

### ADVANCED MEETING PACKAGE

## **REGULAR MEETING**

DATE / TIME: LOCATION:

Thursday, December 18, 2025 6:30 P.M.

Ballantrae Community Center 17611 Mentmore Blvd. Land O' Lakes, FL 34638



# BALLANTRAE COMMUNITY DEVELOPMENT DISTRICT

c/o Anchor Stone 255 Primera Boulevard, Suite 160 Lake Mary, FL 32746

Board of Supervisors **Ballantrae Community Development District.** 

Dear Supervisors:

A Meeting of the Board of Supervisors of the Ballantrae Community Development District is scheduled for Thursday, December 18, 2025, at 6:30 P.M. at the Ballantrae CDD, Ballantrae Community Center, 17611 Mentmore Blvd., Land O' Lakes, FL 34638.

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present any reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,



#### BALLANTRAE COMMUNITY DEVELOPMENT DISTRICT

Thursday, December 18, 2025 at 6:30 P.M Ballantrae Community Center • 17611 Mentmore Blvd. • Land O' Lakes, FL 34638

<u>VIA INTERNET</u> <u>VIA TELEPHONE</u>

**Teams: LINK\*\*\* Call In:** +1 323-538-4434 **Meeting ID:** 299 184 718 856 6 **Phone Conference ID:** 135 024 773#

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Phone Conference ID: 135 024 773#

Passcode: PM6fb9qc

Mute/Unmute: \*6

## **Meeting Agenda**

For the full agenda packet, please contact BallantraePasco@AnchorStoneMgt.com

- I. Call to Order / Roll Call
- II. Audience Comments (limited to 3 minutes per individual on agenda items)
- III. Vendor & Professional Reports
  - A. Steadfast Environmental Report

1. Conservation Area Inspection Report <u>EXHIBIT 1</u>

2. Waterway Inspection Report <u>EXHIBIT 2</u>

- B. Steadfast Maintenance Division
  - 1. Presentation & Discussion of Maintenance Report **EXHIBIT 3**
- C. Stantec Project Manager Greg Woodcock
- D. Amenity Manager

1. Consideration for Approval – Bandu Pools - \$1,450.44 – Pool Return Valves

2. Consideration for Approval – Polson Painting: \$13,985 **EXHIBIT 5** 

- ❖ Painting of Front Main Entrance Monuments \$7,400
- ❖ Full Exterior Painting of Clubhouse & Cabana \$3,700
- ❖ Full Exterior Painting of Cabana at Hugh Lane \$1,400
- **❖** Lift Truck − *if needed* \$1,485
- 3. Consideration of Proposals for Amenity Team to Purchase Supplies for Parking Lot Painting \$310.17

	4.	Consideration of Proposal – U Need Concrete - \$3,500 – Concrete Grinding	EXHIBIT 7
	5.	Presentation of Amenity Center Report (to be distributed)	EXHIBIT 8
	6.	Discussion of Lawson Courts Response to Contract	EXHIBIT 9
IV.	Adm	inistrative Items	
	1.	Consideration for Acceptance: Minutes of the Regular Meeting of Board of Supervisors Held November 20, 2025	EXHIBIT 10
	2.	Consideration for Approval: The October 2025 Unaudited Financial Statements	EXHIBIT 11
	3.	Consideration of Contract for Haven Management Solutions ( <i>Proposal</i> to be Incorporated)	EXHIBIT 12
	4.	Consideration for Adoption, Resolution 2026-02, A Designation of Officers	EXHIBIT 13
	5.	Consideration for Adoption, Resolution 2026-03, Designating Authorized Signors	EXHIBIT 14
	6.	Ratification:	
		<ul><li>Tampa Bay &amp; Orlando Food Trucks - \$1,309.28</li></ul>	EXHIBIT 15
		Roof X - \$4,750. Tower Repairs	EXHIBIT 16
V.		ience Comments New Business Items (limited to 3 minutes per idual)	
VI.	Supe	ervisor Requests	
VII.	Adjo	ournment	





**EXHIBIT 1** 

**RETURN TO AGENDA** 



Ballantrae

Community Development District





## **Ballantrae CDD Conservation Areas**

#### **Inspection Date:**

12/10/2025 10:24 AM

#### Prepared by:

Matt Goldrick

Account Manager

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

#### SITE: 3

Condition: Excellent <a href="Good Poor Mixed Condition Improving">Great</a> Good Poor Mixed Condition Improving





#### Comments:

Most of the buffer zone is clear of nuisance growth. Ongoing treatments will continue for new growth.

WATER: 
★ Clear Turbid Tannic

ALGAE: ★ N/A Subsurface Filamentous

Planktonic Cyanobacteria Minimal Moderate Substantial

Surface Filamentous

GRASSES: N/A ★ Minimal NUISANCE SPECIES OBSERVED:

Torpedo Grass Pennywort Babytears Chara

Hydrilla Slender Spikerush Other:

#### SITE: 4

Condition: Excellent √Great Good Poor Mixed Condition Improving





#### Comments:

Minimal low-lying growth present; mainly ferns. Technicians will continue to treat new growth as it appears.

WATER: ★ Clear Turbid Tannic

ALGAE: ★ N/A Subsurface Filamentous

Subsurface Filamentous Surface Filamentous Planktonic Cyanobacteria

Chara

GRASSES: N/A X Minimal Moderate Substantial

**NUISANCE SPECIES OBSERVED:** 

Torpedo Grass Pennywort Babytears Hydrilla Slender Spikerush Other:

#### SITE: 5

Condition: Excellent Great <a href="Good Poor Mixed Condition Improving">Good Poor Mixed Condition Improving</a>





#### Comments:

Mild nuisance growth in the buffer; Caesarweed, cogon grass, and one small Brazilian Pepper. A technician will address these during an upcoming maintenance event.

WATER: 

ALGAE: 

N/A Subsurface Filamentous Surface Filamentous

Planktonic Cyanobacteria

Moderate

Substantial

NUISANCE SPECIES OBSERVED:

N/A X Minimal

**GRASSES:** 

Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

#### SITE: 6

Condition: ✓Excellent Great Good Poor Mixed Condition Improving





#### Comments:

Previous treatment and seasonal dormancy have kept nuisance growth at bay. Technicians will continue to monitor and treat if needed.

WATER: ★ Clear Turbid Tannic

ALGAE: ★ N/A Subsurface Filamentous

Subsurface Filamentous Surface Filamentous Planktonic Cyanobacteria

GRASSES: X N/A Minimal Moderate Substantial

**NUISANCE SPECIES OBSERVED:** 

Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

#### SITE: 7

Condition: Excellent <a href="Good Poor Mixed Condition Improving">Great</a> Good Poor Mixed Condition Improving





#### Comments:

Any new growth present is terrestrial grasses encroaching from the wetland. These can be treated if desired, but I recommend leaving them to propagate and fill the buffer

WATER: X Clear Turbid Tannic

ALGAE: X N/A Subsurface Filamentous Planktonic Cyanobacteria

Planktonic Cyanobacteria

Substantial

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

Torpedo Grass Pennywort Babytears Chara

Hydrilla Slender Spikerush Other:

SITE: 8

Condition: Excellent √Great Good Poor Mixed Condition Improving





#### Comments:

Seasonal dormancy and natural shade from trees has kept nuisance growth minimal. Ongoing treatments to control this will continue.

WATER: ★ Clear Turbid Tannic

ALGAE: ★ N/A Subsurface Filamentous

Subsurface Filamentous Surface Filamentous Planktonic Cyanobacteria

Substantial

Chara

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

Torpedo Grass Pennywort Babytears Hydrilla Slender Spikerush Other:

813-836-7940

#### SITE: 9

Condition: Excellent <a href="Good Poor Mixed Condition Improving">Great</a> Good Poor Mixed Condition Improving





#### Comments:

This is a very well-defined buffer with almost no nuisance growth, mostly more terrestrial grasses. Technicians will continue to monitor and treat if needed.

WATER: ★ Clear Turbid
ALGAE: ★ N/A Subsui

**GRASSES:** 

Subsurface Filamentous Surface Filamentous Planktonic Cyanobacteria

Substantial

Planktonic
N/A X Minimal Moderate

Tannic

**NUISANCE SPECIES OBSERVED:** 

Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

**SITE:** 11

Condition: Excellent <a href="Good Poor Mixed Condition Improving">Great</a> Good Poor Mixed Condition Improving





#### Comments:

One section of cogon grass remains, otherwise the buffer is free of nuisance growth. A technician will address this during an upcoming maintenance event.

WATER: ★ Clear Turbid Tannic

ALGAE: ★ N/A Subsurface Filamentous

Subsurface Filamentous Surface Filamentous Planktonic Cyanobacteria

Substantial

Chara

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

Torpedo Grass Pennywort Babytears

Hydrilla Slender Spikerush Other:

#### **SITE:** 12

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





#### Comments:

Minimal new growth in the buffer zone. More attention will be paid to this area moving forward until conditions improve.

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

> Planktonic Cyanobacteria Substantial

Surface Filamentous

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

Chara Torpedo Grass Pennywort Babytears

Hydrilla Slender Spikerush Other:

#### **SITE:** 13

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





#### Comments:

Previous treatment and seasonal dormancy have kept nuisance growth at bay. Technicians will continue to monitor and treat if needed.

Turbid WATER: **X** Clear Tannic ALGAE: X N/A

Surface Filamentous Subsurface Filamentous Planktonic Cyanobacteria

Chara

GRASSES: X N/A Minimal Moderate Substantial

**NUISANCE SPECIES OBSERVED:** 

Torpedo Grass Pennywort Babytears

Hydrilla Slender Spikerush Other:

#### **MANAGEMENT SUMMARY**













Lower daily temperatures and less sunlight mean one thing: winter. Vegetative growth is about to enter its slowest growing period. Focused treatment efforts for the little remaining growth in the conservations will go far for the next few months. If nuisance growth is cleared and beneficial plants are left to grow, buffer zone health will greatly improve once spring rolls around.

#### **RECOMMENDATIONS**

Continue to encourage desired low-lying aesthetically pleasing cover in areas of the buffer zones that remain bare.

Maintain those areas that have filled in, and reduce the success of any pioneering target species.

Thank you for choosing Steadfast Environmental!

### MAINTENANCE AREA



## Ballantrae CDD Conservation Areas Ballantrae Blvd, Land O' Lakes, FL

Gate Code:





**EXHIBIT 2** 

**RETURN TO AGENDA** 



Ballantrae

Community Development District





## **Ballantrae CDD Aquatics**

#### **Inspection Date:**

12/10/2025 12:05 PM

#### Prepared by:

Matt Goldrick

Account Manager

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

#### **SITE: 23**

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





#### Comments:

No algae or nuisance grass observed. Routine monitoring and treatment as needed will continue.

Any buildup on the surface is detritus stirred up by rain this past weekend.

Most overhead photos were obscured by fog. Lower-profile only today.

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

**NUISANCE SPECIES OBSERVED:** 

Chara Torpedo Grass Pennywort Babytears Hydrilla Slender Spikerush Other:

#### **SITE:** 24

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





#### Comments:

Dwarf babytears have started creeping into the water from the exposed bank. Foliar and in-water treatments will be applied during maintenance events to prevent further spread.

No algae observed.

More detritus present.

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

Chara

Torpedo Grass Pennywort X Babytears Hydrilla

Slender Spikerush Other:

#### **SITE: 25**

Condition: 

Excellent 

Great 

Good 

Poor 

Mixed Condition 

Improving





#### Comments:

No algae or nuisance grass observed. Routine monitoring and treatment as needed will continue.

WATER: ★ Clear Turbid Tannic

ALGAE: ★ N/A Subsurface Filamentous Surface Filamentous

Planktonic Cyanobacteria

GRASSES: 

✓ N/A Minimal Moderate Substantial

**NUISANCE SPECIES OBSERVED:** 

Torpedo Grass Pennywort Babytears Chara

Hydrilla Slender Spikerush Other:

#### **SITE:** 26

Condition: Excellent Great Good ✓Poor Mixed Condition Improving





#### Comments:

This pond has a particularly difficult to manage mix of slender spikerush and filamentous algae. I have been testing an algaecide mix designed for this type of growth in similar ponds. If it keeps yielding good results, it will be applied here. An amphibious vehicle will likely be used for better coverage.

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

Chara

Torpedo Grass Pennywort Babytears

Hydrilla ★Slender Spikerush Other:

#### **SITE: 27**

Condition: 

Excellent 

Great 

Good 

Poor 

Mixed Condition 

Improving





#### Comments:

No algae or nuisance grass observed. Routine monitoring and treatment as needed will continue.

Mild detritus present.

WATER: 

X Clear Turbid Tannic

ALGAE: 

X N/A Subsurface Filamentous Surface Filamentous

Planktonic Cyanobacteria Minimal Moderate Substantial

NUISANCE SPECIES OBSERVED:

GRASSES: X N/A

Torpedo Grass Pennywort Babytears Chara

Hydrilla Slender Spikerush Other:

#### **SITE:** 28

Condition: Excellent <a href="Good Poor Mixed Condition Improving">Great</a> Good Poor Mixed Condition Improving





#### Comments:

The buildup in the corner is either cyanobacteria or pollen. Regardless, this pond will be inspected next visit and treated if necessary. No other algae or nuisance grass observed.

Erosion repairs are awaiting signature before work can begin.

 WATER:
 X Clear
 Turbid
 Tannic

 ALGAE:
 N/A
 Subsurface Filamentous
 Surface Filamentous

 Planktonic
 X Cyanobacteria

 GRASSES:
 X N/A
 Minimal
 Moderate
 Substantial

**NUISANCE SPECIES OBSERVED:** 

Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

#### **SITE:** 29

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





#### Comments:

No algae or nuisance grass observed. Routine monitoring and treatment as needed will continue.

WATER: X Clear Turbid Tannic ALGAE:  $\times$  N/A Subsurface Filamentous

> Planktonic Cyanobacteria Substantial

Surface Filamentous

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

Pennywort Torpedo Grass Babytears

Chara

Hydrilla Slender Spikerush Other:

#### **SITE:** 30

Condition: Excellent <a href="#">Great</a> **Mixed Condition** Good Poor **Improving** 





#### Comments:

One small section of babytears present by the littoral section. These will be treated next visit to prevent spread now that this area is covered with water. No algae observed.

Turbid **X** Clear Tannic WATER: ALGAE: ×N/A Surface Filamentous Subsurface Filamentous Planktonic Cyanobacteria **GRASSES:** N/A X Minimal Substantial

Chara

**NUISANCE SPECIES OBSERVED:** 

Torpedo Grass Pennywort X Babytears Hydrilla Slender Spikerush Other:

#### **SITE:** 31

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





#### Comments:

No algae or nuisance grass observed. Routine monitoring and treatment as needed will continue.

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

> Planktonic Cyanobacteria Substantial

Surface Filamentous

GRASSES: X N/A Minimal Moderate

**NUISANCE SPECIES OBSERVED:** 

Chara Torpedo Grass Pennywort Babytears

Hydrilla Slender Spikerush Other:

#### **SITE:** 32

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





#### Comments:

I can't remember the last time this pond held water. Fortunately, technicians have been treating the dry bed with pre-emergents to keep it clear. Any current growth is terrestrial grasses that will quickly drown. Should any new growth appear before it dries again, technicians will address it.

Turbid WATER: **X** Clear Tannic ALGAE: Surface Filamentous ×N/A Subsurface Filamentous

Cyanobacteria Planktonic

GRASSES: X N/A Minimal Moderate Substantial

**NUISANCE SPECIES OBSERVED:** 

Torpedo Grass Pennywort Babytears Chara Hydrilla Slender Spikerush Other:

#### **MANAGEMENT SUMMARY**













With December here, fall gives way to winter. We can expect mornings, evenings, and nights to have colder temperatures with the occasional higher daytime temperature. The growth rate for both algae and nuisance plants are slowing as a result, giving technicians the ability to make headway in more overgrown areas. Rain events are becoming less frequent, leading to extended decay times for surface algae (further extended by the cold weather). Additionally, water levels across most ponds will be are decreasing.

Overall, ponds are in great shape. Submerged vegetation will be the primary focus during the winter, as this vegetation is not as affected by reduced temperature and sunlight. Rain over the weekend may feed a small burst of growth, but herbicide treatments and lower daily temperatures will handle these quickly.

#### **RECOMMENDATIONS**

Continue to treat ponds for algae, administer follow-ups to ponds experiencing extended decay times.

Administer treatments to any nuisance grasses growing along exposed shorelines and within beneficial plants.

Continue to apply treatment to overgrown littoral areas.

Avoid over treating ponds, to prevent fish kills or toxic blooms.

Stay alert for debris items that find their way to the pond's shore.

Thank you for choosing Steadfast Environmental!

### MAINTENANCE AREA



## Ballantrae CDD

Ballantrae Blvd, Land O'Lakes, FL

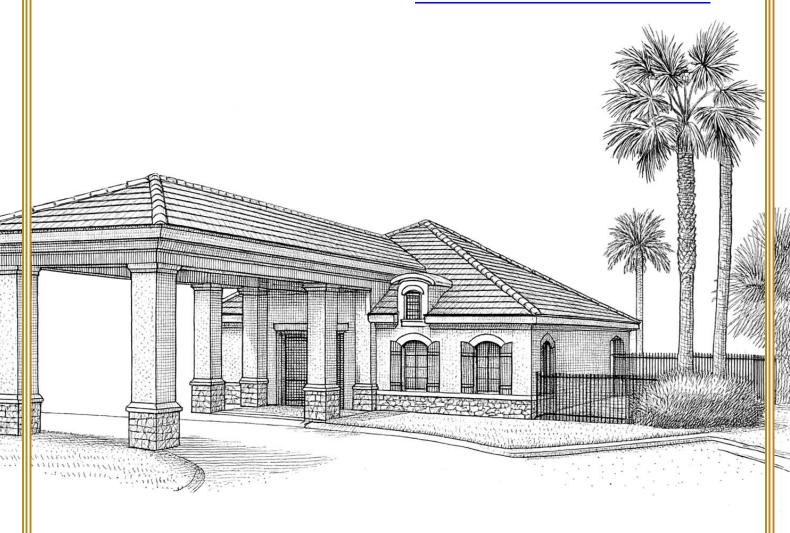
Gate Code:





**EXHIBIT 3** 

**RETURN TO AGENDA** 



Ballantrae

Community Development District

From: **Kevin Hiller** 

To: Patricia Thibault; Matt Goldrick

Subject: Re: Ballantrae Agenda Items due tomorrow pretty please

Wednesday, December 10, 2025 7:27:49 AM Date:

Attachments: Image.pnq

#### Good morning

All bids requested were turned in last month with the sod being tabled until next year when we start to get rains.

Continuing to work on tree lifting. Most are done and we have just few left to do. Flowers scheduled for this week.

Had 2 small work orders from Joe that will be completed on the next service visit. Mulch is complete and the dead trees approved are completed.

Kevin Hiller | Account Manager Maintenance Division Steadfast Alliance **Certified Pest Control Operator State of Florida** Certificate # JF327405

Office: (844) 347-0702 | Cell: (813) 845-4711 | Fax: (813) 388-4490

30435 Commerce Drive | San Antonio, FI | 33576

khiller@SteadfastAlliance.com www.SteadfastAlliance.com

Check us out on: Facebook | TikTok



From: Patricia Thibault <Patricia@AnchorstoneMgt.com>

**Sent:** Tuesday, December 9, 2025 8:36:13 PM

To: Matt Goldrick <mgoldrick@steadfastalliance.com>; Kevin Hiller <khiller@steadfastalliance.com>

Subject: Ballantrae Agenda Items due tomorrow pretty please

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Patricia Thibault

District Manager

Anchor Stone Management, LLC 255 Primera Boulevard, Suite 160 Lake Mary, FL 32746



**EXHIBIT 4** 

**RETURN TO AGENDA** 



Ballantrae

Community Development District

SWIMMING POOL MAINTENANCE

AND CLEANING QUOTE.

EST0172

Zephyrhills, FL.

33542

7278091010

5202 17th st

Bandullc@yahoo.com

DATE

Dec 2, 2025

TOTAL

USD \$1,450.44

TO

DESCRIPTION		RATE	QTY	AMOUNT
e pool return valve and 6" flange is leaking, we need to replace both nge, gasket and nuts/bolts. Job includes all parts and labor.		\$1,450.44	1	\$1,450.44
	SUBTOTAL			\$1,450.44
	TAX (7%)			\$0.00
	TOTAL		USD \$	31,450.44

**SWIMMING POOL MAINTENANCE** 

5202 17th st

Zephyrhills, FL.

33542

7278091010

Bandullc@yahoo.com

AND CLEANING QUOTE.

EST0174

DATE

Dec 2, 2025

TOTAL

USD \$918.54

TO

DESCRIPTION		RATE	QTY	AMOUNT
Replacing autofill for two different bodies of water, thi floats, torro valves, parts and labor.	s includes two	\$918.54	1	\$918.54
	SUBTOTAL		47	\$918.54
	TAX (7%)			\$0.00
	TOTAL		USD	\$918.54

5202 17th st

Zephyrhills, FL.

33542

7278091010

Bandullc@yahoo.com

SWIMMING POOL MAINTENANCE AND CLEANING QUOTE.

EST0171

DATE

Dec 2, 2025

TOTAL

USD \$2,671.65

TO

DESCRIPTION	RATE	QTY	AMOUNT
Replacing the vac pump for your pool with a new pump. The pump will be replumbed, wired and have a new return valve. Proposal is labor and pa		1	\$2,671.65
SUBTOTAL TAX (7%)			\$2,671.65 \$0.00
TOTAL		USD	\$2,671.65

5202 17th st

Zephyrhills, FL.

33542

7278091010

Bandullc@yahoo.com

SWIMMING POOL MAINTENANCE

AND CLEANING QUOTE.

EST0173

DATE

Dec 2, 2025

TOTAL

USD \$1,881.00

ТО

DESCRIPTION		RATE	QTY	AMOUNT
Commercial pool is commonly vacuumed with a bat A battery operated vacuum is \$1881. This will mak easier and overall more efficient.		\$1,881.00	1	\$1,881.00
	SUBTOTAL			\$1,881.00
	TAX (7%)			\$0.00
	TOTAL		USD S	\$1,881.00



**EXHIBIT 5** 

**RETURN TO AGENDA** 



Ballantrae

Community Development District



## **PROPOSAL**

December 3, 2025

Ballantrae HOA 17611 Mentmore Boulevard Land O' Lakes, FL 34638

RE: Ballantrae, front entrance monuments and club house exterior

\*By signing this proposal, you are agreeing to the Terms and Conditions on the following pages\*

1. ITEMS IN SCOPE \$0.00

Description of Services:

HERE ARE THE ITEMS IN SCOPE FOR YOUR PROJECT - SCROLL DOWN FOR THE DETAIL ON PROJECT WORK:

Price is for check only.

Painting of front main entrance monuments on left and right sides and 6 flower pots. Washing and painting of all brown stucco walls, fascia/soffits, corbels, trim bands, columns, caps and entrance doors. Also painting the black metal gate/fencing on the larger monument.

\$7,400.00

Full exterior painting of club house and cabana \$3,700.00

Full exterior painting of cabana at 17524 Hugh Ln \$1,400.00

Lift truck

\$1,485.00, if we do not need this we will deduct the amount.

#### Note;

- Price is base on same colors being repainted; b. If the paint selection chosen(off whites) requires an additional 3rd coat of paint, there will be a surcharge of 25%.
- There is one column with a large crack just below the cap, we will fill this crack with concrete and blend to match existing surface. May not be an exact match, but will be close.
- All gem lights will be taped off prior to painting.

Payment schedule; \$6,985.00 to start \$7,000.00 due upon completion,

## 2. Exterior Painting using Duration Satin - PLEASE SCROLL TO BOTTOM TO SEE FINAL TOTAL

Description of Services:
Exterior Re-Painting Proposal

Polson Painting agrees that full transparency is important in a business relationship, which is why our contract is so long and detailed. We do not want our clients to have any surprises so this contract protects our business as well as our clients. Please do not hesitate to ask clarifying questions should you have them. We treat our existing clients, as well as prospective new clients as family and are so very grateful they trust us with their homes and properties. This is why over 28 years in business, most of our projects come from referrals and repeat clients.

CLIENT MUST EMAIL COLORS TO SERVICE@POLSONPAINTING.COM ONCE CLIENT HAS DECIDED ON COLOR CHOICE. ANY CHANGES TO COLORS AFTER PAINT IS ORDERED WILL RESULT IS CLIENT PAYING FOR ALREADY ORDERED PAINT NOT ABLE TO BE USED DUE TO COLOR CHANGE. PLEASE SECURE YOUR COLORS AND ALLOW AMPLE TIME FOR HOA APPROVAL ( IF APPLICABLE)

Please note: Up to two coats as needed are included in all of our quotes. If customer is choosing a lighter color going over a darker color, a third coat may likely be needed and additional cost will be incurred. Since Polson is not aware of color options at the time of the quote Polson Painting wants to be transparent on this. You can discuss with your project manager if you are choosing lighter colors painted over dark colors.

#### SCOPE:

Unless otherwise specified, these areas of front monuments will be repainted: Painting of front main entrance monuments on left and right sides and 6 flower pots. Washing and painting of all brown stucco walls, fascia/soffits, corbels, trim bands, columns, caps and entrance doors. Also painting the black metal gate/fencing on the larger monument.

#### Samples:

Polson Painting will provide up to 3 free samples upon clients request( providing vendor is able to produce samples) at one visit for all full interior/exterior projects

- Ordering, picking up and application on or in your home (interiors can be sample boards to allow client to see color choice anywhere is home. Additional samples will be \$13 each additional to be billed at the end of the project.

\*For projects not full interior/exterior, we will be happy to provide samples and apply them for \$13 per sample for first visit. Additional trips for samples will be \$13.00 per sample and a \$25.00 additional trip charge fee, to be invoiced.

Description of work to be completed:

1.Exterior of monuments and 6 flower pots will be pressure washed with a mild solution of chlorine and water. Afterwards all plants will be rinsed off as needed. Pressure washing of fascia, soffit, stucco or sided walls, including patio walls, ceilings, electric/cable boxes, a/c chase, trim bands, gutters, down spouts, painted entry doors (exterior side) and garage

doors only, unless otherwise stated. Patio ceilings or front doors are never pressure washed.

- 2. Pressure washing may cause spots on your windows due to mild chlorine used. Attempts will be made to rinse this off, however due to the drying process you may need to rinse them additionally. It is possible to uncover hidden damage or repair needs you were not aware of after pressure washing, which can delay your project as those items would most likely need to be repaired. We will discuss your options should that occur. Loose soffits also can be exposed at this time. Pressure washing the outside structure is to properly prepare the surface for painting. If windows, doors or other elements are poorly sealed or not closed, there is a possibility water can intrude into the residence. There is no way to tell if this issue will occur prior to pressure washing. Polson Painting will not be held responsible for any water damage that occurred prior, during or after the pressure washing of the building. This is in indication of potential water intrusion the client will need to address.
- 3. During the painting process, all windows and sliding doors will be covered with plastic to prevent paint splatters on glass and frames. Metal Frames on windows/doors are typically factory finished and are not painted nor included in the quote. Removal of prior paint from these areas is not included as well.
- 4.STUCCO CRACKS; will be patched with an elastomeric patching compound. NOTE: OUR CREWS DO THEIR BEST TO BLEND THE PATCHING WHEN WE APPLY THE ELASTOMERIC WITH BRUSHES AND MINI ROLLERS; HOWEVER, UNLESS YOU HAVE THE AREAS RE-STUCCOED (AND SOMETIMES EVEN THEN) IT WILL NOT BE AN EXACT MATCH. Smooth stucco vs rough stucco can show the patching unfortunately.
- 5.Ceiling corners, trim corners, areas around water faucets, door frames and window frames will be caulked with SHERWIN WILLIAM'S 950 100% acrylic caulking if needed. (Project Manager will determine).
- 6.Rust areas will be cleaned with a wire brush, treated with OSPHO, primed with a rust primer and painted. Given Florida's humidity \*WE CANNOT GUARANTEE THAT RUST WILL NOT RETURN IN THE SAME AREA OR DIFFERENT AREAS.
- 7.If Pre-work is needing to be completed this will be indicated by your project manager in the quote under PRE-EXISTING. All pre-work will need to be done prior to your painting project. In some cases, due to client need and schedule, the painting may be done prior. The client agrees to pay Polson a minimum charge of \$50 per man hour to return to paint the repaired item upon completion of the repairs. Polson will look for the soonest available time to paint these repaired areas.
- 8.Topcoat will be Sherwin Williams Duration Satin finish which typically one coat is only needed for proper process and required millage on previously painted surfaces with a satin finish to stucco/sided walls, painted ceilings, chimney (if applicable), trim bands, painted entry doors, garage doors, fascia and soffits. Second coat will be used if needed. Duration Premium Exterior Coating is formulated with PermaLast® technology and infused with advanced acrylic co-polymers for long-lasting performance. Duration is self-priming and provides a mildew-resistance coating. It requires just one coat for repaints and two coats for new work. We apply the required millage as specified by Sherwin Williams.
- a.If painting with white or yellow base there could be an additional charge as additional coats may be required for proper coverage.
- b. If the paint selection chosen requires an additional 3rd coat of paint, there will be a

surcharge of 25%. Most projects do not require 3 coats of paint.

- c.Whereas we understand clients may change their mind on colors, please understand any color changes on already ordered paint would result in additional paint/ and possibly labor cost (re-painting) and client agrees to pay for those costs in those situations. We always recommend putting samples on your home prior to your painting project to make sure you are satisfied with your color choices.
- d. Any vinyl must be a vinyl safe color which must be a light color to avoid warping or buckling. Polson will not use a dark color on any vinyl.
- 9.Product will be applied in a combination of rolling, spraying and brushing. Back rolling is the only way to evenly apply and push the paint into the nooks and crannies that a sprayer won't get to. Metal soffits under the eaves are sprayed to prevent clogging. Based on this, any clogging would not be as a result of Polson Painting application of paint rather would have been previously clogged. When spraying, the crews apply the paint carefully, however overspray can occur at times on a roof, or other portions of the exterior, this will disappear over time with rain and sun. Client understands and agrees to hold Polson Painting harmless for any potential overspray during your construction project. TILE ROOFS; WE TAKE GREAT CARE WHEN WORKING ON TILE ROOFS, BUT TILE INTEGRITY VARIES, AND SOME MAYBE MOR FRAGILE THAN OTHERS. WHILE WE DO OUR BEST TO PREVENT DAMAGE, WE CANNOT BE HELD RESPONSIBLE FOR ANY POTENTIAL BREAKAGE THAT MAY OCCUR DURING THE PAINTING PROCESS.
- 10.All exterior painted entry doors will be lightly sanded, primed if needed, and painted with Sherwin Williams Duration or Emerald Urethane or equivalent. There is no way to know if there is condensation or water intrusion in middle of door core in metal or fiberglass doors. Polson's application should not bubble, if so, Polson will address and if needed re-paint that area. If the door continues to bubble the issue could be with the doors. Doors only carry a 6 month workmanship warranty as any issues will surface in that time. Should an issue occur outside of 6 months, there are other factors causing the issue.
- 12.Please do not negotiate painting of extra items or modifications with our crews. Please call 813-244-5270 or contact your assigned project manager if you would like something additional added or modified to the scope of work. If our crew paints any items that are not covered by the agreed upon written scope of work or as a result damages occur on something that is not in the agreed upon written scope you will be invoiced for the additional work as well as you will not hold Polson Painting responsible for any damages or faulty work. Specific crews are chosen for jobs based on the agreed upon scope of work and crews are not ever authorized to add or modify the agreed upon job.
- 13.Our service is to beautify your property and to provide additional protection by patching cracks and caulking around window frames if needed. Where this provides some protection, it is not a warranty for waterproofing. We are not responsible for any water intrusion.
- 14.Please be advised that due to Florida weather conditions cure times vary with exteriors. Please allow 3-4 weeks for paint to harden before hanging any decorations on walls, gutters and especially doors. Fingernails, keys and dogs often can scratch paint if not allowed to cure. If Polson needs to come back for touchups for these reasons, there will be a minimum trip fee of \$50 per man hour
- 15. Client is responsible for removing items off walls, patios/lanai and putting breakables and perishables away in preparation for pressure washing and painting. If Polson has to remove any items to complete the project or If Polson is asked to remove or place them back due to

any reason, we are happy to do so, however client agrees to understand Polson is not a certified moving company and will hold Polson harmless for any damage that may occur.

- 17.WASTE FROM YOUR PROJECT I.E PLASTIC, PAPER AND EMPTY PAINT CANS WILL BE PUT INTO PLASTIC BAGS AND LEFT AT FRONT CURB OR IF YOU CHOOSE ON SIDE OF HOME UNTIL YOUR GARBAGE PICK UP DAY.
- 19. For any plastic items or decorative fixtures or accents (lights etc), Polson Painting is not responsible for any cracking or damage. These pieces become very brittle with the hot sun hitting them and often crumble when touched. We often recommend replacing these after your painting project. Polson Painting does not replace lights or any door hardware, client will need to hire a professional for those items.
- 20. Pre-existing Broken or defective items often are discovered when your home is having work done to it. Polson does not need to do anything with your electrical systems, any issues would not be a result of our service.
- 21. Please be advised we ask that you move and/or remove any items on your back patio or lanai in preparation for pressure washing and painting. We will be happy to move simple items and our crews will be as careful as they can, however, please understand we will not be held responsible for any damage if we are asked or required to move those items. In addition If any items remaining in the work area (more than a few small items), will need to be moved by the Polson for pressure washing or painting, the Client agrees to pay the Contractor a charge of \$50.00 per man-hour for moving these items with a minimum cost of \$50.
- 22. Your home is a construction zone during painting. While we try our best to make sure we do not damage plants and/or landscaping, ladder placement to complete your project in the most safe and effective manner may cause some damage as well as during pressure washing and / or painting plants could be damaged despite proper prep and rinsing. In addition, some foot traffic may be needed to complete your project. Damage of landscaping or lawn equipment (ie; sprinklers) is possible and you agree to hold Polson Painting harmless. We recommend any landscaping or paver projects be scheduled after your home is painted. Polson Painting will do their best to rinse off any solution from pressure washing, if a client is concerned about their landscaping it is the clients responsibility to protect or cover their plants and they agree to hold Polson harmless. Client understands that Polson Painting uses water based products and all brushes etc must be washed timely and in between color changes therefore will be washed at their property outside as we use water based paint. This will not damage grass etc due to being water based products.
- 23.Client agrees and understands that access to the jobsite must be provided between 8 a.m. and 6 p.m., Monday through Saturday, for the duration of this job. We understand clients may have other schedule needs we need to accommodate and are willing to look at the opportunity to do so, therefore, any changes needed to this will need to be approved at least 48 hours in advance with Polson Painting to ensure proper scheduling. If at any time access is not available to the Contractor outside of agreed upon times, the Client agrees to reimburse the Contractor for expenses incurred for travel and lost time at the rate of \$50.00 per man-hour.
- 24. If your garage or entry exterior door has bubbles or excessive peeling, we can either pressure wash and just paint, which is included in the quote but will be uneven where the bubbles were or where paint was peeling and somewhat patchy looking. We can also offer to

strip the garage, prime and paint, which would not be included in the exterior and we would need to quote for that process separate.

#### Client Cancellation Clause:

a.Client agrees to pay a \$200 fee as well as any pressure washing completed at a rate of .15 per sq ft or purchased paint/sample fees for any cancellations 2 business days or less prior to start week of project already agreed upon.

b.For exterior projects, cancellations less than 1 week's notice, or completion of pressure washing, could result in pressure washing fee of .15 per sq ft + any add ons ( columns, side walk, driveway etc) or paint cost charges. Any samples would be billed to customers as well. Most exterior projects are pressure washed 1-2 weeks prior. Customer agrees to pay for any pressure washing completed as well as samples or paint cost for any cancelled projects. c. Client understands that Polson Painting is reserving this time frame for your project and there is some office work involved prior to the start date of your project. Should you need to cancel after accepting the contract, there will be a \$100 cancellation fee to care for those items. If your project is rescheduled there is no fee, the project will be rescheduled based on next available date. Client agrees to these terms.

\*Start date of projects will not be discussed or agreed to until this contract is approved. Client understands that the project managers will not be able to guarantee any start dates for projects until the office confirms a scheduled start date. Polson Painting may cancel this contract at any time. Client may cancel contract at any time, however please see above cancellation clause.

This proposal and agreement constitute the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this contract exists between the parties. This agreement can be modified only by an agreement in writing approved by client and Polson Painting. No other contract supersedes this contract, electronic signature required unless Polson Painting has approved alternate in writing. Certificates of insurance listing the additional insured for clients, are only provided once a signed agreement is received.

Client understands that due to the virus and other events, supplies and volume for paint manufacturers can be impacted. This has not happened in the Florida market at this time. However, in the event Sherwin Williams paint is not available or additional costs are required by the vendor (paint cost increase), Polson will advise the client of potential additional costs and offer the use of another paint vendor with applicable grade paint, however the cost could change for materials cost. We would always offer the client the option to push their project out or use the other paint product and/ or pay additional costs.

3. Lift Trucks \$1,485.00

Description of Services:

We may need the use of a lift for the tower, if we do not need a lift this cost will be credited back.

Client understands that a lift is required to complete this project. Lifts typically require a

weekly rental required and client assumes the cost for that. Should additional time be needed outside of this contract, client agrees to pay for those additional charges. Although we do not anticipate any issues, sometimes a clients sidewalks, driveways etc are not structurally sound and lift can cause damage. Clients holds Polson Painting harmless for any liability due to damage caused by the lift to any surface or portion of clients property. Client also agrees and understands that due to unprecedented materials issues, price is subject to change for lift cost from third party at time of project start. Polson will notify client prior to starting the project of any additional costs.

# 4. Exterior Painting using Duration Satin - PLEASE SCROLL TO BOTTOM TO SEE FINAL TOTAL

\$5,250.00

Description of Services: Exterior Re-Painting Proposal

Polson Painting agrees that full transparency is important in a business relationship, which is why our contract is so long and detailed. We do not want our clients to have any surprises so this contract protects our business as well as our clients. Please do not hesitate to ask clarifying questions should you have them. We treat our existing clients, as well as prospective new clients as family and are so very grateful they trust us with their homes and properties. This is why over 28 years in business, most of our projects come from referrals and repeat clients.

CLIENT MUST EMAIL COLORS TO SERVICE@POLSONPAINTING.COM ONCE CLIENT HAS DECIDED ON COLOR CHOICE. ANY CHANGES TO COLORS AFTER PAINT IS ORDERED WILL RESULT IS CLIENT PAYING FOR ALREADY ORDERED PAINT NOT ABLE TO BE USED DUE TO COLOR CHANGE. PLEASE SECURE YOUR COLORS AND ALLOW AMPLE TIME FOR HOA APPROVAL ( IF APPLICABLE)

Please note: Up to two coats as needed are included in all of our quotes. If customer is choosing a lighter color going over a darker color, a third coat may likely be needed and additional cost will be incurred. Since Polson is not aware of color options at the time of the quote Polson Painting wants to be transparent on this. You can discuss with your project manager if you are choosing lighter colors painted over dark colors.

#### SCOPE:

Unless otherwise specified, these areas of club house and cabana, also the cabana at Hugh Ln; will be repainted: : fascia/soffits, stucco or sided walls, including patio walls, painted ceilings, electric/cable boxes, a/c chase, trim bands, gutters(painted trim color), down spouts(painted body color), chimneys(if applicable), shutters(if applicable) painted entry doors (exterior side) and garage doors. Any vinyl must be in a vinyl safe color which must be a light color. Dark colors can and will cause vinyl siding to warp in the heat. Client agrees to hold Polson Painting harmless for any vinyl that buckles/warps as that will not be due to the workmanship.

NOTE; the metal brown or white scallops between the top of drip edge and right under the roof tiles around the top is not included in the price. It you want this section painted around the top, there will be an additional charge.

Polson Painting pressure washers are not landscaping experts and all plants etc have

<sup>\*</sup> Gutters/downspouts on pool cages are not included and are not typically painted as they should match/ blend with the pool cage color.

<sup>\*</sup>Pressure Washing of house included for full exteriors re-paints/ paint only unless specified in scope

different needs. Plants etc will be rinsed after pressure washing however the client should turn on sprinklers after pressure washing and/or consult their landscaper to protect their plants etc. Client agrees to hold Polson Painting harmless should any damage occur.

#### Samples:

Polson Painting will provide up to 3 free samples upon clients request( providing vendor is able to produce samples) at one visit for all full interior/exterior projects

- Ordering, picking up and application on or in your home (interiors can be sample boards to allow client to see color choice anywhere is home. Additional samples will be \$13 each additional to be billed at the end of the project.
- \*For projects not full interior/exterior, we will be happy to provide samples and apply them for \$13 per sample for first visit. Additional trips for samples will be \$13.00 per sample and a \$25.00 additional trip charge fee, to be invoiced.

#### Description of work to be completed:

- 1.Exterior of home will be pressure washed with a mild solution of chlorine and water. Afterwards all plants will be rinsed off as needed. Pressure washing of fascia, soffit, stucco or sided walls, including patio walls, ceilings, electric/cable boxes, a/c chase, trim bands, gutters, down spouts, painted entry doors (exterior side) and garage doors only, unless otherwise stated. Patio ceilings or front doors are never pressure washed.
- 2. Pressure washing may cause spots on your windows due to mild chlorine used. Attempts will be made to rinse this off, however due to the drying process you may need to rinse them additionally. It is possible to uncover hidden damage or repair needs you were not aware of after pressure washing, which can delay your project as those items would most likely need to be repaired. We will discuss your options should that occur. Loose soffits also can be exposed at this time. Pressure washing the outside structure is to properly prepare the surface for painting. If windows, doors or other elements are poorly sealed or not closed, there is a possibility water can intrude into the residence. There is no way to tell if this issue will occur prior to pressure washing. Polson Painting will not be held responsible for any water damage that occurred prior, during or after the pressure washing of the building. This is in indication of potential water intrusion the client will need to address.
- 3. During the painting process, all windows and sliding doors will be covered with plastic to prevent paint splatters on glass and frames. Metal Frames on windows/doors are typically factory finished and are not painted nor included in the quote. Removal of prior paint from these areas is not included as well.
- 4.STUCCO CRACKS; will be patched with an elastomeric patching compound. NOTE: OUR CREWS DO THEIR BEST TO BLEND THE PATCHING WHEN WE APPLY THE ELASTOMERIC WITH BRUSHES AND MINI ROLLERS; HOWEVER, UNLESS YOU HAVE THE AREAS RE-STUCCOED (AND SOMETIMES EVEN THEN) IT WILL NOT BE AN EXACT MATCH. Smooth stucco vs rough stucco can show the patching unfortunately.
- 5.Ceiling corners, trim corners, areas around water faucets, door frames and window frames will be caulked with SHERWIN WILLIAM'S 950 100% acrylic caulking if needed. (Project Manager will determine).
- 6.Rust areas will be cleaned with a wire brush, treated with OSPHO, primed with a rust primer and painted. Given Florida's humidity \*WE CANNOT GUARANTEE THAT RUST WILL

#### NOT RETURN IN THE SAME AREA OR DIFFERENT AREAS.

7.If Pre-work is needing to be completed this will be indicated by your project manager in the quote under PRE-EXISTING. All pre-work will need to be done prior to your painting project. In some cases, due to client need and schedule, the painting may be done prior. The client agrees to pay Polson a minimum charge of \$50 per man hour to return to paint the repaired item upon completion of the repairs. Polson will look for the soonest available time to paint these repaired areas.

8.Topcoat will be Sherwin Williams Duration Satin finish which typically one coat is only needed for proper process and required millage on previously painted surfaces with a satin finish to stucco/sided walls, painted ceilings, chimney (if applicable), trim bands, painted entry doors, garage doors, fascia and soffits. Second coat will be used if needed. Duration Premium Exterior Coating is formulated with PermaLast® technology and infused with advanced acrylic co-polymers for long-lasting performance. Duration is self-priming and provides a mildew-resistance coating. It requires just one coat for repaints and two coats for new work. We apply the required millage as specified by Sherwin Williams.

- a.If painting your home white or yellow base there could be an additional charge as additional coats may be required for proper coverage.
- b. If the paint selection chosen requires an additional 3rd coat of paint, there will be a surcharge of 25%. Most projects do not require 3 coats of paint.
- c.Whereas we understand clients may change their mind on colors, please understand any color changes on already ordered paint would result in additional paint/ and possibly labor cost (re-painting) and client agrees to pay for those costs in those situations. We always recommend putting samples on your home prior to your painting project to make sure you are satisfied with your color choices.
- d. Any vinyl must be a vinyl safe color which must be a light color to avoid warping or buckling. Polson will not use a dark color on any vinyl.

9.Product will be applied in a combination of rolling, spraying and brushing. Back rolling is the only way to evenly apply and push the paint into the nooks and crannies that a sprayer won't get to. Metal soffits under the eaves are sprayed to prevent clogging. Based on this, any clogging would not be as a result of Polson Painting application of paint rather would have been previously clogged. When spraying, the crews apply the paint carefully, however overspray can occur at times on a roof, or other portions of the exterior, this will disappear over time with rain and sun. Client understands and agrees to hold Polson Painting harmless for any potential overspray during your construction project. TILE ROOFS; WE TAKE GREAT CARE WHEN WORKING ON TILE ROOFS, BUT TILE INTEGRITY VARIES, AND SOME MAYBE MOR FRAGILE THAN OTHERS. WHILE WE DO OUR BEST TO PREVENT DAMAGE, WE CANNOT BE HELD RESPONSIBLE FOR ANY POTENTIAL BREAKAGE THAT MAY OCCUR DURING THE PAINTING PROCESS.

10.All exterior painted entry doors will be lightly sanded, primed if needed, and painted with Sherwin Williams Duration or Emerald Urethane or equivalent. There is no way to know if there is condensation or water intrusion in middle of door core in metal or fiberglass doors. Polson's application should not bubble, if so, Polson will address and if needed re-paint that area. If the door continues to bubble the issue could be with the doors. Doors only carry a 6 month workmanship warranty as any issues will surface in that time. Should an issue occur outside of 6 months, there are other factors causing the issue.

11. If door is stained and you would like it re-stained, there will be an additional charge.

12.Please do not negotiate painting of extra items or modifications with our crews. Please call 813-244-5270 or contact your assigned project manager if you would like something additional added or modified to the scope of work. If our crew paints any items that are not covered by the agreed upon written scope of work or as a result damages occur on something that is not in the agreed upon written scope you will be invoiced for the additional work as well as you will not hold Polson Painting responsible for any damages or faulty work. Specific crews are chosen for jobs based on the agreed upon scope of work and crews are not ever authorized to add or modify the agreed upon job.

13.Our service is to beautify your home and to provide additional protection by patching cracks and caulking around window frames if needed. Where this provides some protection, it is not a warranty for waterproofing. We are not responsible for any water intrusion.

14.Please be advised that due to Florida weather conditions cure times vary with exteriors. Please allow 3-4 weeks for paint to harden before hanging any decorations on walls, gutters and especially doors. Fingernails, keys and dogs often can scratch paint if not allowed to cure. If Polson needs to come back for touchups for these reasons, there will be a minimum trip fee of \$50 per man hour

15. Client is responsible for removing items off walls, patios/lanai and putting breakables and perishables away in preparation for pressure washing and painting. If Polson has to remove any items to complete the project or If Polson is asked to remove or place them back due to any reason, we are happy to do so, however client agrees to understand Polson is not a certified moving company and will hold Polson harmless for any damage that may occur.

16. Choice of colors and placement are up to the client. The contract covers up to 4 colors on your home, however if the client wants more colors, please discuss with your project manager.

By default, typically all exteriors will be painted with up to 3-4 different colors of the customer's choice as follows unless customer provides otherwise in writing with an agreed response from Polson Painting. Customer will provide their 3-4 color choices (body, trim, fascia/soffit and front door). Unless otherwise notified by the client in writing, the default color scheme placement will be

- House, garage and exterior doors and 1-inch lip against stucco holding soffit in place will be painted the body color
- Trim and fascia/soffit will be the same color as trim
- Gutters (if applicable) will be painted top portion/trim color and downspout/ body
- Front door will be painted a separate color provided by customer via email or text
- Face and insert of exterior bands on the home will be painted trim color
- Band edge will be painted body color

Any questions or desire to change the above, please discuss with your project manager, we are happy to make whatever changes you wish.

17.WASTE FROM YOUR PROJECT I.E PLASTIC, PAPER AND EMPTY PAINT CANS WILL BE PUT INTO PLASTIC BAGS AND LEFT AT FRONT CURB OR IF YOU CHOOSE ON SIDE OF HOME UNTIL YOUR GARBAGE PICK UP DAY.

18. For exteriors any screens to be replaced are the responsibility of the homeowner if access

is needed for proper and safe painting. We will be happy to recommend a vendor for this service

- 19. For any plastic items or decorative fixtures or accents (lights etc), Polson Painting is not responsible for any cracking or damage. These pieces become very brittle with the hot sun hitting them and often crumble when touched. We often recommend replacing these after your painting project. Polson Painting does not replace lights or any door hardware, client will need to hire a professional for those items.
- 20. Pre-existing Broken or defective items often are discovered when your home is having work done to it. Polson does not need to do anything with your electrical systems, any issues would not be a result of our service.
- 21. Please be advised we ask that you move and/or remove any items on your back patio or lanai in preparation for pressure washing and painting. We will be happy to move simple items and our crews will be as careful as they can, however, please understand we will not be held responsible for any damage if we are asked or required to move those items. In addition If any items remaining in the work area (more than a few small items), will need to be moved by the Polson for pressure washing or painting, the Client agrees to pay the Contractor a charge of \$50.00 per man-hour for moving these items with a minimum cost of \$50.
- 22. Your home is a construction zone during painting. While we try our best to make sure we do not damage plants and/or landscaping, ladder placement to complete your project in the most safe and effective manner may cause some damage as well as during pressure washing and / or painting plants could be damaged despite proper prep and rinsing. In addition, some foot traffic may be needed to complete your project. Damage of landscaping or lawn equipment (ie; sprinklers) is possible and you agree to hold Polson Painting harmless. We recommend any landscaping or paver projects be scheduled after your home is painted. Polson Painting will do their best to rinse off any solution from pressure washing, if a client is concerned about their landscaping it is the clients responsibility to protect or cover their plants and they agree to hold Polson harmless. Client understands that Polson Painting uses water based products and all brushes etc must be washed timely and in between color changes therefore will be washed at their property outside as we use water based paint. This will not damage grass etc due to being water based products.
- 23.Client agrees and understands that access to the jobsite must be provided between 8 a.m. and 6 p.m., Monday through Saturday, for the duration of this job. We understand clients may have other schedule needs we need to accommodate and are willing to look at the opportunity to do so, therefore, any changes needed to this will need to be approved at least 48 hours in advance with Polson Painting to ensure proper scheduling. If at any time access is not available to the Contractor outside of agreed upon times, the Client agrees to reimburse the Contractor for expenses incurred for travel and lost time at the rate of \$50.00 per man-hour.
- 24. If your garage or entry exterior door has bubbles or excessive peeling, we can either pressure wash and just paint, which is included in the quote but will be uneven where the bubbles were or where paint was peeling and somewhat patchy looking. We can also offer to strip the garage, prime and paint, which would not be included in the exterior and we would need to quote for that process separate.

#### Client Cancellation Clause:

a.Client agrees to pay a \$200 fee as well as any pressure washing completed at a rate of .15 per sq ft or purchased paint/sample fees for any cancellations 2 business days or less prior to start week of project already agreed upon.

b.For exterior projects, cancellations less than 1 week's notice, or completion of pressure washing, could result in pressure washing fee of .15 per sq ft + any add ons ( columns, side walk, driveway etc) or paint cost charges. Any samples would be billed to customers as well. Most exterior projects are pressure washed 1-2 weeks prior. Customer agrees to pay for any pressure washing completed as well as samples or paint cost for any cancelled projects. c. Client understands that Polson Painting is reserving this time frame for your project and there is some office work involved prior to the start date of your project. Should you need to cancel after accepting the contract, there will be a \$100 cancellation fee to care for those items. If your project is rescheduled there is no fee, the project will be rescheduled based on next available date. Client agrees to these terms.

\*Start date of projects will not be discussed or agreed to until this contract is approved. Client understands that the project managers will not be able to guarantee any start dates for projects until the office confirms a scheduled start date. Polson Painting may cancel this contract at any time. Client may cancel contract at any time, however please see above cancellation clause.

This proposal and agreement constitute the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this contract exists between the parties. This agreement can be modified only by an agreement in writing approved by client and Polson Painting. No other contract supersedes this contract, electronic signature required unless Polson Painting has approved alternate in writing. Certificates of insurance listing the additional insured for clients, are only provided once a signed agreement is received.

Client understands that due to the virus and other events, supplies and volume for paint manufacturers can be impacted. This has not happened in the Florida market at this time. However, in the event Sherwin Williams paint is not available or additional costs are required by the vendor (paint cost increase), Polson will advise the client of potential additional costs and offer the use of another paint vendor with applicable grade paint, however the cost could change for materials cost. We would always offer the client the option to push their project out or use the other paint product and/ or pay additional costs.

#### 5. additional discount for package deal.

(\$300.00)

 Subtotal:
 \$13,985.00

 \*0% Tax:
 \$0.00

 TOTAL:
 \$13,985.00

#### **Terms and Conditions**

- 1. For Exterior Projects It is the sole responsibility of the homeowner to have colors approved by their HOA prior to painting.
- 2. In most cases, your Project Manager will stop by to check on the progress. If you have any issues or concerns during the process, please contact them or the office at 813-244-5270
- 3. If we see anything of major concern during the painting process, you will be informed before we proceed further. Extras will be considered work that is not outlined in the scope above: i.e. wood repairs, major stucco issues, or the painting of lamps. (For example, in many cases it may be cheaper to buy new lamps then to have us paint them in the proper manner). Should you decide you want anything additional completed by Polson Painting, please contact our Office. Please do not attempt to negotiate with the crew for additional work requested.
- 4. This Proposal & Agreement is valid for six (6) months. Delay in acceptance will require a verification of prevailing labor and material cost.
- 5. Polson Painting will produce an industry standard "properly painted surface." A "properly painted surface" is defined as uniform in appearance, color, and sheen. In order to determine whether a surface has been "properly painted" it shall be examined without magnification at a distance of thirty-nine (39) inches or one (1) meter, or more, under finished lighting conditions and from a normal viewing position.
- 6. This proposal and agreement constitute the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this contract exists between the parties. This agreement can be modified only by an agreement in writing signed by both parties.

#### Payment Schedule

NO MONEY DOWN! The full amount of the agreement is to be paid at the completion of the work, unless touch up painting is required to be done at a later date then we will only allow a 10% retainment on the outstanding balance. Payment constitutes Owners acceptance of the work. \*Some projects will have a different payment schedule which will be outlined above in the breakdown of the contract.

\*Additional Touch Ups after initial agreed upon touchups are subject to an additional trip charge of \$50 per man hour

#### **Product Limited Warranty**

Polson Painting projects using Sherwin Williams Paint offer a minimum 5 year manufacturer's warranty. All details are listed on Sherwin Williams's products. This warranty does not cover damages, normal wear and tear, rust, neglect or abuse.

### **Customer Privacy Notice**

In an effort to offer specials and discounts to our customers we will be sending marketing messages from time to time. We absolutely will never sell your information or share it with anyone. If you do not want to receive marketing messages please advise us and we will remove you or you may opt out should you receive a message.

Signatures follow on next page.

### **Signatures**

You hereby authorize Polson Painting to furnish all labor required to complete the work according to the job specifications, terms and conditions of this proposal, for which you agree to pay the amount listed above. This agreement can be terminated by either party, client agrees to pay for costs of actions/materials should they already be purchased if terminating contract.

Client:		
	Ballantrae HOA	Date
Proposal Subr	nitted By:	
-  -	,	
Polson Rep:	Don Polson	
•	Polson Painting	Date

### Thank you for the opportunity to earn your business!

We understand that your home is an important part of your life, and Polson Painting works hard to provide you with the highest quality materials, workmanship, and customer service do deliver a finished product that you will love for year to come. We hope that at the completion of this project, we will be your painters for life!

Polson Painting is proud to provide a 26-month workmanship warranty for our services along with Sherwin William's product warranty. Please see your Project Manager for details, or go to Polsonpainting.com and click on "more" than choose Warranty info for details.

Our company has been providing excellent service to homeowners since 1995 and we would like to add you to our list of satisfied customers. The names below are but a few of those who can help you in deciding which company to hire to enhance the beauty of your home. We are also members of Angie's List and have worked diligently to maintain an "A" rating. Please feel free to call any of the below customers to inquire about our company. Once you have made your decision on Polson Painting, please give us a call.

References:

Mr. and Mrs. Edwards Tampa, FL (813) 731-2378

Mr. and Mrs. Rivers New Tampa, FL (813) 787-6514

John Corn, Manager Sherwin Williams 11685 Sheldon Rd 926-4503

\*When Replying through the quoting/invoicing email system, please be sure to choose "**Reply All**", to ensure that we receive your response!







**EXHIBIT 6** 

**RETURN TO AGENDA** 



Ballantrae

Community Development District

# **MAINTENANCE PROJECT PROPOSAL**

**DECEMBER 06, 2025** 

### **SCOPE OF WORK**

TO PAINT ALL PARKING LOT WHITE LINES AND THE THREE DISABLED PARKING SPACES.

## **COSTS**

1.	LINE PAINTING WAND	\$37.99
2.	STRAIGHT LINE STENCIL	\$136.25
3.	DISABLED BLUE PAINT	\$52.24
4.	DISABLED STENCIL	\$36.09
5.	WHITE SPRAY PAINT	\$47.60

TOTAL COST OF PROJECT

\$310.17

PLEASE ALLOW A VARIANCE OF \$100.00 AS PRICES CHANGE

### **Shopping Cart**



YOOLLE-TOOLS 2395000 Striping Line Painting Wand, Industrial Two-Wheel Striping Spray Paint Wand for Line Paint Stripe Ground,

In Stock

Two-Day

FREE delivery Mon, Dec 8

FREE Returns

Size: 34"

Buy 2, save 14%

1

Delete Save for later

Share

Price

\$37.99

Typical price: \$41.86

Savings: \$3.87 (9%)

Business Price

Save 5% on 2 select

item(s) Terms

\$136.25

4" Line Stencil
Smoted Parting Let Landwish

15 15 Line Stency

25 Pieces Combined
4" http://www.nich.com/
2 Pieces Combined
4" http://www.nich.com/
4" http://www.nich.com/
2 Pieces Combined
4" http://www.nich.com/
4" http://www

Pavement Stencils - 4 inch - Straight LINE Stencil - 4" x 216" x 1/8" (128 mil) - Pro-Grade - (Extra Long 18ft with Extra Wide 10" Overspray

In Stock

Shipped from: STENCIL PROSTORE

FREE delivery Tue, Dec 16

Style: Pro-Grade - 1/8" (126 mil) thick

1

Delete

Save for later Share



Rust-Oleum 6-Pack of 18 oz 263446 Industrial Choice Blue Inverted Striping Spray Paint

In Stock

Shipped from: Hearthshire

Buy 2, save 7%

1

Delete

Save for later

\$52.24

Typical price: \$55.47

Savings: \$3.23 (6%)

Government Price

36" x 36" (1-Pack), Handicap Parking Stencil, ADA Compliant, Reusable Roll-Up Waterproof Handicap Stencil for Parking Lot - Great

Share

In Stock

Two-Day

FREE delivery Mon, Dec 8

FREE Returns

1

Delete

Save for later

Save for later

\$36.09

List Price: \$39.99

Savings: \$3.90 (10%)

Business Price

\$47.60

List Price: \$84,96

**Business Price** 

Savings: \$37.36 (44%)



Rust-Oleum 203030-12PK M1600/M1800 System Industrial Choice Precision Line Inverted Marking Paint 12-Pack, White

In Stock

Shipped from: Amazon

FREE delivery Fri, Dec 12 for Prime members

Color: White

Size: 17 Ounce (Pack of 12)

Pattern Name: Solvent Based

1

Delete

Share

Subtotal (5 items): \$310.17



EXHIBIT 7

**RETURN TO AGENDA** 



Ballantrae

Community Development District

ommunity)

From: "U-Need-Concrete" <messenger@messag. \_o.squareup.com>

To: ballantrae2@tampabay.rr.com

Cc: Bcc:

Priority: Normal

Date: Tuesday December 2 2025 10:26:56AM

You received a new estimate! (#mentmore community)

#### **U-Need-Concrete**

**New Estimate** 

\$3,500.00

Estimate expires on January 1, 2026

View Estimate

#### Estimate #mentmore community sent

December 2, 2025

#### Customer

Ballantrae Community Garry ballantrae2@tampabay.rr.com

#### **Additional Recipients**

uneedconcrete1@gmail.com

#### Message

We look forward to working with you. U-Need Concrete will grind approximately 8 to 9 grindings also breakout and replace with new concrete of approximately 5 yards. This price includes demolishing, disposal and haul off of all old materials. It includes labor and new materials as well as sales tax is included. The concrete used will be of minimum specifications or greater that Pasco County requires. All concrete will be 3000 psi or greater and conform to Pasco County standards. It will have a broom finish and is expected to take one to two days to break out and prepare as well as haul off and demo and. One day to pour. Normally on the day of pour it can be stripped and cleaned and expansion joints put in, if a saw cut is required. It can be done within 24 hours.

ommunity)

Phase 1 grindings and replacement

We accept Zelle, Checks, cash or debit/credit cards with a 3.5% fee. upon approval and commencement of work, we require a 50% deposit \$1750 by your choice of payment and the remaining balance on the day of pour.

Subtotal

\$3,500.00

\$3,500.00

Total

\$3,500.00

#### **U-Need-Concrete**

13164 Hexam Rd Brooksville, FL 34613 United States

Please contact U-Need-Concrete about its privacy practices.



Re: Ballantrae

To: "Ballantrae Community Development District Facility Manager Offices" <Ballantrae2@tampabay.rr.com>

Cc: Bcc:

Priority: Normal

Date: Tuesday December 2 2025 10:38:33AM

Re: Ballantrae

On Tue, Dec 2, 2025 at 9:59 AM Michael&Melissa Shaver <uneedconcrete1@gmail.com> wrote:

Our typical price is going to be \$125 per grinding anything under 1 inch for the raised concrete. We normally charge \$150 each for those, but since you guys have so many, we are willing to go down on the price to \$125. If the concrete is too bad to be ground down or if it will compromise the sidewalk or the situation, then it would be a bust out and repair those typically for a section 4 x 8 section are \$750 each. We will break the community down in phases. Phase one will be the section where we met Garry. You have approximately eight grindings that need to take place there on the sidewalk and in the entrance this includes the Sidewalk piece out in front that measures approximately 5 x 8 and then there are several sections on the interior one between the trees and the wall where the outlet is That section needs to be replaced. There's another section that is broken that needs to be cut out and replaced on any of those sections where half can be saved and only half needs to be reported. We will do that to save you money. If anything can be grind instead of replaced we will also do that to save you money. I will send you a proposal over in a few moments that shows phase one and what it includes when we remove concrete if there is a route or something obstructing underneath, we will remove that in the area, so it does not raise the concrete again. All these prices that I give you include Demolition they include haul off, Disposal is included, Replacement concrete is included in the price. If a pump is required. It's included. All labor is included materials, grinding, wheels, etc. everything is in the price and it also includes sales tax so there's no hidden fees. The price we give you is the price that you pay. When you get a chance, if you do accept our proposal, our normal policy is to charge 50% on the day that we start and the remaining balance on the day that we pour if you have a different idea for proposal for payment, you can run that by me and I can see if we can work with that That's typically what we do. Also, if you would please review our Feedback on Angi's ads it will reflect that Most of-the customers that we have been working with Left us a five star review. We are a small family based Concrete company, we will make sure that you are happy with our work. My husband has 46 years in concrete experience and we aim to make sure that the customer is always happy if there's ever any issues that arise, please call me or text me. I'd be more than glad to come out take a look at it and get the problem resolved as soon as possible. We look forward to working with you guys and Ballantrae and getting these projects done for you

On Tue, Dec 2, 2025 at 9:44 AM Michael&Melissa Shaver <uneedconcrete1@gmail.com> wrote:

Keep an eye on your email in about the next 30 minutes. You should get all of our proposals and everything over. I'm going to go ahead and send the phase one project over and then our price list. I apologize for the delay. I thought that it already went through and that we were just waiting for the meeting with the HOA that's why I didn't bother you about anything. I should've checked with you to make sure everything came across, but I'm glad that you messaged me. some reason it didn't go through the other day there's some kind of an error so I'm going to fix it all up right now and send it out to you just if you don't get anything by 11 o'clock please let me know and I will figure out how to get it to you if I need to send it to your cell phone I will. I checked the email and it is showing up as correct but it's showing up as server error so I'm not sure exactly what's going on with it but I'm going to get it fixed here.

On Mon, Dec 1, 2025 at 7:18 AM Michael&Melissa Shaver <uneedconcrete1@gmail.com> wrote:

I'll see if I can pull it up on my phone if not, it'll probably be later this afternoon around I'd say about 3 PM or so. I'll either drop it back up or go find it and see where it went. Did you happen to check the spam in the junk mail and everything make sure it didn't go in there

On Mon, Dec 1, 2025 at 7:17 AM Michael&Melissa Shaver <uneedconcrete1@gmail.com> wrote:

Ohhh.... I'm on another job site right now, but I'll have to get to my computer and look I sent one out. Maybe it didn't go for some reason. Yeah I sent that like a couple days after I talk to you after my husband and I met with you I sent that out.

On Mon, Dec 1, 2025 at 7:16 AM Ballantrae Community Development District Facility Manager Offices <Ballantrae2@tampabay.rr.com> wrote: | I never received a proposal!!

From: "Michael&Melissa Shaver"

To: "Ballantrae Community Development District Facility Manager Offices"

Cc:

Sent: Monday December 1 2025 7:13:26AM

Subject: Re: Ballantrae

Hey Garry

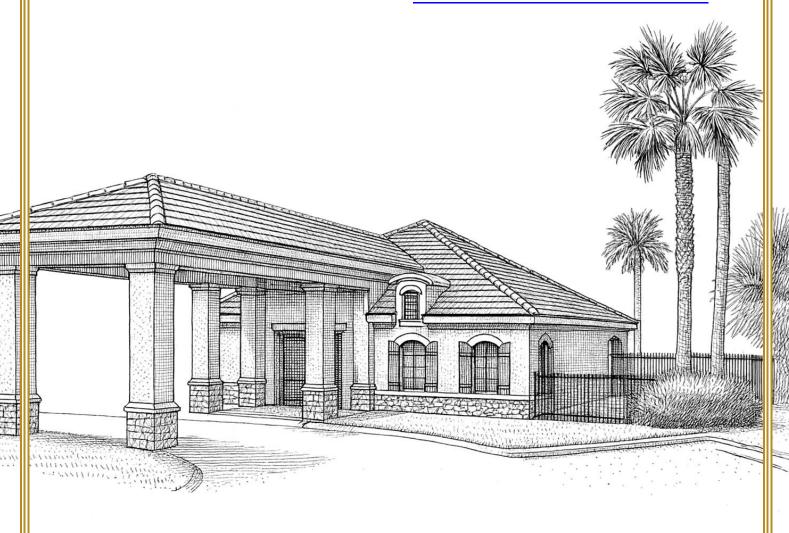
We still want to, just waiting to hear back if the bids got accepted or not, we aren't real far it's a straight shot up the park way, probably 40 minutes.

On Mon, Dec 1, 2025 at 7:11 AM Ballantrae Community Development District Facility Manager Offices <Ballantrae2@tampabay.rr.com> wrote: Garry here, just wondering if you'll are still interested in doing the work out here in Ballantrae? I thought it might be too far?



**EXHIBIT 8** 

**RETURN TO AGENDA** 



Ballantrae

Community Development District



**EXHIBIT 9** 

**RETURN TO AGENDA** 



Ballantrae

Community Development District

From: Heather McDaniel < Heather@lawsoncourts.com >

**Sent:** Monday, November 24, 2025 11:38 AM **To:** Joe O'Reilly < <u>Joe@AnchorstoneMgt.com</u>>

Cc: Patricia Thibault < <a href="mailto:Patricia@AnchorstoneMgt.com">Patricia@AnchorstoneMgt.com</a>; Ballantrae Community Development

District Facility Manager Offices < <a href="mailto:ballantrae2@tampabay.rr.com">ballantrae2@tampabay.rr.com</a>>

Joe,

After careful evaluation, we have determined that the courts will require a full renovation rather than a standard resurfacing. Due to their age and current condition, the underlying structural issues cannot be resolved with a surface-level repair, and a resurfacing alone would not provide a long-lasting or reliable result.

Regarding the contract you provided for the resurfacing work, we are unable to sign it because the expectations and warranty terms outlined do not align with what can realistically be guaranteed given the current deterioration of the courts.

Additionally, at this time of year, we are unable to perform resurfacing. As temperatures drop, the coating materials will not cure properly, which compromises the quality and longevity of the finished surface. For this reason, we do not schedule resurfacing work during the colder months.

If you would like to move forward with a comprehensive contract and full warranty, a complete renovation would be necessary. This would also include the discussion and potential replacement of the fencing, which ties directly into a full-scope renovation project.

A full renovation is completed in stages and requires approximately 90+ days from start to finish. This includes demolition and replacement of the fence and court base, installation of new materials, and finally the surfacing. The new base and asphalt must cure for 45–60 days before the surface coatings can be applied.

A full renovation contract would also include progress payments and allow us to provide a more robust warranty—something that is not possible with resurfacing given the courts' current condition.

Please let us know how you would like to proceed, and we will be happy to prepare a new full renovation proposal for your review.

Respectfully, **Heather McDaniel** ~ Office Manager ~



### **Tennis Courts Resurfacing Services Agreement**

This Tennis Courts Resurfacing Services Agreement (this "Agreement") is entered into as of November 25, 2025 between Lawson Courts, Inc., a Florida profit corporation (the "Contractor") and the Ballantrae Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the "District").

#### **Background Information:**

The District owns and maintains various amenities at its clubhouse located at 17611 Mentmore Blvd, Land O' Lakes, FL 34638. The tennis courts have undergone normal wear and tear which requires maintenance, cleaning, and resurfacing services. The Contractor represents that it is duly licensed in the state of Florida and qualified to perform the job duties and has any and all approvals and licenses as required by law to provide these services. The Contractor is familiar with the District's property. In consideration of the Contractor's agreement to perform the services described below and the District's agreement to compensate the Contractor the parties desire to enter into this Agreement.

#### **Operative Provisions:**

1. <u>Incorporation of Background Information</u>. The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

#### 2. <u>Description of Work</u>.

- a. The Contractor shall perform all work, including all labor, material, equipment, supplies, tools, supervision, services, transportation, and all other necessary incidental items required for the complete performance of the work as described in the Contractor's proposal dated September 17, 2025, the relevant portions of which are attached hereto as **Exhibit A**.
- b. Contractor shall coordinate with the District Manager for any color choices or other options described in their proposal.
- c. At the conclusion of the work, the Contractor has a duty to dispose of any waste material at an off-site waste disposal facility.
- d. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work.
- e. All materials and specifications are guaranteed to be as specified.

#### 3. Responsibilities of the Contractor.

- a. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards and best management practices.
- b. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- c. Should any work and/or services be required which are not specified in this Agreement or any addenda, 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.
- d. Upon discovery of any information, concealed conditions, or defect that may affect the work, the Contractor shall immediately provide the District written notice of such information or defect. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
- e. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- 4. Care of the Property. Contractor agrees to keep the property clean and orderly during the course of the

work and to remove all materials, debris, equipment, and machinery at the completion of each workday. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within 48 hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages or the District may elect to deduct the costs of the repair from the payment to Contractor for the work under this Agreement.

- **5.** Responsibilities of the District. The District will be responsible for providing water and electricity for use by the Contractor in performing their services under this Agreement.
- **6.** <u>Time of Commencement and Completion Date</u>. The District Manager and Contractor will coordinate when the work will commence, which shall be within 60 days from the date of this Agreement. The Contractor will complete the work within 10 calendar days, subject to additional time upon mutual agreement for weather and other delays, from the date the work was commenced. Time is of the essence.
- 7. <u>Compensation</u>. The District agrees to pay to Contractor an aggregate amount \$30,000.00 for the work described above as broken out below:
  - a. The District shall pay to Contractor a \$10,000 refundable deposit prior to the work commencing.
  - b. Upon commencement of the work, the Contractor shall submit an invoice to the District for an additional \$5,000.
  - c. After the work is completed and after a District representative has inspected and signed off on the work, the District shall pay to Contractor the remainder amount.
  - d. The District agrees to pay to Contractor within 30 days of receipt of the invoice from Contractor.
  - e. 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.
- 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 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 material men, 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 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. Any fees or fines incurred or imposed due to noncompliance shall be borne solely by the Contractor.
- 9. <u>Permits</u>. All permits necessary for the work to be performed under this Agreement shall be obtained and by the Contractor and paid for by the District. Contractor will be responsible for any fines or penalties assessed against District as a result of Contractor's work (including securing a permit or providing the necessary documentation for a permit exemption).
- **10.** <u>Additional Services</u>. When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment, addendum, change order, or work order authorization.

#### 11. Warranty.

- a. The Contractor warranties that the work (a) conforms to the requirements of the this Agreement, (b) was performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, building codes, and applicable regulations, (c) was performed without defects in materials to the extent the materials were provided by Contractor, and workmanship, (d) consists of new unused materials to the extent the materials are provided by Contractor, (e) is fit for the particular purposes or uses contemplated by this Agreement, (f) conforms to all accepted models and samples and all affirmations of fact, promises, descriptions or specifications agreed upon by the District and Contractor.
- b. If within 1 year after the date of final payment by the District any portion of the work (labor and materials) is found not to comply with the requirements of this Agreement, then Contractor shall correct such noncompliant portion of the work at its expense promptly after receiving written notice from District requesting such correction. These time periods shall be extended with respect to portions of the work completed after the payment by the District by a period equal to the time between the date of completion and the actual completion of such portion of the work.
  - i. This guarantee excludes normal wear and tear, abuse or neglect, and any other conditions beyond contractor's control (such as acts of God or nature, sub-base settling, structural cracks, structural or shrinkage cracks, cracks of any kind, growth of mushrooms and or tree roots under the asphalt, fading of paint, hydrostatic pressure bubbles, intrusion of grass or weeds, graffiti, or other acts of vandalism, damage from roller blades, skateboards, bicycles, maintenance equipment and/or related fluids, and/or other such implements and/or apparatus).
- c. Contractor's warranty in this section is in addition to and does not limit in any way District's claims for latent/patent defects or claims for warranties set forth by law, or any implied warranties recognized by applicable statutory or common law.
- d. At time of final payment, Contractor will supply a copy of all warranties supplied by manufacturers along with all manufacturer's instructions. Contractor will assist the District with any warranty claims.
- e. Contractor warranties that the labor will meet all requirements of any manufacturer to honor the manufacturer's warranty for materials and labor.
- f. Contractor shall assign and transfer to the District all warranties and guaranties received by Contractor in connection with any work, materials, equipment and components furnished by Contractor. If such warranties and guaranties are not by their terms assignable, Contractor agrees to initiate claims and enforce such warranties in accordance with their terms for the benefit of District upon demand.
- g. Refusal of a subcontractor responsible for the defective work to correct such work shall not excuse the Contractor from performing under this warranty.
- h. The provisions of this section shall survive approval of the work under this Agreement.
- **12.** <u>Insurance</u>. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
  - a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - b. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
  - c. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
  - d. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

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 coverage, as certified, shall not be effective within 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.

- 13. <u>Indemnification</u>. Contractor agrees to indemnify and hold the District and its officers, agents and employees harmless from any and all liability, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorney's fees and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.
- 14. <u>Limitations on Governmental Liability</u>. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, 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 the Doctrine of Sovereign Immunity or by operation of law.
- 15. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
- **16.** Third-Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein 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.
- 17. <u>Termination</u>. Either party shall have the right to terminate this Agreement upon 10 days written notice. Upon receipt of a termination notice Contractor will cease performance of the work. Contractor will be entitled to receive as its exclusive remedy payment for the actual cost the work performed up to the time of receipt of the notice (as the percentage of completion is reasonably determined by the District) with the compensation amount being prorated accordingly, if the deposit exceeds these costs, Contractor shall refund the appropriate amount to the District.
- **18.** Governing Law and Venue. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county in which the District is located.
- **19.** <u>Amendment</u>. 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.

- **20.** <u>Assignment.</u> Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignment entered into without the written approval of the District shall be invalid and unenforceable.
- 21. Enforcement of Agreement. 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. In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.
- 22. <u>No Waiver</u>. The failure of the District to enforce at any time or for any period of time any one or more of the provisions of this Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
- **23.** <u>Arm's Length Transaction</u>. 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.
- **24.** <u>Authority to Execute</u>. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.
- **25.** <u>Counterparts.</u> 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.
- **26.** Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.
- **27.** <u>Anti-Human Trafficking.</u> Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor will provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.
- 28. <u>E-Verification</u>. Pursuant to Section 448.095(2), Florida Statutes,
  - a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
  - b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
    - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

- c. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.
- 29. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Agreement and 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 the information technology systems of the District.

IF THE INSTRUCTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE INSTRUCTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407.221.9153, BY EMAIL AT PATRICIA@ANCHORSTONEMGT.COM, OR BY REGULAR MAIL AT 255 PRIMERA BOULEVARD, SUITE 160, LAKE MARY, FL 32746.

- **30.** <u>Severability</u>. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- **31.** <u>Notice</u>. Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

To the Contractor:

PO Box 6 Bradenton, FL 34206

info@lawsoncourts.com

To the District:

c/o Anchor Stone Management 255 Primera Boulevard

Suite 160,

Lake Mary, FL 32746

Attn: Patricia Comings-Thibault Patricia@AnchorstoneMgt.com

**32.** Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

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

Lawson Courts, Inc.	Ballantrae Community Development Distric	
Joel Lawson	Richard Levy	
President	Chair of the Board of Supervisors	

### Exhibit A



P.O. Box 6 Bradenton, FL 34206

since 1984
www.lawsoncourts.com
info@lawsoncourts.com
PROPOSAL/CONTRACT

Phone: (941) 748-3399

Fax: (941) 748-3393

Today's Date:	
September 17, 2025	
Email: joe@anchorstonemgt.com	
Phone: 732-673-1184	
	September 17, 2025  Email: joe@anchorstonemgt.com

We hereby submit an estimate for: Resurface (1) Double Tennis Court

- 1. Set up working area, clean trash, and debris off the court.
- Roll and grind the court with an industrial grinder of any surface bumps.
- Flood the Court with clean water. Those areas we deem necessary will have minimal leveling, with non-shrink leveling material.
- Examine the surface for existing cracks. Those areas we deem necessary will be filled with special crack patch material.
- After all the patching and leveling is complete, we then cover patched or hairline cracks with 1' wide strips of fiberglass membrane. This will slow their return. New cracks may appear in the future due to ground movement.
- After the patching and leveling is complete, we will install an all-new playing surface. This will
  consist of <u>two coats</u> of fortified, <u>black resurface</u>, and <u>two coats</u> of Fortified Acrylic latex colors. (
  and \_\_) All coats to be fortified with silica sand.
- 7. Install new sets, white 2" Tennis playing lines on the courts.
- 8. Clean the net posts of loose corrosion and apply new, specific industrial paint to net posts.
- 9. Install 2 Heavy Duty Tennis Nets.
- 10. Clean up the staging area and remove any construction debris.

#### PRICE:

We propose hereby to furnish material and labor for the sum of:

Thirty thousand and 00/100 Dollars----(\$30,000.00)

#### **PAYMENT AS FOLLOWS:**

Deposit, Materials, mobilization: \$18,000.00

Balance Upon Completion: \$12,000.00

\*\*\* We expect total payment upon completion. All late payments will be charged 1.5% per month 18% per year. \*\*\*

Authorized Initial for Lawson Courts, Inc.:	Authorized Initial for Ballantrae CDD:
---------------------------------------------	----------------------------------------



P.O. Box 6 Bradenton, FL 34206

Name and Phone:

Resurface Two Tennis Court-

since 1984

Phone: (941) 748-3399 Fax: (941) 748-3393

Page 2 of 2

# www.lawsoncourts.com info@lawsoncourts.com

#### **OWNER OR OWNER'S AGENT'S RESPONSIBILITIES:**

- 1. Provide suitable access to potable water at court site for base construction, flooding of court(s) mixing materials.
- 2. Owner Shall use professional service to mark all underground electrical, plumbing, irrigation etc. in the access area.
- If the owner requires initiation of contract despite inadequate access, Lawson Courts shall back charge a minimum of \$150.00 per hour for extra work/or down time due to the above. Back charge is subject to change.
- Any alteration or deviation from the above specifications involving extra costs will be executed on upon written orders and will become an extra charge over and above estimate.

Name and Phone:

5. Provide 2 designated contact people to be in communication with Lawson Courts and Gate Access if Applicable.

	CONDITION OF CALL
6	CONDITION OF SALE  The Purchaser and Seller or its assigns agree to the purchase and sale of above-described property on the following
	conditions:
0	Purchaser will pay to Seller or its assigns the Total Contract Price in accordance with the terms set forth.
0	If the Purchaser shall default in the payment of any installment or violate any of the provisions of this Contract, the Seller or its assigns shall have the right to declare due the whole amount unpaid and without notice or demand, legal process, liability for trespass or damages, and without prejudice to other action, enter the premises where said property may be repossess and remove same.
0	Lawson Courts will exercise care, but will not be held responsible for damage caused by normal construction operations (damage to sod, landscaping, sprinkler lines, pavement access, etc.)
0	Scheduled start date and completion date are subject to change.
0	That there are no agreements or warranties in connection with this transaction which are not expressly set forth in this Contract.
0	Buyer hereby assigns without recourse Lawson Courts the right and interests of the material and equipment in the above Contract and in the property described therein until paid in full.
6	Venue for any legal actions shall be Manatee County, FL.
٥	This service comes with a <u>One-Year limited warranty against excessive fading or surface delamination; this is contingent upon proper court maintenance</u> . Hairline cracks may appear in the future due to ground movement; this is beyond our control. There is no warranty against cracks. There is no warranty against abuse by players or excessive high winds or flooding.
work ren due, plus fees (incl	les agree that in the event that payment is not made as provided herein, Contractor may terminate this contract, refuse to complete any naining pursuant to the contract, and any alternate proposals, amendments, changes, or modifications thereto, and sue for the payment any work performed by contractor up until the date of termination, including a reasonable profit and overhead, court costs, attorney's uding attorney's fees incurred in arbitration and administrative proceedings and all state and federal actions and appeals), and interest te of 1 ½% per month, 18% per year.
	Signature for Lawson Courts, Inc.:Joel Lawson Date: SEPT 17 <sup>th</sup> , 2025  **Note: This proposal may be withdrawn by us if not accepted within30days. **
	ACCEPTANCE OF PROPOSAL/CONTRACT
The abo	ove prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
Print Na	me: Signature: Date:



EXHIBIT 10

**RETURN TO AGENDA** 



Ballantrae

Community Development District

#### MINUTES OF 11/20/25 REGULAR MEETING BALLANTRAE COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Ballantrae Community Development District was held Thursday, November 20, 2025 at 6:30 p.m. at Ballantrae Community Center, 17611 Mentmore Blvd., Land O'Lakes, Florida 34638. The public was able to listen and/or participate in-person or live via conference.

#### I. Call to Order and Roll Call

The meeting was called to order by the District Manager Ms. Thibault. Roll was called and a quorum was confirmed with the following Supervisors present:

Richard Levy	
·	
Kendrick Miller	Board of Supervisors, Assistant Secretary
	Board of Supervisors, Assistant Secretary
resent were:	······································

Also present were

esent were:	
Patricia Thibault	District Manager, Anchor Stone Management
Joe O'Reilly	Field Manager, Anchor Stone Management
Kevin Hillier	Account Manager, Steadfast
Matt Goldrick	
Joe Champion (via phone)	
Greg Woodcock (via phone)	
Garry Kubler	

It was acknowledged that a quorum was established with the Chair Levy, Vice Chair Milano, Supervisor Miller, Supervisor Giacobbe, present in person.

#### II. Audience Questions and Comments on Agenda Items (limited to 3 minutes per individual)

No audience comments were made.

#### 29 III. Vendor & Professional Reports

#### A. Steadfast Environmental Report

Representatives from Steadfast Environmental were present and available to address environmental matters. No specific action items or motions were taken under this report.

#### 1. Conservation Area Inspection Report

The Conservation Area Inspection Report was not discussed.

#### 2. Waterway Inspection Report

The Waterway Inspection Report was discussed. It was reported that the aeration system at Pond 4 is not operational and noted that the system is connected to a well pump. It was advised that an electrician would be contacted to investigate the issue.

#### ❖ Florida fountains – walk on proposal for East Fountain - \$2808

A walk-on proposal from Florida Fountains for repairs to the East Fountain in the amount of \$2,808 was presented and approved by the Board by motion.

On a MOTION by Supervisor Milano, SECONDED by Supervisor Miller, WITH ALL IN FAVOR, the Board approved the Florida fountains Proposal for East Fountain - \$2808 for the Ballantrae Community Development District.

#### **B.** Steadfast Maintenance Division

#### 1. Presentation & Discussion of Maintenance Report

The Maintenance Report was presented and discussed. Discussion included proposed removal of four dead trees and one fallen tree, recent mulch installation and proper placement, trimming pine trees along sidewalks to provide additional clearance, and pruning branches from an oak tree near the new playground structure to address encroachment.

Ballantrae CDD
Regular Meeting
November 20, 2025
2 of 7

#### 2. Consideration of Steadfast Proposals:

#### Removal of (4) Dead Trees - \$2,300

The Board discussed the proposal for the removal of four dead trees located in the front and side areas of the District. It was noted that the proposal was limited to trees confirmed to be dead. The Board approved the proposal in the amount of \$2,300 by motion.

On a MOTION by Supervisor Milano, SECONDED by Supervisor Giacobbe, WITH ALL IN FAVOR, the Board approved the Steadfast Proposal - Removal of (4) Dead Trees - \$2,300 for the Ballantrae Community Development District.

On a MOTION by Supervisor Milano, SECONDED by Supervisor Miller, WITH ALL IN FAVOR, the Board approved NTE \$3,300 for Steadfast to cut additional four (4) trees for the Ballantrae Community Development District.

#### Removal of (1) Fallen Dead Tree on the Boulevard - \$550

The Board discussed the removal of one dead tree that had recently fallen on the Boulevard and approved the proposal in the amount of \$550 by motion.

On a MOTION by Supervisor Miller, SECONDED by Supervisor Milano, WITH ALL IN FAVOR, the Board approved the Steadfast Proposal - Removal of (1) Fallen Dead Tree on the Boulevard - \$550 for the Ballantrae Community Development District.

#### ❖ Installation of Sod in Various Areas - \$27,027.50

The Board discussed the proposal for sod installation in various areas of the District. It was noted that the scope was broken down by area to allow the Board to review and determine priorities. No action was taken at this time.

#### **❖** Installation of Winter Annuals - \$11,229.70

The Board discussed the proposal for the installation of winter annuals, noting that existing annuals were declining and in need of replacement. Following discussion, the Board approved the proposal in the amount of \$11,229.70 by motion.

On a MOTION by Supervisor Milano, SECONDED by Supervisor Miller, WITH ALL IN FAVOR, the Board approved the Steadfast Proposal - Installation of Winter Annuals - \$11,229.70 for the Ballantrae Community Development District.

#### Installation of Loropetalum & Gold Mound - Center Island at Clubhouse - \$1,207.50

The Board discussed the proposal to install Loropetalum and gold mound plantings at the center island near the clubhouse as part of landscape improvements. After discussion, the Board approved the proposal in the amount of \$1,207.50 by motion.

On a MOTION by Supervisor Milano, SECONDED by Supervisor Miller, WITH ALL IN FAVOR, the Board approved the Steadfast Proposal - Installation of Loropetalum & Gold Mound - Center Island at Clubhouse - \$1,207.50 for the Ballantrae Community Development District.

#### C. Stantec - Project Manager Greg Woodcock

Mr. Woodcock provided an update on the Amenity Center and advised he will work to schedule a re-kickoff meeting for the beginning of the year, targeting the second week of January. He noted he is coordinating with the architect and District staff and will circulate several date options to narrow down and confirm one meeting date.

#### D. Amenity Manager

The Board discussed a proposed community event featuring Santa Claus to be held on December 13, 2025, for District residents. It was noted that a resident, Realtor Emily Yakin, offered to organize the event, which would include Santa and activities for children. The Board discussed waiving insurance requirements and District fees for the resident-organized event.

The Board also discussed coordinating the event with a ribbon cutting for the new playground and utilizing vendor contributions from Steadfast and Stantec to provide food trucks and refreshments. Logistics discussed included event timing, food truck placement, trash management, signage, and community notifications.

Following discussion, the Board approved the Santa community event and waived applicable insurance and District fees by motion.

On a MOTION by Supervisor Milano, SECONDED by Supervisor Miller, WITH ALL IN FAVOR, the Board approved the Santa Claus – December 13th from 1 – 5pm with all Costs Waived for the Ballantrae Community Development District.

#### 1. Consideration of Proposal: Fire Tablet for Track Lighting - \$137.19

The Board discussed the purchase of a Fire tablet to operate the track lighting, noting the system could be operated via Wi-Fi/Bluetooth and that staff had been using individual devices. The Board discussed tablet sizing (including the 10" and 11"), the potential to purchase during Black Friday sales, and purchasing cases. The Board approved an amount not to exceed \$160 for the purchase of two Fire tablets (11") and cases.

On a MOTION by Supervisor Milano, SECONDED by Supervisor Miller, WITH ALL IN FAVOR, the Board approved the Fire Tablet for Track Lighting Proposal - \$137.19 (two for \$69.99 each) for the Ballantrae Community Development District.

#### 2. Consideration of Proposals for Tennis Court Resurface

The Board discussed proposals for resurfacing the tennis courts, including a review of scope, pricing, vendor experience, warranty considerations, and available reserve funding. Discussion included clarification of proposal amounts, line items, and the longevity of repairs, as well as comparison of vendor history and prior work in the area.

#### **Lawson Courts - \$30,000**

The Board discussed the proposal from Lawson Courts for resurfacing the tennis courts, including confirmation that the project cost is funded through the District's reserves. Following discussion, the Board approved the proposal from Lawson Courts in the amount of \$30,000 by motion.

On a MOTION by Supervisor Milano, SECONDED by Supervisor Giacobbe, WITH ALL IN FAVOR, the Board approved the Lawson Courts Proposal for \$30,000, to be funded from the District's reserve accounts for the Ballantrae Community Development District.

#### ❖ Courtworks – Structural Crack Repair & Court Resurfacing - \$33,070.80

The proposal from Courtworks was reviewed and discussed, including structural crack repair and resurfacing scope; however, no action was taken on this proposal.

#### 3. Consideration of Proposals for Tennis Court Fence

The Board discussed multiple proposals for replacement of the tennis court fence, including scope of work, pricing, whether posts would be painted, and overall value. Discussion also included comparison of detailed versus limited scopes and confirmation of available reserve funding.

#### ❖ Florida Commercial Care - \$9,9190.50

The Board discussed the proposal from Florida Commercial Care, noting the detailed scope of work and overall value. Following discussion, the Board approved the proposal from Florida Commercial Care in an amount not to exceed \$9,919.50 by motion.

On a MOTION by Supervisor Milano, SECONDED by Supervisor Miller, WITH ALL IN FAVOR, the Board approved the Florida Commercial Care Proposal for the Tennis Court Fence in the amount of \$9,9190.50 to be drawn from the asset reserve for the Ballantrae Community Development District.

Ballantrae CDD
Regular Meeting
November 20, 2025
4 of 7

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The proposal from CourtWorks was reviewed and discussed; no action was taken.

#### **❖** Total Quality Fence - \$12,.328.80

The proposal from Total Quality Fence was reviewed and discussed, including scope details; no action was taken.

#### **Bryans Fence - \$9,400**

The proposal from Bryans Fence was reviewed and discussed; no action was taken.

#### **❖** Vilo Fence – Replace Mesh Only - \$9,675

The proposal from Vilo Fence, which included replacement of mesh only, was reviewed and discussed; no action was taken.

#### 4. Consideration of Proposals for Fence Caps

The Board discussed proposals for replacement of fence caps, including pricing, material options, quantities required, installation methods, and the purchase of additional caps for future use.

#### **Vilo Fence - \$643.48**

The proposal from Vilo Fence was discussed, which included the supply and installation of fence caps. The Board reviewed the cost associated with installation and compared it to alternative purchasing options. No action was taken on this proposal.

#### **❖** Amazon - Dunzy - \$251.94 or Alloy Fence Caps \$323.88

The Board discussed purchasing fence caps through Amazon, comparing Dunzy and Alloy cap options, pricing, and fit specifications. Discussion included confirming the number of caps needed and purchasing additional caps to have spares available. Following discussion, the Board approved the purchase of fence caps from Amazon, including additional quantities, in an amount not to exceed \$323.88 by motion.

On a MOTION by Supervisor Miller, SECONDED by Supervisor Milano, WITH ALL IN FAVOR, the Board approved the Amazon – Dunzy Proposal with Amount Not to Exceed \$272.82 for the Ballantrae Community Development District.

#### 5. Signarama Proposal - Alligator Signage with U Posts \$1,200.42

The Board discussed the proposal from Signarama for alligator warning signage with U posts. It was noted that the District is already in compliance with required signage and that additional signs were not needed. No action was taken on this proposal.

#### 6. Consideration of Proposals for Basket Ball Court Resurface

The Board discussed proposals for resurfacing the basketball court, including scope of work, pricing, and usage of the facility. It was noted that available funding had been allocated to the tennis court project. No action was taken, and the item was tabled for future consideration.

#### **A** Lawson - \$19,000

The proposal from Lawson was reviewed and discussed; no action was taken.

#### **CourtWorks - \$28,149.10**

The proposal from CourtWorks was reviewed and discussed; no action was taken.

#### 7. Consideration of Painting Proposals for Painting Front Entrance & Clubhouse

The Board discussed multiple painting proposals for the clubhouse, front entrance, and monument signage, including scope of work, pricing, color consistency, and the possibility of bundling additional amenity structures into a single project.

#### **❖** Polson Painting - Clubhouse - \$12,585

The Board discussed the proposal from Polson Painting for painting the clubhouse and noted the pricing was competitive. Discussion included whether the scope should be expanded to include additional structures such as the pool

Ballantrae CDD
Regular Meeting

November 20, 2025
5 of 7

house and front entrance and whether all structures should be painted using the same color scheme. The Board directed staff to request a revised proposal from Polson Painting to include the additional structures before taking action.

#### ❖ DBA Elite Painting & General Contractor Services - Front Entrance & Monuments - \$39,970

The proposal from DBA Elite Painting & General Contractor Services was reviewed and discussed, including the scope covering the front entrance and monument signage. No action was taken.

#### **❖** All State Painting – (2) Monuments - \$13,275

The proposal from All State Painting for painting two monument signs was reviewed and discussed. No action was taken.

#### 8. Presentation of Amenity Center Report & Task List for Discussion

The Amenity Center Report and supporting documentation were presented and discussed, focusing on maintenance oversight, reporting structure, and accountability.

#### **❖** November Summary Analysis

The District Manager presented the November Summary Analysis, providing an overview of amenity operations and maintenance activities during the month.

#### **\*** Example Daily Maintenance Task List

An example daily maintenance task list was reviewed, outlining how daily responsibilities are assigned to individual staff members and documented. Discussion included certification status for pool maintenance, use of paper task lists maintained on-site, staff sign-off procedures, and the progression from daily to weekly and monthly task tracking. The Board discussed adding a separate "Projects for the Week" list and requested that weekly project updates be provided on Mondays for inclusion in future agendas.

#### **\$** Landscape Maintenance Review

The District Manager reviewed the landscape maintenance grading process, explaining the weekly property walk-throughs, division of the community into quadrants, scoring methodology, performance thresholds, and identification of areas requiring attention. Discussion included the impact of seasonal annual replacement on scores and the use of photographic documentation. The Board discussed sharing the reports with the landscape vendor as a performance management tool.

#### 202 IV. Administrative Items

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# 1. Consideration for Acceptance: Minutes of the Regular Meeting of Board of Supervisors Held October 16, 2025

The Board reviewed the minutes of the Regular Meeting of the Board of Supervisors held October 16, 2025. It was noted that the meeting was brief and no corrections were requested. Following review, the minutes were accepted by motion.

On a MOTION by Supervisor Milano, SECONDED by Supervisor Giacobbe, WITH ALL IN FAVOR, the Board accepted the Minutes of the Regular Meeting of Board of Supervisors Held October 16, 2025 for the Ballantrae Community Development District.

#### 2. Consideration for Approval: The September 2025 Unaudited Financial Statements

The September 2025 unaudited financial statements were presented and reviewed. The District Manager discussed the year-end financial position, rollover amounts, and overall budget performance, noting that the District entered the new fiscal year with a lower rollover than in prior years. Following discussion, the Board approved the September 2025 unaudited financial statements by motion.

On a MOTION by Supervisor Giacobbe, SECONDED by Supervisor Milano, WITH ALL IN FAVOR, the Board approved the September 2025 Unaudited Financial Statements for the Ballantrae Community Development District.

#### 3. Consideration for Approval for Ratification

- Illuminations Track Lighting for Fascia Repair \$2,450
- Steadfast Electric Breaker \$360

Ballantrae CDD
Regular Meeting
November 20, 2025
6 of 7

The Board reviewed ratification items for work previously completed to address operational and maintenance needs.

On a MOTION by Supervisor Miller, SECONDED by Supervisor Giacobbe, WITH ALL IN FAVOR, the Board approved the ratifications of Illuminations Track Lighting for Fascia Repair - \$2,450 and Steadfast Electric Breaker - \$360 for the Ballantrae Community Development District.

#### 226 V. Other Items to be Introduced

1. Consideration for Adoption Resolution 2026-01, Amending the Budget For The Fiscal Year Beginning October 1, 2024, And Ending September 30, 2025

The District Manager presented Resolution 2026-01, explaining that the amendment was required to reconcile actual revenues and expenditures for the fiscal year, including adjustments to the general fund and reserve accounts. Discussion included budget variances, prior landscape and irrigation expenses, transfers to reserve funds, and the District's reduced rollover balance entering the new fiscal year. Following discussion, the Board adopted Resolution 2026-01 by motion.

On a MOTION by Supervisor Miller, SECONDED by Supervisor Milano, WITH ALL IN FAVOR, the Board approved adoption of the Resolution 2026-01, Amending the Budget For The Fiscal Year Beginning October 1, 2024, And Ending September 30, 2025 for the Ballantrae Community Development District.

#### 2. Anchor Stone Management Contract Termination and District Management Transition

The District Manager brought up the termination notice submitted to the Board by Anchor Stone Management.

Following discussion, the Board approved early termination of the Anchor Stone Management contract effective December 18, 2025, and directed staff to coordinate with District Counsel to prepare the required agreements and resolutions for Board consideration at the December 18, 2025 meeting, including those regarding transitioning to Haven Management Solutions as of December 19, 2025.

On a MOTION by Supervisor Milano, SECONDED by Supervisor Giacobbe, WITH ALL IN FAVOR, the Board accepted the Anchor Stone Management Contract Termination as of December 18, 2025 for the Ballantrae Community Development District.

#### 245 VI. Audience Comments New Business Items (limited to 3 minutes per individual)

There were no audience comments on new business items.

#### 247 VII. Supervisor Requests

Supervisor requests were discussed, including the condition of District facilities and upcoming maintenance activities. Discussion included whether additional roofing may require evaluation or replacement, scheduling of pool closure beginning December 1, 2025, to allow for pressure washing starting December 3, 2025, with anticipated completion by December 7, 2025, and the need for appropriate signage during the closure period.

Additional discussion included the status of irrigation mapping and sprinkler system repairs, maintaining District water barriers to prevent turf loss, and the condition of planters and annual plantings at the front entrance. Direction was given to follow up with the appropriate vendors regarding these items.

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255 VII	II. Adjournment			
256	There being no further business, the meeting was adjourned	There being no further business, the meeting was adjourned		
257 258	On a MOTION by Supervisor Milano, SECONDED by Supervisor Giacobbe, WITH ALL IN FAVOR, the Board adjourned the Meeting for the Ballantrae Community Development District.			
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260 261 262 263	is hereby advised that they may be responsible for ensuring all testimony and evidence upon which the appeal is based.			
264 265 266 267 268	December 18, 2025.	rd of Supervisors during a publicly noticed meeting held or		
269 270 271 272 273 274	Signature	Signature		
<ul><li>275</li><li>276</li><li>277</li></ul>	Printed Name □ Secretary □ Assistant Secretary	Printed Name □ Chairman □ Vice Chairman		
278	Following is the Summary of the Approved Proposals as per	the Board of Supervisors Request:		
279	Florida fountains – walk on proposal for East Fountain - \$2808			
280	Steadfast Removal of Four (4) Dead Trees - \$2,300			
281	Steadfast Cut additional Four (4) Dead Trees - NTE \$3,300			
282	Steadfast Removal of (1) Fallen Dead Tree on the Boulevard - \$550			
283	teadfast Installation of Winter Annuals - \$11,229.70			
284	Steadfast Installation of Loropetalum & Gold Mound - Center Island at Clubhouse - \$1,207.50			
285	Fire Tablet for Track Lighting Proposal - \$137.19 (two for \$69.99 each)			
286	Tennis Court Resurface - Lawson Courts Proposal for \$30,000, to be funded from the District's reserve accounts			
287	Tennis Court Fence - Florida Commercial Care - \$9 9190 50			

Fence Caps - Amazon – Dunzy Proposal with Amount Not to Exceed \$272.82



EXHIBIT 11

**RETURN TO AGENDA** 



Ballantrae

Community Development District

# Ballantrae Community Development District

Financial Statements (Unaudited)

Period Ending October 31, 2025

#### Ballantrae CDD Balance Sheet October 31, 2025

#### Ballantrae CDD

ASSETIS:   CASH - OPERATING ACCTS	bananuae CDD	C	GENERAL FUND	RESERVE FUND	DS-2015 FUND	TOTAL
3 CASH - OPERATING ACCTS-RESTRICTED 4 CASH - OPERATING SOUTHSTATE 5 CASH - DEBIT CARD SOUTHSTATE 6 PETTY CASH 7 INVESTMENTS: 8 ASSET RESERVE 7 SASSET RESERVE 8 ASSET RESERVE 9 EMERGENCY RESERVE 10 PARK DEVELOPMENT 10 PARK DEVELOPMENT 11 SILL PAYMENT RESERVE 11 SINKING FUND-SERIES 2015 12 SINKING FUND-SERIES 2015 13 REVENUE-SERIES 2015 14 RESERVE-SERIES 2015 15 PEEPAYMENT-SERIES 2015 16 INTEREST-SERIES 2015 17 ACCOUNTS RECEIVABLE 18 ALLOWANCE FOR UNCOLLECTED DEBT 19 ASSESSMENTS RECEIVABLE - ON ROLL 10 ASSESSMENTS RECEIVABLE - ON SASSESSMENTS RECEIVABLE - EXCENS FEES 1 SPEPA ASSESSMENTS RECEIVABLE - ON ROLL 1 DUE TROM OTHER FUNDS 1 ASSESSMENTS RECEIVABLE 2 SIRVAL ASSETS 2 DEPOSITS 3 REVEA DEPOSITS 3 REVEA DEPOSITS 4 TOTAL ASSETS 5 LABILITIES 2 LABILITIES 2 LABILITIES 2 LABILITIES 3 REVEA DEPOSITS 4 LA LOWANCE FOR UNCOLL - DEPOSITS 5 LABILITIES 2 LABILITIES 3 REVEA DEPOSITS 5 LABILITIES 2 LABILITIES 3 REVEA DEPOSITS 5 LABILITIES 4 LA LOWANCE FOR UNCOLL - DEPOSITS 5 LABILITIES 6 LACCOUNTS PAYABLE 6 LACCOUNTS PAYABLE 7 DUE TO OTHER FUNDS 7 DUE TO OTHER FUNDS 8 LABILITIES 7 DUE TO OTHER FUNDS 9 LABILITIES 10 LABILITIES	1 ASSETS:			 		 
CASH - OPERATING SOUTHSTATE	2 CASH - OPERATING ACCTS	\$	56,789	\$ -	\$ -	\$ 56,789
5 CASH - DEBIT CARD SOUTHSTATE         42         -         -         42           6 PETTY CASH         400         -         -         400           7 INVESTMENTS:         ************************************	3 CASH - OPERATING ACCTS-RESTRICTED		-	-	-	-
6 PETTY CASH         400         -         -         400           7 INVESTMENTS:         ************************************	4 CASH - OPERATING SOUTHSTATE		130,971	-	-	130,971
NVESTMENTS:	5 CASH - DEBIT CARD SOUTHSTATE		42	-	-	42
8 ASSET RESERVE         -         514,938         -         514,938           9 EMERGENCY RESERVE         -         281,451         -         281,451           10 PARK DEVELOPMENT         -         1,321,634         -         1321,634           11 BILL PAYMENT RESERVE         -         1,321,634         -         171,584           12 SINKING FUND-SERIES 2015         -         -         -         -           13 REVENUE-SERIES 2015         -         -         -         214,126         221,361           15 PREPAYMENT-SERIES 2015         -         -         -         221,361         221,361           15 PREPAYMENT-SERIES 2015         -         -         -         291         291           16 INTEREST-SERIES 2015         -         -         -         -         -           16 INTEREST-SERIES 2015         -         -         -         -         -           16 NTEREST-SERIES 2015         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -	6 PETTY CASH		400	-	-	400
PARK DEVELOPMENT	7 INVESTMENTS:					
PARK DEVELOPMENT	8 ASSET RESERVE		-	514,938	-	514,938
BILL PAYMENT RESERVE	9 EMERGENCY RESERVE		-	281,451	-	281,451
SINKING FUND-SERIES 2015	10 PARK DEVELOPMENT		-	1,321,634	-	1,321,634
13 REVENUE-SERIES 2015	11 BILL PAYMENT RESERVE		-	171,584	-	171,584
RESERVE-SERIES 2015	12 SINKING FUND-SERIES 2015		-	-	-	-
15   PREPAYMENT-SERIES 2015   -   -   291   291     16   INTEREST-SERIES 2015   -   -   -   -   -   -   -     17   ACCOUNTS RECEIVABLE   4,141   -   -   -   (.94)     18   ALLOWANCE FOR UNCOLLECTED DEBT   (.93)   -   -   -   (.93)     19   ASSESSMENTS RECEIVABLE -ON ROLL   1,024,659   -   556,611   1,581,270     20   ASSESSMENTS RECEIVABLE -EXCESS FEES   5,549   -   3,014   8,563     21   DUE FROM OTHER FUNDS   143,226   195,853   776   339,855     22   DEPOSITS   1,175   -   -   1,175     23   PREPAID ITEMS   3,380   -   -   3,380     24   TOTAL ASSETS   \$ 1,370,238   \$ 2,485,461   \$ 996,179   \$ 4,851,878     25   LIABILITIES:                       26   ACCOUNTS PAYABLE                               27   DUE TO OTHER FUNDS   196,629   143,226   -               28   RENTAL DEPOSITS   -                   29   ACCRUED PAYABLE   14,019   -                   30   DEFERRED REVENUE ON-ROLL   1,024,659   -     556,611   1,581,270     31   FUND BALANCE:                                     32   NON SPENDABLE (Deposits & Prepaid)   4,555   -	13 REVENUE-SERIES 2015		-	-	214,126	214,126
INTEREST-SERIES 2015	14 RESERVE-SERIES 2015		-	-	221,361	221,361
17 ACCOUNTS RECEIVABLE       4,141       -       -       4,141         18 ALLOWANCE FOR UNCOLLECTED DEBT       (93)       -       -       (93)         19 ASSESSMENTS RECEIVABLE -ON ROLL       1,024,659       -       556,611       1,581,270         20 ASSESSMENTS RECEIVABLE -EXCESS FEES       5,549       -       3,014       8,563         21 DUE FROM OTHER FUNDS       143,226       195,853       776       339,855         22 DEPOSITS       1,175       -       -       1,175         23 PREPAID ITEMS       3,380       -       -       -       3,380         24 TOTAL ASSETS       \$ 1,370,238       \$ 2,485,461       \$ 996,179       \$ 4,851,878         25 LIABILITIES:         26 ACCOUNTS PAYABLE       \$ 177,339       \$ -       \$ -       \$ 177,339         27 DUE TO OTHER FUNDS       196,629       143,226       -       339,855         28 RENTAL DEPOSITS       -       -       -       -         29 ACCRUED PAYABLE       14,019       -       -       -         30 DEFERRED REVENUE ON-ROLL       1,024,659       -       556,611       1,581,270         31 FUND BALANCE:       -       -       -       4,555         32 N	15 PREPAYMENT-SERIES 2015		-	-	291	291
18 ALLOWANCE FOR UNCOLLECTED DEBT       (93)       -       -       (93)         19 ASSESSMENTS RECEIVABLE -ON ROLL       1,024,659       -       556,611       1,581,270         20 ASSESSMENTS RECEIVABLE -EXCESS FEES       5,549       -       3,014       8,563         21 DUE FROM OTHER FUNDS       143,226       195,853       776       339,855         22 DEPOSITS       1,175       -       -       -       1,175         23 PREPAID ITEMS       3,380       -       -       -       3,380         24 TOTAL ASSETS       \$ 1,370,238       \$ 2,485,461       \$ 996,179       \$ 4,851,878         25 LIABILITIES:         25 LIABILITIES:         26 ACCOUNTS PAYABLE       \$ 177,339       \$ -       \$ -       \$ 177,339         27 DUE TO OTHER FUNDS       196,629       143,226       -       \$ 339,855         28 RENTAL DEPOSITS       -       -       -       -         29 ACCRUED PAYABLE       14,019       -       -       -         29 ACCRUED PAYABLE       14,019       -       -       14,019         30 DEFERRED REVENUE ON-ROLL       1,024,659       -       556,611       1,581,270         31 FUND BALANCE:       -       -	16 INTEREST-SERIES 2015		-	-	-	-
18 ALLOWANCE FOR UNCOLLECTED DEBT   (93)	17 ACCOUNTS RECEIVABLE		4,141	-	-	4,141
19 ASSESSMENTS RECEIVABLE -ON ROLL 1,024,659 20 ASSESSMENTS RECEIVABLE -EXCESS FEES 5,549 21 DUE FROM OTHER FUNDS 143,226 195,853 776 339,855 22 DEPOSITS 1,175 23 PREPAID ITEMS 3,380 24 TOTAL ASSETS 1,175 25 LIABILITIES: 26 ACCOUNTS PAYABLE 27 DUE TO OTHER FUNDS 196,629 28 RENTAL DEPOSITS 29 ACCRUED PAYABLE 114,019 30 DEFERRED REVENUE ON-ROLL 1,024,659 31 FUND BALANCE: 31 FUND BALANCE: 32 NON SPENDABLE (Deposits & Prepaid) 33 ASSIGNED 4,255 34 RESTRICTED FOR DEBT SERVICE 5 UNASSIGNED 4,2659 4,355,683 4,39,568 439,568 35 UNASSIGNED 4,46,963)	18 ALLOWANCE FOR UNCOLLECTED DEBT		(93)	_	-	
21 DUE FROM OTHER FUNDS       143,226       195,853       776       339,855         22 DEPOSITS       1,175       -       -       1,175         23 PREPAID ITEMS       3,380       -       -       -       3,380         24 TOTAL ASSETS       \$ 1,370,238       \$ 2,485,461       \$ 996,179       \$ 4,851,878         25 LIABILITIES:       ***       ***       ***       \$ 177,339       ***       ***       \$ 177,339         26 ACCOUNTS PAYABLE       \$ 177,339       ***       ***       ***       \$ 177,339         27 DUE TO OTHER FUNDS       196,629       143,226       -       339,855         28 RENTAL DEPOSITS       -       -       -       -       -         29 ACCRUED PAYABLE       14,019       -       -       -       -         30 DEFERRED REVENUE ON-ROLL       1,024,659       -       556,611       1,581,270         31 FUND BALANCE:       ***       ***       -       -       -       4,555         32 NON SPENDABLE (Deposits & Prepaid)       4,555       -       -       -       4,555         33 ASSIGNED       -       2,342,234       -       2,342,234         34 RESTRICTED FOR DEBT SERVICE       -       <	19 ASSESSMENTS RECEIVABLE -ON ROLL			-	556,611	1,581,270
22 DEPOSITS       1,175       -       -       1,175         23 PREPAID ITEMS       3,380       -       -       -       3,380         24 TOTAL ASSETS       \$ 1,370,238       \$ 2,485,461       \$ 996,179       \$ 4,851,878         25 LIABILITIES:         26 ACCOUNTS PAYABLE       \$ 177,339       -       -       \$ 177,339         27 DUE TO OTHER FUNDS       196,629       143,226       -       339,855         28 RENTAL DEPOSITS       -       -       -       -       -         29 ACCRUED PAYABLE       14,019       -       -       14,019         30 DEFERRED REVENUE ON-ROLL       1,024,659       -       556,611       1,581,270         31 FUND BALANCE:         32 NON SPENDABLE (Deposits & Prepaid)       4,555       -       -       4,555         33 ASSIGNED       -       2,342,234       -       2,342,234         34 RESTRICTED FOR DEBT SERVICE       -       -       439,568         35 UNASSIGNED       (46,963)       -       -       -       (46,963)	20 ASSESSMENTS RECEIVABLE -EXCESS FEES		5,549	-	3,014	8,563
23 PREPAID ITEMS       3,380       -       -       3,380         24 TOTAL ASSETS       \$ 1,370,238       \$ 2,485,461       \$ 996,179       \$ 4,851,878         25 LIABILITIES:       \$ 2       Company of the co	21 DUE FROM OTHER FUNDS		143,226	195,853	776	339,855
24 TOTAL ASSETS         \$ 1,370,238         \$ 2,485,461         \$ 996,179         \$ 4.851,878           25 LIABILITIES:         26 ACCOUNTS PAYABLE         \$ 177,339         \$ -         \$ 177,339           27 DUE TO OTHER FUNDS         196,629         143,226         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -	22 DEPOSITS		1,175	-	-	1,175
25 LIABILITIES: 26 ACCOUNTS PAYABLE \$ 177,339 \$ - \$ - \$ 177,339 27 DUE TO OTHER FUNDS 196,629 143,226 - 339,855 28 RENTAL DEPOSITS 14,019 30 DEFERRED REVENUE ON-ROLL 14,019 14,019 30 DEFERRED REVENUE ON-ROLL 1,024,659 - 556,611 1,581,270  31 FUND BALANCE: 32 NON SPENDABLE (Deposits & Prepaid) 4,555 4,555 33 ASSIGNED - 2,342,234 - 2,342,234 34 RESTRICTED FOR DEBT SERVICE 439,568 35 UNASSIGNED (46,963) (46,963)	23 PREPAID ITEMS		3,380	-	-	3,380
26 ACCOUNTS PAYABLE       \$ 177,339       \$ - \$ - \$ 177,339         27 DUE TO OTHER FUNDS       196,629       143,226       - 339,855         28 RENTAL DEPOSITS	24 TOTAL ASSETS	\$	1,370,238	\$ 2,485,461	\$ 996,179	\$ 4,851,878
26 ACCOUNTS PAYABLE       \$ 177,339       \$ - \$ - \$ 177,339         27 DUE TO OTHER FUNDS       196,629       143,226       - 339,855         28 RENTAL DEPOSITS						_
27 DUE TO OTHER FUNDS       196,629       143,226       -       339,855         28 RENTAL DEPOSITS       -       -       -       -         29 ACCRUED PAYABLE       14,019       -       -       14,019         30 DEFERRED REVENUE ON-ROLL       1,024,659       -       556,611       1,581,270         31 FUND BALANCE:       32 NON SPENDABLE (Deposits & Prepaid)       4,555       -       -       4,555         33 ASSIGNED       -       2,342,234       -       2,342,234         34 RESTRICTED FOR DEBT SERVICE       -       -       439,568         35 UNASSIGNED       (46,963)       -       -       (46,963)	<u></u>					
28 RENTAL DEPOSITS       -       -       -       -         29 ACCRUED PAYABLE       14,019       -       -       14,019         30 DEFERRED REVENUE ON-ROLL       1,024,659       -       556,611       1,581,270         31 FUND BALANCE:         32 NON SPENDABLE (Deposits & Prepaid)       4,555       -       -       -       4,555         33 ASSIGNED       -       2,342,234       -       2,342,234         34 RESTRICTED FOR DEBT SERVICE       -       -       439,568       439,568         35 UNASSIGNED       (46,963)       -       -       -       (46,963)		\$	,	\$ 	\$ -	\$ 
29 ACCRUED PAYABLE       14,019       -       -       14,019         30 DEFERRED REVENUE ON-ROLL       1,024,659       -       556,611       1,581,270         31 FUND BALANCE:         32 NON SPENDABLE (Deposits & Prepaid)       4,555       -       -       4,555         33 ASSIGNED       -       2,342,234       -       2,342,234         34 RESTRICTED FOR DEBT SERVICE       -       -       439,568       439,568         35 UNASSIGNED       (46,963)       -       -       -       (46,963)			196,629	143,226	-	339,855
30 DEFERRED REVENUE ON-ROLL       1,024,659       -       556,611       1,581,270         31 FUND BALANCE:         32 NON SPENDABLE (Deposits & Prepaid)       4,555       -       -       4,555         33 ASSIGNED       -       2,342,234       -       2,342,234         34 RESTRICTED FOR DEBT SERVICE       -       -       439,568       439,568         35 UNASSIGNED       (46,963)       -       -       -       (46,963)			-	-	-	-
31 FUND BALANCE:         32 NON SPENDABLE (Deposits & Prepaid)       4,555       -       -       4,555         33 ASSIGNED       -       2,342,234       -       2,342,234         34 RESTRICTED FOR DEBT SERVICE       -       -       439,568       439,568         35 UNASSIGNED       (46,963)       -       -       -       (46,963)			,	-	-	
32 NON SPENDABLE (Deposits & Prepaid)     4,555     -     -     4,555       33 ASSIGNED     -     2,342,234     -     2,342,234       34 RESTRICTED FOR DEBT SERVICE     -     -     -     439,568       35 UNASSIGNED     (46,963)     -     -     -     (46,963)	30 DEFERRED REVENUE ON-ROLL		1,024,659	-	556,611	1,581,270
32 NON SPENDABLE (Deposits & Prepaid)     4,555     -     -     4,555       33 ASSIGNED     -     2,342,234     -     2,342,234       34 RESTRICTED FOR DEBT SERVICE     -     -     -     439,568       35 UNASSIGNED     (46,963)     -     -     -     (46,963)	31 FUND BALANCE:					
34 RESTRICTED FOR DEBT SERVICE       -       -       439,568       439,568         35 UNASSIGNED       (46,963)       -       -       -       (46,963)			4,555	_	-	4,555
34 RESTRICTED FOR DEBT SERVICE       -       -       439,568       439,568         35 UNASSIGNED       (46,963)       -       -       -       (46,963)	`		-	2,342,234	-	
35 UNASSIGNED (46,963) (46,963)	34 RESTRICTED FOR DEBT SERVICE		-	-	439,568	
	35 UNASSIGNED		(46,963)	-	-	
	36 TOTAL LIABILITIES & FUND BALANCE	\$		\$ 2,485,461	\$ 996,179	\$

#### **General Fund**

			FY 2025 BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE YTD vs Actual YTD FAV (UNFAV)	YTD % ACTUAL / AMENDED
1 O&M REVENUE	S:						
2 LANDOWNER A	SSESMENTS (NET)	\$	1,024,661	\$ -	\$ -	\$ -	0%
3 EXCESS FEES CA	ARRYFORWARD PREVIOUS YEARS		-	-	-	-	0%
4 CARRYOVER FR	ROM PREVIOUS YEARS (FUND BALANCE FORWARD)		118,252	-	-	-	0%
5 OTHER INCOME			-	-	4,652	4,652	0%
6 TRANSFER IN FI	ROM RESERVE FUND		-		-		0%
7 O&M TOTAL REV	/ENUES:		1,142,913		4,652	4,652	0%
8 O&M ADMINIST	TRATIVE EXPENDITURES:						
BOARD OF SUP	PERVISORS						
9 SUPERVISOR	STIPENDS		14,000	1,167	600	567	4%
10 NEWSLETTER	- PRINT & MAILING		-	-	-	-	0%
11 WEBSITE SER	VER & NAME		2,015	2,015	-	2,015	0%
12 PUBLIC OFFIC	TALS LIABILITY INSURANCE	#	3,731	3,731	3,515	216	94%
13 ADMINISTRA	TIVE SERVICES		-	-	-	-	0%
14 DISTRICT MA	NAGEMENT		55,000	4,583	4,583	0	8%
15 FINANCIAL CO	ONSULTING SERVICES		-	-	-	-	0%
16 ACCOUNTING	SERVICES		-	-	-	-	0%
17 DISTRICT ENC	GINEER		18,000	1,500	-	1,500	0%
18 DISTRICT COU	JNSEL		10,000	833	837	(4)	8%
19 ANNUAL FINA	ANCIAL AUDIT		4,400	367	-	367	0%
20 DISCLOSURE	REPORT		-	-	-	-	0%
21 TRUSTEES FE	ES		4,507	376	-	376	0%
22 PROPERTY AF	PPRAISER FEE		150	150	-	150	0%
23 LEGAL ADVE	RTISING		1,500	125	-	125	0%
24 ARBITRAGE R	EBATE CALCULATION		475	40	203	(163)	43%
25 DUES, LISCEN	ISES AND FEES		1,200	100	-	100	0%
26 COMPLIANCE	WITH ADA		-	-	-	-	0%
27 PROPERTY TA	AX IN ARREARS		-	-	-	-	0%
28 ADMINISTRAT	TIVE CONTINGENCY						0%
29 O&M ADMINIS	TRATIVE TOTAL:		114,978	14,986	9,738	5,248	8%

#### **General Fund**

		FY 2025 BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE YTD vs Actual YTD FAV (UNFAV)	YTD % ACTUAL / AMENDED
30 II	NSURANCE		-	-	-	
31	GERNERAL LIABILITY	5,037	5,037	4,746	291	94%
32	PROPERTY CASUALTY	23,657	23,657	23,799	(142)	101%
33	INSURANCE TOTAL	28,694	28,694	28,545	149	99%
34	UTILITY SERVICES					
	ELECTRIC UTILITY SERVICES	40,000	3,333	2 226	997	6%
35 36	ELECTRIC UTILITY SERVICES  ELECTRIC UTILITY - RECREATION FACILITIES	40,000 20,000	3,333 1,667	2,336 1,520	147	8%
37	ELECTRIC UTILITY - RECREATION FACILITIES  ELECTRIC STREET LIGHTING	121,000	1,007	9,698	385	8%
38	UTILITY - WATER - CLUBHOUSE & POOLS	16,000	1,333	9,698 1,405	(71)	8% 9%
39	STORMWATER ASSESSMENT	2,400	200	1,403	200	9% 0%
40	UTILITY SERVICES SUBTOTAL	199,400	16,617	14,959	1,657	8%
40	UTILITI SERVICES SUDIVIAL	177,400		14,737	1,037	8 70
45	LAKES/PONDS & LANDSCAPE					
46	AQUATIC CONTRACT	38,076	3,173	3,173	(0)	8%
47	WETLAND BUFFER SPRAY CONTRACT	16,800	1,400	1,400	-	8%
48	FOUNTAIN REPAIRS & MAINTNANCE	3,500	292	2,808	(2,516)	80%
49	MITIGATION AREAS: MONITOR & MAINTAIN	1,500	125	-	125	0%
50	LAKE/POND REPAIRS	-	-		-	0%
51	INSTALL/REPLACE AQUATIC PLANTS	5,000	417	-	-	0%
52	LANDSCAPE MAINTENANCE CONTRACT	159,900	13,325	13,325	-	8%
53	LANDSCAPE - SECONDARY CONTRACTS	51,200	4,267	-	4,267	0%
54	IRRIGATION REPAIRS AND MAINTENANCE	14,000	1,167	-	1,167	0%
55	REPLACE PLANTS, MULCH & TREES	15,000	1,250	2,400	(1,150)	16%
56	SOD & SEED REPLACEMENT	10,000	833	-	833	0%
57	EXTRA MOWINGS DURING RAINY SEASON	1,000	83	-	83	0%
58	RUST PREVENTION FOR IRRIGATION SYSTEM	12,000	1,000	895	105	7%
59	FIELD MISCELLANEOUS					0%
60	LAKES/PONDS & LANDSCAPE TOTAL	327,976	27,331	24,001	3,330	7%

#### General Fund

		FY 2025 BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE YTD vs Actual YTD FAV (UNFAV)	YTD % ACTUAL / AMENDED
61	STREETS, SIDEWALKS, MAINTENANCE & OPERATIONS					
62	ENTRY & WALLS MAINTENANCE	2,000	167	275	(108)	14%
63	STREET/DECORATIVE LIGHT MAINTENACE	1,000	83	-	83	0%
64	SIDEWALK REPAIR & MAINTENANCE	1,500	125	-	125	0%
65	EMPLOYEE - SALARIES	152,880	12,740	16,299	(3,559)	11%
66	EMPLOYEE - P/R TAXES	13,695	1,141	1,208	(67)	9%
67	EMPLOYEE - WORKERS COMP	4,620	4,620	2,152	2,468	47%
68	PAYROLL PROCESSING FEES	1,900	158	210	(52)	11%
69	EMPLOYEE- HEALTH & PHONE STIPENDS	14,400	1,200	1,200	-	8%
70	MILEAGE	1,000	83	-	83	0%
71	STREETS, SIDEWALKS, MAINTENANCE & OPERATIONS	192,995	20,318	21,344	(1,026)	11%
72	CLUBHOUSE & SAFETY & SECURITY					
73	PARK/FIELD REPAIRS	-	-	-	-	0%
74	CLUBHOUSE FACILITY MAINTENANCE	12,000	1,000	2,552	(1,552)	21%
75	CLUBHOUSE TELEPHONE/INTERNET/FAX	5,500	458	425	33	8%
76	MISCELLANEOUS SUPPLIES (INCLUSIVE OF DEBIT CARD)	-	-	-	-	0%
77	SECURITY - OTHER (GATE SERVICE)	1,000	83	-	83	0%
78	POOL/FOUNTAIN/SPALSH PAD MAINTENANCE	20,000	1,667	2,093	(426)	10%
79	POOL PERMITS	750	750	-	750	0%
80	SEASONAL LIGHTING	14,000	14,000	-	14,000	0%
81	PEST CONTROL	520	520	450	70	87%
82	CLUBHOUSE EXTERIOR FURNISHINGS	-	-	-	-	0%
83	CLUBHOUSE CLEANING	-	-	-	-	0%
84	CLUBHOUSE MISCELLANEOUS	10,000	833	694	139	7%
85	PART-TIME LAW ENFORCEMENT DETAILS	35,000	2,917	1,980	937	6%
86	SALARY FOR SUMMER MONITOR AT BOTH POOLS	23,500	1,958	-	1,958	0%
87	EMPLOYEE P/R TAXES	2,000	167	-	167	0%
88	EMPLOYEE WORKER'S COMP	1,300	108	-	108	0%
89	VIDEO SURVEILLANCE	1,300	108		108	0%
90 C	LUBHOUSE & SAFETY & SECURITY	126,870	24,570	8,194	16,376	6%

#### **General Fund**

	FY 2025 BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE YTD vs Actual YTD FAV (UNFAV)	YTD % ACTUAL / AMENDED
101 O&M CONTINGENCY & CAPITAL PROJECTS					
102 O&M CONTINGENCY	50,000	_	-	-	0%
103 ENTRANCES & OTHER PLANT REPLACEMENT	-	-	-	-	0%
104 WALL & STRUCTURE PAINTING	-	-	-	-	0%
105 INVASIVE & UNDESIRABLE PLANT REMOVAL	-	-	-	-	0%
106 O&M CONTINGENCY TOTAL	50,000	-	-	-	0%
107 TOTAL EXPENDITURES BEFORE OTHER FINANCING SOURCES (USES)	1,040,913	132,516	106,781	25,735	10%
108 EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPEND.	102,001	(132,515)	(102,128)	30,387	-100%
		( - ) /-	<u> </u>		
109 OTHER FINANCING SOURCES AND (USES)					
110 RESERVES TRANSFERS OUT-OTHER FINANCING USES					
111 EMERGENCY RESERVE	-	-	-	-	0%
112 ASSET RESERVE	82,000	-	-	-	0%
113 BILL PAYMENT RESERVE	-	-	-	-	0%
114 PARK DEVELOPMENT RESERVE	20,000				0%
115 TOTAL OTHER FINANCING SOURCES AND (USES)	102,000		<u>-</u>		0%
					0%
116 O&M TOTAL EXPENDITURES	1,142,913	132,516	106,781	25,735	9%
117 NET CHANGE IN FUND BALANCE	-	(132,515)	(102,129)	30,387	0%
118 NET CHANGE IN FUND BALANCE		(132,515)	(102,129)	30,387	0%
119 BEGINNING FUND BALANCE GENERAL FUND		(132,313)	59,721	30,367	070
120 LESS FUND BALANCE FORWARD			-		
121 ENDING FUND BALANCE GENERAL FUND			(42,408)		
122 ENDING FUND BALANCE - RESERVE FUND (Stmt 2)			(.2,.30)		
123 TOTAL FUND BALANCE - GENERAL & RESERVE FUNDS					
	\$ -	\$ -	\$ (42,408)	\$ -	

#### **Reserve Fund**

	FY 2025 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
1 REVENUES:				<u>,                                     </u>
2 INTEREST REVENUE	\$ -	\$ -	\$ 5,862	\$ 5,862
3 ASSET RESERVE	-	-	-	-
4 PARK DEVELOPMENT	-	-	-	-
<b>5</b> EMERGENCY RESERVE	-	-	-	-
6 BILL PAYMENT RESERVE	-	-	-	-
7 FUND BALANCE FORWARD - PARK DEVELOPMENT	15,000	-	-	-
TOTAL REVENUE	15,000	-	5,862	5,862
9 RESERVES EXPENDITURES:				
<b>10</b> EMERGENCY RESERVE	-	-	-	-
11 ASSET RESERVE	-	-	-	-
<b>12</b> PARK DEVELOPMENT RESERVE	15,000	15,000	30,805	(15,805)
13 PROJECTS	-	-	-	-
14 TOTAL RESERVE EXPENDITURES	15,000	15,000	30,805	(15,805)
15 EXCESS OF REVENUE OVER(UNDER)EXPENDITURES	-	-	(24,943)	(9,943)
16 OTHER FINANCING SOURCES SOURCES (USES)				
17 TRANSFER IN - PARK DEVELOPMENT	20,000	-	-	-
<b>18</b> TRANSFER IN (OUT)- ASSET RESERVE	82,000	-	-	-
<b>19</b> INCREASE IN FUND BALANCE	(102,000)	-	-	-
<b>31</b> TRANSFER IN (OUT) - EMERGENCY RESERVE	-	-	-	-
<b>32</b> TOTAL OTHER FINANCING SOURCES SOURCES (USES)		-	-	-
33 NET CHANGE IN FUND BALANCE	-	-	(24,943)	
<b>34</b> FUND BALANCE BEGINNING			2,367,175	
35 FUND BALANCE FORWARD USE			-	
<b>36</b> FUND BALANCE ENDING			\$ 2,342,231	

#### **Debt Service Fund - Series 2015**

	Al	FY 2025 OOPTED UDGET	OGET TO-DATE	ACTUAL R-TO-DATE	FA	RIANCE /ORABLE AVORABLE)
1 REVENUE	•				_	
2 ASSESSMENT - ON-ROLL	\$	556,611	\$ -	\$ -	\$	=
3 ASSESSMENT - EXCESS FEES		-	-	-		-
4 PREPAYMENT REVENUE		-	-	-		-
5 INTEREST EARNINGS		-	 -	 1,353		1,353
6 TOTAL REVENUE		556,611	 -	 1,353		1,353
EXPENDITURES						
7 INTEREST NOV 2025		81,313	_	_		_
8 INTEREST MAY 2026		75,639	_	_		_
9 PREPAYMENT		-	_	_		_
10 PRINCIPAL PAYMENT MAY 2026		395,000	_	_		_
11 TOTAL CONTINGENCY		551,952	 -	 		-
12 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES		4,659	-	1,353		1,353
13 OTHER FINANCING SOURCES						
14 TRANSFER-IN		-	_	_		_
15 TOTAL OTHER FINANCING SOURCES (USES)		-	-	-		-
16 NET CHANGE IN FUND BALANCE		4,659	_	 1,353		1,353
		,		, -		, -
17 FUND BALANCE - BEGINNING		-	-	438,215		438,215
18 FUND BALANCE - ENDING	\$	4,659	\$ -	\$ 439,568	\$	439,568

# Ballantrae CDD Bank Reconciliation October 31, 2025

	 HB Acct
Balance Per Bank Statement	\$ 64,306.24
Less: Outstanding Checks	(7,517.08)
Deposits in Transit	-
Adjusted Bank Balance	\$ 56,789.16
Beginning Cash Balance Per Books	\$ 270,807.93
Deposits / Transfer	-
Cash Disbursements	-
Balance Per Books (Cash Operating Acct.)	\$ 270,807.93
(Cush Operating Acci.)	

#### BALLANTRAE CDD

#### Check Register FY2025

Date	Ref # Vendor Name	Memo	Deposits	Disbursements	HB Acct Balance
09/30/2025	EOY Balance Hancock Bank				130,910.62
10/1/25	2713 Anchor Stone Management, LLC	District Mgt Fees		4,583.33	126,327.29
10/1/25	2714 Naturzone Pest Control	Monthly pest control		95.00	126,232.29
10/1/25	2715 Steadfast Alliance, LLC	Landcape Maint		13,325.00	112,907.29
10/1/25	2716 Florida Fountain & Equipment LLC	Fountain Maint		181.50	112,725.79
10/1/25	2717 Naturzone Pest Control	Monthly pest control		95.00	112,630.79
10/1/25	2718 JCS Investigations	Reference: Security Patrol		1,980.00	110,650.79
10/1/25	2720 GK Electrical Solutions Inc	Electrical work		975.00	109,675.79
10/1/25	10/1/25 Bright House Networks	17611 Mentmore Blvd #1 CTRL ACCT		400.00	109,275.79
10/2/25	2721 Steadfast Alliance, LLC	Aquatic Maint		4,573.15	104,702.64
10/3/25 100	0325acj Engage PEO	PR		5,939.82	98,762.82
10/4/25	2722 Suncoast Rust Control, Inc	Monthly Water Treatment		895.00	97,867.82
10/5/25	2723 Steadfast Alliance, LLC	Aquatic Maint		4,573.15	93,294.67
10/7/25	2724 Egis Insurance Risk Advisors	Act 488		208.00	93,086.67
10/7/25	2725 Poolsure	Finance Charge		39.58	93,047.09
10/8/25	2726 Steadfast Alliance, LLC	Fountain Maint		650.00	92,397.09
10/8/25	2727 Steadfast Alliance, LLC	irrigation repair		395.00	92,002.09
10/14/25	2729 Arrow Exterminators Inc	Pest Control		230.00	91,772.09
10/14/25 101	1425ach FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual special district fee 25-26		175.00	91,597.09
10/15/25	2730 DCSI, Inc	emergency pull station		579.00	91,018.09
10/15/25	2731 Steadfast Alliance, LLC	Reference: Landscape Service.		2,400.00	88,618.09
10/16/25	10/16/25 Florida Dept of Revenue	Sales tax		120.18	88,497.91
10/17/25 101	1725ach Engage PEO	PR		5,532.50	82,965.41
10/19/25	2732 Straley Robin Vericker	For Professional Services Rendered Through June 30, 2025.		1,801.70	81,163.71
10/20/25	2733 Roof X	Repairs/Maint		30,805.00	50,358.71
10/20/25	2734 Poolsure	WM-Chem Base-Nov 2025		1,174.43	49,184.28
10/20/25	2735 Illuminations Holiday Lighting, LLC	clubhouse sign repair/damage		275.00	48,909.28
10/20/25 102	2025ach1 Pasco County Utilities Services Branch	0 Ayshire Blvd - 08/12-9/11/25		10.60	48,898.68
10/20/25 102	2025ach2 Pasco County Utilities Services Branch	0 Ballantrae & Mentmor 8/12-9/11/25		1,394.18	47,504.50
10/24/25 102	2425ach Engage PEO	BOS MTG 10-16-25		80.60	47,423.90
10/24/25	176 Christopher Milano	BOS MTG 10-16-25		200.00	47,223.90
10/24/25	174 Brian Giacobbee	BOS 10-16-25		184.70	47,039.20
10/24/25	175 Richard Levy	BOS 10-16-25		200.00	46,839.20
10/24/25 102	2425ach1 Duke Energy	3351 Downan Point Dr 9/3-10/1/25		30.80	46,808.40
10/24/25 102	2425ach2 Duke Energy	3643 Duke Firth St 9/3-10/1/25		30.80	46,777.60
10/24/25 102	2425ach3 Duke Energy	17650 Ayrshire Blvd 9/3-10/1/25		32.17	46,745.43
10/24/25 102	2425ach Duke Energy	17700 Glennapp Dr (9/3-10/1)		37.52	46,707.91
10/24/25 102	2425ach Duke Energy	17626 Glenapp Dr 9/3-10/1		82.67	46,625.24
10/24/25 102	2425ach1 Duke Energy	3542 BALLANTRAE BLVD 09/3-10/1		91.20	46,534.04
10/24/25 102	2425ach3 Duke Energy	2500 Ballantrae Blvd 9/3-10/1		103.08	46,430.96
10/24/25 102	2425ach20 Duke Energy	17600 Stinchar Dr 9/3-10/1		117.62	46,313.34
10/24/25 102	2425ach21 Duke Energy	172524 Hugh Ln 9/3-10/1		197.27	46,116.07
10/24/25 102	2425ach23 Duke Energy	17611 Mentmore Blvd Rec Bldg 9/3-10/1		1,322.67	44,793.40
10/24/25 102	2425ach3 Duke Energy	2800 Ballantrae Blvd Pump Pond 9/3-10/1		1,702.56	43,090.84
10/24/25 102	2425ACH Bright House Networks	17611 MENTMORE Blvd Clubhouse Sept		25.00	43,065.84

#### BALLANTRAE CDD

#### Check Register FY2025

Date Ref # Vendor Name	Мето	Deposits Disbursements	HB Acct Balance
10/27/25 102725ach Duke Energy	2131 Ballantrae Blvd 9/3-10/1	64.44	43,001.40
10/27/25 102725ach Duke Energy	Reference: 17835 State Road 54 9/4-10/2	9,698.44	33,302.96
10/27/25 10/27/25 Duke Energy	Duke	43.25	33,259.71
10/28/25 2736 Bandu LLC	Splash Pad-Cartridge Filter	918.54	32,341.17
10/28/25 2737 Steadfast Alliance, LLC	Aquatic Maint	4,573.15	27,768.02
10/29/25 102925ACH Bright House Networks	17611 Mentmore Blvd #1 CTRL ACCT	400.00	27,368.02
10/31/25 103125ach Engage PEO	PR 10-31-25	5,578.86	21,789.16
10/31/25	Deposit	35,000.00	56,789.16
10/31/25		35,000.00 109,121.46	56,789.16



EXHIBIT 12

**RETURN TO AGENDA** 



Ballantrae

Community Development District

# AGREEMENT FOR DISTRICT MANAGEMENT SERVICES

THIS AGREEMENT ("Agreement") is made and effective as of December 19, 2025 ("Effective Date"), by and between

**BALLANTRAE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Pasco County, Florida, with a mailing address of 17611 Mentmore Blvd, Land O Lakes, FL (the "**District**"); and

HAVEN MANAGEMENT SOLUTIONS, LLC, a Florida limited liability company, with offices located at 255 Primera Blvd, Suite 160, Lake Mary FL 32746 (hereinafter "Consultant" and together with the District, the "Parties").

#### **RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development Act of 1980, as codified in Chapter 190, *Florida Statutes* (the "Act"), and by ordinance adopted by the Board of County Commissioners of Pasco County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure;

- WHEREAS, the District wishes to retain an independent contractor to provide professional district management services, all as more particularly described herein and in **Exhibit** A, which is incorporated herein by reference;
- **WHEREAS**, Consultant represents and warrants to the District that it is qualified, capable and willing to provide such services and the District desires to enter into this Agreement with the Consultant for the same; and
- **WHEREAS**, the District and Consultant warrant and agree that they have the 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 stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.
- **SECTION 2. PURPOSE; SCOPE OF SERVICES:** The purpose of this Agreement is for the Consultant to provide professional district management services to the District pursuant to the Act. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Agreement.

- A. <u>Standard On-Going District Management Services ("Standard Services")</u>. The Consultant shall provide the following Standard Services to the District pursuant to this Agreement:
  - 1. **Management** services include the conducting up to 15 board meetings and/or workshops per year, including at least one (1) four (4.0) hour regular board meeting per month, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
  - 2. **Administrative** services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, *Florida Statutes*, and the District's adopted Rules of Procedure, preparation and delivery of agenda;
  - 3. **Accounting** services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity;
  - 4. **Assessment Revenue Collection & Reporting** services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.
  - 5. **Field Management Services** services include oversight of field services maintenance, including managing vendor contracts relating to District facilities and landscape/irrigation maintenance.
  - 6. **Website Administration** Consultant shall ensure that the District's website(s) remain in compliance with all applicable Florida law regarding the content and functionality.
  - 7. **Dissemination Agent** Consultant shall serve as the District's dissemination agent under any District continuing disclosure agreements.
- B. <u>Time Frame.</u> The Standard Services shall be provided on a monthly basis as detailed in this Agreement.
- **SECTION 3.** <u>ADDITIONAL SERVICES.</u> In addition to the Standard Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services described herein or in Exhibit A, or necessary to carry out the services as

described herein, as well as any changes in the scope requested by the District, will be considered additional services ("Additional Services"). Additional services must be authorized by the District prior to being provided by Consultant. Such Additional Services may include, but are not limited to:

- A. Meetings: Extended meetings (beyond three (4.0) hours in length), continued meetings, special/additional meetings, and/or workshops in excess of the 15 meetings or workshops per year allocated for herein;
- B. Financial Reports: modifications and certifications to special assessment allocation report; true-up analysis;
- C. Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
  - D. Amendment to District boundary;
  - E. Grant Applications;
  - F. Escrow Agent;
- G. Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- H. Extraordinary public records requests that are extensive in nature, as defined by District's adopted Rules of Procedure, requiring significant effort to fulfill.

If any Additional Services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the Consultant. All Additional Services will remain subject to the terms and conditions of this Agreement.

**SECTION 4.** <u>LITIGATION SUPPORT SERVICES.</u> Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Agreement. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Consultant.

**SECTION 5.** <u>ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES.</u> These are services requested by third parties such as homeowners, realtors, investors or members of the

media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by Consultant for providing those services to the extent authorized by law and the District's Rules of Procedure.

SECTION 6. <u>DISTRICT MANAGER</u>. Throughout the term of this Agreement, Patricia C. Thibault shall serve as the District Manager for the District. If at any time Patricia C. Thibault shall no longer serve as Consultant's District Manager for the District pursuant to this Agreement, Consultant shall consult with the District's Board of Supervisors regarding the succeeding District Manager hereunder. Notwithstanding the prior sentence, both Parties acknowledge that Consultant shall be acting as an independent contractor under this Agreement and any District Manager provided by Consultant, including Patricia C. Thibault, is solely employees of Consultant and not employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise, all as further provided in Section 27 of this Agreement, and that nothing in this Section shall prevent or prohibit Consultant from utilizing other members of its staff to assist and/or support Patricia C. Thibault in carrying out the District Manager duties and obligations.

**SECTION 7.** <u>TERM.</u> The initial term of this Agreement commences on December 19, 2025, and continue until September 30, 2026 ("FY 2025 Term"), unless terminated earlier by either party in accordance with the provisions of this Agreement. This Agreement shall automatically renew for additional one-year terms ("Renewal Terms"), unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Agreement are firm and that the Consultant may change the prices only with the District's written consent, as evidenced by a vote of the District's Board of Supervisors.

#### SECTION 8. FEES AND EXPENSES; PAYMENT TERMS.

#### A. <u>Fees and Expenses.</u>

- 1. A schedule of fees for the services provided pursuant to this Agreement is attached hereto as **Exhibit B** to this Agreement, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services it provides pursuant to this Agreement in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Agreement, the District shall compensate the Consultant only for those services provided under the terms of this Agreement.
- 2. Unless otherwise specified by this Agreement, the Consultant will invoice the District for the Consultant's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. All invoices shall be due and payable by the District within thirty (30) days from the date of receipt of a correctly submitted invoice or as otherwise provided by the Prompt Payment Act, Chapter 218.70,

- Florida Statutes. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- 3. Fees for the first three (3) years (i.e., the Initial Term and two (2) Renewal Terms) of the Standard Services described in this Agreement are set forth in Exhibit B; thereafter, fees for the Standard Services may be negotiated annually by the Parties. Any amendment to Standard Services fees must comply with the amendment procedure in this Agreement and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in Agreement terms.
- 4. In the event the District authorizes a requested change in the scope of services, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- 5. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

#### B. Payment Terms.

- 1. **Standard Services**. Standard Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- 2. **Additional Services**. Additional Services will either be billed monthly at the Consultant's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.
- 3. **Litigation Support Services**. Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- 4. **Out-of-Pocket Expenses**. Out-of-Pocket expenses not included under the Standard Services of the Consultant will be billed monthly as incurred.

**SECTION 9.** SUSPENSION OF SERVICES FOR NON-PAYMENT. Unless nonpayment is the fault of the Consultant, the Consultant shall have the right to suspend services being provided pursuant to this Agreement if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70, *Florida Statutes*. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.

**SECTION 10. AMENDMENT.** 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 the Consultant.

#### SECTION 11. RESPONSIBILITIES.

- A. <u>District Responsibilities</u>. The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.
- B. <u>Limitations of Responsibilities</u>. To the extent not referenced herein, and to the extent consistent with Section 190.006, *Florida Statutes*, Consultant shall not be responsible for the acts or omissions of any other Consultant or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Agreement which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

#### **SECTION 12.** TERMINATION. This Agreement may be terminated as follows:

- A. By the District for "good cause" immediately, which shall include, but is not limited to, misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by written (electronic) notice to Consultant. Consultant shall provide sixty (60) days of services for no charge if terminated by the District for "good cause".
- B. By the Consultant for "good cause" immediately, which shall include, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Agreement, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written (electronic) notice to District.
- C. By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.
- D. Upon any termination of this Agreement, the Consultant shall be entitled to payment for all services rendered pursuant to this Agreement up until the effective date of the

termination of this Agreement, subject to whatever claims or off-sets the District may have against the Consultant.

E. Upon a provision of notice of termination by either party, Consultant shall, at no additional cost to the District, take all reasonable and necessary actions to provide for an orderly transfer of the books, records, assets, and funds of the District to the District or its designee, which transfer shall begin immediately or as otherwise directed by the District, in the District's sole discretion. In all circumstances, Consultant shall comply with the obligations contained in subsections 119.021(4), Florida Statutes as may be amended from time to time. The Consultant's obligation to transfer the District's books, records, funds, and assets shall survive the termination of this Agreement.

#### SECTION 13. GENERAL TERMS AND CONDITIONS.

- A. The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Agreement within twenty-four hours (24) hours.
- B. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

SECTION 14. APPLICABLE LAW AND VENUE. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REFERENCE TO THE PRINCIPLES OF CONFLICT OF LAWS. EXCEPT FOR ACTIONS SEEKING INJUNCTIVE RELIEF (WHICH MAY BE BROUGHT IN ANY APPROPRIATE JURISDICTION), SUITS UNDER THIS AGREEMENT SHALL ONLY BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF PASCO, STATE OF FLORIDA. THIS CHOICE OF VENUE IS INTENDED BY THE PARTIES TO BE MANDATORY AND NOT PERMISSIVE IN NATURE, AND TO PRECLUDE THE POSSIBILITY OF LITIGATION BETWEEN THE PARTIES WITH RESPECT TO, OR ARISING OUT OF, THIS AGREEMENT IN ANY JURISDICTION OTHER THAN THAT SPECIFIED IN THIS SECTION. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR SIMILAR DOCTRINE OR TO OBJECT TO VENUE WITH RESPECT TO ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS SECTION.

#### **SECTION 15.** <u>INDEMNIFICATION.</u>

A. <u>District Indemnification.</u> To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, *Florida Statutes*), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses,

including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.

- B. <u>Consultant Indemnification.</u> The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement. Additionally, nothing in this Agreement requires Consultant to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District for any and all percentage of fault attributable to Consultant for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault.
- C. <u>Sovereign Immunity; Indemnification Obligations.</u> Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law. Indemnification obligations under this Agreement 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, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments as ordered.

#### SECTION 16. <u>INSURANCE.</u>

- A. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.
- B. The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:
  - 1. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - 2. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
  - 3. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.

- 4. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
- 5. Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C. Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D. If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the Consultant 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 17.** ASSIGNMENT. Neither the District nor the Consultant may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.
- **SECTION 18. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Patricia Thibault ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant 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, and the District's Rules of Procedure; 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 Agreement term and following the Agreement term if the Consultant does not transfer the records to the Public Records Custodian of the District: 4) follow the District's Records Request Policy; and 5) upon completion of the Agreement, transfer to the District or its designee, at no cost, all public records in Consultant'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 Consultant, the Consultant 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 Office products, Adobe PDF formats, or the other information technology systems of the District.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT \_\_\_\_\_\_, OR BY EMAIL AT \_\_\_\_\_\_, OR BY REGULAR MAIL AT 1415 BRISTOL PARK PL, LAKE MARY, FLORIDA 32746.

**SECTION 19.** <u>NOTICES.</u> All notices, requests, consents and other communications under this Agreement ("Notices") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Ballantrae Community Development District

c/o Haven Management Solutions, LLC

255 Primera Blvd, Suite 160 Lake Mary, Florida 32746 Attn: District Manager

With a copy to: Straley Robin Vericker

1510 W. Cleveland Street

Tampa. FL 33606 Attn: District Counsel

Email: vbabbar@srvlegal.com

If to the Consultant: Haven Management Solutions, LLC

255 Primera Blvd, Suite 160 Lake Mary, Florida 32746 Attn: Patricia Thibault

Email: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. 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 the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. 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 herein.

- **SECTION 20. EFFECTIVE DATE.** This Agreement shall become effective as of the Effective Date first written above and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Agreement.
- **SECTION 21.** <u>HEADINGS FOR CONVENIENCE ONLY.</u> 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 22. AGREEMENT; CONFLICTS. This instrument, together with accompanying Exhibits A and B, shall constitute the final and complete expression of this Agreement between the District and the Consultant relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and Exhibits A and B this instrument shall control.
- AGAINST THIRD-PARTY INTERFERENCE. A default by either the District or the Consultant under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. In the event that either the District or the Consultant 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. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.
- SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant 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 a 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 Consultant 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 of an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

**SECTION 26.** ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

relating to this Agreement, the Consultant shall be acting as an independent contractor. Neither the Consultant nor employees of the Consultant 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 Consultant agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Consultant in the performance of this Agreement. The Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Consultant 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 28. 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 29. 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.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties each intend to enter this Agreement, understand the terms set forth herein, hereby agree to those terms, and have executed this Agreement on the Effective Date first written above.

ATTEST:	BALLANTRAE COMMUNITY DEVELOPMENT DISTRICT		
Secretary / Assistant Secretary	Chairperson / Vice Chairperson, Board of Supervisors		
WITNESS:	HAVEN MANAGEMENT SOLUTIONS LLC		
(Print Name)	By:		
Exhibit A: Scope of Services Exhibit B: Schedule of Fees			

## **Exhibit A: Scope of Services**

### Exhibit B – Schedule of Fees



EXHIBIT 13

**RETURN TO AGENDA** 



Ballantrae

Community Development District

#### **RESOLUTION 2026-02**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BALLANTRAE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Ballantrae Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors of the District (the "Board") desires to designate certain Officers of the District.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BALLANTRAE COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1**. The following persons are appointed to the offices shown:

Chairperson	Richard Levy
Vice Chairperson	Chris Milano
Secretary	Patricia Thibault
Assistant Secretary	Cecilio Thomas
Assistant Secretary	Kendrick Miller
Assistant Secretary	Brian Giacobbe
Assistant Secretary	
Assistant Secretary	
Treasurer	Patricia Thibault
Assistant Treasurer	Austin Comings
N 2. This Resolution	supersedes any prior appointme

**SECTION 2.** This Resolution supersedes any prior appointments made by the Board. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18<sup>th</sup> day of December, 2025.

ATTEST:	BALLANTRAE COMMUNITY DEVELOPMENT DISTRICT	
Secretary / Assistant Secretary	Chairperson, Board of Supervisors	



EXHIBIT 14

**RETURN TO AGENDA** 



Ballantrae

Community Development District

#### **RESOLUTION 2026-03**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BALLANTRAE COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE DISTRICT MANAGER TO ESTABLISH A LOCAL BANK ACCOUNT AND APPOINT SIGNORS ON THE ACCOUNT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ballantrae Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the District's Board of Supervisors desires to establish a local bank account for the District and appoint Patricia Thibault and Austin Comings as signors on the account.

# NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BALLANTRAE COMMUNITY DEVELOPMENT DISTRICT THAT:

**DESIGNATING AUTHORIZED SIGNATORIES.** The District Manager is directed to

	State Bank for the District. Patricia Thibault and Austin shall be appointed as signors on the account.
2. <b>EFFECTIVE DATE.</b> This remain in effect unless rescinded or rep	Resolution shall take effect upon its passage and shall pealed.
PASSED AND ADOPTED this 18 <sup>th</sup>	day of December, 2025.
ATTEST:	BALLANTRAE COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson/Vice Chairperson, Board of
•	Supervisors

1.



EXHIBIT 15

**RETURN TO AGENDA** 



Ballantrae

Community Development District



**Document ID:** 35430608

Updated: 12/2/2025

# **Ballantrae CDD - Playground Grand Opening**

Saturday, December 13, 2025

**SALES MANAGER:** Kim Sanders

EMAIL: kim@tbftr.com

**PHONE:** (813) 802-9119

#### **EVENT CONTRACT**

**ACCOUNT:** Ballantrae Community

**Development District** 

**CONTACT:** Patricia Thibault

**EMAIL:** patricia@AnchorStoneMgt.com

PHONE: ADDRESS:

ADDRESS:

## **EVENT SUMMARY**

Name	Date	Time	Areas	Offsite Address	Guests
Ballantrae CDD - Playground Grand Opening	12/ 13/ 2025	1:00 pm – 5:00 pm	1 Up Burger Food Truck	17611 Mentmore Blvd, Land O Lakes, FL 34638	90

#### **FOOD**

Qty
90 One Entree Truck (serving from 1:00pm - 5:00pm) serving in a \$13.50 \$1,215.00 small meal with NO Drink

### 1 Up Burger

**Cheeseburger** - Dressed with ketchup, mustard, and pickle.

**Chicken Nuggets** - Served with choice of dipping sauce (Bbq,

Ranch, Honey Mustard)

**Hot Dogs** - Sky's the limit on how you dress it

Sides: Fries

#### **FOOD & BEVERAGE NOTES**

Truck will serve first 90 guest with a small meal. Guests after that will be paying for themselves. Self pay meals will be sold @ \$13.50 per.

A/V A	IND OTHER ITEMS			
Qty		Price	Total	
1	Fuel Fee Surcharge - \$50.00 per truck	\$50.00	\$50.00	
ESTIMATED BILLING				
			Total	
Eggs I	Dro-tay		\$50.00	

		Total
Fees Pre-tax		\$50.00
Food & Beverage		\$1,215.00
Subtotal		\$1,265.00
Sales Tax - EXEMPT		\$0.00
Convenience Fee	3.5%	\$44.28
Grand Total		\$1,309.28
Deposit (Due 12/2/2025)	Unpaid	\$654.64
Final Balance (Due 12/10/2025)	Unpaid	\$654.64
Estimated Amount Due		\$1,309.28

Patricia Thibault

Approved on behalf of Vice Chairman Milano via email received on 12.02.2025



# Ballantrae CDD - Playground Grand Opening

Saturday, December 13, 2025

Updated: 12/2/2025

#### **TERMS AND CONDITIONS**

#### SECTION I- SERVICES AND MATERIALS TO BE FURNISHED

- 1. TBFTR agrees to schedule and organize a catering event (hereinafter "EVENT") with Food Truck(s) on behalf of CLIENT on the specified date.
- 2. TBFTR will cater with the agreed menu at the specified cost.
- 3. TBFTR will coordinate and organize all Food Truck inquiries, placement, scheduling, menu selections and management for the EVENT.
- 4. CLIENT agrees to compensate TBFTR on a per event basis, with each event being under a separate contract unless otherwise stated.
- 5. TBFTR agrees that Food Truck(s) are to place a trash receptacle outside of their trucks and will take that trash with them at the end of the event.

#### **SECTION II- PRICES AND PAYMENT**

- 6. CLIENT agrees to pay 50% deposit, due upon signing of this contract (if within 10 days of the event, paid in full will be required).
- 7. The balance of the Contract is due 3 days before the day of the EVENT and must be paid via business check or credit card.
- 8. Additional servings may be provided for an added fee. Any additions to the headcount are due 4 days before the event. Client is responsible to pay for additional servings served during the event.
- 9. Further, CLIENT agrees that it will not charge TBFTR or any Food Truck(s) any amount in rent, parking fees and/or any other expenses and that charges are included in the Price of the Contract.

#### SECTION III - GRATUITIES

10. Although gratuities are not automatically included in your invoice and are not required, they are very much appreciated by the staff. You may add a gratuity by contacting your sales manager directly or paying the staff directly on the day of the event.

Updated: 12/2/2025

#### SECTION IV- NON SOLICITATION

11. CLIENT agrees that it will not solicit any Food Truck(s) for any purpose without the prior written consent of TBFTR, including but not limited to, solicitation for future Food Truck(s) and/or catering events.

#### **SECTION V- INSURANCE**

12. TBFTR will carry general liability insurance with a \$2 million dollar aggregate, \$1 million dollar per occurrence policy and will add CLIENT as an additional insured. TBFTR will also coordinate with all Food Truck(s) for the EVENT to insure proper documentation on file proving this level of insurance and that CLIENT is added as an additional insured.

#### SECTION VI- INABILITY TO PERFORM

13. TBFTR shall not be liable to the Client for delay and/or damages if the performance of the EVENT shall be delayed or prevented by weather, fire, flood, riot, strike and/or other labor dispute beyond the control of TBFTR. TBFTR shall promptly resume performance on removal or cessation of the cause of the interference or delay and coordinate with CLIENT to reschedule the EVENT to another date coordinated by both parties.

#### SECTION VII- TERMINATION/RESCHEDULING

14. The Contract cannot be terminated without cause by either party. However, if CLIENT terminates the Contract, for any reason including COVID there will be a 50% cancellation / rescheduling fee.

#### **SECTION VIII - LEFTOVER FOOD POLICY**

15. To ensure the safety of our clients and their guests, it is TBFT's policy to remove and discard any leftover food after the event. We do not recommend serving leftover food to guests as we cannot ensure the safety in doing so.

#### **SECTION IX - NOTICES**

16. Except as otherwise provided in this Contract, all notices given pursuant to this Contract shall be in writing and shall be delivered to the address above or at such other place as either party may designate in writing.

#### SECTION X -GOVERNING LAW

17. This Contract shall be governed by, construed, and enforced in accordance with the laws of Florida. Jurisdiction is proper in Hillsborough County, Florida.

Updated: 12/2/2025

#### **SECTION XI- ATTORNEYS' FEES**

18. If any action is filed in relation to this Contract, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

#### **SECTION XII - SEVERABILITY**

19. The invalidity of any portion of this Contract will not and shall not be deemed to affect the validity of any other provision. If any provision of this Contract is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the removal of the invalid provision.

#### **SECTION XIII - ENTIRE CONTRACT**

20. This Contract constitutes the entire Contract between the parties, and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding on either party except to the extent incorporated in this Contract.

#### **SECTION XIV - MODIFICATION OF CONTRACT**

21. Any modification of this Contract or additional obligation assumed by either party in connection with this Contract shall be binding only if in writing signed by each party or an authorized representative of each party.

#### **SECTION XV - ASSIGNMENT OF RIGHTS**

22. The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

#### SECTION XVI- SECTION HEADINGS

23. The titles to the sections of this Contract are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Contract.

## **Client Signature**



EXHIBIT 16

**RETURN TO AGENDA** 



Ballantrae

Community Development District









## **ROOF ESTIMATE**

OCT 17, 2025

ROOF X 1512 McKay Bay Ct. STE 1 Tampa, FL 33619

r.diaz@roofxincfl.com 8136290581

## **JOE O'REILLY**

joe@anchorstonemgt.com 7326731184

17611 mentmore blvd Land O lakes, FL 34638

## INTRODUCTION

Hi Joe,

We recognize that safeguarding the people and possessions that hold the most value to you is of utmost importance. Your roof serves as the primary shield against the forces of nature, shielding your home from the elements and ensuring that everything inside remains safe and dry.

Thank you for the opportunity to quote on the repairs and improvements to your home. Please find your estimate below along with upgrade options for potential improvements to your project, if applicable.

The following estimate is for: Tile Roof Repair

One Year Workmanship warranty

Please note: Any rotten wood beyond 2 sheets will be installed at a rate of \$110.00/sheet and any linear boards will be replaced at a rate of \$7.15/ft.

Once the job is complete, one of our Quality Control Officers from our Audit Division inspects your project to make sure we did everything correct and up to our strict standards and site is spotless.

If you have any questions, please give me a call. We always want to provide the best value to our clients.

Kind regards,

John Allen | Sales Director J.Allen@roofxincfl.com 813-459-2321

## TILE ROOF REPAIR

#### **Description**

Repair front entry tower to community

REPAIR HIGHLIGHTED TOWER IN THE FRON OF THE COMMUNITY

This quote will be to remove all broken tile on the roof in damage area

Replace the area of the roof sheeting that is broken

Re-do the underlayment in the damage area

Replace the tile with matching tile

Fix any mortar that was damage in area of broken tile

**Quote subtotal** \$4,750.00

**Total** \$4,750.00



Installment Loan

est. \$62.51/mo

LIMITED LIFETIME FULL START™ NON-PRORATED WARRANTY PERIOD (20 YEARS) STANDARD APPLICATION WIND WARRANTY (110 mph) HIGH WIND APPLICATION WARRANTY (160MPH) LIMITED WIND WARRANTY TERM (15 YEAR) ALGAE CLEANING TERM (120 Months)

## **AUTHORIZATION PAGE**

Tile roof repair	\$4,750.00	Name Addre	_	nore blvd, Land	ore blvd, Land O lakes, FL		
		A REGI	IONS EnerBankUSA*	Installme	ent Loan		
Description		Qty	Unit price	Line total	Est. Payment		
Customer Comments / Notes							
				Patricu	ia Thibault		
			Executed on behalf of Chairman Levy via received on 11.17.2025				
Joe O'reilly:				Date:			

## TERMS AND CONDITIONS

#### **Additional Terms**

- 1. Acceptance of Terms: Owner, hereby agrees to retain the company's service for a full roof replacement on the terms and conditions stated herein. I further authorize and grant full access to the property for the purpose of staging and completing all agreed upon work.
- 2. Commencement of Work: Work shall commence within ten business days of material arriving on site excluding rain days. Company shall not be liable for delay in, or failure to perform due to labor controversies, strikes, fire, weather, acts of god, war, governmental sections, inability to obtain materials from usual sources, delays caused by, and/or as a direct result of Owners insurance company or other circumstances not listed which are beyond the control of the company.
- 3. Insurance: Roof X Inc ("Contractor") shall carry workers compensation, general liability, and automobile liability insurance and such other as required by law. Contractor will furnish a certificate of insurance evidencing the types and amounts of its coverages upon request.
- 4. Changes in the Work and Extra Work: Customer shall be entitled to order changes in the work and the price of the work shall be adjusted accordingly. Unless otherwise noted in the scope of work the price quoted does not does not include removing or replacing fascia, trim, sheathing, rafters, structural members, siding, masonry, vents, or caulking that isn't pertaining to new roof.
- 5. Right to Stop Work: The failure of the customer to make proper payment to the contractor when due shall entitle contractor, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid contractor shall be increased by the amount of contractor's reasonable costs of shut down, delay, and startup.
- 6. Back Charges: No back charges or claims for payment of services rendered or materials and equipment furnished by customer to contractor shall be valid unless previously authorized in writing by contractor and unless written notice is given to contractor within ten (10) days of the event, act or omission which is the basis of the back charge.
- 7. Construction Debris: Upon completion of the work, the company will make a reasonable effort to remove debris from the property, including but not limited to general clean-up of construction-related debris and a magnetic sweep of the eave line and walkways surrounding the project area. Company cannot guarantee the removal of all nails and or debris. Company shall not be liable for any resulting damages.
- 8. Landscaping: While company will make reasonable efforts to safeguard the lawn and or shrubbery. It is the sole responsibility of the owner to remove any and all lawn ornaments, exterior furniture and valuables. Company cannot guarantee the safekeeping of these items nor shall company assume any liability for damage.
- 9. Timely Payment: It is the owner's responsibility to ensure prompt payment to Roof X Inc. and not to exceed 7business days from receipt of invoice. Customer will incur a late payment penalty after the invoice goes beyond the 7 business days of \$45.00. Payments issued beyond 14 days late will be charged additional applicable late payment interest as allowable by state law. (This clause of the contract shall exclude those customers that are waiting on mortgage companies to release insurance funds and wouldn't take effect again until they had received funds from their mortgage company to pay the contractor). Additionally, owner will make a reasonable effort to ensure paperwork is turned in promptly and contractor is kept up to date with required paperwork to minimize the time it takes to receive draws from the mortgage company once draws are requested.
- 10. Force Majeure: Company shall not be liable for any natural and or unavoidable catastrophes that interrupt the expected course of events and restricts company from fulfilling its obligations herein, such as, but not limited to, excessive wind, hail, ice, rain, extreme weather conditions, fire, war, governmental actions, or other acts of God.
- 11. Labor Warranty: Company shall provide labor warranty of 10 years on roof installation unless otherwise stated in the scope of work. If a warranty claim is made and found to be unrelated to workmanship there will be a \$250.00 trip charge applied at time of jobsite visit.
- 12. Warranty Exclusions: Company shall have no liability or damages from fires, windstorms, or other hazards as it is

- normally covered by homeowner's insurance after the roof is installed.
- 13. Manufacturer's Warranty on Materials: All material for this job is subject to manufacturer's limited warrantywhich will be provided in writing to customer(s) on or before job completion.
- 14. Pre-Existing Materials: Repair of deteriorated decking, "waves" in decking, fascia boards, flashings, chimneys,gutters or other such materials unless otherwise expressly stated in the contract are not included. Should owner(s) elect to repair any and or all of these pre-existing materials. Owner shall be charged for both materials and labor as determined by the contractor. Company shall not be liable for
- 15. Pre-Existing Conditions: Company shall not be responsible or liable for issues due to deteriorated decking, improper ventilation, "waves" in decking, appearance of roof due to irregularities in underlying roofing system or other pre-existing structural defects. Additionally, Roof X Inc. will not be held liable for damages to items that are below roof decking and otherwise not visible such as improperly placed plumbing or water lines strapped to trusses near roof decking, electrical wiring, or any lines pertaining to the HVAC system whether electrical or otherwise.
- 16. Severability: If any provision of this contract is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of this contract shall be valid and enforceable to the extent granted by law.
- 17. Binding Arbitration: If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to arbitration. Mediation and arbitration to be held in Tampa, FL or surrounding area within Hillsborough County Florida.
- 18. Cancellation: If customer breaks the terms of this contract by not moving forward with project after permit is issued the penalty will be forfeiture of deposit.

Joe O'reilly
Joe O'reilly Date:

### Better Business Bureau®

## Start With Trust®

## BETTER BUSINESS BUREAU OF WEST FLORIDA, INC.



Roof X, Inc.

has pledged to uphold the BBB Accredited Business Standards as well as the Principles for Trust to include:

•Build Trust •Advertise Honestly •Tell the Truth •Be Transparent •Honor Promises

•Be Responsive •Safeguard Privacy and •Embody Integrity.

This  $1^{st}$  day of October, 2024

This membership is valid for one year only and may be revoked by the BBB due to violation of any of the above ethics.

Jaren W. Palver, President

bbb.org

# Florida

# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## DIAZ, RENE JOSEPH JR

ROOF X, INC. 1512 MCKAY CT SUITE 1 TAMPA FL 33619

**LICENSE NUMBER: CCC1330839** 

**EXPIRATION DATE: AUGUST 31, 2026** 

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

	runcate noider in neu of Such endors	SCIIIC	111(3)	•						
PROD	UCER				CONTACT NAME:					
				PHONE (A/C, No, Ext): (A/C, No):						
			F-MAII							
			ADDRE							
					INSURER(S) AFFORDING COVERAGE				NAIC #	
INSURED					INSURER A : INSURER B :					
					INSURER C:					
					INSURE					
					INSURER E :					
$\Box$	/ERAGES CER	TIEI	^ A T E	NUMBER:	INSURER F :					
					/F REE	N ISSUED TO			I ICV PERIOD	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$		
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$		
	SEAINIO-WADE SOCIAL							MED EXP (Any one person) \$		
								PERSONAL & ADV INJURY \$		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$		
	POLICY PRO- LOC							PRODUCTS - COMP/OP AGG \$		
								\$		
	OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT		
								(Ea accident) \$ BODILY INJURY (Per person) \$		
	ANY AUTO ALL OWNED SCHEDULED							` ' '		
	AUTOS AUTOS NON-OWNED							BODILY INJURY (Per accident) \$ PROPERTY DAMAGE &		
	HIRED AUTOS AUTOS							(Per accident)		
								\$		
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$		
	DED RETENTION \$							\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE		N/A						E.L. EACH ACCIDENT \$		
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A						E.L. DISEASE - EA EMPLOYEE \$		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$		
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (	ACORD	D 101, Additional Remarks Schedu	ile, may b	e attached if mo	re space is requi	red)		
		- (		,	, ,					
CERTIFICATE HOLDER CANCELLATION										
					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
				AUTHORIZED REPRESENTATIVE						



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).											
PRODUCER						CONTACT						
Acrisure Southeast Partners Insurance Services, LLC				s, LLC	NAME: Carmen Orsini PHONE 000 045 0407 FAX							
Attn: SouthEast Platform, PO Box 1788					(A/C, No, Ext): 800-845-843/ (A/C, No):							
Grand Rapids MI 49501					E-MAIL ADDRESS: corsini@acrisure.com							
					INSURER(S) AFFORDING COVERAGE INSURER A: Obsidian Specialty Insurance Company					NAIC #		
INSU	RED			License#: BR-1796553 ROOFXIN-02		16871						
_	of X, Inc.				INSURER B:							
	12 Mckay Bay Ct				INSURE							
	ite A npa FL 33619				INSURER D :							
'a	11pa 1 E 330 19				INSURER E :							
L					INSURE	RF:						
				NUMBER: 20555028	<i></i>			REVISION NUMBER:	.= = = :			
	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY R											
С	ERTIFICATE MAY BE ISSUED OR MAY	PER1	ΓAIN,	THE INSURANCE AFFORDI	ED BY	THE POLICIES	S DESCRIBE					
					BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s			
Α	X COMMERCIAL GENERAL LIABILITY			PTC-GL-000002129-02		10/27/2024	10/27/2025	EACH OCCURRENCE	\$ 1,000	,000		
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,0	00		
								MED EXP (Any one person)	\$ 5,000			
								PERSONAL & ADV INJURY	\$ 1,000	,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000	,000		
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$2,000			
	OTHER:								\$			
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$			
	ANY AUTO							BODILY INJURY (Per person)	\$			
	OWNED SCHEDULED							BODILY INJURY (Per accident)	\$			
	AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE	\$			
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$			
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$			
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$			
DED RETENTION\$								TOOREOTTE	\$			
WORKERS COMPENSATION								PER OTH-	Ψ			
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE									\$			
OFFICER/MEMBEREXCLUDED?								E.L. EACH ACCIDENT				
(Mandatory in NH)  If yes, describe under								E.L. DISEASE - EA EMPLOYEE				
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$			
DEC	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	1.50 /	A CODD	404 Additional Barranta Cabado	la man h			٠ الم				
L DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (	ACORD	101, Additional Remarks Schedu	ie, may be	e attached ir more	e space is require	ea)				
CERTIFICATE HOLDER CANCELLATION												
**Droof of Covers = **						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
**Proof of Coverage**					_	RIZED REPRESE	NTATIVE					
						0.00						

