

*Valencia Water
Control District*

Agenda

September 9, 2025

AGENDA

AGENDA

September 9, 2025

VALENCIA WATER CONTROL DISTRICT
BOARD OF SUPERVISORS MEETING
1 P.M.

LAKE RIDGE VILLAGE CLUBHOUSE
10630 LARISSA STREET
WILLIAMSBURG, ORLANDO, FLORIDA 32821

Item

1. Call Meeting to Order
2. Public Comment Period
3. Approval of June 30, 2025 Annual Meeting Minutes
4. General Fund Financial Reports
5. Engineer's Report
 - A. Review of Bid Tabulation and Approval of Contract Agreement for C-10 Canal Bank Restoration
6. Attorney's Report
7. Director's Report
 - A. Customer Call Log
 - B. Consideration of Proposal from Aquatic Management Strategies, Inc. for Hydrilla Treatments
8. Other Business
9. Adjournment

MINUTES

**MINUTES OF THE ANNUAL MEETING
OF THE BOARD OF SUPERVISORS
OF VALENCIA WATER CONTROL DISTRICT**

June 30, 2025

The annual meeting of the Board of Supervisors of **VALENCIA WATER CONTROL DISTRICT** was held at 1:00 P.M. on Monday, June 30, 2025, at the Lake Ridge Village Clubhouse, 10630 Larissa Street, Orlando, Florida. Physically present were Supervisors Roy Miller, Debra Donton, Achal Aggarwal and Bill Argus. Also, in attendance were the following: George Flint, District Director; Stephen Broome, District Counsel; Stacie Vanderbilt, District Administrative Assistant; David Mahler, District Engineer; Dan Brown, Sthern Environmental; Robert Szozda, GMS-CF; Tim Hay, Big Sand Lake HOA; Richard Rampi, Big Sand Lake HOA; and residents.

ITEM #1

Call Meeting to Order

Mr. Flint called the meeting to order at 1:18 P.M. A quorum of five Board members were present.

ITEM #2

Public Comment Period

There being none,

ITEM #3

**Administer Oath of Office to Newly
Elected Supervisors**

Mr. Broome administered the Oath of Office to William Von Ingle, Bill Argus, and Achal Aggarwal.

ITEM #4

**Election of President of Board of
Supervisors**

On MOTION by Ms. Donton, seconded by Mr. Aggarwal, with all in favor, Roy Miller was elected President of the Board of Supervisors.

ITEM #5

**Appoint District Attorney (Presently
Stephen F. Broome)**

On MOTION by Mr. Aggarwal, seconded by Ms. Donton, with all in favor, Stephen F. Broome was appointed District Attorney.

ITEM #6 **Appoint District Engineer (Presently David E. Mahler)**

On MOTION by Mr. Aggarwal, seconded by Ms. Donton, with all in favor, David E. Mahler was appointed District Engineer.

ITEM #7 **Appoint District Treasurer & Director (Presently George S. Flint)**

On MOTION by Mr. Aggarwal, seconded by Ms. Donton, with all in favor, George S. Flint was appointed District Treasurer & Director.

ITEM #8 **Appoint District Deputy Treasurer (Presently Roy Miller)**

On MOTION by Mr. Von Ingle, seconded by Ms. Donton, with all in favor, Roy Miller was appointed District Deputy Treasurer.

ITEM #9 **Appoint District Secretary (Presently Stephen F. Broome)**

On MOTION by Mr. Miller, seconded by Mr. Von Ingle, with all in favor, Stephen F. Broome was appointed District Secretary.

ITEM #10 **Appoint District Deputy Secretaries (Presently William Von Ingle, Debra Donton, Achal Aggarwal and Bill Argus)**

On MOTION by Ms. Donton, seconded by Mr. Argus, with all in favor, William Von Ingle, Debra Donton, Achal Aggarwal and Bill Argus were appointed District Deputy Secretaries.

ITEM #11 **Approval of May 13, 2025 Minutes**

Mr. Flint stated the next item was the minutes from the May 13, 2025 meeting. He asked for any corrections. There being none,

On MOTION by Mr. Miller, seconded by Mr. Aggarwal, with all in favor the Minutes from the May 13, 2025 Monthly Meeting, were approved, as presented.

ITEM #12**General Fund Financial Reports**

Mr. Flint went through the financials with the Board and noted the funds are in good shape. The CIP has \$1.3 Million, and there is still about \$85,000 left to be collected in assessments. After the tax certificate sells, that will help balance it out. The administrative costs are a little high due to work done by the Engineer, but we are under prorated from last year.

ITEM #13**Engineer's Report****A. Presentation of C-10 Canal Bank Restoration Bid Results and Selection of Vendor**

Mr. Flint stated the bid was advertised and a mandatory pre-bid conference was held. Three contractors attended but only one bid was received. We recommend throwing out the bid and re-advertising the project. We may have to break it up because the contractor bid twice as much as the Engineer predicted.

Mr. Lane explained why the other two contractors didn't end up submitting proposals.

Mr. Flint recommended just rejecting the bid and staff would come back with new bids later.

On MOTION by Mr. Aggarwal, seconded by Ms. Donton, with all in favor the C-10 Canal Bank Restoration Bid was rejected.

ITEM #14**Attorney's Report**

Mr. Broome had nothing new to report to the Board.

ITEM #15**Director's Report****A. Customer Call Log**

Mr. Flint reviewed the log with the Board. Call #1 was a resident reaching out about standing water after rain events and Orange County directed him to the District. Mr. Flint spoke to the resident and explained how the drainage works. Call #2 was about a nuisance alligator. Call #3 was regarding grass clippings being blown into her yard. Mr. Flint worked with Dan to take care of that area. Call #4 was another alligator concern. Call #5 was regarding fishing behind their home. Call #6 was an email regarding a fallen tree concern.

Ms. Finklestein stated people keep letting their dogs loose, so the gators come out. We need the gators to keep the ponds clean. What is the District doing about the trash?

Mr. Flint responded we clean up once a year.

Ms. Finklestein stated that's not enough. And the loose animals are an issue.

B. Ratification of Agreements (2) with Brightview Landscape Services, Inc. for Tree and Vegetation Trimming Services

On MOTION by Ms. Donton, seconded by Mr. Miller, with all in favor the Agreements (2) with Brightview Landscape Services, Inc. for Tree and Vegetation Trimming Services, were ratified.

C. Goals and Objectives

i. Adoption of Fiscal Year 2026 Goals and Objectives

Mr. Flint stated the State required all special districts to establish performance goals and standards annually. He reviewed the FY26 goals and objectives and each section.

On MOTION by Ms. Donton, seconded by Mr. Von Ingle, with all in favor the Fiscal Year 2026 Goals and Objectives were approved.

ii. Presentation of Fiscal Year 2025 Goals and Objectives and Authorization to President to Execute

Mr. Flint stated the second part of this is to authorize the President to sign off on the final FY25 goals and objectives confirming the District performed these items with another meeting.

On MOTION by Mr. Aggarwal, seconded by Mr. Argus, with all in favor, Roy Miller was authorized to execute the Fiscal Year 2025 Goals and Objectives at the end of the year.

iii. Approval of Fiscal Year 2026 Meeting Schedule

Mr. Flint presented the draft meeting schedule, noting it is in line with the current schedule.

On MOTION by Ms. Donton seconded by Mr. Aggarwal, with all in favor the Fiscal Year 2026 Meeting Schedule was approved as presented.

ITEM #17

Other Business

There being none,

ITEM #18

Adjournment

On MOTION by Ms. Donton, seconded by Mr. Aggarwal, the meeting was adjourned at 1:43 pm.

Stephen F. Broome, Secretary

Roy Miller

William Von Ingle

Debra Donton

Achal Aggarwal

Bill Argus

SECTION IV

Valencia
Water Control District

Unaudited Financial Reporting
August 31, 2025



Table of Contents

1	Balance Sheet
2-3	General Fund Income Statement
4	Capital Reserve Fund
5	Month to Month
6	Assessment Receipt Schedule

Valencia
Water Control District
Balance Sheet
August 31, 2025

	<i>General Fund</i>	<i>Capital Reserve Fund</i>	<i>Totals Governmental Funds</i>
Assets:			
<i>Current Assets</i>			
Cash - Truist Bank	\$ 51,988	\$ 139,523	\$ 191,510
Petty Cash	100	-	100
Investment:			
State Board of Administration	146,468	1,324,227	1,470,695
Total Current Assets	\$ 198,556	\$ 1,463,749	\$ 1,662,305
<i>Fixed Assets</i>			
Land	\$ 700,120	\$ -	\$ 700,120
Structures	672,531	-	672,531
Canals	2,888,690	-	2,888,690
Ponds	1,245,537	-	1,245,537
Equipment & Office Furniture	6,703	-	6,703
Accumulated Depreciation	(4,796,941)	-	(4,796,941)
Total Fixed Assets	\$ 716,640	\$ -	\$ 716,640
Total Assets	\$ 915,196	\$ 1,463,749	\$ 2,378,945
Liabilities:			
Accounts Payable	\$ -	\$ -	\$ -
Total Liabilities	\$ -	\$ -	\$ -
Fund Balances:			
Unassigned	\$ 198,556	\$ 1,463,749	\$ 1,662,305
Net Assets Capitalized	716,640	-	716,640
Total Fund Balances	\$ 915,196	\$ 1,463,749	\$ 2,378,945
Total Liabilities & Fund Equity	\$ 915,196	\$ 1,463,749	\$ 2,378,945

Valencia

Water Control District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 617,665	\$ 617,665	\$ 627,587	\$ 9,922
Interest	2,000	1,833	2,304	471
Miscellaneous Revenues	-	-	1,145	1,145
Total Revenues	\$ 619,665	\$ 619,498	\$ 631,036	\$ 11,538
Expenditures:				
Administrative:				
Supervisor Fees	\$ 2,500	\$ 2,292	\$ 550	\$ 1,742
Engineering Fees	37,200	34,100	49,685	(15,585)
Attorney Fees	12,000	11,000	11,000	-
Annual Audit	5,200	5,200	4,700	500
Assessment Roll Certification	5,250	5,250	5,250	-
Management Fees	55,944	51,282	51,282	-
Information Technology	1,890	1,733	1,733	-
Website Maintenance	1,260	1,155	1,155	-
Insurance	14,975	14,975	14,158	817
Report Preparation - NPDES	15,000	13,750	8,206	5,544
Office Lease/Storage	3,000	2,750	2,510	240
Printing & Binding	500	458	302	157
Postage	600	550	357	193
Legal Advertising	2,500	2,292	375	1,917
Bank Fees	600	550	475	75
Other Current Charges	400	367	-	367
Office Supplies	350	321	74	247
Election Fees	5,500	5,548	5,548	-
Meeting Rental Fee	500	458	150	308
Dues, Licenses & Subscriptions	2,175	1,175	1,175	-
Total Administrative:	\$ 167,344	\$ 155,205	\$ 158,684	\$ (3,479)
Operations & Maintenance				
Contracts:				
Aquatic Weed Control	\$ 45,651	\$ 41,847	\$ 39,927	\$ 1,920
Mowing	130,000	90,396	90,396	-
Tree Trimming	40,000	36,667	64,800	(28,133)
Water Quality Monitoring	19,746	18,101	15,907	2,194
Repairs & Maintenance:				
Canal & Retention Pond Maintenance	20,000	18,333	26,166	(7,833)
Security Gates & Signs	750	688	-	688
NPDES Inspection & Fees	6,000	5,500	1,875	3,625
Operating Supplies	500	458	-	458
Contingency	2,500	2,292	-	2,292
Total Operations & Maintenance:	\$ 265,147	\$ 214,280	\$ 239,070	\$ (24,790)

Valencia

Water Control District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
<u>Capital Improvements</u>				
Transfer Out - Capital Reserve	\$ 187,174	\$ 187,174	\$ 187,174	\$ -
Total Reserves	\$ 187,174	\$ 187,174	\$ 187,174	\$ -
Total Expenditures	\$ 619,665	\$ 556,659	\$ 584,928	\$ (28,269)
Excess Revenues (Expenditures)	\$ -		\$ 46,108	
Fund Balance - Beginning	\$ -		\$ 152,448	
Fund Balance - Ending	\$ -		\$ 198,556	

Valencia

Water Control District

Capital Reserve

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Transfer In	\$ 187,174	\$ 187,174	\$ 187,174	\$ -
Interest	45,000	41,250	47,575	6,325
Total Revenues	\$ 232,174	\$ 228,424	\$ 234,749	\$ 6,325
Expenditures:				
Contingency	\$ 500	\$ 458	\$ 461	\$ (3)
Capital Outlay	70,461	64,589	66,600	(2,011)
Total Expenditures	\$ 70,961	\$ 65,047	\$ 67,061	\$ (2,014)
Excess Revenues (Expenditures)	\$ 161,214	\$ 163,377	\$ 167,688	
Fund Balance - Beginning	\$ 1,239,466		\$ 1,296,061	
Fund Balance - Ending	\$ 1,400,680		\$ 1,463,749	

Valencia
Water Control District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 20,850	\$ 224,516	\$ 30,642	\$ 134,024	\$ 49,567	\$ 15,629	\$ 59,521	\$ 15,929	\$ 10,094	\$ 66,814	\$ -	\$ 627,587
Interest	190	178	180	176	159	176	170	176	171	177	552	-	2,304
Miscellaneous Revenues	-	-	-	-	-	-	-	-	-	1,145	-	-	1,145
Total Revenues	\$ 190	\$ 21,028	\$ 224,696	\$ 30,818	\$ 134,182	\$ 49,743	\$ 15,799	\$ 59,698	\$ 16,100	\$ 11,416	\$ 67,366	\$ -	\$ 631,036
Expenditures:													
Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ -	\$ 150	\$ 200	\$ -	\$ -	\$ -	\$ 550
Engineering Fees	2,165	4,363	2,945	6,368	2,100	6,905	4,460	4,275	9,075	3,493	3,538	-	49,685
Attorney Fees	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	11,000
Annual Audit	-	-	-	-	-	-	-	-	4,700	-	-	-	4,700
Assessment Roll Certification	5,250	-	-	-	-	-	-	-	-	-	-	-	5,250
Management Fees	4,662	4,662	4,662	4,662	4,662	4,662	4,662	4,662	4,662	4,662	4,662	-	51,282
Information Technology	158	158	158	158	158	158	158	158	158	158	158	-	1,733
Website Maintenance	105	105	105	105	105	105	105	105	105	105	105	-	1,155
Insurance	14,158	-	-	-	-	-	-	-	-	-	-	-	14,158
Report Preparation - NPDES	3,389	650	693	1,663	-	1,030	-	-	-	423	360	-	8,206
Office Lease/Storage	251	251	251	251	251	251	251	251	251	251	-	-	2,510
Printing & Binding	24	-	-	-	59	-	138	-	74	8	-	-	302
Postage	26	6	3	6	31	3	156	5	30	43	48	-	357
Legal Advertising	-	-	-	-	-	167	208	-	-	-	-	-	375
Bank Fees	41	41	41	40	44	44	50	44	44	43	44	-	475
Other Current Charges	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies	13	0	0	2	13	0	13	0	16	16	0	-	74
Election Fees	-	-	-	-	-	-	-	-	5,548	-	-	-	5,548
Meeting Rental Fee	-	-	-	-	-	50	-	50	50	-	-	-	150
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	1,000	-	-	-	1,175
Total Administrative:	\$ 31,416	\$ 11,234	\$ 9,857	\$ 14,254	\$ 8,423	\$ 14,575	\$ 11,200	\$ 10,699	\$ 26,911	\$ 10,201	\$ 9,914	\$ -	\$ 158,684
Operations & Maintenance													
Contracts:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aquatic Weed Control	2,554	2,554	2,554	2,554	2,554	2,554	3,934	2,554	2,554	2,554	13,004	-	39,927
Mowing	19,556	5,595	-	-	-	-	5,595	20,047	19,802	19,802	-	-	90,396
Tree Trimming	-	-	-	-	-	-	-	-	-	64,800	-	-	64,800
Water Quality Monitoring	1,646	1,646	1,646	1,646	1,646	1,646	1,646	1,646	1,646	1,097	-	-	15,907
Repairs & Maintenance:													
Canal & Retention Pond Maintenance	1,000	5,384	12,782	1,000	1,000	1,000	1,000	1,000	1,000	1,000	-	-	26,166
Security Gates & Signs	-	-	-	-	-	-	-	-	-	-	-	-	-
NPDES Inspection & Fees	-	-	1,875	-	-	-	-	-	-	-	-	-	1,875
Operating Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Field Operations:	\$ 24,756	\$ 15,178	\$ 18,857	\$ 5,200	\$ 5,200	\$ 5,200	\$ 12,174	\$ 25,247	\$ 25,001	\$ 89,253	\$ 13,004	\$ -	\$ 239,070
Capital Improvements													
Transfer Out - Capital Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 187,174	\$ -	\$ -	\$ 187,174
Total Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 187,174	\$ -	\$ -	\$ 187,174
Total Expenditures	\$ 56,172	\$ 26,413	\$ 28,714	\$ 19,453	\$ 13,622	\$ 19,774	\$ 23,374	\$ 35,946	\$ 51,913	\$ 286,628	\$ 22,919	\$ -	\$ 584,928
Excess Revenues (Expenditures)	\$ (55,982)	\$ (5,385)	\$ 195,982	\$ 11,365	\$ 120,560	\$ 29,969	\$ (7,575)	\$ 23,752	\$ (35,813)	\$ (275,212)	\$ 44,447	\$ -	\$ 46,108

Valencia
Water Control District
Special Assessment Receipts
Fiscal Year 2025

Gross Assessments	\$	650,173.36	\$	650,173.36
Net Assessments	\$	617,664.69	\$	611,162.96

ON ROLL ASSESSMENTS

							100.00%	100.00%
<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Discount/Penalty</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>Total</i>
11/6/24	1	\$2,518.20	\$23.99	\$119.41	\$0.00	\$2,374.80	\$2,374.80	\$2,374.80
11/13/24	2	\$2,503.79	\$24.04	\$100.27	\$0.00	\$2,379.48	\$2,379.48	\$2,379.48
11/22/24	3	\$16,935.73	\$162.58	\$677.90	\$0.00	\$16,095.25	\$16,095.25	\$16,095.25
12/04/24	4	\$74,707.68	\$717.18	\$2,989.85	\$0.00	\$71,000.65	\$71,000.65	\$71,000.65
12/11/24	5	\$110,507.43	\$1,060.87	\$4,420.17	\$342.92	\$105,369.31	\$105,369.31	\$105,369.31
12/18/24	6	\$50,659.19	\$486.33	\$2,026.67	\$0.00	\$48,146.19	\$48,146.19	\$48,146.19
01/13/25	7	\$32,242.41	\$309.52	\$1,290.45	\$0.00	\$30,642.44	\$30,642.44	\$30,642.44
02/12/25	8	\$141,024.28	\$1,353.77	\$5,646.96	\$0.00	\$134,023.55	\$134,023.55	\$134,023.55
03/12/25	9	\$52,142.39	\$500.68	\$2,074.27	\$0.00	\$49,567.44	\$49,567.44	\$49,567.44
04/11/25	10	\$16,424.82	\$157.87	\$638.03	\$0.00	\$15,628.92	\$15,628.92	\$15,628.92
05/13/25	11	\$62,141.96	\$601.23	\$2,019.29	\$0.00	\$59,521.44	\$59,521.44	\$59,521.44
06/12/25	INT	\$0.00	\$0.00	\$0.00	\$9,387.34	\$9,387.34	\$9,387.34	\$9,387.34
06/13/25	12	\$6,766.64	\$66.07	\$161.13	\$1.97	\$6,541.41	\$6,541.41	\$6,541.41
07/15/25	13	\$10,196.07	\$101.97	\$0.00	\$0.00	\$10,094.10	\$10,094.10	\$10,094.10
08/15/25	14	\$68,296.50	\$674.90	\$807.20	\$0.00	\$66,814.40	\$66,814.40	\$66,814.40
						\$0.00	\$0.00	\$0.00
TOTAL		\$ 647,067.09	\$ 6,241.00	\$ 22,971.60	\$ 9,732.23	\$ 627,586.72	\$ 627,586.72	\$ 627,586.72

102.69%	Net Percent Collected
\$ (16,423.76)	Balance Remaining to Collect

SECTION V

SECTION A



1117 East Robinson St.
Orlando, FL 32801
Phone: 407.425.0452
Fax: 407.648.1036

C-10 canal bank restoration
Rebid summary totals

date 8/14/2025

Fender marine	Tim Abbot	\$ 291,812.00
D.O.S. Services, LLC	David Scharr	\$ 146,900.00
Stage Door Two	Mellisa Dean	not received
Valencia Const. Group	Vishaan Lutchman	not received
Thompson Contracting	Buck Thompson	\$ 376,535.00
Garys Grading	Lamar	not received

The first part of the paper discusses the importance of understanding the cultural context of the research. It highlights the need for researchers to be sensitive to the values and beliefs of the communities they are studying. This is particularly important in the field of education, where cultural differences can significantly impact learning outcomes.

The second part of the paper focuses on the methodology used in the study. It describes the process of selecting participants, collecting data, and analyzing the results. The authors emphasize the importance of using a mixed-methods approach to gain a comprehensive understanding of the research topic.

The third part of the paper presents the findings of the study. It discusses the results of the quantitative data analysis and the insights gained from the qualitative interviews. The authors conclude that there are significant differences in learning outcomes between the two groups, and these differences can be attributed to cultural factors.

The final part of the paper discusses the implications of the findings for future research and practice. It suggests that educators should be aware of the cultural context of their students and tailor their teaching methods accordingly. The authors also recommend further research to explore the underlying reasons for the observed differences.

**AGREEMENT FOR THE PROVISION OF CANAL BANK RESTORATION BETWEEN
VALENCIA WATER CONTROL DISTRICT AND D.O.S. SERVICES, LLC**

This Agreement (the “Agreement”) is made and entered into this ____ day of _____, 2025, by and between the following parties:

Valencia Water Control District, a local unit of special-purpose government established pursuant to Chapter 298, *Florida Statutes*, being situated in Orange County, Florida, and whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 (the “District”); and

D.O.S. Services, LLC, a Florida corporation whose address is 1130 Roxboro Road, Longwood, Florida 32750 (the “Contractor”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining drainage systems; and

WHEREAS, the District has a need to retain an independent contractor to provide the labor and materials necessary to remove sediment from the canal bottom and place on the north bank, import fill and level eroded areas, install Bahia sod, and install construction cloth and limestone rip rap at the C-10 Canal located south of the Beach Line (SR 528) and west of Orangewood Boulevard to the limits shown on the construction plans, as described herein in the attached **Exhibit A**, which is incorporated herein by reference (the “Services”); and

WHEREAS, Contractor represents that it is licensed, qualified and capable of providing the Services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this 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 into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- A.** The Contractor agrees to provide the labor, tools and materials necessary for the provision of the Services, including clean-up of the District’s property upon the conclusion of same, all in accordance with the terms of this Agreement and the attached **Exhibit A**.

- B.** 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 and in accordance with this Agreement. While providing the Services identified in this Agreement, the 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. Contractor shall use industry best practices and procedures when carrying out the Services.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D.** The Contractor shall report directly to the District Director or his designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A.** As compensation for completion of the Services, excluding the procurement of any necessary governmental and/or regulatory permits that are required to complete the Services, the District agrees to pay the Contractor in accordance with the amounts indicated in **Exhibit A**. The Contractor shall invoice the District upon completion of the Services and the District shall remit payment to the Contractor within thirty (30) days of receipt of such an invoice, or within such earlier time as provided by the Prompt Payment Act.
- B.** If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, and the Contractor shall perform such additional work or services as if described and delineated in this Agreement.
- C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of

employees.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, the Services, including labor and materials, provided by the Contractor pursuant to this Agreement shall be warranted for ninety (90) days from the date of the final acceptance of the Services by the District.

SECTION 5. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing fifteen (15) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide fifteen (15) days written notice of termination without cause. Upon any termination of this Agreement, and as the Contractor's sole and exclusive remedy for any termination hereunder, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 6. INSURANCE.

- A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

- B. The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and

shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A.** Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder up to the amount of One Million Dollars (\$1,000,000.00). By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this

Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 11. NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 12. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 13. FINAL AGREEMENT. This instrument shall constitute the final and complete expression between the District and Contractor relating to the subject matter of this Agreement.

SECTION 14. AMENDMENTS. 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 the District and Contractor.

SECTION 15. 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 Agreement.

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

A. If to District:	Valencia Water Control District 219 East Livingston Street Orlando, Florida 32801 Attn: District Director
---------------------------	--

With a copy to:	Stephen Broome, District Counsel
------------------------	----------------------------------

920 ½ Delaney Ave (mailing P.O. Box 560185)
Orlando, FL 32806

If to the Contractor: D.O.S. Services, LLC
1130 Roxboro Road
Longwood, Florida 32750
Attn: David Scharr

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. Counsel for District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. 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. 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 substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 18. 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. Venue shall be in Sarasota County, Florida.

SECTION 19. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **George Flint** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which 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 the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

If the Contractor has any questions regarding the application of Chapter 119, *Florida Statutes*, to the Contractor's duty to provide public records relating to this Agreement, please contact the District's Custodian of Public Records, George Flint by phone at (407) 841-5524, by email at gflint@gmscfl.com, or by mail at 219 East Livingston Street, Orlando, Florida 32801.

Section 20. Compliance with E-Verify System.

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 21. 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 22. 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 23. 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 24. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The 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.

SECTION 25. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

[SIGNATURES ON NEXT PAGE]

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

WITNESS:

**VALENCIA WATER CONTROL
DISTRICT**

By: _____

District Director

WITNESS:

D.O.S. Services, LLC

By: _____

By: _____
Its: _____

Exhibit A: Proposal

EXHIBIT A

SECTION VII

SECTION A

Customer Call Log - Valencia Water Control District							
Date	Name	Subdivision	Address	Issue	Pond/Canal Name	Resolution	Date Resolved
7/1/25	Michelle Moradi (HOA Admin)	Parkview Pointe	6036 Parkview Pointe	HOA admin reported that the resident at the address asked for a No Fishing sign to be installed as more individuals were going behind the homes to fish in the pond. The two homes on corner of the access easement had previously complained that they didn't want to see signs behind their homes but the requester is a neighboring property on the pond.	Parkview Pointe Pond	Mr. Flint asked Mr. Brown to install a sign in the District's access easement closer to the sidewalk so that the homes on the corner wouldn't complain about their view being impeded by a sign. Mr. Brown installed the sign at the back of the sidewalk.	7/2/25
7/21/25	Nikilaus Wycha (District 3 Aide)	N/A	N/A	Commissioner's aide sent pictures to David Mahler after calling showing vegetation growth in the canal spillway behind Freedom Middle School.	C-12	Mr. Flint reached out to aquatic vendor to treat the areas.	7/21/25
8/4/25	Mike Vincent	Waterview Townhomes	N/A	Resident reported homeless camp off in the wooded to the East of the pond. Appears to be accessed off of Central Florida Parkway through a broken fence. Police was called on the individual that was found unresponsive.	Area 2 Pond	Mr. Flint reviewed the ownership area and noted that the District's easement ends at the trees. The wooded tract and fence are owned by the Waterview Townhomes HOA. Reported information to Mr. Miller.	8/4/25
8/4/25	Mike Vincent	Waterview Townhomes	5309 Shingle Creek Drive	Resident reported that the District was a good neighbor and trimmed the tree that was over hanging near the pond next to his home.	Area 2 Pond	Ms. Vanderbilt acknowledged receipt of the correspondence and thanked the resident for the update on the issue.	8/4/25
8/12/25	Michelle Moradi (HOA Admin)	Parkview Pointe	5970 & 6018 Parkview Pointe Drive	HOA admin requested more No Trespassing signs be installed at the two homes listed as they are reporting individuals walking through their yards to access the pond.	Parkview Pointe Pond	Ms. Vanderbilt explained that the District could not install any signage on private property and was not able to install signage behind the homes as it would impede the mowers. Also provided the map showing where a sign was just installed near those homes the month prior. Advised to communicate with her residents that they are to contact the Orange County Sheriff if people are trespassing.	8/12/25
8/13/25	Don Cook	Parkview Pointe	6018 Parkview Pointe Drive	HOA Admin forwarded previous response directly to resident who replied requesting a No Trespassing sign to be installed between the houses at 5970 and 5984 as that was were they noted people were walking through to access the pond. He also said the Sheriff's deputies were not arriving in enough time to catch people	Parkview Pointe Pond	Ms. Vanderbilt explained that the District could not install any signage on private property and was not able to install signage behind the homes as it would impede the mowers. Suggested working with HOA to approve fencing or barrier between the homes to keep someone from walking through the yards.	8/13/25
8/28/25	Michelle Moradi (HOA Admin)/Jennifer (resident)	Parkview Terrace	Arnold Zlotoff Drive	Resident requested aquatic maintenance of the pond due to vegetation growth covering the surface. Also noted people fishing in the pond.	Parkview Terrace Pond	Ms. Vanderbilt reached out to aquatic vendor to schedule and treat the pond, reported back to HOA admin and resident. Advised resident that no fishing was allowed in the ponds and to call the Sheriff if observed in the future. Asked for updated sign that also states 'no fishing' as the current one says 'no swimming'. Ms. Vanderbilt asked Mr. Brown to look at sign inventory and update if available.	8/28/25

Customer Call Log - Valencia Water Control District							
Date	Name	Subdivision	Address	Issue	Pond/Canal Name	Resolution	Date Resolved
8/29/25	Charles Harvell	Deer Creek	5597 Donnelly Circle	Called to report that the mowers were doing a great job maintaining the pond behind his home and that Mr. Brown and his team were always courteous and professional when speaking to him.	Deer Creek Pond 6	Ms. Vanderbilt thanked the resident for the call and reported to Mr. Brown his comments.	8/29/25

SECTION B



Valencia Water Control District Canal System

An inspection of the canal system was performed on 7-30-25. This report summarizes the recommended aquatic vegetation management actions for select canal segments within the Valencia Water Control District. Limnophila treatments, as well as emergent and floating aquatic vegetation treatments, can be completed under the current contracted budget allocation. Detailed cost information for specific hydrilla treatments is provided in the attached estimate for reference.

Recommended Actions

Canal Section	Treatment	Budget Status
C-4	Emergent vegetation retreatment; submersed vegetation treated with Aquathol K and Cutrine Plus	Emergent: Included Submersed: See Estimate
C-5 (to Central Florida Pkwy)	Emergent vegetation retreatment; submersed vegetation treated with Aquathol Super K and liquid chelated copper	Emergent: Included Submersed: See Estimate
C-11 (S-1101 to SR 441)	Emergent vegetation retreatment; submersed vegetation treated with Aquathol Super K and liquid chelated copper	Emergent: Included Submersed: See Estimate
C-1, C-3, C-6, C-10, C-12	Emergent vegetation retreatment; targeted treatments for Limnophila and water hyacinth	Included

Summary

All emergent vegetation management, including targeted limnophila treatments in the C-1, C-3, C-6, C-10 and C-12 will be completed under the current budget. Additional hydrilla treatments requiring Aquathol products and copper formulations in C-4, C-5, and C-11 have been itemized in the attached estimate.

AQUATIC MANAGEMENT STRATEGIES, INC.

2909 Old Winter Garden Road

Orlando, FL 32805

+14072075959

www.CleanFloridaPonds.com



ADDRESS
Valencia Water Control District
219 E. Livingston St.
Orlando, FL 32801

ESTIMATE #	DATE	
1648	07/31/2025	

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
C-4 Canal Treatment Provide a targeted application of Aquathol K (liquid endothall) and Cutrine Plus (chelated copper) to suppress hydrilla and other submersed vegetation within the C-4 canal.	1	350.00	350.00
C-5 Canal Treatment (to Central Florida Parkway) Provide a targeted application of Aquathol Super K (granular endothall) and liquid chelated copper to suppress hydrilla infestations throughout this canal section.	1	5,580.00	5,580.00
C-11 Canal Treatment (S-1101 to SR 441) Provide a targeted application of Aquathol Super K (granular endothall) and liquid chelated copper to suppress hydrilla infestations throughout this canal section.	1	4,520.00	4,520.00

NOTE: This estimate requires a minimum 50% retainer of the amount stated herein to be paid upon authorization of this estimate.	SUBTOTAL	10,450.00
	TAX	0.00
	TOTAL	\$10,450.00

Accepted By

Accepted Date