

# **Town of Prosper Pro-Active Management**

# **Town of Prosper**

To: Matt Furr Town of Prosper MFurr@prospertx.gov

From:
PondMedics, Inc.
Blake Worden
PO Box 1147
Prosper, TX 75078
972.334.0104 ext 402
blake@pondmedics.com

## Introduction



# **Your Premier Aquatic Ecosystem Specialists**

You've probably noticed something different about us versus the other lake management companies - We're in a class of our own! We combine an unmatched level of PASSION and PROFESSIONALISM in all we do! When you hire us, you're hiring the best, most personal attention your pond or lake deserves. You will not find better lake management solutions or client service anywhere else.

## **CLIENT SERVICE PROMISE**

Performing at our BEST - all the time, every time, the first time!

www.pondmedics.com

PondMedics is DFW's #1 AquaMaster Dealer and #2 in all of the south central US!



# Why PondMedics?





# We're in a class of our own. Here's a few reasons why...

- Over 30 years of combined experience in lake management, consulting and engineering
- On-staff Specialists include:
- AFS Certified Fisheries Professional
- TDA Licensed Commercial Aquatic Applicators
- Factory-certified fountain technicians
- TBPE Licensed Professional Engineer specializing in Water Resources Engineering
- · Real-time client portal: allows clients to access their accounts via the internet
- Specialized pond management equipment including a crane boat and airboat
- · Comprehensive Field Reports submitted to the client each month
- All data needed to keep you in compliance with TCEQ Permit 870000
- · Services are tailored to your needs, budget and goals
- · Personalized, one-on-one service by our family-owned, professional staff
- No contracts ongoing, year-round service until you notify us otherwise

## Need more reasons to love PondMedics?

PondMedics Qualifications

PondMedics Core Values

PondMedics Company Owned Equipment

# Fountains & Aerators





PondMedics is DFW's Premier AquaMaster Dealer!

PondMedics is DFW's #1 AquaMaster Dealer and #2 in all of the south central US!

Fountains and aerators are common in privately managed ponds and lakes. They are also some of the most expensive equipment in a pond or lake, so they need to be cared for accordingly.

Rest assured, PondMedics has the best management practices for taking care of your waterborne equipment!

- Custom-fabricated crane boat for taking the best care of your equipment
  - On-board power washer for maintaining your equipment without removing it from the water
  - Less manpower, more horsepower = reduced maintenance costs for your equipment
- Dedicated fountain service truck, stocked with the most common replacement parts

# Risk Management



P.O. Box 41238, Houston, Texas 77241-1328 \* 10011 West Gulf Bank, Houston, Texas 77040 Phone: (713) 690-6000 \* Fax: (713) 690-6020 \* Toll Free: (800) 537-7497

PondMedics Client,

This letter is to attest to the quality of the insurance program of PondMedics Inc. PondMedics Inc. has been through a Comprehensive Risk Management Assessment and continues to participate in an annual Risk Management Service Plan. I can personally attest to Trent Lewis taking a proactive approach to Insurance and Risk Management to most importantly protect the assets of his clients along with those who work for his company.

As a participant in the Texas Aquatic Plant Management Society and after having had discussions with many in the industry, I have noticed that many businesses in this field do not have their General liability insurance properly written and do not have their clients appropriately covered in the event of a loss. This is especially true in the area of waterborne activities. A standard General liability policy excludes any bodily injury and property damage done by a watercraft. To my knowledge off all the companies in the industry I have spoken with there are only 2 companies, one being PondMedics Inc., that have properly covered their Waterborne activities through a Boats Endorsement to their policy.

Further, the standard Workers Compensation policy does not provide coverage to injured employees while on U.S. Navigalable Waterways. PondMedics Inc. does have a USL&H Endorsement to their policy to be in compliance with the Federal U.S. Longshore and Harbor Workers Act. They also have a Maritime Sublimit Endorsement for employees who are considered Aquaculture workers, per the Federal Jones Act.

In summary, businesses that work on or over on the water, including a private pond or public lake, fall into a completely different category when it comes to insurance, and state and federal mandates. PondMedics Inc. has not only taken it upon themselves to be in compliance with those mandates but they have made protecting their client's property a priority.

Sincerely, T.J. Griffith Risk Manager

Cravens Warren

# Scope & Pricing

# Proactive, All-Inclusive Lake Management Plan

Proactive pond/lake management is the practice by which pond/lake management activities, treatments or augmentations to the water, solls, fisheries, pond/lake bottom and/or watershed are performed before problems arise and in an effort to curb problems early or before they occur at all. With regards to mechanical assets in and around a pond, proactive management includes the routine maintenance required to extend service periods of equipment.

# "SCHEDULE A - Services to be Provided"

Lake management services are seasonal in nature and the schedule of services varies from season to season. Your plan includes the following yearly services:

- Quarterly fountain maintenance and yearly fountain motor service
- · submergent aquatic vegetation control for nuisance, exotic or invasive species
- floating aquatic vegetation control for nulsance, exotic or invasive species
- TCEQ compliance documents and monthly reports

## "SCHEDULE B - Pricing"

Monthly Pro-rated Fee per month for 12 months		\$1,700,53
Notary 1 to 12 and 1 do par monario 12 monario	Total	\$1,700.53

# Our Handshake Agreement

Business is a two way street - if we're asking it from you, you're getting it from us. At PondMedics, we take your business seriously. Below you'll find the details of our "handshake agreement" to ensure you receive the highest quality services from us.

### PROACTIVE LAKE MANAGEMENT SERVICES AGREEMENT

This Lake Management Services Agreement (the "Agreement") is effective [DATÉ],

BETWEEN: PONDMEDICS INCORPORATED ("PondMedics" or "Provider"), a company organized and existing under the laws of Texas, with its head office located at:

1251 Legacy Drive

Prosper

Texas 75078

AND: Town of Prosper (the "Client"), an Individual residing at/a company organized and existing under the laws of the Texas, with its head office located at:

P.O. Box 305

Prosper

Texas 75078

#### PREAMBLE

WHEREAS PondMedics is a Lake Management company specialized in the engineering, management and providing consulting services to private and public lake owners and managers;

WHEREAS Client wishes to hire the services of PondMedics as per the terms in this Agreement;

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

### DEFINITIONS

Algaecides: products labeled and registered with the EPA for the chemical control of various species of algae – filamentous, planktonic, pithophera, lyngbya, etc.

Aquatic herbicides: products labeled and registered with the EPA for the chemical control of various aquatic macrophyles – submerged, floating or emergent.

Aquatic polymers: products applied to reduce muddy water (colloidal clay), reduce excess nutrients in the water column or stabilize shoreline soils. All polymers used are anionic and safe for fish, humans and aquatic wildlife.

Aquatic Vegetation: Exotic, invasive and nuisance aquatic vegetation growth will be controlled according to the Scope of Services Schedule in this contract, PMI may choose to promote beneficial/non-nuisance aquatic plant growth for the optimal aquatic ecosystem balance and reduction of management costs to the Client. This pond/lake management decision will be at the discretion of PMI and communicated to the Client through our monthly reports (invoice).

Beneficial Pond Microbes: products used to supplement natural pond microbes in order to reduce excess nutrients, reduce organic bottom muck, reduce anaerobic odors and aid in digesting previously-treated aquatic vegetation.

Bottom diffused aerators: a specialized piece of equipment that does not require electricity to be in the water. A compressor(s) sends air to diffusers at the bottom of the pond through weighted air tubing. This column of bubbles causes the water to mix from the bottom to the top, eliminating stratification, oxygenating bottom layers of water, enhancing water quality and fish carrying capacities. These aerators can also be in the form of solar-powered and windmill powered systems. These systems are barely visible on the surface (only a boil of bubbles is noticed) and are 100% efficient at aeration and increasing aesthetics through improved water quality by means of oxygenation.

Client: owner and/or manager responsible for the oversight and management decisions of the said property containing the pond/lakes/fountains/other aquatic assets

Electrofishing survey: a method for assessing the balance, health and progress of a pond or lake's fishery. This method employs a specialized boat that uses pulsated electricity in the water to safely capture fish for assessment and safe return to the pond/lake, unharmed. Data is collected and assessed in order to make fisheries management recommendations/actions.

Hoating fountain: a specialized piece of equipment that floats in the pond and produces aesthetically-pleasing aerial water displays. Most fountains have control panels on the shore that power a fountain motor and [sometimes] lights located on the fountain float itself. Fountains are 90% aesthetics and 10% aeration. There is also a version of the floating fountain that is called a surface aerator. Surface aerators are less omate in their water pattern and usually incorporate a deep water intake to pull water near the bottom of the pond/lake to increase the aeration ability.

Fountain maintenance: includes the maintenance activities specified in the scope of work only. Repairs outside the maintenance activities will be contracted on a separate basis. Excluded are items such as, but are not limited to, things like burnt out light bulbs, failed motors, failed light sets, failed control panel components, etc.

Integrated Pest Management (IPM): the careful consideration of all available pest control techniques and subsequent integration of appropriate measures that discourage the development of pest populations and keep pesticides and other interventions to levels that are economically justified and reduce or minimize risks to human health and the environment. Basic components of IPM include:

- considering available management options
- understanding the biology and life cycles of target and non-target species
- evaluating ecosystem sensitivity to invasion by introduced organisms
- considering the impacts of management on ecosystems

- · reducing invasive species impacts below an economic / ecological threshold
- · allowing flexibility to adapt management techniques to changing conditions
- developing additional management options.

Mozambique Tilapia: a herbaceous fish that may be stocked in your pond and lake (refer to your scope of services) for the purpose of aquatic vegetation control and forage in your pond or lake. These fish are excellent at controlling certain types of submerged or floating aquatic vegetation when stocked at a high enough rate (generally more than 20 lbs per acre). PMI stocks these fish in the spring when water temps have stabilized at or above 65 F. These fish do not overwinter and die off when water temperatures dip into the low 50's F. Most times these fish will have to be cleaned up once or twice in the fall when die-off occurs (refer to your scope of services to see if this is included in your plan).

NPDES: "National Pollution Discharge Elimination System" administered by TCEQ (Texas Commission on Environmental Quality) requires pond and lake owners to keep recordkeeping information about their pond/lake treatments. PMI's compliance assistance includes providing the Client all necessary treatment reporting needed for each month, These reports are included on your monthly invoices.

Proactive pond/lake management: the practice by which management activities, treatments or augmentations to the water, soils, fisheries, pond/lake bottom and/or watershed are performed before problems arise and in an effort to curb problems early or before they occur at all. With regards to mechanical assets in and around a pond, proactive management includes the routine maintenance required to extend service periods of equipment.

Reactive pond/lake management: the practice by which management activities, treatments or augmentations to the water, soils, fisheries, pond/lake bottom and/or watershed are performed after problems have already occurred. With regards to mechanical assets in and around a pond, reactive management addresses problems/failures to equipment only after the failure has occurred, with no repard for routine maintenance of the equipment to extend service periods.

Trash/debris pickup and haul off: floating debris such as nuisance grocery sacks, plastic bottles and Styrofoam cups will be netted from the shoreline and hauled offsite, Extremely small debris such as Styrofoam packing peanuts and tree leaves or oversize debris such as shopping carts or tree limbs or excessive amounts of debris such as construction sites are not included in this scope and will be contracted separately from this contract.

#### 1. SERVICES TO BE PROVIDED

Provider agrees to provide to the Client the services set out in Schedule "A" hereto or any Services Statement (the "Services"), Each Services Statement shall automatically incorporate the provisions of this Agreement. The service statement shall describe the Services to be provided, the price to be paid by Customer, and such additional provisions as the parties may agree upon.

#### 2. COMPENSATION

The Client shall pay Provider for the Services in accordance with the terms set out in Schedule "B" hereto.

All Services and products shall be calculated for the year, aggregated annually and prorated monthly. PondMedics reserves the right to change the prices as new pricing is released by product manufacturers at the beginning of each year. The new pricing shall come into effect as beginning 1st March each year regardless of when the contract started.

Invoices shall be sent on a monthly basis, via e-mail no later than the last day of each month for the pre-negotiated prorated amount, due, in full, by the 15<sup>th</sup> day of the following month. Checks, Credit and debit card are all acceptable methods of Payment; Clients paying via Credit and debit card shall be charged a 3% convenience fee, in the event payment is not received within 30 days of the invoice date, Services shall be suspended until the account is paid in full and is up to date. If payment is not received within 60 days of the invoice date, pursuant to section 3(b) of the Agreement, Client shall still be liable to pay all the fees and charges. Treatment, augmentation and field reports shall be included on each monthly invoice.

### 3. TERM AND TERMINATION

- a) The initial term of this Agreement ("Term") shall be for a period of 1 year beginning on the approval date, unless terminated earlier in accordance with the provisions hereof. The Term shall be automatically renewed for successive 1 year unless a party sends a written notice of non-renewal to the other party no later than 30 days prior to the expiry of the Term, or of any renewal term, as the case may be.
- b) This Agreement may be terminated by the Client or provider, with proper written notice, upon the occurrence of an event of default, Each of the following constitutes an event of default for the purposes of this Agreement:
  - i) if the Client fails to pay an invoice for more than 60 days;
  - ii) if Provider persistently fails to perform the Services as required hereunder, or
  - iii) if Client or Provider otherwise fails to perform or comply with any material term, condition or covenant of this Agreement;

### 4. STATUS

It is understood and agreed that this is an agreement for the performance of services and that the relationship of the parties to each other is that of independent contractors. No agency or partnership is created by this agreement, Provider shall not hold itself out as or represent itself to be an agent of the Client. Provider shall not be entitled to any remuneration, rights or benefits other than as set forth in this Agreement and in Schedule "B" hereto, unless otherwise agreed in writing by both parties in the Services Statement.

### 5. CONFIDENTIALITY AND EXCLUSIVITY

- a) Each party shall take all reasonable action and shall take at least the same precautions as it takes to prevent the disclosure of its own confidential information, to prevent the disclosure to third parties of the Confidential Information. Each party shall only have the right to disclose the Confidential Information to its officers, directors, employees, agents and consultants for the purposes authorized herein. Each party shall, prior to disclosing the Confidential Information or portion thereof to any such person, issue appropriate instructions to them to ensure that such persons are aware of their obligation to comply with the confidentiality and use obligations and restrictions contained in this Agreement. If each party has taken all such reasonable steps it shall not be responsible if such Confidential Information or any part thereof should be divulged to any third party by reason of honest mistake or dishonest appropriation by any of each party's agents or employees.
- b) For the purposes of this Section 5, "Confidential Information" means all confidential information provided by a Party hereunder provided or any private affairs of a Party that becomes known to the other party. Confidential Information shall not include any information which:
  - i) is or becomes publicly available through no fault of the disclosing party;
  - ii) is already in the rightful possession of the disclosing party prior to its disclosure to that party;
  - iii)is independently developed by the disclosing party;
  - iv) is rightfully obtained by the disclosing party from a third party,
  - v) is disclosed with the written consent of the other party, or

- c) Provider and the Client hereby acknowledge and agree that:
  - i) the confidentiality covenant set forth in this Section 5 are reasonable in the circumstances and are necessary to protect the interests of the Client and Provider;
  - ii) and in addition to the right of the Client or Provider to claim damages, the breach by Provider and the Client of any of the confidentiality covenant set forth in this Section 5,
  - iii) as the case may be, may cause serious and irreparable harm to the Client or Provider, as the case may be, and in the event of a breach by either party (a "Party in Breach") of any of these provisions,
  - iv) notwithstanding any other provision of this Agreement, the other party (the "Aggrieved Party") shall be entitled, as a matter of right, to seek an injunction against the Party in Breach.
  - v) The provisions of this paragraph shall not be construed so as to be in derogation or limitation of any other remedy, which the Aggrieved Party may have in the event of such a breach.
- d) The provisions of paragraphs 5(a), 5(b) and 5(c) above shall survive the termination of this Agreement.
- The existence of any claim or cause of action of either party against the other, whether pursuant to this
  Agreement or otherwise, shall not constitute a defense to the enforcement of the provisions of this Agreement by
  either party against the other,

#### 6. FORCE MAJEURE

If the performance of this agreement or any of the obligations hereunder is interfered with in whole or in part by reason of any circumstances beyond the reasonable control of PondMedics, including but not limited to heavy storms, hail, wind, snow, sleet or excessive sunlight, any United States Law, order, regulation, ordinance or requirement of any government or legal body or labor unrest, including without limitation, strikes, slow downs, picketing or boycotts, PondMedics shall be excused from such performance on a day by day basis to extent of such interference.

## 7. SUBCONTRACTS

Provider shall have exclusive responsibility for the selection of service suppliers for the operation of the Services. Provider undertakes and agrees however, that all Services to be performed hereunder shall be performed by Provider. Any modifications to the Services, whether to be provided directly by Provider or a subcontractor, shall not take place without the prior written consent of both parties (as to any such modification, addition and the subcontractor), which consent shall not be unreasonably withheld.

#### 8. INSURANCE

Provider shall carry the following insurance coverages including, but not limited to:

- 1. General Liability \$2Maggregate general liability coverage includes bodily injury and property damage due to waterborne and herbicide application activities
- 2. Inland Marine policy on all Provider-owned equipment
- 3. Commercial automobile covering owned, leased, rented and non-owned vehicles
- 4. Worker's Compensation including special USL&H endorsement to be in compliance with the Federal U.S. Longshore and Harbor Workers Act. We also carry a Maritime Sublimit Endorsement for employees who are considered Aquaculture Workers under the Federal Jones Act.

### 9. INDEMNIFICATION

- a) Provider hereby covenants and agrees to indemnify and save harmless the Client, its directors, officers, employees, agents and representatives (the "Client Indemnified Parties") from and against any claims, demands, actions, causes of action, damages, losses, costs, liabilities, expenses, penalties or fines (including reasonable legal fees) which any of the Client Indemnified parties may sustain, incur or suffer and/or which any person including, without limitation, a Subscriber may make or bring against a Client Indemnified Party arising directly or indirectly in any way by reason of, out of, in respect of or in connection with:
  - i) any non-fulfillment of any covenant or agreement on the part of Provider under this Agreement;
  - ii) any incorrectness in or breach of any representation of Provider contained in this Agreement;
  - iii) any act or omission, including, without limitation, any negligence or other tortuous act, committed by Provider and its directors, officers, employees, agents and representatives in the performance of its obligations under this Agreement;
  - iv) any untruth, inaccuracy or incorrectness of any of the marketing materials prepared and distributed by Provider pertaining to the Services;
  - $\mbox{\ensuremath{v}})$  the Services including, without limitation, the operation, administration or provision thereof.
- b) To the extent allowed by Texas law, the Client hereby covenants and agrees to indemnify and save harmless Provider its directors, officers, employees, agents and representatives ("Provider Indemnified Parties") from and against any claims, demands, actions, causes of action, damages, losses, costs, liabilities, expenses, penalties or fines (including reasonable legal fees) which any of the Provider Indemnified Parties may sustain, incur or suffer and/or which any person may make or bring against an Provider Indemnified Party arising directly or indirectly in any way by reason of, out of, in respect of or in connection with any covenant or agreement on the part of the Client under this Agreement or any incorrectness in or breach of any representation of the Client contained herein.
- c) Under no circumstances shall Provider's total aggregate liability to Client or any third party arising out of or related to this agreement exceed the amounts paid by Client to Provider under this agreement during the first twelve month period after the effective date of this agreement.

### 10. NO GUARANTEE OF RESULT

a) PondMedics is licensed to apply aquatic chemicals to public and private waters and ensures its customers that PondMedics will apply the chemicals according to the manufacturer's label and instructions. However, due to the nature of aquatic chemical applications to control unwanted plants and pests, results cannot be guaranteed. There are many factors including without limitation rain, wind, sun and runoff which affect the way a pesticide reacts with the targeted species. Such factors are out of the control of PondMedics.

- b) As organic material dies and begins to decay within the water, the bacteria that decompose aquatic plant material consume oxygen. In situations where heavy vegetation growth is treated, dissolved oxygen levels within the body of water will fall. If the levels fall below the point that sustains fish, Client may experience a light to heavy fish kill. PondMedics cannot ensure the health and survival of aquatic life before, during or after a chemical application, even if we use our best efforts. products and devices to reduce such risks. A fountain or other mechanical aerator will help to reduce the risk of a fish kill by supplementing DO levels while vegetation is decaying.
- c) Some effects, including the settling of Detritus to the pond bottom, should be expected and is part of the treatment. Detritus is the decaying or decayed aquatic vegetation that is a result of a chemical application or the natural growth/decay cycles of aquatic plants over many years, if heavy aquatic vegetative growth is treated during an aquatic chemical application, detritus will settle to the pond bottom creating sediment or silt. The more vegetation that is treated, the greater the amount of detritus. PondMedics shall not be held liable for the increased amount of detritus or sediment or any other such effects during or after a chemical application as this is a natural result of a chemical application. The use of beneficial pond microbes shall be employed to help keep detritus at a minimum. Dredging may be necessary as a means of quickly removing years of accumulated detritus. As aquatic vegetation dies and decays, it may separate from the bottom of the pond or lake and rise to the top before it eventually sinks again to the bottom. This is to be expected. PondMedics shall not be liable for any plant material entering into aeration systems such as fountains or membrane air diffusers due to the separation of the plant material from the bottom of the pond or lake during the decay process. In the event that an aerator needs a special servicing due to this phenomenon, it will be billed separate from the yearly maintenance contract.

#### 11. GENERAL TERMS

- a) This Agreement, including Schedules "A" and "B" hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.
- b) PondMedics shall not be liable for the work performed by either another contractor or any other person.
- c) No supplement, modification or waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- d) Neither this Agreement nor any rights or obligations hereunder shall be assignable by any party without the prior written consent of the other party. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns
- e) Any disputes in excess of the maximum limit for small claims court arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon Arbitrator, The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Parties shall pay all arbitration and court costs, and reasonable Attorney fees on any award.
- f) Each party hereby agrees that upon the written request of the other party, it will do all such acts and execute all such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of all such acts and will cause the execution of all such further documents as are within its power to cause the doing or execution of, as the other party may from time to time reasonably request be done and/or executed as may be required to effect to the purposes of this Agreement and to carry out the provisions hereof.
- g) Any notice required or permitted to be given hereunder shall be in writing and shall be sufficiently given if delivered in person during normal business hours of the recipient on a business day or sent by first class mail, postage prepaid, or by email, as follows:

i) in the case of a notice to the Client to:

Town of Prosper

Matt. Fuse January COOK P.O. Box 305

Prosper, TX 75078

Fax (972) 569-1005 Email: January - COOK Oprospertx.gov
Attention: Matterior
January Cook
Title: Town of Prosper Superintendent Purchasing Agent

ii) in the case of a notice to Provider to:

PondMedics, Inc.

Trent Lewis, FPC

PO Box 1147

Prosper, TX 75078

Email: trent@pondmedics.com

Attention: Trent Lewis EPC

Title: Vice-President

and shall be conclusively deemed to have been given and to have been received on the following business day, if so delivered or sent by Email, and on the third business day following the mailing thereof, if so mailed (excluding each day during which there exists any interruption of postal services due to strike, lockout or other cause). Addresses for notice may be changed by giving notice in accordance with the foregoing.

> This Agreement shall be governed by and construed in accordance with the law of the State of Texas and shall be treated, in all respects, as a Texas contract. Each party thereto irrevocably agrees to and submits to the non-exclusive jurisdiction of the Courts of Texas with respect to any matter arising hereunder or related hereto-

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated above

Client has read and agreed to the prices, services, notes and precautions prior to PondMedics performing any work relating to the Agreement. Client accepts in good faith that PondMedics is qualified and capable of performing the work in a safe and

effective manner. In no way, whether expressed or implied, do I hold PondMedics liable for adverse circumstances arising from pond/lake maintenance activities. Any issues arising separate outside this scope of services shall be dealt with and contracted on a separate basis,

CLIENT

PROVIDER

Town of Prosper

PondMedics, Inc.

Authorized Signature

Authorized Signature

Print Name and Title

Harlan Marger COO

Tawn Manager COO

# Let's get started!



# So, if we've swept you off your feet - just wait! It only gets better from here!

Ready to get us started? All we need is your approval to begin! CLICK\* THE "APPROVE PROPOSAL" button at the top right corner of any page

We appreciate the opportunity to help you with your pond and lake management needs. We're confident we'll exceed your expectations!

Welcome to the PondMedics family!

### **NEXT STEPS!**

- We will execute the Proactive Lake Management Services Agreement with you
- . We will submit final executed copies of The Agreement to you
- We will begin your proactive lake management services right away!

\*By clicking on the "Approve Proposal", you are agreeing to the Proactive Lake Management Services Agreement found under the "Our Handshake Agreement" link.

# Other Services

## Other Services Offered Outside of this Lake Management Proposal

There are a number of other services and products that can enhance your pond and compliment your pond or lake management plan. We like to say that there are "several tools in the pond management toolbox," the key is knowing what combination of "tools" to use so we are most effective at managing your pond or lake. Other services and products offered are:

- sediment surveys and bathymetric mapping
- electrofishing surveys
- fish stocking
- duck and geese services
- nulsance animal trapping/removal
- clearing muddy water
- fountain and aerator installation/repair
- pond dredging and renovation
- fishing plers and floating docks
- automatic fish feeder sales/service/installation
- engineering/design for ponds, lakes, dams and spillways
- permitting and regulatory compliance
- pond and lake mapping and surveys
- · educational seminars and presentations

# Who else loves us?

**PondMedics is for the discerning pond/lake owner and manager.** We do not cater to the masses. We hand pick our clients and give them the best services possible. Success is measured in relationships, not quantity. Here are a few lake management clients around the area that have tried other companies and now swear by our services.

- Elvis Andrus Dallas Texas Rangers Baseball Player
- Mike Shelby Dallas son of famous Carol Shelby of Shelby Mustangs
- Brenda Simmons Allen CMA Community Manager
- Rhonda VanTassell Frisco Lone Star Ranch Community Manager
- Carolyn Rollwitz Cedar Hill Lake Ridge Community Manager
- Bruce Crawford Lantana, Phillips Creek Ranch and Light Farms Community Manager
- Sonja Boles Little Elm Sunset Pointe Community Manager
- The Salvation Army Midiothian Hobiltzelle and HI View Retreats
- Mike Hemrick Colleyville Montclair Parc Board President
- Jamle Crowson McKinney Village Creek of Eldorado Board President
- Kym Hughes City of Plano Forestry and Environmental Manager for the City
- . Bobby Brady City of Carrollton Parks and Rec Director
- Andy Hesser City of Rockwall Parks and Rec Director
- . Larry Hairston Plano Lakeside on Preston Board Member
- Jeff Hampshire DFW Director of Operations for First Service Residential
- Brandi Polly DFW Lone Star Association Management
- Kama Roux Rockwall Chandlers Landing Community Manager

### AND MANY, MANY MORE!

We hope to earn your business and show you why we have so many great clients we work for! And someday, we hope you'll be on our list of references!