fitness is more than gym equipment, we offer innovative solutions for all your facility needs. Whether working with us directly or through our partners and distributors worldwide, we provide the highest quality equipment backed by a service and support team that will always go the extra mile to get you what you need, when you need it. Partner with us and see how our Core Values motivate our every decision.

CORE
HEALTH & FITNESS



THE ALL NEW STAIRMASTER 4G

Answering the call for a StepMill that can fit into more spaces and reach more users, we are excited to introduce the much-anticipated StairMaster 4G. As the newest addition to the StairMaster family, the 4G delivers the same heart-pounding StepMill workout with a great calorie burn through a low-impact stair climb. Designed to fit perfectly into hospitality, boutique, and multi-housing training centers, the 4G has harnessed the quality members have experienced over the past 4 years with the 10G and the recently launched 8Gx. With a footprint of 54" x 29" and a height clearance of only 8 feet, the 4G is the solution this market has been missing.



DEVICE CONNECTIVITY

Our OpenHub 15" Embedded Console connects directly with Apple Watch and Samsung Galaxy Watch for real-time data sharing between equipment and watch. NFC technology allows for a simple tap to pair connection, making data tracking that much easier.



PRODUCT DESIGN FEATURES

Available with a variety of OpenHub console options, safety-stop sensor and a redesigned handrail system that supports multiple climbing positions and includes integrated speed and stop controls for a better user experience. Additionally, the service panel removes with 4 fasteners, allowing for easy access to drive train and electronics.



4G GAUNTLET

BASE FEATURES	
LENGTH	54in (137cm)
WIDTH	29in (74cm)
HEIGHT	64in (163cm)
STEP SURFACE	10in x 18in (25cm x 46cm)
STEP HEIGHT	6in (15cm)
STEP RATE	20 Levels ranging from 24-162 steps per minute
STEP-UP HEIGHT	14in (36cm) to first flat step
RECOMMENDED CEILING HEIGHT	8ft (244cm)
HEART RATE MEASUREMENT SYSTEM	Telemetry and contact HR (Bluetooth with embedded display)
CONTROLS	Handrail design features integrated speed controls, stop button and contact heart rate grips
DISPLAY	Choose from 10" non-touch, 10" touch or 15" OpenHub display options
ACCESSORIES	Convenient bottle and/or accessory holder, console pre-wired for PVS entertainment
MAX USER WEIGHT	350lb (159kg)
DRIVE SYSTEM	Generator
ELECTRICAL REQUIREMENTS	12 V/5 Amp power supply
ADDITIONAL FEATURES	Landmark Challenge

FRAME	
MATERIAL	Powder Coated Steel Frame
CUSTOMIZABLE	Paint color options approval required
STANDARD COLOR OPTIONS	Matte Black (-60)
PRODUCT WEIGHT	348 lbs (158kg)
SHIPPING DIMENSIONS	49in x 30in x 43in (125cm x 76cm x 109cm)
SHIPPING WEIGHT	434 lbs (197kg)

ADDITIONAL SKUS	
	9-3415-4G-10IN-60BLK
	9-3415-4G-10-TS-60BLK
	9-3415-4G-15-ATSC-60BLK
	9-3415-4G-15-PAL-60BLK



CONSOLES

DISPLAY	4 Series 15" Touchscreen	4 Series 10" Touchscreen	4 Series 10"
DISPLAY TYPE	Capacitive Touchscreen	Capacitive Touchscreen	Full Color LCD Display, non-touch
MULTI-LANGUAGE OPTIONS	English, German, Spanish, Dutch, Portuguese, French, Italian, Swedish, Russian, Finnish, Danish, Chinese, Japanese, Turkish, Polish, Russian, Hebrew, Czech, Slovak	English, German, Spanish, Dutch, Portuguese, French, Italian, Swedish, Russian, Chinese, Japanese, Polish	English, German, Spanish, Dutch, Portuguese, French, Italian, Swedish, Russian, Chinese, Japanese, Polish
PRE-PROGRAMMABLE WORK OUTS	Yes, 20+	Yes, 20+	Yes, 20+
QUICK START OPTIONS	Yes, single button start options	Yes, single button start options	Yes, single button start options
TV TUNER ENABLED	Yes (Global TV tuner options)	No	No
ETHERNET AND WIFI ENABLED	Yes	No	No
BLUETOOTH DATA TRACKING/APP CONNECTIVITY	Yes	No	No
BLUETOOTH HEADPHONES	Yes	No	No
BLUETOOTH HEART RATE	Yes	No	No
APPLE GYMKIT/SAMSUNG GALAXY WATCH CONNECTIVITY	Yes	No	No
RUNTV INTEGRATED WORKOUT VIDEOS	Yes	No	No
INTEGRATED WEB-BASED APPS	Yes	No	No
CUSTOMIZABLE HOME SCREEN	Yes	No	No
HDMI STREAMING	Yes; cables not included	No	No
USB	USB port for software updates and device charging; cables not included	USB port for software updates and device charging; cables not included	USB port for software updates and device charging; cables not included
RFID	Optional	No	No
IPTV/SET TOP BOX COMPATIBLE	Yes, add-on accessories required	No	No
ANT+ FOR GROUP DISPLAY	Yes	No	No
PERSONAL FAN	Yes, programmable auto start	Yes, programmable auto start	Yes, programmable auto start
ASSET MANAGEMENT	Ecofit Optional	Ecofit Optional	Ecofit Optional
TABLET HOLDER	Integrated front	Integrated front	Integrated front
PVS	No	No	Optional
800/900 MHZ RECEIVER	No	No	No



PVS FEATURES

PVS	4 Series
DISPLAY TYPE	15.6" HD LED
RESOLUTION	1366 x 768
TUNER OPTIONS	1) ATSC/NTSC/QAM 2) PAL/DVB-T/DVB-C 3) Pro:Idiom
DIGITAL AND ANALOG SUPPORT	Yes
SIGNAL INPUTS	Coax, HDMI
INPUT RF SIGNAL RANGE	-70 dBm(Min) ~ - 10 dBm(Max)
CLOSE CAPTION	Yes
HEADPHONE JACK	3.5mm on Display

SKUS	DESCRIPTION
700-0490-74	BLACK MYE PVS SCREEN 2016, ATSC/NTSC TUNER W/ 4-TR MOUNT
700-0492-74	BLACK MYE PVS SCREEN, 2016, ATSC/NTSC TUNER W/ 4-CT/UB/RB/G MOUNT
700-0489-74	BLACK MYE PVS SCREEN 2016, PAL TUNER W/ 4-TR MOUNT
700-0491-74	BLACK MYE PVS SCREEN, 2016, PAL TUNER W/ 4-CT/UB/RB/G MOUNT
700-0524-74	MYE PRO:IDIOM PVS w/ 4-TR MOUNT
700-0525-74	MYE PRO:IDIOM PVS w/ 4-CT/UB/RB/G MOUNT

At Core Health & Fitness, we bring innovative health and fitness solutions to the global market. We're home to (commercial fitness) brands like StairMaster, Nautilus, Throwdown, Star Trac, Schwinn, and Wexer. Offering a combination of equipment, trainer education, and digital fitness solutions, we press into the future of fitness to ensure the creation of quality products and programming that meet the needs of an ever-evolving industry. Beyond products, installation, customer service, and support, Core can also provide financing options and a variety of partner connections who can build out your entire space, no matter the size.

The TKO Free Weight line provides high-quality with a stylish design to enhance the look of any facility. Built from the highest-end material and guaranteed to last in the highest used facilities like health clubs, college rec and high school levels.

PRODUCT SPECIFICATIONS

COLLAR OPENING: 2" / 50.6MM

DIAMETER: 2.5LB: 6.30" 5LB: 7.88" 10LB: 9.44" 25LB: 12.5" 35LB: 14" 45LB: 15.68"

WIDTH: 2.5LB: .91" 5LB: 1.09" 10LB: 1.28" 25LB: 2.03" 35LB: 2.03" 45LB: 2.03"

WARRANTY: 5 Year Commercial

FEATURES & BENEFITS

- | Bi-lateral Grip design
- | Durable, non-odor rubber encased
- | Solid steel insert ensures precision fit



LAUNCH TREADMILL



Maximize space in your facility with the Launch Treadmill's compact frame. The dependable drive system and sturdy deck ensure smooth operation for years to come.

FEATURES

- 12.5 MPH (20 KPH) Maximum Speed
- 15% Maximum Incline
- TRUE FITX (Foot Impact Transfer) System

SPECIFICATIONS

DIMENSIONS (L x W x H)
79"L x 32.6"W x 60"H
201cm x 83cm x 152cm

SPEED RANGE
0.5 to 12.5mph / 0.8 to 20kph

INCLINE/DECLINE RANGE
0% to 15%

PRODUCT WEIGHT
322 lbs / 146 kg

COLOR
Matte Black



CONSOLE OPTIONS



**UNITE 16"
TOUCHSCREEN**



**UNITE 10"
TOUCHSCREEN**



**UNITE LED
CONSOLE**

LAUNCH TREADMILL

TECHNICAL SPECIFICATIONS	Power Source	120V/15A (NEMA 5-15 Receptacle)
	Cord Length	10' / 3 M
	Drive Motor	3 HP DC
	Incline Motor	1,200 lbs. of thrust
	Belt	Low Maintenance
	Deck	Low Maintenance
	Rollers	3" / 8 cm w/ Sealed Bearings
	Impact System	TRUE FITX (Foot Impact Transfer) System
	Frame Construction	Robotically Welded Heavy-Gauge Steel
	Speed Range	0.5 to 12.5 MPH / 0.8 to 20 KPH
	Incline / Decline Range	0% to 15%
	Color	Matte Black
	Contact Heart Rate Monitoring	Yes
AVAILABLE CONSOLES	UNITE 16", UNITE 10", and UNITE LED	
WORKOUTS	UNITE 16" and UNITE 10" Consoles	10K, 5K, AIR FORCE, ARMY, CALORIE GOAL, CARDIO CHALLENGE, DISTANCE GOAL, DRAW YOUR OWN, GERKIN, HALF MARATHON, HILL INTERVALS, HRC CRUISE CONTROL, LEG SHAPER, MARINES, NAVY, PEB, QUICK START, ROLLING HILLS, SINGLE HILL, SPEED INTERVALS, TARGET HRC, TIME GOAL, VIRTUAL RUNS, WEIGHT LOSS HILL
	UNITE LED Console	10K, 5K, CALORIE GOAL, CARDIO CHALLENGE, DISTANCE GOAL, GERKIN, HALF MARATHON, HILL INTERVALS, HRC CRUISE CONTROL, LEG SHAPER, QUICK START, ROLLING HILLS, SINGLE HILL, SPEED INTERVALS, TARGET HRC, TIME GOAL, and WEIGHT LOSS HILL
SAFETY	Safety Clip	Standard
	Straddle Covers	Plastic
	User Detection	No
EXTRAS	Accessories	Water Bottle Holder (2), Accessory Tray, Reading Rack/Tablet Holder
PHYSICAL SPECIFICATIONS	Footprint	79" L x 32.6" W x 60" H / 201 cm x 83 cm x 152 cm
	Running Surface	60" L x 21.7" W / 152 cm x 55 cm
	Machine Weight	322 lbs / 146 kg
	Shipping Weight	346 lbs / 157 kg
	Maximum User Weight	400 lbs / 181 kg
	Step-Up Height	6.5" / 17 cm
LIMITED-USE COMMERCIAL WARRANTY*	Frame	7 Years
	Parts	5 Years
	Tread Belt and Deck	2 Years
	Labor	1 Year

Warranties outside the U.S. and Canada may vary - Please contact your dealer for details. Specifications subject to change without notice.



**DISCUSSION REGARDING AQUABELLA CLUB
EVENTS AND FOOD TRUCK SAFETY**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**