

# Lake Bernadette Community Development District

## Board of Supervisors

Michael Berman, Chairman  
 Brenton Basinger, Vice Chairman  
 Robert Van Liew, Assistant Secretary  
 Bonnie Hazelett, Assistant Secretary  
 James Callaghan, Assistant Secretary

Mark Vega, District Manager  
 Scott Steady, Esquire, District Counsel  
 Dan Nessel, Clubhouse Manager  
 Tonja Stewart, District Engineer

## Regular Meeting Agenda

Tuesday, October 26, 2021 – 6:00 p.m.

Zoom Meeting information for **RESIDENTS ONLY** all residents must attend via Zoom

**Meeting ID: 858 5626 8025 Meeting Passcode: 123456**

**Meeting URL:** <https://us02web.zoom.us/j/89924275221?pwd=U2lJVGFhZW53WHlHekxyNytQMmZTZz09>

**Call in Number: (301) 715-8592**

- 1. Roll Call**
- 2. Audience Comments Limited to 3 minutes per Person**
- 3. Consent Agenda**
  - A. Approval of the Minutes of September 28, 2021 Meeting – *page #2*
  - B. Acceptance of the Financial Statements of September 2021 – *page #11*
  - C. Motion to Assign Fund Balance as of September 30, 2021 – *page #30*
  - D. Consideration of Resolution 2022-01, Removal of Secretary – *page #31*
  - E. Acceptance of the FY2021 Engagement Letter – *page #32*
- 4. Attorney’s Report**
- 5. Engineer’s Report**
  - A. Discussion of Maps and CDD Maintenance Responsibility
  - B. Discussion of Invasive Vegetation Plan
- 6. District Manager’s Report**
  - A. Consideration of the Inframark Management Services Contract – *page #43*
  - B. Discussion of the 5-Year Plan Update - *page #54*
  - C. Discussion of the Reserve Study
  - D. Aquatic Report – *page #55*
  - E. Discussion of Meeting Schedule – *page #63*
- 7. Clubhouse Manager’s Report - *page #64***
  - A. FHP Stats – *page #65*
- 8. Old Business**
  - A. Discussion of WBCH Network
  - B. Consideration of Furniture for Clubhouse
    - i. Fieldstone – *page #67*
    - ii. Matter Brothers – *page #100*
- 9. New Business and Supervisors’ Requests**
- 10. Adjournment**

**The Next Meeting is scheduled to be held Tuesday, November 16, 2021 at 6:00 p.m.**

### District Office:

Inframark  
 2654 Cypress Ridge Boulevard, Suite 101  
 Wesley Chapel, Florida, 33544  
 813-991-1116

### Meeting Location:

Lake Bernadette Clubhouse  
 5410 Golf Links Boulevard  
 Zephyrhills, Florida 33541  
 813-788-7690

**MINUTES OF MEETING  
LAKE BERNADETTE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Lake Bernadette Community Development District was held September 28, 2021 at 6:01 p.m. at the Lake Bernadette Clubhouse, 5410 Golf Links Boulevard, Zephyrhills, Florida.

Present and constituting a quorum were:

Michael Berman	Chairman
Brenton Basinger	Assistant Secretary
Robert Van Liew	Assistant Secretary
Bonnie Hazelett	Assistant Secretary
James Callaghan	Assistant Secretary

Also present were:

Jordan Lansford	District Manager
Dan Nesselt	Clubhouse Manager (via phone)
Tonja Stewart	District Engineer (via phone)
Joseph Barnes	WBCH Network
Number of residents	

*The following is a summary of the discussions and actions taken at the September 28, 2021 Lake Bernadette Community Development District’s Board of Supervisor Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

- Ms. Lansford called the meeting to order, and a quorum was established.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda**

- Audience comments were received.

**THIRD ORDER OF BUSINESS**

**Consent Agenda**

- A. Approval of the Minutes of August 24, 2021 Meeting**
- B. Acceptance of the Financial Statements Dated July 31, 2021**
- Corrections were made to the minutes and will be part of the final record.

On MOTION by Ms. Hazelett seconded by Mr. Basinger with all in favor the consent agenda was approved as amended. 5-0

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41 **SIXTH ORDER OF BUSINESS****District Manager's Report**42 **A. Consideration of the Inframark Management Services Contract**

- 43 • Ms. Lansford confirmed Inframark has agreed to the request of the flat rate for the  
44 contract in the amount of \$61,000.
- 45 • Mr. Steady reviewed the contract on behalf of the District with Chris Tarase, the Vice-  
46 President of Inframark. At the direction of Mr. Steady as per Ms. Lansford, he asked  
47 the contract not to be approved today until his final review.
- 48 • Mr. Van Liew stated in the contract it indicates they have six meetings when in  
49 actuality they are currently up to 12 meetings. Ms. Lansford will ensure that section  
50 in the contract will be updated.

51 **B. Discussion of the 5-Year Plan**

- 52 • Mr. Berman indicated he did not get a chance to provide the update of the five-year  
53 plan in today's package. He will update this and have it available for the next Board  
54 meeting along with proposals. He also mentioned the discussion had related to  
55 moving up the parking lot paving.
- 56 • Once he updates the five-year plan, he will forward it to Ms. Lansford to include in the  
57 October agenda package.
- 58 • Mr. Berman asked if anyone had questions related to the five-year plan; no questions  
59 were asked.
- 60 • Mr. Berman discussed the movies on the lawn and stated as they are getting closer to  
61 the Fall, he wonders if they need to go ahead and have things ordered. Ms. Lansford  
62 stated they could go ahead and do this if the Board so requests. Mr. Basinger  
63 indicated the WBCH Network will be part of that discussion and this will be discussed  
64 later in the meeting.

65 **C. Discussion of Reserve Study**

- 66 • Mr. Berman stated having the reserve study in a spreadsheet format versus a pdf  
67 makes a lot of a difference. In his review of this, he indicated some of the estimates  
68 may be a little high, but what he struggles with is trying to figure out where they stand

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69 with the current reserves they have and the reserves they are adding to, as well the  
70 overall reserve is also part of the reserve study.

71 • Mr. Berman asked Ms. Lansford whether the District Accountant can go through this  
72 and compare it to their current reserves to see what is budgeted right now to give  
73 them a more understandable explanation.

74 • Ms. Lansford was asked to reach out to the Districts' accountant. She stated she will  
75 see if they can prepare a forecast report on what needs to be contributed and follow-  
76 up with the Board at the next meeting.

77 • Mr. Berman would like a breakout on the big number at the end versus the line by  
78 line. If there are items which do not fall into the existing reserves, he thinks it makes  
79 it easier to look at them with a little more granularity versus line by line gradually.

80 • Ms. Lansford will work with the accounting department to have this request done and  
81 available in the next agenda package.

82

83 **FOURTH ORDER OF BUSINESS****Attorney's Report**

84 • Mr. Steady stated they discussed the last time and unfortunately there is no panacea  
85 on the pond issues. Mr. Steady has had discussion with Ms. Stewart, and they have  
86 talked and worked on these issues for years. He has done land development before  
87 and continues to do it. Although they have hired Craig Varn on drainage and  
88 permitting, he has been around it and Ms. Stewart has worked on these issues for  
89 years. In discussion with Ms. Stewart, it was suggested to get all parties involved  
90 together and coming up with a solution.

91 • The hope was the golf course would be sold to a new owner who would recognize the  
92 need to come up with a global solution, but his understanding is the sale fell through.

93 • The last document suggested the HOA is responsible for all drainage but that is based  
94 on the County's approval which does not necessarily apply to the Water Management  
95 District but bringing everyone into litigation is way too expensive. He likes to have  
96 answers and a game plan but until the golf course cooperates, and he is uncertain as  
97 to the answer.

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- 98           • Mr. Berman questions Mr. Callaghan and Mr. Van Liew regarding the status of the golf  
99           course as he understood it was sold then not sold.
- 100          • Mr. Van Liew explained they were going back and forth on the amount of money  
101           because it did not close on-time it was stated the buyer was going to owe the previous  
102           owners and they were going back and forth. The golf course is supposed to close at  
103           the beginning of October. Further discussion ensued whether the sale will or will not  
104           go through for purchase of the golf course.
- 105          • Mr. Berman stated the best course of action is to hold for a few weeks and hope the  
106           sale goes through and get together with the new owner.
- 107          • Mr. Steady stated they could give it another month as it is not an issue that is blinding  
108           at the moment. Ms. Lansford asked if Mr. Nesselt will inform her if the purchase goes  
109           through so that she can inform Ms. Stewart and Mr. Steady.
- 110          • Mr. Steady indicated he had received direction to look at the contract and he called  
111           Ms. Lansford and they talked about different contracts which he is familiar with and  
112           mentioned he had not heard back from them. The current contract form he does not  
113           believe he reviewed it when it was originally approved. He is certain the contract will  
114           be a different form and requested it be tabled until the next meeting.

115

**FIFTH ORDER OF BUSINESS****Engineer's Report****A. Discussion of Maps and CDD Maintenance Responsibility**

- 117           • The above item was discussed and tabled during the attorney's report.
- 118          • Mr. Berman wanted to touch base on the long topic they have had regarding drainage  
119           and long-term fire suppression management. He stated they have not touched on  
120           these items for a while and asked if there is anything that he is missing that has been  
121           going on with her, Ms. Clementi.
- 122          • Ms. Stewart stated that she and Ms. Clementi have spoken on and off because she  
123           had mentioned to her that she thinks what has happened trying to figure all the other  
124           stuff out with the golf course has consumed most of her time. She is in the process of  
125           trying to schedule inspections to go out and take a look at some field conditions, but  
126           it is still a little too wet to do so. She is trying to get everything coordinated over the  
127

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128 next few months and will get with Ms. Clementi, but she would say this is not the time  
129 for Ms. Clementi to do anything either.

130 • Ms. Stewart asked if they have a budget for invasive vegetation or does the Board like  
131 for her to bring thoughts back in terms of location and cost. Mr. Berman stated he  
132 believes there are reserves for this purpose, but he would like some input on  
133 priorities, and timing. Ideally, they want to take care of the neglect from over the  
134 years and get to the point where they are keeping up. He knows they cannot magically  
135 take care of things overnight but he would like to get things to where they need to be  
136 so they can do maintenance on a yearly basis.

137 • Ms. Stewart will get with Ms. Clementi and come up with a game plan and initiate  
138 some plans at the next meeting.

139 • Mr. Basinger had a conversation with Mr. Joseph Barnes who has an outfit called WBTH  
140 network which partners with organizations such as CDDs, and businesses and gets in  
141 front of potential customers and sponsors various types of events like the fireworks  
142 display brought by Apple/Toyota.

143 • Mr. Barnes stated he appreciated Mr. Nesselt's patience in coming into his office  
144 discussing upcoming events. He is a resident of Lake Bernadette and he shared a video  
145 with the Board on what the network offers the communities.

146 • Mr. Barnes shared a video which the Board watched. He provided an extensive  
147 overview of the services and shared some of the event ideas.

148 • Mr. Barnes asked what the Board felt about the idea presented. Board members  
149 provided their input on this and questioned what would be expected of the Board.

150 • Ms. Lansford provided her input on this discussion.

151 • Mr. Van Liew asked what is expected as a Community and a Board. Do they want a  
152 billboard out and asked what are the parameters.

153 • Further discussion ensued on this matter.

154 • Mr. Berman stated what will be their next step in trying to fill this out in a little more  
155 detail. There were some questions which Ms. Lansford will get sent for them to obtain  
156 a more detailed reply.

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- 157           • Ms. Lansford noted they will obtain more information and talk to Mr. Steady and bring  
158           more information in writing back to the Board at the next meeting, getting a cohesive,  
159           clear, and concise documentation to work out and make a motion.
- 160           • Extensive discussion was had on this matter with input from the Board.

161

**SIXTH ORDER OF BUSINESS****District Manager's Report continued****D. Consideration of Clubhouse Furniture Proposals****i. Matter Brother Furniture**

- 165           • Mr. Van Liew had a number of statements on the furniture deal. A couple of things  
166           occurred, one of the things that happened he attended the mystery dinner Sunday  
167           night and in the process of this when they look at this big room and there is nothing  
168           in it was full with the tables that they have that can be folded up and put away an  
169           event happened and they didn't lack for anything as far as the event was concerned,  
170           it went off very nice they did a good show. This leads to another point which he has  
171           had discussions about furniture before and that is what to do when a guest or  
172           someone rents the room and does not need the furniture and they need to move it  
173           out of the way. Or someone's birthday party does not need it.
- 174           • No matter which they go with furniture, staff should be observing when it is being  
175           moved.
- 176           • Mr. Berman understands that having staff present for moving furniture makes a lot of  
177           sense but asked Mr. Van Liew what is he suggesting.
- 178           • Mr. Van Liew stated furniture that looks nice like the kind around the fireplace. He  
179           thinks that would do with what they would like to have.
- 180           • Mr. Van Liew stated they did not want to spend a lot of money because style-wise it  
181           is going to change, maybe the furniture holds up wonderfully, but it is not really what  
182           you want. His suggestion is a small amount of furniture that would look nice in the  
183           area.
- 184           • Mr. Berman stated they were speaking about a couple of couches, and maybe a table  
185           and this is where they were. They were not talking about giant sectionals.

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- 186           • Mr. Van Liew provided a couple of pictures to Mr. Nesselts who provided those to  
187           Matter Brothers representative which was mid-century style furniture. You can do  
188           strong furniture with cushions so in two years cushions are replaceable and change  
189           the color.
- 190           • The Board reviewed the proposal provided by Matter Brothers and discussed various  
191           options.
- 192           • Further discussion ensued on the furniture.
- 193           • Ms. Lansford suggested if they want to go with residential or commercial and or some  
194           other design concept this could be a possibility or if they wanted to make a decision  
195           to go with Fieldstone or Matter Brothers.
- 196           • Mr. Van Liew stated he would like to get a quote from a couple of vendors to scale  
197           back what they are speaking about two couches and two chairs and a center table.  
198           He would like to have Fieldstone provide a quote.

200           On MOTION by Mr. Van Liew seconded by Ms. Hazelett with all in  
201           favor obtaining a proposal from Matter Brothers for two couches,  
202           two opposing chairs and a center coffee table to be presented at  
203           the October meeting was approved. 5-0

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205           **ii. Tampa Office Furniture**

- 206           • Mr. Berman presented the pictures of the furniture he had from Tampa office  
207           furniture.
- 208           • Discussion was had regarding the holiday lights. Ms. Lansford emailed this for  
209           informational purposes as Mr. Basinger had secured a company to install the holiday  
210           lights for the District.
- 211           • Mr. Basinger asked if Mr. Nesselts had been in contact with Tim Gaye. He confirmed  
212           they had received their deposit.
- 213           • Mr. Van Liew asked when will the light be installed and Mr. Basinger indicated around  
214           Thanksgiving as Tim Gaye's company was selected as they had better pricing for what  
215           was asked.

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216 **E. Pond Report**

- 217 • Mr. Berman indicated the pond report was not in the agenda and was provided under  
218 separate cover and asked if there were any questions.
- 219 • Mr. Van Liew stated there is a pond which is turning into a non-pond, Pond #4. It is a  
220 mess, but it is not a CDD pond.
- 221 • Ms. Lansford indicated there was one additional item for discussion which was not  
222 included in the agenda package but was forwarded to the Board. She received the  
223 Statewide Mutual Aid agreement for the District which had not been updated since  
224 2000. The purpose of this agreement is to receive any assistance if there is a natural  
225 disaster, hurricane.
- 226 • Mr. Van Liew asked what the District has in terms of responsibility. He indicated the  
227 District does not have any equipment such as back-hoes, but we have staff.
- 228 • Ms. Lansford asked the Board to approve the Statewide Mutual Agreement since it  
229 had not been updated since 2000.

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231 On MOTION by Mr. Van Liew seconded by Ms. Hazelett with all in  
232 favor Statewide Mutual Agreement was approved. 5-0

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234 **SEVENTH ORDER OF BUSINESS****Clubhouse Manager's Report**235 **A. FHP Stats**

- 236 • There is a problem with the ConAir contractor who installed the front door for the  
237 clubhouse three weeks ago. The problem is with low voltage, the mag lock and  
238 motion sensor. Mr. Nesselts reached out to the contractor who wanted to do a work  
239 change order for an additional \$2,000 but Mr. Nesselts informed him this could not  
240 happen and found him a company that will install, which the contractor will have to  
241 pay for. The initial cost for the door installation was \$9,400 and Mr. Nesselts stated he  
242 was not going to pay an additional \$2,000 for a change order which should have been  
243 included in the original cost.
- 244 • Mr. Nesselts indicated he spoke with George from Grace Construction as the bathroom  
245 renovation which started in June at the Cabana they are waiting on the County for the  
246 plumbing and electrical permit.

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- 247 • Further discussion ensued on this matter and Ms. Lansford was asked if she could
- 248 assist in getting this process to move along. She stated she will try and will also reach
- 249 out to Ms. Stewart to see if she has any connections that could help with this process.
- 250 • Mr. Basinger offered to go down to the County once he is provided the permit
- 251 information to the Permit office to see if he can help move things along.
- 252 • Mr. Nesselst mentioned issues with the radar sign which have not been resolved.
- 253 • Mr. Nesselst stated they have had cancellations due to Covid, but the Party City has
- 254 been consistent on Saturdays, no one has complained about no furniture.

**EIGHTH ORDER OF BUSINESS**

**Old Business**

- 257 • There being none, the next item followed.

**NINTH ORDER OF BUSINESS**

**New Business and Supervisors' Request**

- 260 • There being none, the next item followed.

**TENTH ORDER OF BUSINESS**

**Adjournment**

<p>264 On MOTION by Ms. Hazelett seconded by Mr. Van Liew with all in</p> <p>265 favor the meeting was adjourned. 5-0</p>
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**LAKE BERNADETTE**  
**Community Development District**

*Financial Report*  
*September 30, 2021*

**Prepared by:**



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**LAKE BERNADETTE**  
**Community Development District**

**Financial Statements**

(Unaudited)

*September 30, 2021*

**Balance Sheet**  
September 30, 2021

ACCOUNT DESCRIPTION	GENERAL FUND	DOUBLE EAGLE COURT ROAD FUND	JANINE DRIVE FUND	TOTAL
<b><u>ASSETS</u></b>				
Cash - Checking Account	\$ 103,624	\$ -	\$ -	\$ 103,624
Due From Other Funds	-	15,581	8,201	23,782
Investments:				
Money Market Account	1,371,212	-	-	1,371,212
Prepaid Items	2,125	-	-	2,125
Deposits	835	-	-	835
<b>TOTAL ASSETS</b>	<b>\$ 1,477,796</b>	<b>\$ 15,581</b>	<b>\$ 8,201</b>	<b>\$ 1,501,578</b>
<b><u>LIABILITIES</u></b>				
Accounts Payable	\$ 7,669	\$ -	\$ -	\$ 7,669
Accrued Expenses	800	-	-	800
Accrued Wages Payable	1,077	-	-	1,077
Deposits	2,185	-	-	2,185
Due To Other Funds	23,782	-	-	23,782
<b>TOTAL LIABILITIES</b>	<b>35,513</b>	<b>-</b>	<b>-</b>	<b>35,513</b>

**Balance Sheet**  
September 30, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND</u>	<u>DOUBLE EAGLE COURT ROAD FUND</u>	<u>JANINE DRIVE FUND</u>	<u>TOTAL</u>
<b><u>FUND BALANCES</u></b>				
<b>Nonspendable:</b>				
Prepaid Items	2,125	-	-	2,125
Deposits	835	-	-	835
<b>Assigned to:</b>				
Operating Reserves	144,799	-	-	144,799
Reserves - Clubhouse/Cabana	58,256	-	-	58,256
Reserves - Court Amenities	3,542	-	-	3,542
Reserves- Lake Embank/Drainage	59,467	-	-	59,467
Reserves - Roadways	19,693	-	-	19,693
Reserves - Swimming Pools	75,347	-	-	75,347
<b>Unassigned:</b>	1,078,219	15,581	8,201	1,102,001
<b>TOTAL FUND BALANCES</b>	<b>\$ 1,442,283</b>	<b>\$ 15,581</b>	<b>\$ 8,201</b>	<b>\$ 1,466,065</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,477,796</b>	<b>\$ 15,581</b>	<b>\$ 8,201</b>	<b>\$ 1,501,578</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>SEP-21 BUDGET</u>	<u>SEP-21 ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<b><u>REVENUES</u></b>						
Interest - Investments	\$ 13,000	\$ 3,442	\$ (9,558)	\$ 1,083	\$ 169	\$ (914)
Room Rentals	750	545	(205)	63	18	(45)
Interest - Tax Collector	100	3	(97)	-	-	-
Special Assmnts- Tax Collector	783,865	783,912	47	-	-	-
Special Assmnts- Discounts	(31,355)	(27,195)	4,160	-	-	-
Other Miscellaneous Revenues	1,250	661	(589)	104	-	(104)
Access Cards	175	46	(129)	15	(10)	(25)
Amenities Revenue	175	-	(175)	-	-	-
Recreation Membership	500	-	(500)	-	-	-
Insurance Premium Rebate	1,000	2,031	1,031	-	-	-
<b>TOTAL REVENUES</b>	<b>769,460</b>	<b>763,445</b>	<b>(6,015)</b>	<b>1,265</b>	<b>177</b>	<b>(1,088)</b>
<b><u>EXPENDITURES</u></b>						
<b><u>Administration</u></b>						
P/R-Board of Supervisors	10,000	12,724	(2,724)	1,000	1,924	(924)
FICA Taxes	765	903	(138)	77	77	-
ProfServ-Engineering	10,000	12,308	(2,308)	750	-	750
ProfServ-Legal Services	3,000	8,263	(5,263)	500	1,440	(940)
ProfServ-Mgmt Consulting	57,785	57,785	-	4,815	4,815	-
ProfServ-Property Appraiser	150	150	-	-	-	-
Professional Fees	8,400	-	8,400	700	-	700
Auditing Services	6,500	4,250	2,250	-	-	-
Postage and Freight	300	281	19	25	22	3
Insurance - General Liability	18,368	16,556	1,812	-	-	-
Printing and Binding	200	641	(441)	20	216	(196)
Legal Advertising	300	800	(500)	30	144	(114)

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>SEP-21 BUDGET</u>	<u>SEP-21 ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
Miscellaneous Services	1,000	1,212	(212)	83	96	(13)
Misc-Assessment Collection Cost	15,677	15,279	398	-	-	-
Misc-Taxes	2,500	2,087	413	-	99	(99)
Misc-Web Hosting	3,065	2,364	701	255	30	225
Office Supplies	250	-	250	21	-	21
Annual District Filing Fee	175	175	-	-	-	-
<b>Total Administration</b>	<b>138,435</b>	<b>135,778</b>	<b>2,657</b>	<b>8,276</b>	<b>8,863</b>	<b>(587)</b>
<b>Field</b>						
Payroll-Benefits	-	-	-	-	16	(16)
Payroll-General Staff	88,550	100,733	(12,183)	7,379	7,385	(6)
FICA Taxes	6,775	7,706	(931)	565	565	-
Life and Health Insurance	10,536	14,431	(3,895)	878	(48)	926
Workers' Compensation	4,631	4,366	265	-	-	-
Contracts-Janitorial Services	8,000	8,400	(400)	667	750	(83)
Contracts-Security Services	2,000	454	1,546	167	41	126
Contracts-Landscape	48,300	48,300	-	4,025	4,025	-
Contracts-Roving Patrol	12,000	11,920	80	1,000	800	200
Travel	600	256	344	-	-	-
Communication - Telephone	850	527	323	71	70	1
Utility - Cable TV Billing	2,000	2,140	(140)	167	184	(17)
Electricity - General	16,000	13,710	2,290	1,333	1,410	(77)
Electricity - Streetlights	39,000	34,863	4,137	3,250	3,165	85
Utility - Water	15,000	9,939	5,061	1,250	811	439
Utility - Gas	9,628	7,144	2,484	802	-	802
Utility - Refuse Removal	500	408	92	42	34	8
R&M-Air Conditioning	2,500	415	2,085	208	-	208
R&M-Buildings	6,821	4,520	2,301	568	-	568

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2021

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>	<b>SEP-21 BUDGET</b>	<b>SEP-21 ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>
R&M-Equipment	40,000	15,327	24,673	3,333	681	2,652
R&M-Other Landscape	35,000	14,226	20,774	2,917	-	2,917
R&M-Irrigation	7,879	1,073	6,806	657	-	657
R&M-Lake	18,072	18,576	(504)	1,506	1,548	(42)
R&M-Pest Control	750	771	(21)	63	110	(47)
R&M-Pools	22,469	14,689	7,780	1,872	1,218	654
R&M-Wetland Monitoring	5,000	-	5,000	-	-	-
R&M-Fitness Equipment	5,000	802	4,198	417	-	417
R&M-Pressure Washing	6,000	8,557	(2,557)	500	857	(357)
Road/Sidewalk Maintenance	5,000	6,227	(1,227)	417	-	417
Miscellaneous Services	2,500	3,929	(1,429)	208	-	208
Misc-News Letters	1,500	250	1,250	125	-	125
Misc-Contingency	1,500	-	1,500	125	-	125
Office Supplies	4,500	2,941	1,559	375	8	367
Cleaning Supplies	4,500	1,999	2,501	375	157	218
Op Supplies - Uniforms	400	-	400	33	-	33
Subscriptions and Memberships	7,000	2,720	4,280	583	283	300
Capital Outlay	126,000	18,305	107,695	10,500	235	10,265
Reserve - Clubhouse/Cabana	2,300	10,820	(8,520)	192	-	192
Reserve - Court Amenities	500	1,588	(1,088)	42	-	42
Reserve-Lake Embankm/Drainage	15,000	7,430	7,570	1,250	3,600	(2,350)
Reserve - Roadways	1,000	-	1,000	83	-	83
Reserve - Swimming Pools	20,000	-	20,000	1,667	-	1,667
<b>Total Field</b>	<b>605,561</b>	<b>400,462</b>	<b>205,099</b>	<b>49,612</b>	<b>27,905</b>	<b>21,707</b>
<b>TOTAL EXPENDITURES</b>	<b>743,996</b>	<b>536,240</b>	<b>207,756</b>	<b>57,888</b>	<b>36,768</b>	<b>21,120</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>SEP-21 BUDGET</u>	<u>SEP-21 ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
Excess (deficiency) of revenues						
Over (under) expenditures	25,464	227,205	201,741	(56,623)	(36,591)	20,032
<b><u>OTHER FINANCING SOURCES (USES)</u></b>						
Contribution to (Use of) Fund Balance	25,464	-	(25,464)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>25,464</b>	<b>-</b>	<b>(25,464)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ 25,464	\$ 227,205	\$ 150,813	\$ (56,623)	\$ (36,591)	\$ 20,032
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>1,215,078</b>	<b>1,215,078</b>				
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,240,542</b>	<b>\$ 1,442,283</b>				

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>SEP-21 BUDGET</u>	<u>SEP-21 ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<b><u>REVENUES</u></b>						
Interest - Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Assmnts- Tax Collector	4,116	4,108	(8)	-	-	-
Special Assmnts- Discounts	(165)	(143)	22	-	-	-
<b>TOTAL REVENUES</b>	<b>3,951</b>	<b>3,965</b>	<b>14</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b><u>EXPENDITURES</u></b>						
<b><u>Administration</u></b>						
Misc-Assessment Collection Cost	82	80	2	-	-	-
<b>Total Administration</b>	<b>82</b>	<b>80</b>	<b>2</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>82</b>	<b>80</b>	<b>2</b>	<b>-</b>	<b>-</b>	<b>-</b>
Excess (deficiency) of revenues Over (under) expenditures	3,869	3,885	16	-	-	-
<b><u>OTHER FINANCING SOURCES (USES)</u></b>						
Contribution to (Use of) Fund Balance	3,869	-	(3,869)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>3,869</b>	<b>-</b>	<b>(3,869)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ 3,869	\$ 3,885	\$ (7,722)	\$ -	\$ -	\$ -
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>11,696</b>	<b>11,696</b>				
<b>FUND BALANCE, ENDING</b>	<b>\$ 15,565</b>	<b>\$ 15,581</b>				

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>SEP-21 BUDGET</u>	<u>SEP-21 ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<b><u>REVENUES</u></b>						
Interest - Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Assmnts- Tax Collector	1,932	1,896	(36)	-	-	-
Special Assmnts- Discounts	(77)	(66)	11	-	-	-
<b>TOTAL REVENUES</b>	<b>1,855</b>	<b>1,830</b>	<b>(25)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b><u>EXPENDITURES</u></b>						
<b><u>Administration</u></b>						
Misc-Assessment Collection Cost	39	37	2	-	-	-
<b>Total Administration</b>	<b>39</b>	<b>37</b>	<b>2</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>39</b>	<b>37</b>	<b>2</b>	<b>-</b>	<b>-</b>	<b>-</b>
Excess (deficiency) of revenues Over (under) expenditures	1,816	1,793	(23)	-	-	-
<b><u>OTHER FINANCING SOURCES (USES)</u></b>						
Contribution to (Use of) Fund Balance	1,816	-	(1,816)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>1,816</b>	<b>-</b>	<b>(1,816)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ 1,816	\$ 1,793	\$ (3,655)	\$ -	\$ -	\$ -
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>6,408</b>	<b>6,408</b>				
<b>FUND BALANCE, ENDING</b>	<b>\$ 8,224</b>	<b>\$ 8,201</b>				

**Notes to the Financial Statements**  
**September 30, 2021**

**Governmental Funds**

▶ **Assets**

- **Investments** - General Fund monies (See Cash & Investment Report for further details.) There is one checking account for the District - Bank United.
- **Pre-paid Expenses** - Christmas decorations.
- **Deposits** - Progress Energy & Pasco County Utility deposits.
- **Due From Other Funds** - Monies owed for assessment collections.

▶ **Liabilities**

- **Accounts Payable** - Invoices for current month but not paid in current month.
- **Accrued Expenses** - Security roving.
- **Accrued Payroll** - Accrued 10/01 payroll - Bank United deduction done 09/30.
- **Deposits** - Utility & Pool key deposits.

**Fund Balance**

- **Reserves** - Clubhouse / Cabana - are for repairs and maintenance.
- **Reserves** - Court Amenities - for repairs and maintenance.
- **Reserves** - Lake Embankment / Drainage - for drainage repairs and maintenance.
- **Reserves** - Roadways - for roadway repairs and maintenance.
- **Reserves** - Swimming Pools - for swimming pool repairs and maintenance.

**Notes to the Financial Statements**  
**September 30, 2021**

**Financial Overview / Highlights**

**Revenues**

- ▶ Total General Fund revenues are 99% of the Annual Adopted budget and Assessment are fully collected.
- ▶ Total General Fund expenditures are at approximately 72% of the Annual Adopted budget.

**Variance Analysis**

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
<b>Expenditures</b>				
<b><u>Administrative</u></b>				
P/R Board of Supervisors	\$ 10,000	\$ 12,724	127%	Board meetings through September.
ProfServ - Engineering	\$ 10,000	\$ 12,308	123%	Engineer prepared ownership, maintenance maps, drainage connection issue at Lake Bernadette.
ProfServ - Legal	\$ 3,000	\$ 8,263	275%	Drainage issues & client representation at CDD meetings.
Insurance - General Liability	\$ 18,368	\$ 16,556	90%	Final payment made in June.
Miscellaneous Services	\$ 1,000	\$ 1,212	121%	Bank fees. Sun Trust account closed.
Misc-Taxes	\$ 2,500	\$ 2,087	83%	Stormwater & Solid Waste assessments paid in full.
Annual District Filing Fee	\$ 175	\$ 175	100%	Filing fee has been paid in full.
<b><u>Field</u></b>				
Life and Health Insurance	\$ 10,536	\$ 14,431	137%	Life / Health Insurance higher than budgeted amount.
Contracts - Janitorial Services	\$ 8,000	\$ 8,400	105%	112 cleanings performed @ \$75 per cleaning.
Contracts - Security Services	\$ 2,000	\$ 454	23%	ADT Security (\$41 per month) is the only expense for this line item. Budget to be adjusted in FY22
Contracts - Roving Patrol	\$ 12,000	\$ 11,920	99%	Roving patrol costs vary per month based on the number of days performed.
Utility - Cable TV Billing	\$ 2,000	\$ 2,140	107%	Price increase from \$174 to \$184 per month.
R&M Pressure Washing	\$ 6,000	\$ 8,557	143%	Pressure cleaning of sidewalks, curbs & basketball courts.
Road/Sidewalk Maintenance	\$ 5,000	\$ 6,227	125%	Installation of driving post at pool driveway / parking lot & replacement of two sidewalk panels.
Miscellaneous Services	\$ 2,500	\$ 3,929	157%	Computer repairs / tech labor & relocate bike rack.
Reserve - Clubhouse/Cabana	\$ 2,300	\$ 10,820	470%	Exterior pressure washing, Reserve study paid in full & Interior design service.
Reserve - Court Amenities	\$ 500	\$ 1,588	318%	Tennis shade structure & light repairs.

**LAKE BERNADETTE**  
**Community Development District**

Supporting Schedules

*September 30, 2021*

# Lake Bernadette

Community Development District

**Non-Ad Valorem Special Assessments  
(Pasco County Tax Collector - Monthly Collection Distributions)  
For the Fiscal Year Ending September 30, 2021**

Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	ALLOCATION		
					General Fund Assessments	Eagle Fund Assessments	Janine Drive Fund Assessments
<b>Assessments Levied FY 2021</b>				\$789,916	\$ 783,868	\$ 4,116	\$ 1,932
<b>Allocation %</b>				100.00%	99.24%	0.52%	0.24%
11/06/20	\$ 4,894	\$ 277	\$ 100	\$ 5,270	\$ 5,230	\$ 27	\$ 13
11/17/20	32,330	1,374	660	34,364	34,103	179	82
11/25/20	40,299	1,713	822	42,835	42,509	223	103
12/02/20	381,552	16,221	7,787	405,560	402,478	2,109	973
12/09/20	127,939	5,439	2,611	135,990	134,956	707	326
12/18/20	56,776	2,376	1,159	60,311	59,853	314	145
12/30/20	15,417	496	315	16,227	16,104	84	39
01/11/21	9,029	285	184	9,498	9,426	49	23
02/09/21	10,085	219	206	10,510	10,430	55	25
03/09/21	6,035	71.05	123	6,229	6,181	32	15
04/07/21	26,659	9	544	27,212	27,005	142	65
05/11/21	3,536	(105)	72	3,503	3,477	18	8
06/04/21	884	(26)	18	876	869	5	2
06/09/21	31,681 1	(946)	795	31,530	31,290	164	76
<b>TOTAL</b>	<b>\$ 747,116</b>	<b>\$ 27,404</b>	<b>\$ 15,396</b>	<b>\$ 789,915</b>	<b>\$ 783,912</b>	<b>\$ 4,108</b>	<b>\$ 1,896</b>
<b>% COLLECTED</b>				100%	100%	100%	100%
<b>TOTAL OUTSTANDING</b>				<b>\$ 1</b>	<b>\$ (44)</b>	<b>\$ 8</b>	<b>\$ 36</b>

Notes:

1) Tax Certificate sale.

**Cash and Investment Report**  
*September 30, 2021*

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>MATURITY</u>	<u>YIELD</u>	<u>BALANCE</u>
<b>GENERAL FUND</b>				
Checking Account - Operating	BankUnited	N/A	0.00%	\$ 103,624
Money Market Account	BankUnited	N/A	0.20%	\$ 1,371,212
			<b>Total</b>	<b><u>\$ 1,474,836</u></b>

**LAKE BERNADETTE**

Community Development District

**Payment Register by Fund  
For the Period from 09/01/21 to 09/30/21  
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>GENERAL FUND - 001</b>							
<b>CHECK # 3266</b>							
001	09/03/21	COMPLETE I.T.	7281	MTHLY DATA PLAN/EMAIL ACCTS	Subscriptions & Memberships	554001-53901	\$282.65
<b>CHECK # 3267</b>							
001	09/03/21	MANSON BOLVES DONALDSON VARN PA	10675	LEGAL SVCS 5/1/21-6/30/21	legal services ponds	531023-51401	\$3,492.50
<b>CHECK # 3268</b>							
001	09/03/21	STAN'S LOCK AND KEY SERVICE	6800	ELECTRONIC STRIKE/FACEPLATE LOCK	R&M-Pools	546074-53901	\$323.35
<b>CHECK # 3269</b>							
001	09/03/21	WASTE MANAGEMENT OF FLORIDA	0676469-1568-5	SEPT REFUSE REMOVAL	Utility - Refuse Removal	543020-53901	\$34.00
<b>CHECK # 3270</b>							
001	09/07/21	AQUA TRIANGLE 1 CORP	3058	MONTHLY POOL MAINT	R&M-Pools	546074-53901	\$895.00
<b>CHECK # 3271</b>							
001	09/07/21	BURR FORMAN LLP	1257866	GEN COUNSEL THRU JULY 2021	ProfServ-Legal Services	531023-51401	\$210.00
<b>CHECK # 3272</b>							
001	09/13/21	DLTD SOLUTIONS INC.	0003360	SEC SVCS SCHEDULER FEE AUG 2021	Contracts-Roving Patrol	534099-53901	\$120.00
<b>CHECK # 3273</b>							
001	09/13/21	ILLUMINATIONS HOLIDAY LIGHTING LLC	23921	HOLIDAY LIGHTS - 50% DEPOSIT	Eiland entrance Christmas lights	155000	\$2,125.00
<b>CHECK # 3274</b>							
001	09/13/21	JEFFREY MASON	0003361	SEC / TRAFFIC CONTROL AUG 2021	Contracts-Roving Patrol	534099-53901	\$600.00
<b>CHECK # 3275</b>							
001	09/13/21	SOLITUDE LAKE MANAGMENT	PI-A00614751	JUNE LAKE/POND MGMT	pond maintenance	546042-53901	\$1,548.00
<b>CHECK # 3276</b>							
001	09/16/21	FLORIDA UC FUND	090421	RE-EMPLOYMENT TAX - PERIOD 03/31/21	Misc - Taxes	549085-51301	\$85.51
<b>CHECK # 3277</b>							
001	09/16/21	ON THE FLY PEST CONTROL, LLC	091421	PEST CONTROL 9/14/21	R&M-Pest Control	546070-53901	\$110.00
<b>CHECK # 3278</b>							
001	09/16/21	SITE MASTERS OF FL LLC	090921-2	REMEDIATED EROSION ON POND SLOPE	Reserve-Lake Embankm/Drainage	568100-53901	\$3,600.00
<b>CHECK # 3279</b>							
001	09/16/21	SOLITUDE LAKE MANAGMENT	PI-A00668844	SEPT LAKE/POND MGMT SVCS	pond maintenance	546042-53901	\$1,548.00
<b>CHECK # 3280</b>							
001	09/16/21	SARAH NESSELT	081521	AUG JANITORIAL SVCS	Contracts-Janitorial Services	534026-53901	\$750.00

**LAKE BERNADETTE**

Community Development District

**Payment Register by Fund  
For the Period from 09/01/21 to 09/30/21  
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK # 3281</b>							
001	09/21/21	INFRAMARK, LLC	67894	SEPT 2021 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,815.42
001	09/21/21	INFRAMARK, LLC	67894	SEPT 2021 MGMT FEES	Postage and Freight	541006-51301	\$21.93
001	09/21/21	INFRAMARK, LLC	67894	SEPT 2021 MGMT FEES	Printing and Binding	547001-51301	\$216.31
<b>Check Total</b>							<b>\$5,053.66</b>
<b>CHECK # 3282</b>							
001	09/23/21	ERIC ROSINSKI	091621	PRESSURE WASHING @ BASKETBALL COURT	pressure wash fence / bb courts	546171-53901	\$857.30
<b>CHECK # 3283</b>							
001	09/30/21	COMPLETE I.T.	7388	ZOOM MTG 8/24/21	Misc-Web Hosting	549915-51301	\$30.00
001	09/30/21	COMPLETE I.T.	7389	ZOOM MEETING 9/28/21	Misc-Web Hosting	549915-51301	\$30.00
<b>Check Total</b>							<b>\$60.00</b>
<b>CHECK # DD01926</b>							
001	09/05/21	ADT SECURITY SVCS - ACH	85957-081321	SEC SVCS THRU SEPT 2021	Contracts-Security Services	534037-53901	\$41.30
<b>CHECK # DD01927</b>							
001	09/05/21	CARDMEMBER SERVICES - ACH	081621-2780 ACH	SHOP VAC/PAPER/TONER/PARKING LOT SIGNS	shop vac/parking lot signs	546022-53901	\$166.29
001	09/05/21	CARDMEMBER SERVICES - ACH	081621-2780 ACH	SHOP VAC/PAPER/TONER/PARKING LOT SIGNS	paper/toner	551002-53901	\$69.43
<b>Check Total</b>							<b>\$235.72</b>
<b>CHECK # DD01928</b>							
001	09/07/21	PASCO COUNTY UTILITIES SERVICE	080621 ACH	BILL PRD 7/8-8/6/21	Utility - Water	543018-53901	\$810.80
<b>CHECK # DD01935</b>							
001	09/16/21	DUKE ENERGY	082521 ACH	BILL PRD 7/26-8/24/21	Electricity - Streetlighting	543013-53901	\$3,164.88
<b>CHECK # DD01936</b>							
001	09/14/21	BRIGHT HOUSE NETWORKS	048081301083021	BILL PRD 8/28-9/27/21	Utility - Cable TV Billing	543003-53901	\$184.34
<b>CHECK # DD01957</b>							
001	09/16/21	DUKE ENERGY	082621 ACH	BILL PRD 7/27-8/25/21	Electricity - Streetlighting	543013-53901	\$1,409.71
<b>CHECK # DD01920</b>							
001	09/02/21	WILLIAM F. KIELY III	PAYROLL	September 02, 2021 Payroll Posting			\$541.60
<b>CHECK # DD01921</b>							
001	09/02/21	RAYMOND W. GLOVER, JR	PAYROLL	September 02, 2021 Payroll Posting			\$59.62
<b>CHECK # DD01922</b>							
001	09/02/21	THOMAS O. MINE	PAYROLL	September 02, 2021 Payroll Posting			\$277.05
<b>CHECK # DD01923</b>							
001	09/02/21	MARTINA YATES	PAYROLL	September 02, 2021 Payroll Posting			\$239.81
<b>CHECK # DD01924</b>							
001	09/02/21	JOHN S. YATES	PAYROLL	September 02, 2021 Payroll Posting			\$114.15
<b>CHECK # DD01925</b>							
001	09/02/21	DANIEL A. NESSELT	PAYROLL	September 02, 2021 Payroll Posting			\$1,822.23

**LAKE BERNADETTE**

Community Development District

**Payment Register by Fund  
For the Period from 09/01/21 to 09/30/21  
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK # DD01929</b>							
001	09/16/21	WILLIAM F. KIELY III	PAYROLL	September 16, 2021 Payroll Posting			\$541.60
<b>CHECK # DD01930</b>							
001	09/16/21	RAYMOND W. GLOVER, JR	PAYROLL	September 16, 2021 Payroll Posting			\$129.18
<b>CHECK # DD01931</b>							
001	09/16/21	THOMAS O. MINE	PAYROLL	September 16, 2021 Payroll Posting			\$249.34
<b>CHECK # DD01932</b>							
001	09/16/21	MARTINA YATES	PAYROLL	September 16, 2021 Payroll Posting			\$239.81
<b>CHECK # DD01933</b>							
001	09/16/21	JOHN S. YATES	PAYROLL	September 16, 2021 Payroll Posting			\$114.15
<b>CHECK # DD01934</b>							
001	09/16/21	DANIEL A. NESSELT	PAYROLL	September 16, 2021 Payroll Posting			\$1,822.23
<b>CHECK # DD01937</b>							
001	09/30/21	WILLIAM F. KIELY III	PAYROLL	September 30, 2021 Payroll Posting			\$620.66
<b>CHECK # DD01938</b>							
001	09/30/21	RAYMOND W. GLOVER, JR	PAYROLL	September 30, 2021 Payroll Posting			\$185.73
<b>CHECK # DD01939</b>							
001	09/30/21	THOMAS O. MINE	PAYROLL	September 30, 2021 Payroll Posting			\$221.64
<b>CHECK # DD01940</b>							
001	09/30/21	MARTINA YATES	PAYROLL	September 30, 2021 Payroll Posting			\$246.35
<b>CHECK # DD01941</b>							
001	09/30/21	JOHN S. YATES	PAYROLL	September 30, 2021 Payroll Posting			\$114.15
<b>CHECK # DD01942</b>							
001	09/30/21	DANIEL A. NESSELT	PAYROLL	September 30, 2021 Payroll Posting			\$1,822.23
<b>Fund Total</b>							<b>\$36,903.25</b>

<b>Total Checks Paid</b>	<b>\$36,903.25</b>
--------------------------	--------------------

**LAKE BERNADETTE  
COMMUNITY DEVELOPMENT DISTRICT**

**Motion: Assigning Fund Balance as of 09/30/21**

The Board hereby assigns the FY 2021 Reserves as follows:

	<u>FY2021</u>
Operating Reserves	\$ 144,799
Reserves - Clubhouse/Cabana	58,256
Reserves - Court Amenities	3,542
Reserves - Lake Embark/Drainage	59,467
Reserves - Roadways	19,693
Reserves - Swimming Pools	75,347
Total Assigned Reserves	<u>\$ 361,104</u>

**RESOLUTION 2022-01**

**A RESOLUTION REMOVING JORDAN LANSFORD AS SECRETARY AND DESIGNATING MARK VEGA AS SECRETARY OF THE LAKE BERNADETTE COMMUNITY DEVELOPMENT DISTRICT**

WHEREAS, the Board of Supervisors of the Lake Bernadette Community Development District desire to remove Jordan Lansford as Secretary and appoint Mark Vega as Secretary;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKE BERNADETTE COMMUNITY DEVELOPMENT DISTRICT:**

1. Mark Vega is appointed Secretary; and

Adopted this 26<sup>th</sup> day of October 2021

---

Chairman

---

Assistant Secretary



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

September 7, 2021

Lake Bernadette Community Development District  
Inframark Infrastructure Management Services  
210 North University Drive, Suite 702  
Coral Springs, FL 33071

## **The Objective and Scope of the Audit of the Financial Statements**

You have requested that we audit the financial statements of Lake Bernadette Community Development District, which comprise governmental activities and each major fund as of and for the year ended September 30, 2021, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2021.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

## **The Responsibilities of the Auditor**

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart

Lake Bernadette Community Development District  
September 7, 2021  
Page 2

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.

Lake Bernadette Community Development District  
September 7, 2021  
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## **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
  - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;

Lake Bernadette Community Development District  
September 7, 2021  
Page 4

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this arrangement letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

## **Reporting**

We will issue a written report upon completion of our audit of Lake Bernadette Community Development District's financial statements. Our report will be addressed to the Board of Lake Bernadette Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

## **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the Lake Bernadette Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with an Inframark accountant. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

## **Other Relevant Information**

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.



Lake Bernadette Community Development District  
September 7, 2021  
Page 5

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

### **Fees, Costs and Access to Workpapers**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2021 will not exceed \$4,250, unless the scope of the engagement is changed, the assistance which Lake Bernadette Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by Lake Bernadette Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Lake Bernadette Community Development District, Lake Bernadette Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.

Lake Bernadette Community Development District  
September 7, 2021  
Page 6

### **Information Security – Miscellaneous Terms**

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Lake Bernadette Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Lake Bernadette Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Lake Bernadette Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on Lake Bernadette Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Lake Bernadette Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Lake Bernadette Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Lake Bernadette Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Lake Bernadette Community Development District  
September 7, 2021  
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam  
Gaines + Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK  
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

\_\_\_\_\_  
\_\_\_\_\_



Judson B. Baggett  
MBA, CPA, CVA, Partner  
Marci Reutimann  
CPA, Partner

6815 Dairy Road  
Zephyrhills, FL 33542  
(813) 788-2155  
(813) 782-8606

## Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL  
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [aicpa.org/prsummary](http://aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

*Baggett, Reutimann & Associates, CPAs PA*  
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA  
Signed Electronically by Judson B. Baggett, CPA, CVA, Partner, U.S. 813-782-8606 email [jbaggett@baggett.com](mailto:jbaggett@baggett.com)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,  
ELAM, GAINES AND FRANK AND LAKE BERNADETTE COMMUNITY  
DEVELOPMENT DISTRICT  
(DATED SEPTEMBER 7, 2021)**

**Public Records.** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

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

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

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

**INFRAMARK  
INFRASTRUCTURE MANAGEMENT SERVICES  
210 NORTH UNIVERSITY DRIVE, SUITE 702  
CORAL SPRINGS, FL 33071  
TELEPHONE: 954-603-0033  
EMAIL: \_\_\_\_\_**

**E-VERIFY REQUIREMENTS.** Auditor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Auditor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Auditor has knowingly violated Section 448.091, Florida Statutes.

If the Auditor anticipates entering into agreements with a subcontractor for the Work, Auditor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Auditor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Auditor has otherwise complied with its obligations hereunder, the District shall promptly notify the Auditor. The Auditor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Auditor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

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

**Auditor: J.W. Gaines**

**District: Lake Bernadette CDD**

By: \_\_\_\_\_



By: \_\_\_\_\_

Title: Director

Title: \_\_\_\_\_

Date: September 7, 2021

Date: \_\_\_\_\_

**MANAGEMENT SERVICES MASTER AGREEMENT**

This **Management Services Master Agreement** (the “Agreement”) is made this \_\_\_\_ day of October 2021, between:

- 1) **Lake Bernadette Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (hereinafter the “District”); and
- 2) **INFRAMARK, LLC**, a Texas limited liability company registered in Florida, with its principal place of business at 2002 West Grand Parkway North, Suite 100, Katy, Texas 77449 (hereinafter the “Service Company”)

**BACKGROUND**

The District desires to procure management services required for the District as set forth in Schedule A attached to this Agreement (“Services”) and the Service Company desires to provide said operations and maintenance services to the District.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

**1) TERM AND TERMINATION**

1.1 The term of this Agreement shall be for an initial period of one (1) year effective upon the execution date above and shall automatically renew for additional one (1) year terms unless either party terminates for any reason, in writing by certified mail return receipt requested, thirty (60) days prior to the renewal date.

1.2 The failure of either party to comply with the terms of this Agreement shall constitute a default. Upon default by one party, the other party shall send written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party forty-five (45) days to cure the default. If the default is capable of being cured within forty-five (45) days, but is not cured, the Agreement shall terminate at midnight of the forty-fifth (45th) day following receipt of the Notice. In the case of default that cannot be cured within forty-five (45) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure.

1.3 This Agreement may be terminated upon the dissolution or court-declared invalidity of the District.

1.4 Notwithstanding any provision herein to the contrary, either party may terminate this Agreement by providing Sixty (60) days written Notice of Termination pursuant to this paragraph.

1.5 Upon termination, the Service Company shall be paid in full for all services rendered and reimbursed for all reasonable costs and/or expenses incurred on behalf of the District through the date of termination.

1.6 If District incurs costs for damages due to a default of the Service Company that results in termination of this Agreement, District may deduct such costs or damages from the final payment due to Service Company. Such deduction will not exceed the final payment owed to Service Company and will constitute full and final settlement between District and Service Company for all claims against Service Company by District and a release by District of any and all further claims against Service Company.

**2) SERVICE COMPANY’S SERVICES**

2.1 Service Company shall provide the services as set forth in Schedule A attached to this Agreement (the “Services”).

2.2 In the event the District is an established and previously operating entity on the date of this Agreement, the District shall provide or make available to the Service Company the following records at least three (3) weeks prior to the beginning of the Services Company’s services:

- 2.2.1 All financial books and records of the District;
- 2.2.2 All bank statements of all accounts of the District;
- 2.2.3 Copies of all contracts and agreements to which District is a party;
- 2.2.4 Copies of all minutes, resolutions and other official actions of the District; and
- 2.2.5 Copies of recorded Covenants and Restrictions, Articles of Incorporation, by-laws, any amendments thereto, and plats (to include addresses).

It is agreed between the District and the Service Company that the Service Company shall have no liability for any errors contained in the above-referenced documents, and shall have no liability for errors which may result from the use of the above-referenced documents should errors be contained therein. District and Service Company agree that any failure of the District’s prior management firm to provide the above information shall not constitute a default of this Agreement by the District; however, if Service Company is not able to perform any portion of the Services because the prior management firm has not provided such information, any such failure to perform shall not constitute of default of this Agreement by Service Company.

2.3. Service Company may offer and/or District may request, that additional services be provided under this Agreement. In the event that the Service Company and the District agree upon a change in the scope of services to be provided under this Agreement, such agreement as well as the change in compensation, if any, shall be agreed to in writing by both Parties and will be invoiced in accordance with this Agreement.

2.4. In performing the services, Service Company may rely on information supplied by the District and Service Company shall not be required to independently verify the accuracy and completeness of such information. In addition, although the Service Company may participate in the accumulation of information developed by others necessary for use in documents required by the District, Service Company is not responsible for verifying the accuracy of such information.

2.5. Nothing in this Agreement shall prohibit the Service Company from (a) performing water and wastewater utility management, customer services, utility billing, and operation and maintenance services for the District under a separate agreement; and (b) providing for the benefit of any other district services similar to the services provided to District. District hereby waives any and all conflicts of interest or potential conflicts of interest, it being specifically agreed to and understood that Service Company's provision of such services to the District or to any other district shall not constitute a conflict of interest under this Agreement.

2.6. Even though Service Company's employees may include licensed attorneys and engineers, the District acknowledges that Service Company is not performing in the capacity of a law firm or an engineering firm when providing services under this Agreement. Service Company may offer general interpretation of documents, but legal opinions are obtainable only from the District's legal counsel.

2.7. Service Company shall provide the Services in a professional and workmanlike manner, and in accordance with generally accepted industry practices. **THE SERVICE COMPANY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES UNDER LAW.**

2.8. If the scope of services requires the Service Company to administer or supervise the District's personnel, the Service Company shall not be responsible for any damages, losses, settlement payments deficiencies, liabilities, costs and expenses resulting from the failure of the District's employees to follow the instructions of the Service Company.

**3) DISTRICT OBLIGATIONS**

3.1. District shall:

3.1.1. Perform all duties and discharge all responsibilities and obligations not expressly assumed by the Service Company pursuant to the terms of this Agreement;

3.1.2. Obtain and maintain all state, federal, and local permits and licenses required;

3.1.3. Comply with applicable law relating to the management of the District to the extent that the responsibility of complying with those laws is not specifically assumed by the Service Company under this Agreement (the Service Company shall not be responsible for the District's failure to comply with any provision of applicable law that is not otherwise specifically assumed by the Service Company hereunder); and

3.2. The Service Company shall have no liability for vendor late charges if the late charges are not the result of the Service Company's fault or negligence.

3.3. The District represents and warrants that:

3.3.1. It is duly organized, validly existing, and in good standing under the laws of its state;

3.3.2. It has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

3.3.3. The execution, delivery, and performance of this Agreement has been duly and validly authorized by it by all necessary action, and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms;

3.3.4. It shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement;

3.3.5. There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement; and

3.4. The District shall operate as a body, dictated by the District legal documents and applicable laws. Authority lies in a majority vote of the Directors, and no Director shall act independently unless authorized by a Board Resolution that empowers him to make specific decisions independently or spend funds within a specified dollar range. District shall also appoint a liaison to communicate Board decisions to Service Company. If no liaison is named, it shall be the Chairman. The District acknowledges and agrees that in the course of providing the Services, it may be necessary for Service Company to use District computer systems, data systems, or networks, or to come into contact with District residents' personal information. District shall notify Service Company of any protocols for said systems and information, and Service Company shall follow all such protocols as provided, and shall not be liable for the loss or compromise of District systems or information. If no protocols are provided, then Service Company shall treat such systems and information with the same degree of care and confidentiality as it treats its own systems and information, but no less than a reasonable degree of care. Notwithstanding anything in this Agreement to the contrary, Service Company is not liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the District or any third party as a result

of a data security breach or other cyber security breach to the District's computer systems, operating systems, and all other technological or information systems related to the Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result Service Company's negligence or willful misconduct.

#### **4) FEES AND PAYMENT**

4.1. The District shall pay to the Service Company a one-time organizational fee of N/A within thirty (30) days of the Effective Date, to provide for the data input, review, and organization of the District's documents, allowing approximately thirty (30) days for a transition period.

4.2. Thereafter, the District shall pay the Service Company a fee of \$61,000.00.00 ("Annual Base Fee") plus applicable sales tax, if any, and related expenses shall be paid to the Service Company monthly as compensation for the services set forth herein, per schedule(s) defined in Section 1 and attached hereto as part of this Agreement, and/or as may be described on the Miscellaneous Schedule of Charges. The Base Fee shall be due on the first of the month during which the Services will be rendered. All other payments shall be due within thirty (30) days of the date of invoice. Disputes with invoices are waived if not raised within ten (10) days of invoice date.

4.3. Attendance of meetings is based on an allocation of up to twelve (12) meetings per year, inclusive of the Annual meeting of Members and Budget meeting, with an allocation of up to two (2) hours per meeting scheduled. The Service Company will bill the District \$125.00 for each additional hour spent attending meetings. Further, meetings which extend past 9:00 p.m. may be charged time and one-half (1.5 x hourly) the hourly rate for meetings. In addition, the Service Company shall bill the District double the prescribed hourly rate of \$125 for each hour spent attending meetings which are scheduled and conducted between the hours of 5:00 P.M. Friday and 9:00 AM. Monday. The Service Company shall not charge for travel time to and from meetings.

4.4. Additional services not described on Schedule A which are rendered by the Service Company for or on behalf of the District, with the District's prior written consent, including, but not limited to, preparation of special schedules in assisting auditors, preparation for lawsuits or court appearances, and/or the coordination of insurance claims, major construction projects, or emergency repairs due to acts of God, when requested by the District, will be billed at the rate of \$125.00 per hour or as otherwise agreed by Service Company, to be paid by the District upon receipt of statement. The billing and/or supervision of construction for restoration due to insurance claims or special construction projects shall be billed as a part of the claim at the rate of fifteen percent (15%) of the actual cost of new construction or reconstruction if so requested and approved by the Board of Directors. Should Service Company not have expertise in an area, an experienced contractor, approved by the Board, will be consulted, and District will be billed at the rate of \$125.00 per hour for any coordination or liaison activities with the contractor.

4.5. In the event of emergency repairs, Service Company is authorized to dispatch the vendor, without liability to the Service Company, to take whatever corrective action is necessary to repair the problem. The District will be notified immediately that such emergency action was taken.

4.6. The District shall reimburse the Service Company for all reasonable costs or expenses incurred by the Service Company as provided for in the "Miscellaneous Schedule of Charges" attached to the Agreement and incorporated herein by reference, or with the written consent of the District, in and directly attributable to its fulfilling its duties under this Agreement, including, but not limited to, postage costs, supplies costs and costs to reproduce documents. Such costs and expenses are payable by the District to the Service Company. The District shall pay all reasonable legal fees and expenses should it become necessary for the Service Company to seek legal assistance to recover any balance owed by the District under this Agreement.

4.7. The Service Company reserves the right to modify, with thirty (30) days' notice, any of the applicable fees listed in the "Miscellaneous Schedule of Charges", attached to the Agreement, to bring them in line with current business practice. The Board shall approve such increases upon notice and documentation of the reason for the increase. The Board shall not unreasonably delay or withhold approval. Should the Board reject an increase, the Service Company shall have the option to terminate the Agreement by giving 30 days notice

4.8. For each fiscal year of the District, the compensation payable to the Service Company under the terms and conditions of this Agreement shall be in an amount approved by the District in its final fiscal year budget. Each fiscal year the District will consider price adjustments to compensate for market conditions and the anticipated type and amount of work to be performed by the Service Company during the upcoming fiscal year of the District. In no event shall the compensation payable to the Service Company be reduced, unless agreed to by the District and Service Company, in writing.

4.9. If the fiscal year budget is not approved prior to the first day of the fiscal year, the Service Company's compensation under this Agreement will continue at the rate currently in effect at the time of the renewal. The subsequent approval of the budget will result in a retroactive fee adjustment, which will be invoiced in the first month following approval of the budget.

4.10. Any and all late payments due to either party from the other shall accrue interest at a rate of one and one-half percent (1 ½%) per month from the original due date and until payment is received, unless waived by agreement.

#### **5) INDEMNIFICATION AND LIMITATION**

5.1. THE SERVICE COMPANY SHALL NOT BE LIABLE TO THE DISTRICT OR TO HOMEOWNERS, THEIR GUESTS AND INVITEES FOR ANY LOSS OR DAMAGE TO ANY PERSON OR PROPERTY, UNLESS AND TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE

COMPANY OR ANY EMPLOYEE OR AGENT OF THE SERVICE COMPANY. SERVICE COMPANY'S TOTAL LIABILITY FOR ANY ACTION OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS OF INSURANCE CONTRACTUALLY REQUIRED HEREUNDER AND THE AMOUNTS ACTUALLY PAID UNDER THE REQUIRED INSURANCE POLICIES, OR FOR ALL OTHER CLAIMS, AN AMOUNT EQUAL TO THE COMPENSATION PAID IN THE YEAR THE DISPUTE AROSE.

5.2. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, AND EXCEPT AND TO THE EXTENT OF SERVICE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE DISTRICT EXPRESSLY AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS SERVICE COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OR JUDGMENTS, OF ANY KIND OR CHARACTER, INCLUDING ATTORNEYS FEES, EXPENSES AND COSTS, RESULTING FROM THE SERVICE COMPANY'S PERFORMANCE OF ITS DUTIES UNDER THIS AGREEMENT AND/OR UNDERTAKEN BY THE SERVICE COMPANY AT THE DIRECTION OF THE DISTRICT; INCLUDING, BUT NOT LIMITED TO CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, OR JUDGMENTS ARISING FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL ACTS OF THE DISTRICT AND INCLUDING SERVICE COMPANY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS SOLE OR MIXED WITH THE NEGLIGENCE OF OTHERS. FURTHER, THE SERVICE COMPANY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ANY GENERAL LIABILITY POLICY ISSUED ON BEHALF OF THE DISTRICT. THE DISTRICT'S INSURANCE SHALL BE RECOGNIZED AS THE PRIMARY SOURCE FOR THE EVENT OF CLAIMS. THE DISTRICT SHALL MAINTAIN PROPERTY AND CASUALTY INSURANCE, AND WITHIN THIRTY (30) CALENDAR DAYS OF THE COMMENCEMENT DATE, THE TOWN SHALL FURNISH COPIES OF SUCH POLICIES TO THE OPERATOR WITH A CERTIFICATION OR OTHER EVIDENCE THAT THE OPERATOR HAS BEEN DESIGNATED AS AN ADDITIONAL INSURED.

5.3. UNDER NO CIRCUMSTANCES SHALL SERVICE COMPANY BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, SETTLEMENT, PAYMENT DEFICIENCIES, LIABILITIES, COSTS AND EXPENSES ARISING BECAUSE OF THE EXECUTION OR IMPLEMENTATION OF SPECIFIC INSTRUCTION OR DIRECTIONS PROVIDED BY THE DISTRICT OR ANY OF ITS DULY DESIGNATED AGENTS OR REPRESENTATIVES.

5.4. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE SERVICE COMPANY BE LIABLE, EITHER DIRECTLY OR AS AN INDEMNITOR FOR THE DISTRICT, FOR ANY SPECIAL, PUNITIVE, INDIRECT AND/OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ATTRIBUTABLE TO LOSS OF USE, LOSS OF

INCOME OR LOSS OF PROFIT EVEN IF THE SERVICE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.5. The Service Company shall be allowed to retain the counsel of its choice, but subject to the approval of the District, if Service Company reasonably believes that separate legal assistance is necessary in connection with the defense of any matter, whether or not demand has been made against the Service Company. The District agrees to pay all reasonable attorneys' fees and related or ancillary expenses including costs incurred by the Service Company in the defense of any claim or cause of action covered by the terms of this Agreement.

5.6. Statements for attorney's fees and all legal expenses received by the Service Company shall be processed in the same manner as are all other debts and obligations of the District, except that the District shall promptly approve and sign checks to satisfy such statements.

5.7. All final, non-appealable judgments payable and enforceable against the Service Company for which the District is obligated to indemnify the Service Company shall be processed and satisfied by the District in the same manner as are all other debts and obligations of the District, except that the District shall promptly approve and sign checks to satisfy such judgments.

5.8. THE DISTRICT SHALL NOT HOLD THE SERVICE COMPANY LIABLE FOR ANY LOSSES OR DAMAGES, JUDGMENTS, CAUSES OF ACTION, SUITS, DEMANDS OR CLAIMS OF ANY CHARACTER OR KIND, TO THE EXTENT ARISING OUT OF OR ATTRIBUTABLE TO THE ACTS OR OMISSIONS OF THIRD PARTIES CONTRACTED WITH TO PERFORM SERVICES FOR THE DISTRICT OR IN FULFILLMENT OF THE SERVICES PROVIDED TO THE DISTRICT UNLESS THE SERVICE COMPANY FAILED TO EXERCISE REASONABLE CARE TO SELECT ONLY THIRD PARTIES COMPETANT TO PROVIDE THE SERVICES CONTRACTED FOR.

5.9. The District shall not hold the Service Company liable for any loss of records to the extent arising out of or attributable to unforeseeable occurrences caused through no fault of the Service Company, including but not limited to fire, theft, vandalism, force of nature, or acts of God.

5.10. In the event that a party receives notice of or undertakes the defense or prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with its indemnity obligations hereunder, such party shall give the other party prompt notice of such proceedings and shall inform the other party in advance of all hearings regarding such action, claim, suit, proceeding or investigation.

5.11. This indemnification shall not be construed as a waiver of the District's sovereign immunity under state law, and is subject to the limitations set forth under state law.

**6) INSURANCE**

6.1. The Service Company shall provide and maintain the following levels of insurance coverage:

6.1.1. Commercial Crime/ Fidelity Insurance with a per loss limit of one million dollars (\$1,000,000.00);

6.1.2. Professional Liability insurance with an aggregate limit of two million dollars (\$2,000,000);

6.1.3. General Liability insurance with a per occurrence limit of one million dollars (\$1,000,000); and

6.1.4. Workers compensation coverage as provided by and in the amounts specified by state law.

6.2. The District shall maintain in force a director’s and officer’s liability policy in an amount of not less than one million dollars (\$1,000,000) in aggregate coverage and such policy shall name the Service Company as an additional insured. Additionally, the District shall maintain property and general liability insurance with appropriate coverage.

**7) DISPUTES**

7.1 In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions which shall take place in a timely manner. If the dispute cannot be resolved within sixty (60) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation Services.

7.2 If the parties are unable to resolve any disputes in accordance with the Section above, either party may request that such dispute be submitted for binding arbitration, which shall be governed by the rules of the American Arbitration District or such other rules as the parties may agree. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. The parties agree that arbitration shall be the exclusive means to settle any dispute, controversy or claim arising out of this Agreement. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. Any mediation or arbitration shall be held in a mutually agreeable location within the County in which the District is located.

7.3 ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE THE CLAIMING PARTY KNEW OR SHOULD HAVE REASONABLY KNOWN OF SAID CLAIM. INVOICES ALREADY PAID CANNOT BE DISPUTED FOR ANY REASON BEYOND THE DATE OF THE NEXT BOARD MEETING.

**8) FORCE MAJEURE**

A party's performance of any obligation under this Agreement (except for payment obligations) shall be excused if, and to

the extent that, the party is unable to perform because of any event of Force Majeure. The party unable to perform shall be required to resume performance of its obligations under this Agreement as soon as reasonably practicable following the termination off the event or cause that excused performance hereunder. Force Majeure is defined as any act, event or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability of, or either party to perform any obligation under this Agreement (except for payment obligations) if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon.

**9) PUBLIC RECORDS**

9.1 The Manager will be the public records custodian for the District. In connection with its services to District, the Manager agrees to fully comply with the provisions of Section 119.0701, Florida Statutes pertaining to Florida’s Public Records Law. Said compliance will include the Manager taking appropriate and necessary steps to comply with the provisions of Section 119.0701(2)(b), Florida Statutes including, without limitation, the following:

9.1.1. The Manager shall keep and maintain public records required by the District to perform the services hereunder.

9.1.2. Upon a request for public records received by the District, the Manager shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law.

9.1.3 The Manager shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of this Agreement if the Manager does not transfer the records to the District.

9.1.4 Upon completion of this Agreement, the Manager shall transfer, at no cost, to the District all public records in possession of the Manager consistent with Florida law. All records stored electronically by the Manager must be provided to the District, upon request from the District’s custodian of public records, in a format that is compatible with the information technology systems of the District.

9.1.5 The District shall make all determinations as to what constitutes confidential or exempt public records.

9.1.6 Service Company shall follow the requirements of the Florida Records Retention Act and destroy all records in accordance with the requirements of the law.

9.1.7 Failure of the Manager to comply with Section 119.0701, Florida Statutes may subject the Manager to penalties under Section 119.10, Florida Statutes. Further, in the event the

Manager fails to comply with this Section or Section 119.0701, Florida Statutes, the District shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

**IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS TO SANDRA DEMARCO C/O INFRAMARK, LLC, TELEPHONE: (954) 603-0033, EMAIL: [recordsrequest@inframark.com](mailto:recordsrequest@inframark.com) AND MAILING ADDRESS: 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.**

**10) MISCELLANEOUS**

10.1. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management or board decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Should a party withhold such cooperation as detailed in this Section, the other party shall not be liable for late fees, fines, or other damages or delay as a result.

10.2. The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision.

10.3. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise, including injunctive relief.

10.4. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.

10.5. This Agreement shall be construed without regard to

the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

10.6. This Agreement contains the entire agreement between District and Service Company and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement, including the Agreement for Management Advisory Services between the District and the Service Company, as predecessor in interest, dated February 16, 1996.

10.7. The parties may only modify this Agreement by a written amendment signed by both parties.

10.8. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

10.9. In the event of termination, cancellation or failure to renew, District agrees, for a period of twelve (12) months from the date of termination, not to engage or attempt to engage the services of anyone who is employed by Service Company (or was employed by Service Company at any time within one (1) year prior to the date of termination) for the performance of identical or similar services. Both parties agree that damages as a result of actions in violation of this Section would be impossible to prove, and therefore, in the event of a breach of the foregoing covenant, both parties agree that District shall pay to Service Company, as liquidated damages and not as a penalty, an amount equal to twelve (12) times the monthly compensation agreed to herein.

10.10. This Agreement shall be binding upon the successors and assigns of each of the parties. This Agreement shall not be assigned by either party without the prior written consent of the other party unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party. When written consent of a party is required, such consent shall not be unreasonably withheld.

10.11. This Agreement shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created hereunder are enforceable in the federal or state court having appropriate jurisdiction thereof.

10.12. All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:

To Service Company:  
 Inframark, LLC  
 202 West Grand Parkway North, Suite 100  
 Katy, Texas 77449  
 ATTN: Chris Tarase, Vice President

With a copy to:

Inframark, LLC  
220 Gibraltar Road, Suite 200  
Horsham, PA 19044  
ATTN: Legal Department

Attn: Scott Steady  
201 N. Franklin St., Suite 3200  
Tampa, FL 33602

10.13. All records compiled by Service Company with information and material gathered when performing this Agreement are the property of District.

To District:

Lake Bernadette CDD  
c/o Burr & Forman LLP

10.14. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

**INFRAMARK, LLC**

**LAKE BERNADETTE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: Chris Tarase  
Title: Vice President – Management Services  
Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Schedule A  
Scope of Services**

The Service Company shall provide the following services to, for, and on behalf of the District:

**A- FINANCIAL ACCOUNTING SERVICES**

- 1- Prepare the District's budget at the District's direction.
- 2- Implement the District's budget directives.
- 3- Prepare of monthly financial reports for the regular District meetings.
- 4- Submit preliminary budget to the District as required under applicable law or District policy.
- 5- Modify preliminary budget for consideration by the District at the District's advertised Public Hearing.
- 6- Coordinate budget preparation with District's Board, Engineer, and Attorney.
- 7- Prepare budget resolution approving the District's budget and authorization to set public hearing.
- 8- Prepare budget and assessment resolutions as required by applicable law.
- 9- Prepare annual financial report for units of local government.
- 10- Prepare of Public Depositor's Report and distribution to State Treasurer.
- 11- Provide all required annual disclosure information to the local government in the County in which the District resides
- 12- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies.
- 13- Prepare of all required schedules for year-end audit.
- 14- Oversee capital and general fund accounts.
- 15- Prepare required investment policies and procedures at the District's direction.
- 16- Administer purchase order system, periodic payment of invoices.
- 17- Coordinate tax collection and miscellaneous receivables.
- 18- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB).
- 19- Prepare and coordinate applications for federal ID numbers and tax exemption certificates.

**B- MANAGEMENT AND RECORDING SERVICES**

- 1- Attend up to six (6) Meetings of the District Board of Supervisors and provide meaningful dialogue on the issues before the District Board of Supervisors for action.
- 2- Record all meetings of the District.

- 3- Organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices as directed by the District; for avoidance of doubt, the Service Company does not provide any legal advice and does not make any recommendations as to how to apply with applicable laws.
- 4- Consult with the Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.
- 5- Identify significant policies, including analysis of policy implementation with administrative and financial impact statement and effect on the District.
- 6- Provide Oath of Office and Notary Public for all newly elected members of the District Board of Supervisors.
- 7- Prepare agenda for budget hearings.
- 8- Prepare of all the District's Board of Supervisor agendas and coordination of receipt of sufficient material for the District's Board of Supervisors to make informed policy decisions.
- 9- Prepare and advertise all notices of meetings as required.
- 10- Maintain the District's seal.
- 11- Act as the primary point of contact for District-related matters
- 12- Ensure all required procedures for the District are properly followed and executed, including provision of required compliance and disclosure information to local governments; Service Company shall work with the District as need be to ensure all required procedures are properly followed and executed.
- 13- Solicit bids for the District's contract services for the District's approval and serve as a liaison between the District and contractors to observe the monthly performance of the work of companies supplying the services related to the operation and maintenance of the District's public infrastructure
- 14- Make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Service Company shall advise the District as to need for renewal or additional procurement activities and implement same. The Service Company shall work with the District's attorney and engineer in fulfilling these requirements. The Service Company's project management (the onsite management of specific large maintenance and/or capital projects) will require an additional project management fee. Any such project management fee must be approved in advance the District; provided, however, that in the event of an emergency, the Service Company may provide project management services for a reasonable project management fee.
- 15- Coordinate and provide contract administration for any services provided to the District by outside vendors. Contract administration will not require any "project management" (i.e. oversight of construction and/or engineering work that may require professional certifications or other expertise that the Service Company's personnel may not possess).

- 16- Preparation of Specifications and coordination for insurance and independent auditor services.

C- SPECIAL ASSESSMENT SERVICES

- 1- Prepare assessment resolution levying the assessments on the property in the District and prepare assessment rolls.
- 2- Prepare and maintain a property database by using information obtained by local Property Appraiser's secured roll.
- 3- Review and compare information received from the Property Appraiser to prior years' rolls, to ensure that the District rolls are in compliance with the law and that the Service Company has obtained all the pertinent information to prepare accurate assessments.
- 4- Periodically update the database for all activity such as transfer of title, payment of annual assessment, prepayment of principal.
- 5- Act as the primary contact to answer property owner questions regarding special assessments, tax bills, etc. and provide pay off information upon request to property owner.
- 6- Upon adoption of the budget and assessments, coordinate with the office of the Property Appraiser and Tax Collector to ensure correct application of assessments and receipt of District funds.
- 7- Act as primary contact to answer property owners' questions regarding the Capital Assessment.

**Schedule B  
Rate Schedule**

**I. ANNUAL BASE FEE**

The Annual Base Fee for the first Agreement Year shall be \$61,000.00 (\$5,083.33 per month).

**MISCELLANEOUS SCHEDULE OF CHARGES**

Special or Continued Meetings - Beyond those defined in the negotiated agreement	\$150.00 per hour
Mail Distribution	
General Distribution- Includes label, folding, insertion of up to two items and delivery to the post office	\$0.35 per piece
General Distribution - Additional inserts over two	\$0.03 per additional page
Labels	\$0.07 each
Certified Mail	Current rate charged by postmaster plus handling charge of \$5.00
Postage	Current rate charged by postmaster (no add on)
Copies	
Black and white, single sided	\$0.18 per copy, up to 100 copies \$0.10 per copy thereafter
Color (single sided)	\$0.50 per copy
Black and white, duplex (two-sided)	\$0.21 per duplex copy
Special Services- includes court appearances, performance of tasks other than contract schedule(s), requested attendance for special committee functions and research for special projects	\$150.00 per hour
File Storage - Records preceding those included in base fee (current year records plus two years previous) (Any boxes may be transferred to the District upon the request of the District)	\$15.00 per box per month
Notary service	Included
Estoppel letters for Sellers of Property- the <b>Service Company</b> will charge the seller directly	Per market rates

## Lake Bernadette CDD 5 Year Budget Plan revised 2021-10-17

### Budget FY2020

**Capital Outlay** \$180,000.00 Complete  
*repayment of 2019 remodel - hall, library, clubhouse bathrooms, event room & kitchen*

### Budget FY2021

<b>Capital Outlay</b>	\$126,000.00
<del>Conversion of Clubhouse Pool to Salt</del>	<del>\$0.00</del>
<del>GeoThermal Heat/Cool Clubhouse Pool</del>	<del>\$0.00</del>
Solar Electricity Cabana Pool	\$35,972.00
Cabana Pool Remodel	\$25,632.00
Clubhouse Refurnishing	\$25,000.00
Movies on Lawn	\$10,000.00
Reserves	
Ending balance	\$29,396.00

### Budget FY2022

<b>Capital Outlay Remaining from FY2021</b>	\$29,396.00
<b>Capital Outlay FY2022</b>	\$119,011.00
Mill & Resurface Parking Lots	\$45,000.00
Shuffle Board	TBD
Reserves	\$55,000.00 for Court Amenities + \$35k more for
Park Benches	TBD some along Golf Links.
Ending balance	\$48,407.00

### Budget FY2023

<b>Capital Outlay Remaining from FY2022</b>	\$48,407.00
<b>Capital Outlay FY2023</b>	\$126,000.00
Splash Pad at Cabana Pool	\$90,000.00
Solar Power for Clubhouse	\$80,000.00
Ending balance	\$4,407.00

### Budget FY2024

<b>Capital Outlay Remaining from FY2023</b>	\$4,407.00
<b>Capital Outlay FY2024</b>	\$126,000.00
Pond dredging	\$126,000.00
Ending balance	\$4,407.00

# SOLITUDE

LAKE MANAGEMENT



## Lake Bernadette CDD Waterway Inspection Report

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**Reason for Inspection:** Monthly required

**Inspection Date:** 2021-10-06

**Prepared for:**

Mr. Mark Vega, District Manager  
Inframark  
2654 Cypress Ridge Boulevard, Suite #101  
Wesley Chapel, Florida 33544

**Prepared by:**

Nick Margo, Aquatic Biologist

Wesley Chapel Field Office  
SOLITUDELAKEMANAGEMENT.COM  
888.480.LAKE (5253)

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13

**Comments:**

Normal growth observed  
The site contains some primrose regrowth and seasonal fleabane growth.



August, 2021



October, 2021

**Action Required:**

Routine maintenance next visit

**Target:**

Shoreline weeds

16

**Comments:**

Site looks good  
The site is in good condition with minimal invasive vegetation and healthy stands of native vegetation.



August, 2021



October, 2021

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

17

**Comments:**

Site looks good  
The site is in good condition with minimal shoreline vegetation and minimal filamentous algae.



August, 2021



October, 2021

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

18

**Comments:**

Normal growth observed  
The site has some submersed bladderwort in the water column.



**Action Required:**

Routine maintenance next visit

**Target:**

Submersed vegetation

20

**Comments:**

Site looks good  
The site is in good condition with no nuisance, shoreline vegetation and good water clarity.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

21

**Comments:**

Site looks good  
The site is clear of any debris and vegetation.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 22

**Comments:**

Site looks good  
The site contains a swath of duckweed that looks to have gathered near the shoreline but is in overall good condition with no immediate shoreline vegetation.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 45A/B

**Comments:**

Normal growth observed  
The site needs retreatment for Hydrilla.



**Action Required:**

Routine maintenance next visit

**Target:**

Hydrilla

Site: 46A/B

**Comments:**

Normal growth observed  
Both sites contain primrose regrowth



**Action Required:**

Routine maintenance next visit

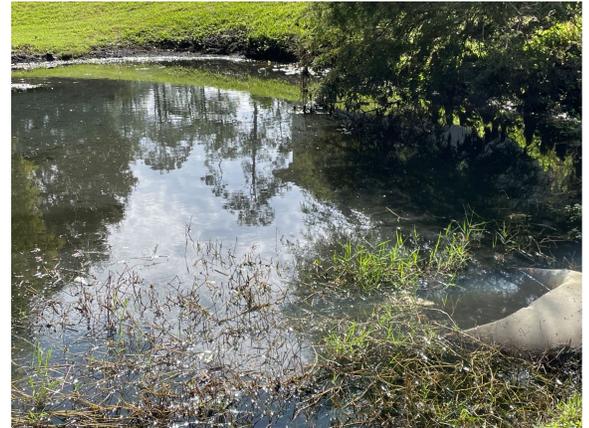
**Target:**

Shoreline weeds

Site: 47

**Comments:**

Normal growth observed  
The site contains some torpedograss regrowth.



**Action Required:**

Routine maintenance next visit

**Target:**

Torpedograss

## Management Summary

No algae issues were observed during the inspection. This is a real positive for this time of the year as when the water levels start receding after the rain season, we usually see algae crop up in ponds. However, not everything is perfect.

Looking at submersed weeds, sites 17 & 18 both have traces of bladderwort along the perimeter but this should be easily treatable by the technician. The technician will also have to re-treat site 45A for hydrilla as it did not all die during the previous treatment.

The only other issues of note were some primrose regrowth on sites 13, 46A/B & 47.

All the other inspected sites were in good condition.

Thank you for choosing SOLitude Lake Management!

Site	Comments	Target	Action Required
13	Normal growth observed	Shoreline weeds	Routine maintenance next visit
16	Site looks good	Species non-specific	Routine maintenance next visit
17	Site looks good	Species non-specific	Routine maintenance next visit
18	Normal growth observed	Submersed vegetation	Routine maintenance next visit
20	Site looks good	Species non-specific	Routine maintenance next visit
21	Site looks good	Species non-specific	Routine maintenance next visit
22	Site looks good	Species non-specific	Routine maintenance next visit
45A/B	Normal growth observed	Hydrilla	Routine maintenance next visit
46A/B	Normal growth observed	Shoreline weeds	Routine maintenance next visit
47	Normal growth observed	Torpedograss	Routine maintenance next visit

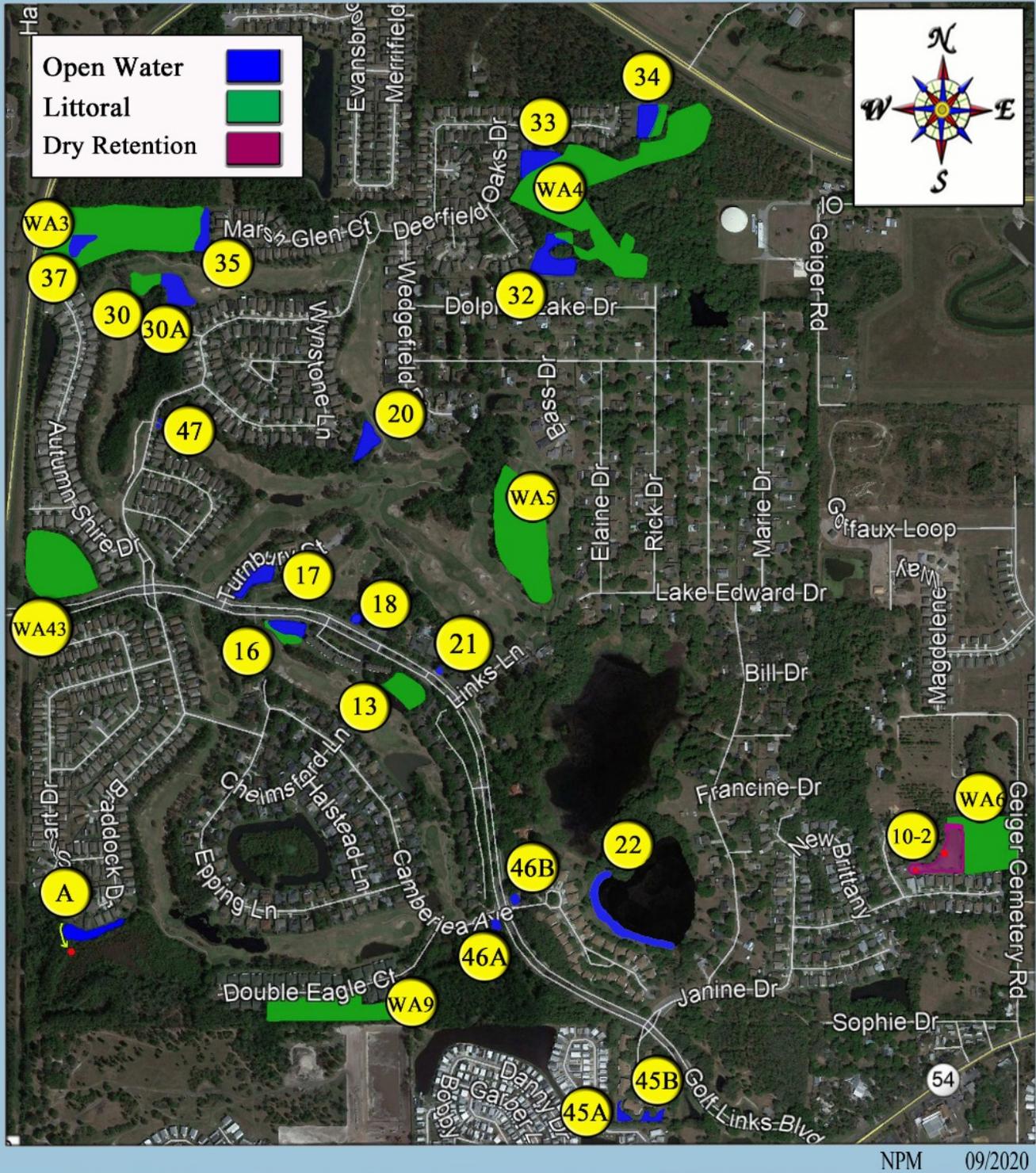


A Renokoi Company  
Restoring Balance. Enhancing Beauty.

# Lake Bernadette CDD

Zephyrhills, Florida

Call 888.480.LAKE



Notice of Meetings  
Lake Bernadette  
Community Development District

The Board of Supervisors of the Lake Bernadette Community Development District will hold their meetings for Fiscal Year 2022 at 6:00 p.m. in the Lake Bernadette Clubhouse, 5410 Golf Links Boulevard, Zephyrhills, Florida, on the fourth Tuesday unless otherwise indicated below:

October 26, 2021  
November 16, 2021  
December 14, 2021 (Second Tuesday)  
January 25, 2022  
February 22, 2022  
March 22, 2022  
April 26, 2022  
May 24, 2022  
June 28, 2022  
July 26, 2022  
August 23, 2022  
September 27, 2022

Meetings may be continued to a date and time certain which will be announced at the meeting. There may be occasions when one or more Supervisors will participate by telephone. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (954) 603-0033 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Jordan Lansford  
Manager

**CDD Meeting Topics of Discussion**

Lake Bernadette Community Center

October 2021

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**Upcoming Events:**

1. Hot off the Press 27<sup>th</sup> 4-8pm
2. Blood drive 28<sup>th</sup> 1-4pm
3. Got Lobstah Nov 12<sup>th</sup> 4-8pm
4. Mapache Tacos Nov 2<sup>nd</sup> 5-8pm
5. Clubhouse closed November 25<sup>th</sup> Thanksgiving
6. Santa scheduled for Dec 8<sup>th</sup> 3:30pm

**Upcoming Projects:**

1. 6 pool tiles at main pool being replaced because of cracking
2. Cabana bath renovation starting first week of October pending
3. Updated interior furniture quote provided by Matter Brothers Furniture
4. Re-seal/ stripe basketball courts (quotes pushed to nov )
5. New Cabana pool lift cover ordered
6. Replacement of clubhouse area rugs
7. Exterior window cleaning at clubhouse ( in house)

**Completed Projects & Tasks**

1. 2 clubhouse floor tiles replaced
2. 8 new renter application
3. Clubhouse gutters cleaned out
4. Tree removed off easement at pond 34
5. 3 areas on main pool decking patched and painted ( in house )
6. Replaced 1 LED lights in media room
7. 2 sidewalks grinded down off Golf links Blvd
8. 2 gym cables replaced
9. Pressure washed clubhouse sidewalks and parking lot bumpers
10. Clubhouse main pool deck , pressure washed / patio chairs
11. Park bench repaired ( in house) new hardware
12. 7 new homeowners registered
13. Cabana , park , new clubhouse entry gates adjusted to close slower ( in house)

# Lake Bernadette Enforcement Stats

**September 2021**

Sept. 8<sup>th</sup> /3p-7p (6 Speed, 1 Exp Tag )

Sept. 15<sup>th</sup> /3p-7p (9 Speed, 1 No Ins)

Sept. 22<sup>nd</sup> /3p-7p (8 Speed)

**Totals:**

**23 Speed Violations**

**1 Exp Tag**

**0 Learners Permit Violation**

**0 No Registration**

**1 No Ins.**

**0 DWLSR**

**Overall Total: 25 Violations**

Fieldstone/Matter Brothers  
proposals below were previously  
presented

# Fieldstone Proposal



### Professional Services Agreement

July 16, 2021\_REV 0

FIELDSTONE AE: Fieldstone Architecture & Engineering (FAE)  
12906 Tampa Oaks Blvd.  
Suite 150  
Tampa, FL 33637

CLIENT: Lake Bernadette  
Brenton Basinger and Dan Nessel  
5410 Links Ln.  
Zephyrhills, FL 33541

## Proposal for Interior Design Procurement Services Lake Bernadette Clubhouse Interior Renovation | Zephyrhills, FL

We appreciate the opportunity to provide this Interior Design procurement proposal for the Lake Bernadette Clubhouse furnishings. Fieldstone will provide a turn-key interior design furniture package with install.

### Scope of Services:

Project scope to include FF&E Interior Design Procurement Services for two rooms, see Attachment #1.  
Lake Bernadette 1,875 s.f. Club Room & Foyer- Furniture budget estimate based on floor plan and furniture quantities list in Attachment #5

### Fees:

CLIENT shall pay FIELDSTONE the estimated fee for Interior Design Procurement Services & Furnishings. Estimate of furnishings for this type and scale of building noted below. Furniture floor plan and quantities list noted in Attachment #5.

### Basic Services – Clubhouse:

Projected Cost of Furnishings & Furnishing Procurement Fee*	\$ 46,748.40*
Projected Cost of Warehouse & Installation Fee	\$ 3,800.00
Projected Cost of Shipping & Tax**	\$ 11,041.51**
<b>Total Estimated Fee &amp; Furnishings:</b>	<b>\$ 61,589.91***</b>

### Additional Services & Reimbursables:

We recommend allocating a planned contingency fund for reimbursables.

Notes:

- Procurement fee based on cost of furnishings \*
- Final tax and shipping will vary \*\*
- Final furnishings, quantities, and fabric grades may result in varied pricing from exhibits in Attachment #5.
- Additional fees may be incurred if manufacturers have applicable tariff fees
- One month of storage leading up to the installation is included in storage fee. If changes in schedule occur additional storage fees may be applicable.
- If client chooses not to purchase furnishings, a fee for time spent will be assessed, based on hourly fee in Attachment #2.
- Schedules to be discussed at commencement of project
- Reselection for discontinued or backordered items is not included and will be billed hourly based on hourly fee in Attachment #2.
- All structures and their associated fees are based on the above assumptions. Should building size or program deviate from assumptions, fees will be adjusted accordingly.
- Placing a project on hold for over 90 days will incur additional restart fees at time of release to continue with the project.
- Additional Reimbursable Expenses, such as printing, shipping, photography, travel related expenses and lodging shall be reimbursed at cost + 15%.

### Attachments:

CLIENT and FIELDSTONE acknowledge that each has read and agrees to all attachments included with this proposal, which are incorporated herein and made a part of this agreement.

- 1. Interior Design Procurement Services
- 2. Additional Services, Exclusions
- 3. Terms and conditions
- 4. Furniture, Art, & Accessories
- 5. Furniture Floor Plan & Quantities List

A signed copy of this proposal will constitute our Agreement and authorizes FAE to begin work. We appreciate the opportunity to work together to create a highly successful project.

Offered by (FIELDSTONE):

Accepted by (CLIENT):

\_\_\_\_\_  
(Signature and date)

\_\_\_\_\_  
(Signature and date)

Natasha Ellis, Interior Design Manager  
(Printed Name and title)

\_\_\_\_\_  
(Printed Name and title)

## Attachment #1

### Interior Design Basic Services

#### Furnishing Procurement–

- Upon client approval of selections and budget document (previous contract), FAE to coordinate and hire furniture and upholstery vendors for fabrication of soft good materials and products, coordinate ordering, tracking, warehousing, and installation of furniture.
- Procurement – All purchases will be made solely through FAE resources and may include shipping/receiving, installation, and sales tax (if applicable).
- FAE to serve as sole coordinator between all furniture and accessory consultants during the procurement phase.
  - Generate purchase orders
  - Coordinate and hire warehouse and installers. One month of storage is included in warehouse fee. If changes in schedule occur additional storage fees will be applicable.
  - Track and coordinate orders between manufacturer, fabric mills, and other consultants
- Initial furniture, art, and accessory invoice will be based on estimated budget, **FF&E payments must be received prior to FAE placing orders with vendors.**

**If payments are not received by date provided by FAE, furnishing install date may be affected and FAE is not responsible for delays.**

#### Standard Invoicing Procedure –

- Procurement – All furniture, art, and accessory purchases will be made solely through FAE resources and charged at Wholesale cost with a procurement management fee
- **1<sup>st</sup> FF&E payment must be received prior to FAE placing orders with vendors.**
  - 1<sup>st</sup> Invoice will include:
    - Cost of goods based on estimated budget:
      - Art
      - Accessories
      - Furniture
    - 50% of estimated storage and installation fee
    - Procurement fee
  - 2<sup>nd</sup> Invoice will include:
    - Shipping/receiving costs
    - Tariffs
    - Sales tax
    - Remaining 50% of estimated storage/installation fee
  - Typically, a project only requires two invoices however, a third invoice cycle may be necessary for items added during the ordering process and or if vendors' final invoices take longer than normal.
- **2<sup>nd</sup> Invoice must be received prior to installation**

#### Installation:

- Coordinate with Client for installation dates
  - The building must be cleaned with rooms to be furnished empty and ready prior to the arrival and installation of furnishings. Install checklist to be completed and signed prior to installation
  - Onsite empty dumpster(s) to be provided. Size dumpster to be determined after orders placed.
- Prior to installation: coordinate storage to receive goods, check for damages, coordinate delivery/installation of furniture to project site.
- The day of installation: (1) FAE employee to coordinate and supervise installation of FF&E items to correct site locations.
- Verify arrival of correct FF& E items, survey and catalog FF&E items for damage and coordinate with manufacturers for replacements if applicable.
- If FAE is scheduled for installation and the building is not ready for furniture, art, and accessory installation, causing delay or additional time/days spent on installation the client may be charged additional fees.

## Attachment #2

### Exclusions:

- Meetings
- Soft-good re-selections due to discontinued or backordered items, value engineering, or client changes (Soft good selections provided under Separate contract)
- Hard-good re-selections due to discontinued items, value engineering, or client changes
- Warranty of items from Client, HOA, Management groups after installation of furnishings and initial assessment of any damaged goods
- Warranty of manufacturer defects 6 mo. after installation
- 3D renderings
- Specifications and procurement of Fitness equipment and other specialized equipment
- Architectural services
- Exterior Color & Material Selections
- Lighting design such as site, parking lot, pool deck lighting
- Photometric or specialty lighting design

### Hourly Service Fees

Services beyond the scope of work requested by Client shall be billed at standard hourly rates unless a predetermined fixed fee amount is agreed to by Client and Consultant. Such agreement shall be considered an addendum to this agreement.

C Level / Vice President / Director	\$175
Sr Architect / Sr Engineer / Client Manager/ Interior Designer Manager	\$150
Architect / Engineer	\$135
Project Manager	\$100
Designer III / Project Coordinator / Assistant Client Manager	\$100
Designer II / Senior Technician	\$90
Designer I / Technician	\$80
Clerical	\$60

### Additional Services Available, But Not Included in this Agreement:

- Provide replacement furnishings due to damage incurred after installation by either general contractor, client, or other.
- Making revisions to drawings, schedules, specifications, or other documents based on programming or design changes when such revisions are inconsistent with written approval or instructions previously given, or are required because of revisions in codes, laws, or regulations subsequent to the preparation of such documents, or required as a result of Client's failure to render decisions in a timely manner.
- Prepare documents for alternate, separate or sequential bids and provide out-of-sequence services requested by Client.
- Provide consultation concerning replacement of work damaged by fire or other causes during construction and provide services required in connection with the replacement of such work.
- Provide services for post occupancy evaluation, maintenance programs, or warranty review.
- Placing a project on hold for over 90 days by Client will incur additional restart fees at time of release to continue with the project.

## Attachment #3

### Terms and Conditions

#### SERVICES

**Authorization to Proceed.** The signing of this Agreement by the CLIENT and FIELDSTONE will serve as written authorization for FIELDSTONE to proceed with services called for in this agreement.

**Changes.** Work beyond the scope of services, redoing any part of the project through no fault of FIELDSTONE, or the discovery of conditions or circumstances not contemplated by FIELDSTONE at the commencement of this Agreement shall constitute extra work and shall be paid for on a time and materials basis in accordance with the Standard Rates attached to this Agreement. FIELDSTONE will not perform such extra work without CLIENT's notification and approval.

**Time limit and changes in scope of services.** The proposal is valid for a period of 7 days from the proposal date. If acceptance and authorization to proceed is not received within 7 days, FIELDSTONE reserves the right to renegotiate the estimated costs, schedule for completion, personnel commitments, and overall scope of work. FIELDSTONE reserves the right to renegotiate the proposal should the CLIENT choose to alter the scope of work as indicated in the proposal.

**Times for rendering services.** FIELDSTONE services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, FIELDSTONE's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of FIELDSTONE, the rates and amounts of compensation provided herein shall be subject to equitable adjustment. If CLIENT has requested changes in scope, extent, or character of the Project, the time of performance of FIELDSTONE services shall be adjusted equitably.

**Right of Entry.** Unless otherwise stated, FIELDSTONE will have access to the site for activities necessary for the performance of the services. FIELDSTONE will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

#### INSTRUMENTS OF SERVICE

Upon execution of this Agreement, FAE grants to the Owner a nonexclusive license to use FAE's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. FAE shall obtain similar nonexclusive licenses from FAE's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases FAE and FAE's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless FAE and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service

#### PAYMENT

**Billings/Payments.** Invoices will be submitted for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and FIELDSTONE may, without waiving any claim or right against CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the CLIENT shall pay cost of collection, including reasonable attorneys' fees.

**Reimbursable Expenses.** Reimbursable expenses means the expenses incurred by FIELDSTONE or FIELDSTONE's Consultants directly in connection with the Assignment including but not limited to printing, shipping, mileage, meals, airfare, rental car and lodging.

**Obligation to Pay.** CLIENT's obligation to pay for the services performed under this Agreement is in no way contingent upon CLIENT's ability to obtain financing, zoning, approval of governmental or regulatory agencies or final adjudication of a lawsuit in which FIELDSTONE is not involved, or upon CLIENT's successful completion of the project or CLIENT's decision not to use completed engineering and drafting for any reason. No deduction shall be made from any invoice on account of penalty, liquidated damages, retentions or other sums withheld from payments to CLIENT. It is agreed that all expenses incurred by FIELDSTONE in enforcing this Agreement, or in obtaining liens, judgments or collecting any delinquent amounts due, including reasonable attorney fees, shall be recoverable from CLIENT.

**Disputed Invoice.** In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

## Attachment #3 (cont.)

### GENERAL CONDITIONS

**Standards of Performance.** CLIENT shall be responsible for, and FIELDSTONE may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to FIELDSTONE pursuant to this Agreement. FIELDSTONE may use such requirements, reports, data and information in performing or furnishing services under this agreement.

FIELDSTONE shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall be responsible for discovering deficiencies therein. FIELDSTONE shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

### OWNERSHIP OF DOCUMENTS

All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purposes without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of the Client. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk.

### TERMINATION

Either party may at any time, upon ten (10) days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay FIELDSTONE all amounts owing to FIELDSTONE under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

### DISPUTE RESOLUTION

Any claim or dispute between the CLIENT and FIELDSTONE shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of FIELDSTONE.

### HIDDEN CONDITIONS AND HAZARDOUS MATERIALS.

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If FIELDSTONE has reason to believe that such a condition may exist, FIELDSTONE shall notify the CLIENT who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) FIELDSTONE has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and FIELDSTONE shall not be responsible for the existing condition nor any resulting damages to persons or property. FIELDSTONE shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

### INSURANCE, INDEMNIFICATIONS & RISK ALLOCATION.

**Insurance.** FIELDSTONE carries statutory Workers' Compensation Insurance. General Liability is in force with limits of \$2,000,000.00 each occurrence, \$4,000,000.00 aggregate operations for combined bodily injury and property damage liability. Automobile liability is carried with a combined limit of \$1,000,000.00 each occurrence. FIELDSTONE carries \$2,000,000.00 in professional liability insurance. Insurance certificates will be furnished upon request. Within the limits of said insurance coverage available at the time of settlement or judgment, FIELDSTONE agrees to save the CLIENT harmless from and against loss, damage, injury, or liability arising directly from the negligent acts or omission of ourselves, our employees, agents, sub consultants, and their employees and agents. If the CLIENT'S contract or purchase order places greater responsibility upon FIELDSTONE or requires further insurance coverage, additional insurance will be procured at the CLIENT'S expense; but FIELDSTONE shall not be held responsible for property damage from any cause, including fire and explosion, beyond the amount and coverage of our insurance. In addition, we require that if any hold-harmless agreements against FIELDSTONE, party suits exist between the CLIENT, and any contractor who may perform work in connection with this study, design, or report prepared by FIELDSTONE, such agreement must be extended to include just as if FIELDSTONE were the CLIENT. CLIENT agree to indemnify and hold harmless, and its officers, employees, agents and representatives, from and against all claims, losses, damages and expenses, including reasonable attorneys' fees, to extend such claims, losses, damages, or expenses are caused by the CLIENT negligent acts, errors or omissions.

### INDEMNIFICATIONS.

The CLIENT shall indemnify and hold harmless FIELDSTONE and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the CLIENT, anyone directly or indirectly employed by the CLIENT (except FIELDSTONE) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials. CLIENT agrees to waive any and all claims against FIELDSTONE or its employees and principals for liquidated damages.

**Attachment #3** (cont.)**STATE OF VALIDITY**

Contract shall be construed under the laws of the State of Michigan. If any portion of this agreement is deemed invalid by a court of competent jurisdiction, all remaining portions of the Agreement shall remain valid and enforceable.

**LIMITATION OF PROFESSIONAL LIABILITY**

In recognition of the relative risks and benefits of the project to both the Client and Fieldstone, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Fieldstone, and his or her sub consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Fieldstone and his or her subconsultants to all those named shall not exceed \$50,000, or Fieldstone's total fee for services rendered on this project, whichever is lesser. However, this does not include Gross Negligence liability.

Services provided by Fieldstone under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**PERSONAL LIABILITY**

**PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, FIELDSTONE ARCHITECTURE & ENGINEERING, LLC IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.**

## Attachment #4

### Furniture, Accessories, and Art

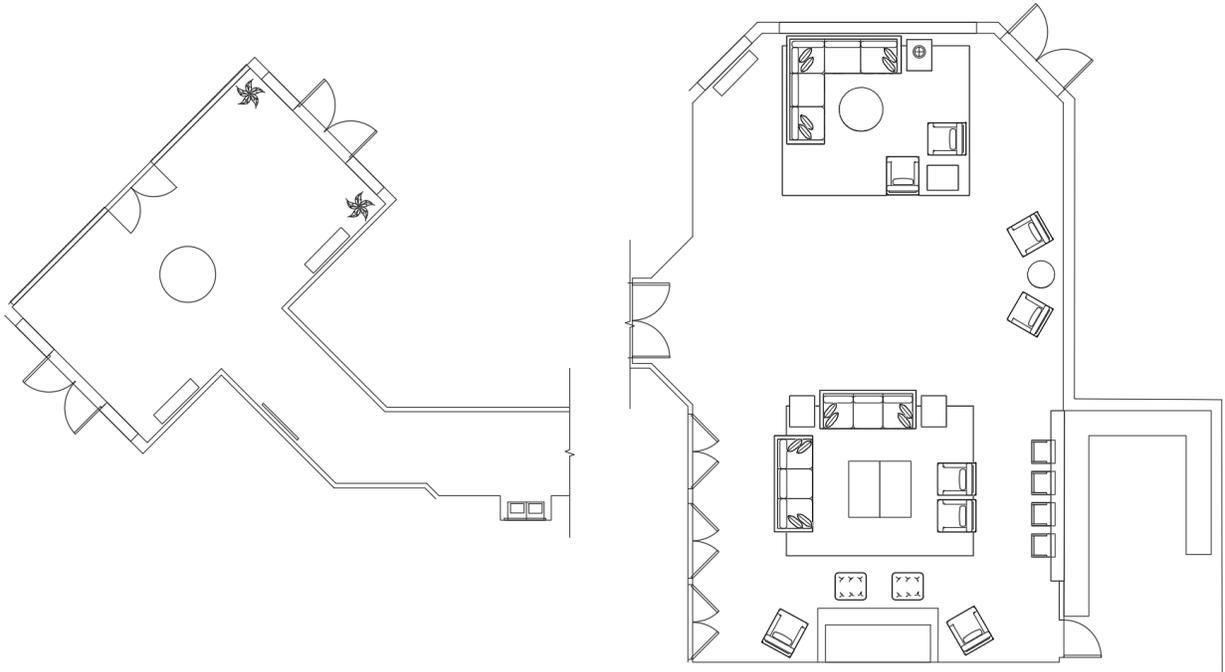
1. The title to all furniture, accessories and art procured by Fieldstone shall at all times be with Client. Fieldstone shall have no interest in any items procured for Client.
2. The risk of loss, with respect to all furniture, accessories and art procured by Fieldstone, shall be with Client.
3. Fieldstone shall arrange delivery of all furniture, accessories and art in accordance with Fieldstones progress schedule, or at a time agreed upon by the Client and Fieldstone
4. Fieldstone employee shall act as Client's representative during installation and receiving of furnishings, art, and accessories. The Client agrees to Fieldstone employee representation upon signing procurement proposal.
5. Upon delivery of the furniture, accessories and art, to the site, the Client shall be responsible for any loss or damage caused to the furniture, accessories, and art.
6. Upon delivery of furniture, accessories, and art client is responsible for onsite security of furniture, accessories, and art.
7. If Client's representative is onsite and rejects all or any portion of the delivery, Client shall notify Fieldstone at the time of delivery and installation. The notice shall include the specific basis for the Client's rejection.

CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY, IF ANY, AGAINST FIELDSTONE WILL BE LIMITED TO THE REPAIR AND REPLACEMENT OF NONCONFORMING OR DEFECTIVE GOODS, PROVIDED FIELDSTONE IS PROMPTLY NOTIFIED IN WRITING OF ANY DEFECT. THIS EXCLUSIVE REMEDY WILL NOT BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE AS LONG AS FIELDSTONE IS WILLING TO REPAIR OR REPLACE THE DEFECTIVE PARTS.

FIELDSTONE MAKES NO WARRANTY WHATSOEVER REGARDING THE GOODS, INCLUDING ANY (1) WARRANTY OF MERCHANTABILITY; (2) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (3) WARRANTY OF TITLE; OR (4) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY FIELDSTONE, OR ANY OTHER PERSON ON FIELDSTONE'S BEHALF.

## Attachment #5

Furniture Plans - may vary based on final layout



## Attachment #5

Furnishing Quantities - may vary based on final layout - quantities are approximate.

### Lake Bernadette - Clubhouse - Preliminary Budget Layout 2

Rm Tag	Room Name	Furniture Item	Quantity	Extended Cost
<b>Indoor Furniture</b>				
	Foyer/Corridor			Extended Cost
		Entry Table	1	\$792.00
		Console Table	2	\$2,040.00
		Corridor Art	1	\$420.00
		Planter	2	\$1,084.80
		Table accessories (LG)	1	\$156.00
		Table accessories (SM)	4	\$408.00
	<b>Room Total</b>		<b>11</b>	<b>\$4,900.80</b>
	Kitchen			
		Table accessories (LG)	4	\$624.00
		Table accessories (SM)	5	\$510.00
	<b>Room Total</b>		<b>9</b>	<b>\$1,134.00</b>
	Community Room			
		Sectional	1	\$4,987.20
		Fabric - Sectional (38 yd ea)	38	\$1,824.00
		Console Table	1	\$1,020.00
		Lounge Chair	8	\$6,192.00
		Fabric - Lounge chairs (6 yd ea)	48	\$2,304.00
		Sectional Pillow 2 18x18	3	\$180.00
		Fabric - Pillow 1 (.75 yd ea)	2.25	\$135.00
		Sectional Pillow 1 20x20	3	\$180.00
		Fabric - Pillow 2 (.75 yd ea)	2.25	\$135.00
		End Tables (LG)	4	\$3,168.00
		End Table (SM)	1	\$534.00
		Coffee Table - Round	1	\$960.00
		Coffee Table - Rectangle	2	\$2,520.00
		Barstools	4	\$2,184.00
		Fabric - Barstool (2 yd ea)	8	\$364.80
		Sofa	2	\$2,376.00
		Fabric - Sofa (19 yd ea)	38	\$1,824.00
		Sofa Pillow 2 18x18	4	\$240.00
		Fabric - Pillow 1 (.75 yd ea)	3	\$180.00
		Sofa Pillow 1 20x20	4	\$240.00
		Fabric - Pillow 2	3	\$180.00
		Ottoman	2	\$924.00
		Fabric - Ottoman (3 yd ea)	6	\$273.60
		Area rug	2	\$6,720.00
		Lamp	1	\$168.00
		Art	3	\$900.00
	<b>Room Total</b>		<b>46</b>	<b>\$40,713.60</b>
	<b>Product Total</b>		<b>66</b>	<b>\$46,748.40</b>
		Install Fee (FAE)		\$1,200.00
		Estimated Shipping		\$7,012.26
		<b>Warehouse Total</b>		<b>\$2,600.00</b>
		<b>Subtotal</b>		<b>\$57,560.66</b>
		Sales Tax		\$4,029.25
		<b>Total</b>		<b>\$61,589.91</b>

### Lake Bernadette - Clubhouse - Preliminary Budget Layout 1

Rm Tag	Room Name	Furniture Item	Quantity	Extended Cost
<b>Indoor Furniture</b>				
	Foyer/Corridor			Extended Cost
		Entry Table	1	\$792.00
		Console Table	2	\$2,040.00
		Corridor Art	1	\$420.00
		Planter	2	\$1,084.80
		Table accessories (LG)	1	\$156.00
		Table accessories (SM)	4	\$408.00
	<b>Room Total</b>		<b>11</b>	<b>\$4,900.80</b>
	Kitchen			
		Table accessories (LG)	4	\$624.00
		Table accessories (SM)	5	\$510.00
	<b>Room Total</b>		<b>9</b>	<b>\$1,134.00</b>
	Community Room			
		Console Table	3	\$3,060.00
		Lounge Chair	6	\$4,644.00
		Fabric - Lounge chairs (6 yd ea)	36	\$1,728.00
		End Tables (LG)	4	\$3,168.00
		End Table (SM)	2	\$1,068.00
		Coffee Table - Square	1	\$1,428.00
		Coffee Table - Rectangle	2	\$2,520.00
		Sofa	3	\$3,564.00
		Fabric - Sofa (19 yd ea)	57	\$2,736.00
		Sofa Pillow 2 18x18	6	\$360.00
		Fabric - Pillow 1 (.75 yd ea)	4.5	\$270.00
		Sofa Pillow 1 20x20	6	\$360.00
		Fabric - Pillow 2 (.75 yd ea)	4.5	\$270.00
		Ottoman	2	\$924.00
		Fabric - Ottoman (3 yd ea)	6	\$273.60
		Area rug	2	\$6,720.00
		Lamp	2	\$336.00
		Art	3	\$900.00
	<b>Room Total</b>		<b>42</b>	<b>\$34,329.60</b>
		<b>Product Total</b>	<b>62</b>	<b>\$40,364.40</b>
		Install Fee (FAE)		\$1,200.00
		Estimated Shipping		\$6,054.66
		Warehouse Total		\$2,600.00
		<b>Subtotal</b>		<b>\$50,219.06</b>
		Sales Tax		\$3,515.33
		<b>Total</b>		<b>\$53,734.39</b>

## Lake Bernadette - Clubhouse - Preliminary Budget Layout 2

Rm Tag	Room Name	Furniture Item	Quantity	Extended Cost
Indoor Furniture				
	Foyer/Corridor			Extended Cost
		Entry Table	1	\$792.00
		Console Table	2	\$2,040.00
		Corridor Art	1	\$420.00
		Planter	2	\$1,084.80
		Table accessories (LG)	1	\$156.00
		Table accessories (SM)	4	\$408.00
	<b>Room Total</b>		<b>11</b>	<b>\$4,900.80</b>
	Kitchen			
		Table accessories (LG)	4	\$624.00
		Table accessories (SM)	5	\$510.00
	<b>Room Total</b>		<b>9</b>	<b>\$1,134.00</b>
	Community Room			
		Sectional	1	\$4,987.20
		Fabric - Sectional (38 yd ea)	38	\$1,824.00
		Console Table	1	\$1,020.00
		Lounge Chair	8	\$6,192.00
		Fabric - Lounge chairs (6 yd ea)	48	\$2,304.00
		Sectional Pillow 2 18x18	3	\$180.00
		Fabric - Pillow 1 (.75 yd ea)	2.25	\$135.00
		Sectional Pillow 1 20x20	3	\$180.00
		Fabric - Pillow 2 (.75 yd ea)	2.25	\$135.00
		End Tables (LG)	4	\$3,168.00
		End Table (SM)	1	\$534.00
		Coffee Table - Round	1	\$960.00
		Coffee Table - Rectangle	2	\$2,520.00
		Barstools	4	\$2,184.00
		Fabric - Barstool (2 yd ea)	8	\$364.80
		Sofa	2	\$2,376.00
		Fabric - Sofa (19 yd ea)	38	\$1,824.00
		Sofa Pillow 2 18x18	4	\$240.00
		Fabric - Pillow 1 (.75 yd ea)	3	\$180.00
		Sofa Pillow 1 20x20	4	\$240.00
		Fabric - Pillow 2	3	\$180.00
		Ottoman	2	\$924.00
		Fabric - Ottoman (3 yd ea)	6	\$273.60
		Area rug	2	\$6,720.00
		Lamp	1	\$168.00
		Art	3	\$900.00
	<b>Room Total</b>		<b>46</b>	<b>\$40,713.60</b>
	<b>Product Total</b>		<b>66</b>	<b>\$46,748.40</b>
	Install Fee (FAE)			\$1,200.00
	Estimated Shipping			\$7,012.26
	<b>Warehouse Total</b>			<b>\$2,600.00</b>
	<b>Subtotal</b>			<b>\$57,560.66</b>
	Sales Tax			\$4,029.25
	<b>Total</b>			<b>\$61,589.91</b>

### Lake Bernadette - Clubhouse - Preliminary Budget Layout 3

Rm Tag	Room Name	Furniture Item	Quantity	Extended Cost
<b>Indoor Furniture</b>				
	Foyer/Corridor			Extended Cost
		Entry Table	1	\$792.00
		Console Table	2	\$2,040.00
		Corridor Art	1	\$420.00
		Planter	2	\$1,084.80
		Table accessories (LG)	1	\$156.00
		Table accessories (SM)	4	\$408.00
	<b>Room Total</b>		<b>11</b>	<b>\$4,900.80</b>
	Kitchen			
		Table accessories (LG)	4	\$624.00
		Table accessories (SM)	5	\$510.00
	<b>Room Total</b>		<b>9</b>	<b>\$1,134.00</b>
	Community Room			
		Entry Table	1	\$792.00
		Console Table	1	\$1,020.00
		Lounge Chair	4	\$3,096.00
		Fabric - Lounge chairs (6 yd ea)	24	\$1,152.00
		End Tables (LG)	8	\$6,336.00
		Coffee Table - Square	2	\$2,856.00
		Barstools	4	\$2,184.00
		Fabric - Barstool (2 yd ea)	8	\$364.80
		Sofa	4	\$4,752.00
		Fabric - Sofa (19 yd ea)	76	\$3,648.00
		Sofa Pillow 2 18x18	8	\$480.00
		Fabric - Pillow 1 (.75 yd ea)	6	\$360.00
		Sofa Pillow 1 20x20	8	\$480.00
		Fabric - Pillow 2 (.75 yd ea)	6	\$360.00
		Area rug	2	\$6,720.00
		Lamp	2	\$336.00
		Art	3	\$900.00
	<b>Room Total</b>		<b>46</b>	<b>\$35,836.80</b>
	<b>Product Total</b>		<b>66</b>	<b>\$41,871.60</b>
		Install Fee (FAE)		\$1,200.00
		Estimated Shipping		\$6,280.74
		Warehouse Total		\$2,600.00
		<b>Subtotal</b>		<b>\$51,952.34</b>
		Sales Tax		\$3,636.66
		<b>Total</b>		<b>\$55,589.00</b>







## Professional Services Agreement

July 16, 2021\_REV 0

FIELDSTONE AE: Fieldstone Architecture & Engineering (FAE)  
 12906 Tampa Oaks Blvd.  
 Suite 150  
 Tampa, FL 33637

CLIENT: Lake Bernadette  
 Brenton Basinger and Dan Nessel  
 5410 Links Ln.  
 Zephyrhills, FL 33541

### Proposal for Interior Design Services

#### Lake Bernadette Clubhouse Interior Renovation | Zephyrhills, FL

We appreciate the opportunity to provide this design proposal for furniture selections for the Lake Bernadette Clubhouse, Club room and foyer 1,875 s.f. area of work.

#### Project Understanding:

- Interior Design:
  - Design package to include:
    - Selection of new interior furnishings for the Club room and foyer (see amendment #1 for detailed scope)

#### Scope of Services:

Basic Services include the following:

- Interior Design furniture selection services, see Amendment #1

#### Fees:

**CLIENT shall pay FIELDSTONE a stipulated sum for Interior Design:**

##### Basic Services – Clubhouse

Interior Design Furniture Selections (procurement under separate contract)	\$3,800.00
<u>Meetings/Management</u>	<u>\$1,100.00</u>
<b>Total Estimated Fee:</b>	<b>\$4,900.00</b>

Additional Services include the following:

- Construction Administration (not included); Fieldstone recommends a planned contingency fund of 10% of the basic services fee above for this phase, **\$425.00** See Amendment 2 for suggested construction administration services.

An initial payment of **\$1,100.00** shall be made upon execution of this Agreement. It shall be credited to the Client's account in the final invoice. Final payment to be paid prior to release of permit set of drawings.

#### Notes:

- Furniture procurement and installation not included. Procurement and installation to be provided under separate contract.
- Drapery and other window treatments not included.
- Schedules to be discussed at commencement of project.
- Fieldstone invoices at percentage complete of phases.
- All structures and their associated fees are based on the above assumptions. Should building size, construction type or program deviate from assumptions, fees will be adjusted accordingly.
- Client may be responsible for full contract amount in the event the project or phases are not completed.
- Placing a project on hold for over 90 days will incur additional restart fees at time of release to continue with the project.
- Additional Reimbursable Expenses, such as printing, shipping, photography, travel related expenses and lodging shall be reimbursed at cost + 15%.

**Attachments:**

CLIENT and FIELDSTONE acknowledge that each has read and agrees to all attachments included with this proposal, which are incorporated herein and made a part of this agreement.

**1. Interior Design Basic Services****2. Alternate Services and Exclusions****3. Terms and conditions**

A signed copy of this proposal will constitute our Agreement and authorizes FAE to begin work. We appreciate the opportunity to work together to create a highly successful project.

Offered by (FIELDSTONE):

Accepted by (CLIENT):

\_\_\_\_\_  
(Signature and date)\_\_\_\_\_  
(Signature and date)Natasha Ellis, Interior Design Manager  
(Printed Name and title)\_\_\_\_\_  
(Printed Name and title)

# Attachment #1

## Interior Design Basic Services

### Detailed Scope of Services Defined:

- Soft-goods - Movable items including furnishings.

### Interior Design Soft-Goods-

#### ID Preliminary Design | Detailed Scope of work:

- Kick-off meeting to consult with the Client and project team to determine color scheme and furniture style.

#### Furniture Phase | Detailed Scope of work: (includes (2) Design Generations)

- Selection of new interior furniture, art, and accessories for the club room and foyer (exterior furnishings and interior furnishings for other areas are not included in the base fee but can be provided at Client's request on hourly basis as per FAE's hourly rate table)
- Preliminary Budget Development includes:
  - Interior furnishings & fabrics
  - Interior art and accessories
  - Estimated Shipping, Taxes, & Tariffs (Final tax, tariffs, & shipping costs will be confirmed when Purchase orders are placed).
  - Estimated warehousing & installation fee
- Generation 1 furniture selections and preliminary budget for Client and project team review. The client will have the opportunity to review and comment. If client provides comments FAE will make revisions (up to 4 hrs. of re-selections) and provide a generation 2 furniture selections and preliminary budget for review. Generations beyond the second will be billed hourly.
- Furnishing procurement and installation provided under separate contract

### Deliverables -

- Soft Good Package
  - Digital Presentation of all interior furnishings, online unless in person requested
- Spreadsheet with approved selections' extended pricing, estimated tax, estimated shipping, and installation. Sign-off (required for commencement of procurement phase).

### Meetings -

#### Furniture Phase | Total Five hours of online meeting time is included

- A 1 hr. meeting for kick off - general direction on color scheme and furniture style
- A 2 hr. meeting will be set up to review generation 1 presentation
- A 2 hr. meeting will be set up to review generation 2 presentation if reselections are made

## Attachment #2

### Alternate Services

#### **ID Soft-goods Construction Administration Phase– (If Requested By CLIENT)**

- All time will be billed on an hourly basis.
- Construction Administration services can include services such as those listed below:
  - Reselections due to discontinued or backordered items or value engineering process
  - Provide orders for additional items upon client review of building & accessories
  - Additional site visits beyond initial install.
  - Fieldstone will assist with warranty issues and/or HOA/Management questions for up to 6 months after installation. After 6 months additional costs may be assessed for time spent.

#### **Exclusions: (Some services may be available to be provided by FAE by Add Service or separate contact)**

- Meetings beyond those noted under basic scope
- Deliverables beyond those noted under basic scope
- Hard-good selections beyond Generation 2
- Soft-good re-selections beyond Generation 2
- Soft-good re-selections due to discontinued items, value engineering process, or client changes after approval
- Pool Deck Layouts and exterior furnishing selections
- Architectural, Mechanical, Electrical, & Plumbing drawings are not included in basic services and will be provided in a separate proposal once the scope of renovation is determined.
- Procurement and installation of furniture, art, and accessories (included under separate contract)
- Drapery design
- Warranty items from Client, HOA, or Management groups 6 months after installation
- Interior and Exterior Signage
- Specifications and procurement of specialized equipment
- COM check calculations and submittals.
- Attendance to City Planning Commission or Zoning Board of Appeals City meetings. (To be billed hourly as required.)
- Special government agency requirements such as Architectural review board requirements or special documentations
- Major Structural Engineering that involves modification of existing roof trusses, girders, lvl's, etc.
- As-Built drawings
- Analysis for LEEDs certification or other Green Programs and associated documents
- Construction cost estimates
- Site Plan / Survey / Civil Engineering / Landscape Architecture
- Geotechnical survey and report
- Pool / Aquatic engineering
- Fire protection or suppression system / Fire alarm engineering / Life Safety
- Low Voltage plan or system including AV, Telecommunications, Nurse call, Fire Alarm, Security, and Access control.
- Specialty lighting design such as Exterior Lighting design such as landscape site lighting, Parking lot, exterior accessory lighting and calculations thereof.
- Photometric or specialty lighting design
- Product Approval
- Architectural Specification book / Project Manual
- 3-D Computer Renderings, colored elevations, and/or color blocking / Brochures, Marketing Materials / Exterior Color & Material Selections

## Attachment #2 (cont.)

### Hourly Service Fees

Services beyond the scope of work requested by Client shall be billed at standard hourly rates unless a predetermined fixed fee amount is agreed to by Client and Consultant. Such agreement shall be considered an addendum to this agreement.

C Level / Vice President / Director	\$175
Sr Architect / Sr Engineer / Client Manager/ Interior Designer Manager	\$150
Architect / Engineer	\$135
Project Manager	\$100
Designer III / Project Coordinator / Assistant Client Manager	\$100
Designer II / Senior Technician	\$90
Designer I / Technician	\$80
Clerical	\$60

### Additional Services Available, But Not Included in this Agreement:

- Making revisions to drawings, schedules, specifications, or other documents based on programming or design changes when such revisions are inconsistent with written approval or instructions previously given, or are required because of revisions in codes, laws, or regulations subsequent to the preparation of such documents, or required as a result of Client's failure to render decisions in a timely manner.
- Prepare documents for alternate, separate or sequential bids and provide out-of-sequence services requested by Client.
- Provide consultation concerning replacement of work damaged by fire or other causes during construction and provide services required in connection with the replacement of such work.
- Coordinating construction performed by separate contractors or by Client's own forces and coordinating services required in connection with construction performed and equipment supplied by Client.
- Provide services for post occupancy evaluation, maintenance programs, or warranty review.
- Placing a project on hold for over 90 days by Client will incur additional restart fees at time of release to continue with the project.

# Attachment #3

## Terms and Conditions

### SERVICES

**Authorization to Proceed.** The signing of this Agreement by the CLIENT and FIELDSTONE will serve as written authorization for FIELDSTONE to proceed with services called for in this agreement.

**Changes.** Work beyond the scope of services, redoing any part of the project through no fault of FIELDSTONE, or the discovery of conditions or circumstances not contemplated by FIELDSTONE at the commencement of this Agreement shall constitute extra work and shall be paid for on a time and materials basis in accordance with the Standard Rates attached to this Agreement. FIELDSTONE will not perform such extra work without CLIENT's notification and approval.

**Time limit and changes in scope of services.** The proposal is valid for a period of 7 days from the proposal date. If acceptance and authorization to proceed is not received within 7 days, FIELDSTONE reserves the right to renegotiate the estimated costs, schedule for completion, personnel commitments, and overall scope of work. FIELDSTONE reserves the right to renegotiate the proposal should the CLIENT choose to alter the scope of work as indicated in the proposal.

**Times for rendering services.** FIELDSTONE services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, FIELDSTONE's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of FIELDSTONE, the rates and amounts of compensation provided herein shall be subject to equitable adjustment. If CLIENT has requested changes in scope, extent, or character of the Project, the time of performance of FIELDSTONE services shall be adjusted equitably.

**Right of Entry.** Unless otherwise stated, FIELDSTONE will have access to the site for activities necessary for the performance of the services. FIELDSTONE will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

### INSTRUMENTS OF SERVICE

Upon execution of this Agreement, FAE grants to the Owner a nonexclusive license to use FAE's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. FAE shall obtain similar nonexclusive licenses from FAE's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases FAE and FAE's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless FAE and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service

### PAYMENT

**Billings/Payments.** Invoices will be submitted for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and FIELDSTONE may, without waiving any claim or right against CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the CLIENT shall pay cost of collection, including reasonable attorneys' fees.

**Reimbursable Expenses.** Reimbursable expenses means the expenses incurred by FIELDSTONE or FIELDSTONE's Consultants directly in connection with the Assignment including but not limited to printing, shipping, mileage, meals, airfare, rental car and lodging.

**Obligation to Pay.** CLIENT's obligation to pay for the services performed under this Agreement is in no way contingent upon CLIENT's ability to obtain financing, zoning, approval of governmental or regulatory agencies or final adjudication of a lawsuit in which FIELDSTONE is not involved, or upon CLIENT's successful completion of the project or CLIENT's decision not to use completed engineering and drafting for any reason. No deduction shall be made from any invoice on account of penalty, liquidated damages, retentions or other sums withheld from payments to CLIENT. It is agreed that all expenses incurred by FIELDSTONE in enforcing this Agreement, or in obtaining liens, judgments or collecting any delinquent amounts due, including reasonable attorney fees, shall be recoverable from CLIENT.

**Disputed Invoice.** In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

## Attachment #3 (cont.)

### GENERAL CONDITIONS

**Standards of Performance.** CLIENT shall be responsible for, and FIELDSTONE may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to FIELDSTONE pursuant to this Agreement. FIELDSTONE may use such requirements, reports, data and information in performing or furnishing services under this agreement.

FIELDSTONE shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall be responsible for discovering deficiencies therein. FIELDSTONE shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

### OWNERSHIP OF DOCUMENTS

All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purposes without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of the Client. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk.

### TERMINATION

Either party may at any time, upon ten (10) days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay FIELDSTONE all amounts owing to FIELDSTONE under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

### DISPUTE RESOLUTION

Any claim or dispute between the CLIENT and FIELDSTONE shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of FIELDSTONE.

### HIDDEN CONDITIONS AND HAZARDOUS MATERIALS.

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If FIELDSTONE has reason to believe that such a condition may exist, FIELDSTONE shall notify the CLIENT who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) FIELDSTONE has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and FIELDSTONE shall not be responsible for the existing condition nor any resulting damages to persons or property. FIELDSTONE shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

### INSURANCE, INDEMNIFICATIONS & RISK ALLOCATION.

**Insurance.** FIELDSTONE carries statutory Workers' Compensation Insurance. General Liability is in force with limits of \$2,000,000.00 each occurrence, \$4,000,000.00 aggregate operations for combined bodily injury and property damage liability. Automobile liability is carried with a combined limit of \$1,000,000.00 each occurrence. FIELDSTONE carries \$2,000,000.00 in professional liability insurance. Insurance certificates will be furnished upon request. Within the limits of said insurance coverage available at the time of settlement or judgment, FIELDSTONE agrees to save the CLIENT harmless from and against loss, damage, injury, or liability arising directly from the negligent acts or omission of ourselves, our employees, agents, sub consultants, and their employees and agents. If the CLIENT'S contract or purchase order places greater responsibility upon FIELDSTONE or requires further insurance coverage, additional insurance will be procured at the CLIENT'S expense; but FIELDSTONE shall not be held responsible for property damage from any cause, including fire and explosion, beyond the amount and coverage of our insurance. In addition, we require that if any hold-harmless agreements against FIELDSTONE, party suits exist between the CLIENT, and any contractor who may perform work in connection with this study, design, or report prepared by FIELDSTONE, such agreement must be extended to include just as if FIELDSTONE were the CLIENT. CLIENT agree to indemnify and hold harmless, and its officers, employees, agents and representatives, from and against all claims, losses, damages and expenses, including reasonable attorneys' fees, to extend such claims, losses, damages, or expenses are caused by the CLIENT negligent acts, errors or omissions.

### INDEMNIFICATIONS.

The CLIENT shall indemnify and hold harmless FIELDSTONE and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the CLIENT, anyone directly or indirectly employed by the CLIENT (except FIELDSTONE) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials. CLIENT agrees to waive any and all claims against FIELDSTONE or its employees and principals for liquidated damages.

## **Attachment #3** (cont.)

### **STATE OF VALIDITY**

Contract shall be construed under the laws of the State of Michigan. If any portion of this agreement is deemed invalid by a court of competent jurisdiction, all remaining portions of the Agreement shall remain valid and enforceable.

### **LIMITATION OF PROFESSIONAL LIABILITY**

In recognition of the relative risks and benefits of the project to both the Client and Fieldstone, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Fieldstone, and his or her sub consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Fieldstone and his or her subconsultants to all those named shall not exceed \$50,000, or Fieldstone's total fee for services rendered on this project, whichever is lesser. However, this does not include Gross Negligence liability.

Services provided by Fieldstone under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

### **PERSONAL LIABILITY**

**PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, FIELDSTONE ARCHITECTURE & ENGINEERING, LLC IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.**



### Professional Services Agreement

July 16, 2021\_REV 0

FIELDSTONE AE: Fieldstone Architecture & Engineering (FAE)  
12906 Tampa Oaks Blvd.  
Suite 150  
Tampa, FL 33637

CLIENT: Lake Bernadette  
Brenton Basinger and Dan Nessel  
5410 Links Ln.  
Zephyrhills, FL 33541

## Proposal for Interior Design Procurement Services Lake Bernadette Clubhouse Interior Renovation | Zephyrhills, FL

We appreciate the opportunity to provide this Interior Design procurement proposal for the Lake Bernadette Clubhouse furnishings. Fieldstone will provide a turn-key interior design furniture package with install.

### Scope of Services:

Project scope to include FF&E Interior Design Procurement Services for two rooms, see Attachment #1.  
Lake Bernadette 1,875 s.f. Club Room & Foyer- Furniture budget estimate based on floor plan and furniture quantities list in Attachment #5

### Fees:

CLIENT shall pay FIELDSTONE the estimated fee for Interior Design Procurement Services & Furnishings. Estimate of furnishings for this type and scale of building noted below. Furniture floor plan and quantities list noted in Attachment #5.

### Basic Services – Clubhouse:

Projected Cost of Furnishings & Furnishing Procurement Fee*	\$ 46,748.40*
Projected Cost of Warehouse & Installation Fee	\$ 3,800.00
Projected Cost of Shipping & Tax**	\$ 11,041.51**
<b>Total Estimated Fee &amp; Furnishings:</b>	<b>\$ 61,589.91***</b>

### Additional Services & Reimbursables:

We recommend allocating a planned contingency fund for reimbursables.

Notes:

- Procurement fee based on cost of furnishings \*
- Final tax and shipping will vary \*\*
- Final furnishings, quantities, and fabric grades may result in varied pricing from exhibits in Attachment #5.
- Additional fees may be incurred if manufacturers have applicable tariff fees
- One month of storage leading up to the installation is included in storage fee. If changes in schedule occur additional storage fees may be applicable.
- If client chooses not to purchase furnishings, a fee for time spent will be assessed, based on hourly fee in Attachment #2.
- Schedules to be discussed at commencement of project
- Reselection for discontinued or backordered items is not included and will be billed hourly based on hourly fee in Attachment #2.
- All structures and their associated fees are based on the above assumptions. Should building size or program deviate from assumptions, fees will be adjusted accordingly.
- Placing a project on hold for over 90 days will incur additional restart fees at time of release to continue with the project.
- Additional Reimbursable Expenses, such as printing, shipping, photography, travel related expenses and lodging shall be reimbursed at cost + 15%.

### Attachments:

CLIENT and FIELDSTONE acknowledge that each has read and agrees to all attachments included with this proposal, which are incorporated herein and made a part of this agreement.

- |  |  |                                |
|--|--|--------------------------------|
| <b>1. Interior Design Procurement Services</b> | <b>2. Additional Services, Exclusions</b>            | <b>3. Terms and conditions</b> |
| <b>4. Furniture, Art, &amp; Accessories</b>    | <b>5. Furniture Floor Plan &amp; Quantities List</b> |                                |

A signed copy of this proposal will constitute our Agreement and authorizes FAE to begin work. We appreciate the opportunity to work together to create a highly successful project.

Offered by (FIELDSTONE):

Accepted by (CLIENT):

\_\_\_\_\_  
(Signature and date)

\_\_\_\_\_  
(Signature and date)

Natasha Ellis, Interior Design Manager  
(Printed Name and title)

\_\_\_\_\_  
(Printed Name and title)

## Attachment #1

### Interior Design Basic Services

#### Furnishing Procurement–

- Upon client approval of selections and budget document (previous contract), FAE to coordinate and hire furniture and upholstery vendors for fabrication of soft good materials and products, coordinate ordering, tracking, warehousing, and installation of furniture.
- Procurement – All purchases will be made solely through FAE resources and may include shipping/receiving, installation, and sales tax (if applicable).
- FAE to serve as sole coordinator between all furniture and accessory consultants during the procurement phase.
  - Generate purchase orders
  - Coordinate and hire warehouse and installers. One month of storage is included in warehouse fee. If changes in schedule occur additional storage fees will be applicable.
  - Track and coordinate orders between manufacturer, fabric mills, and other consultants
- Initial furniture, art, and accessory invoice will be based on estimated budget, **FF&E payments must be received prior to FAE placing orders with vendors.**

**If payments are not received by date provided by FAE, furnishing install date may be affected and FAE is not responsible for delays.**

#### Standard Invoicing Procedure –

- Procurement – All furniture, art, and accessory purchases will be made solely through FAE resources and charged at Wholesale cost with a procurement management fee
- **1<sup>st</sup> FF&E payment must be received prior to FAE placing orders with vendors.**
  - 1<sup>st</sup> Invoice will include:
    - Cost of goods based on estimated budget:
      - Art
      - Accessories
      - Furniture
    - 50% of estimated storage and installation fee
    - Procurement fee
  - 2<sup>nd</sup> Invoice will include:
    - Shipping/receiving costs
    - Tariffs
    - Sales tax
    - Remaining 50% of estimated storage/installation fee
  - Typically, a project only requires two invoices however, a third invoice cycle may be necessary for items added during the ordering process and or if vendors' final invoices take longer than normal.
- **2<sup>nd</sup> Invoice must be received prior to installation**

#### Installation:

- Coordinate with Client for installation dates
  - The building must be cleaned with rooms to be furnished empty and ready prior to the arrival and installation of furnishings. Install checklist to be completed and signed prior to installation
  - Onsite empty dumpster(s) to be provided. Size dumpster to be determined after orders placed.
- Prior to installation: coordinate storage to receive goods, check for damages, coordinate delivery/installation of furniture to project site.
- The day of installation: (1) FAE employee to coordinate and supervise installation of FF&E items to correct site locations.
- Verify arrival of correct FF& E items, survey and catalog FF&E items for damage and coordinate with manufacturers for replacements if applicable.
- If FAE is scheduled for installation and the building is not ready for furniture, art, and accessory installation, causing delay or additional time/days spent on installation the client may be charged additional fees.

## Attachment #2

### Exclusions:

- Meetings
- Soft-good re-selections due to discontinued or backordered items, value engineering, or client changes (Soft good selections provided under Separate contract)
- Hard-good re-selections due to discontinued items, value engineering, or client changes
- Warranty of items from Client, HOA, Management groups after installation of furnishings and initial assessment of any damaged goods
- Warranty of manufacturer defects 6 mo. after installation
- 3D renderings
- Specifications and procurement of Fitness equipment and other specialized equipment
- Architectural services
- Exterior Color & Material Selections
- Lighting design such as site, parking lot, pool deck lighting
- Photometric or specialty lighting design

### Hourly Service Fees

Services beyond the scope of work requested by Client shall be billed at standard hourly rates unless a predetermined fixed fee amount is agreed to by Client and Consultant. Such agreement shall be considered an addendum to this agreement.

C Level / Vice President / Director	\$175
Sr Architect / Sr Engineer / Client Manager/ Interior Designer Manager	\$150
Architect / Engineer	\$135
Project Manager	\$100
Designer III / Project Coordinator / Assistant Client Manager	\$100
Designer II / Senior Technician	\$90
Designer I / Technician	\$80
Clerical	\$60

### Additional Services Available, But Not Included in this Agreement:

- Provide replacement furnishings due to damage incurred after installation by either general contractor, client, or other.
- Making revisions to drawings, schedules, specifications, or other documents based on programming or design changes when such revisions are inconsistent with written approval or instructions previously given, or are required because of revisions in codes, laws, or regulations subsequent to the preparation of such documents, or required as a result of Client's failure to render decisions in a timely manner.
- Prepare documents for alternate, separate or sequential bids and provide out-of-sequence services requested by Client.
- Provide consultation concerning replacement of work damaged by fire or other causes during construction and provide services required in connection with the replacement of such work.
- Provide services for post occupancy evaluation, maintenance programs, or warranty review.
- Placing a project on hold for over 90 days by Client will incur additional restart fees at time of release to continue with the project.

# Attachment #3

## Terms and Conditions

### SERVICES

**Authorization to Proceed.** The signing of this Agreement by the CLIENT and FIELDSTONE will serve as written authorization for FIELDSTONE to proceed with services called for in this agreement.

**Changes.** Work beyond the scope of services, redoing any part of the project through no fault of FIELDSTONE, or the discovery of conditions or circumstances not contemplated by FIELDSTONE at the commencement of this Agreement shall constitute extra work and shall be paid for on a time and materials basis in accordance with the Standard Rates attached to this Agreement. FIELDSTONE will not perform such extra work without CLIENT's notification and approval.

**Time limit and changes in scope of services.** The proposal is valid for a period of 7 days from the proposal date. If acceptance and authorization to proceed is not received within 7 days, FIELDSTONE reserves the right to renegotiate the estimated costs, schedule for completion, personnel commitments, and overall scope of work. FIELDSTONE reserves the right to renegotiate the proposal should the CLIENT choose to alter the scope of work as indicated in the proposal.

**Times for rendering services.** FIELDSTONE services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, FIELDSTONE's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of FIELDSTONE, the rates and amounts of compensation provided herein shall be subject to equitable adjustment. If CLIENT has requested changes in scope, extent, or character of the Project, the time of performance of FIELDSTONE services shall be adjusted equitably.

**Right of Entry.** Unless otherwise stated, FIELDSTONE will have access to the site for activities necessary for the performance of the services. FIELDSTONE will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

### INSTRUMENTS OF SERVICE

Upon execution of this Agreement, FAE grants to the Owner a nonexclusive license to use FAE's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. FAE shall obtain similar nonexclusive licenses from FAE's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases FAE and FAE's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless FAE and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service

### PAYMENT

**Billings/Payments.** Invoices will be submitted for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and FIELDSTONE may, without waiving any claim or right against CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the CLIENT shall pay cost of collection, including reasonable attorneys' fees.

**Reimbursable Expenses.** Reimbursable expenses means the expenses incurred by FIELDSTONE or FIELDSTONE's Consultants directly in connection with the Assignment including but not limited to printing, shipping, mileage, meals, airfare, rental car and lodging.

**Obligation to Pay.** CLIENT's obligation to pay for the services performed under this Agreement is in no way contingent upon CLIENT's ability to obtain financing, zoning, approval of governmental or regulatory agencies or final adjudication of a lawsuit in which FIELDSTONE is not involved, or upon CLIENT's successful completion of the project or CLIENT's decision not to use completed engineering and drafting for any reason. No deduction shall be made from any invoice on account of penalty, liquidated damages, retentions or other sums withheld from payments to CLIENT. It is agreed that all expenses incurred by FIELDSTONE in enforcing this Agreement, or in obtaining liens, judgments or collecting any delinquent amounts due, including reasonable attorney fees, shall be recoverable from CLIENT.

**Disputed Invoice.** In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

## Attachment #3 (cont.)

### GENERAL CONDITIONS

**Standards of Performance.** CLIENT shall be responsible for, and FIELDSTONE may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to FIELDSTONE pursuant to this Agreement. FIELDSTONE may use such requirements, reports, data and information in performing or furnishing services under this agreement.

FIELDSTONE shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall be responsible for discovering deficiencies therein. FIELDSTONE shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

### OWNERSHIP OF DOCUMENTS

All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purposes without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of the Client. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk.

### TERMINATION

Either party may at any time, upon ten (10) days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay FIELDSTONE all amounts owing to FIELDSTONE under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

### DISPUTE RESOLUTION

Any claim or dispute between the CLIENT and FIELDSTONE shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of FIELDSTONE.

### HIDDEN CONDITIONS AND HAZARDOUS MATERIALS.

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If FIELDSTONE has reason to believe that such a condition may exist, FIELDSTONE shall notify the CLIENT who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) FIELDSTONE has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and FIELDSTONE shall not be responsible for the existing condition nor any resulting damages to persons or property. FIELDSTONE shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

### INSURANCE, INDEMNIFICATIONS & RISK ALLOCATION.

**Insurance.** FIELDSTONE carries statutory Workers' Compensation Insurance. General Liability is in force with limits of \$2,000,000.00 each occurrence, \$4,000,000.00 aggregate operations for combined bodily injury and property damage liability. Automobile liability is carried with a combined limit of \$1,000,000.00 each occurrence. FIELDSTONE carries \$2,000,000.00 in professional liability insurance. Insurance certificates will be furnished upon request. Within the limits of said insurance coverage available at the time of settlement or judgment, FIELDSTONE agrees to save the CLIENT harmless from and against loss, damage, injury, or liability arising directly from the negligent acts or omission of ourselves, our employees, agents, sub consultants, and their employees and agents. If the CLIENT'S contract or purchase order places greater responsibility upon FIELDSTONE or requires further insurance coverage, additional insurance will be procured at the CLIENT'S expense; but FIELDSTONE shall not be held responsible for property damage from any cause, including fire and explosion, beyond the amount and coverage of our insurance. In addition, we require that if any hold-harmless agreements against FIELDSTONE, party suits exist between the CLIENT, and any contractor who may perform work in connection with this study, design, or report prepared by FIELDSTONE, such agreement must be extended to include just as if FIELDSTONE were the CLIENT. CLIENT agree to indemnify and hold harmless, and its officers, employees, agents and representatives, from and against all claims, losses, damages and expenses, including reasonable attorneys' fees, to extend such claims, losses, damages, or expenses are caused by the CLIENT negligent acts, errors or omissions.

### INDEMNIFICATIONS.

The CLIENT shall indemnify and hold harmless FIELDSTONE and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the CLIENT, anyone directly or indirectly employed by the CLIENT (except FIELDSTONE) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials. CLIENT agrees to waive any and all claims against FIELDSTONE or its employees and principals for liquidated damages.

**Attachment #3** (cont.)**STATE OF VALIDITY**

Contract shall be construed under the laws of the State of Michigan. If any portion of this agreement is deemed invalid by a court of competent jurisdiction, all remaining portions of the Agreement shall remain valid and enforceable.

**LIMITATION OF PROFESSIONAL LIABILITY**

In recognition of the relative risks and benefits of the project to both the Client and Fieldstone, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Fieldstone, and his or her sub consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Fieldstone and his or her subconsultants to all those named shall not exceed \$50,000, or Fieldstone's total fee for services rendered on this project, whichever is lesser. However, this does not include Gross Negligence liability.

Services provided by Fieldstone under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**PERSONAL LIABILITY**

**PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, FIELDSTONE ARCHITECTURE & ENGINEERING, LLC IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.**

## Attachment #4

### Furniture, Accessories, and Art

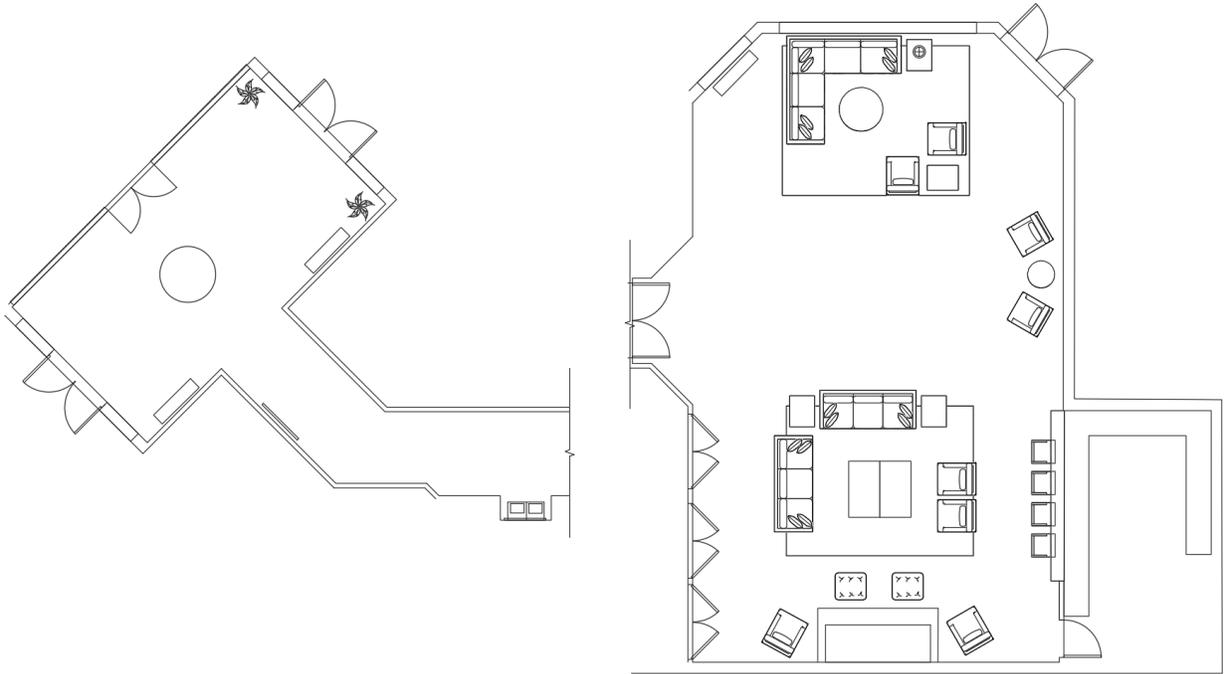
1. The title to all furniture, accessories and art procured by Fieldstone shall at all times be with Client. Fieldstone shall have no interest in any items procured for Client.
2. The risk of loss, with respect to all furniture, accessories and art procured by Fieldstone, shall be with Client.
3. Fieldstone shall arrange delivery of all furniture, accessories and art in accordance with Fieldstones progress schedule, or at a time agreed upon by the Client and Fieldstone
4. Fieldstone employee shall act as Client's representative during installation and receiving of furnishings, art, and accessories. The Client agrees to Fieldstone employee representation upon signing procurement proposal.
5. Upon delivery of the furniture, accessories and art, to the site, the Client shall be responsible for any loss or damage caused to the furniture, accessories, and art.
6. Upon delivery of furniture, accessories, and art client is responsible for onsite security of furniture, accessories, and art.
7. If Client's representative is onsite and rejects all or any portion of the delivery, Client shall notify Fieldstone at the time of delivery and installation. The notice shall include the specific basis for the Client's rejection.

CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY, IF ANY, AGAINST FIELDSTONE WILL BE LIMITED TO THE REPAIR AND REPLACEMENT OF NONCONFORMING OR DEFECTIVE GOODS, PROVIDED FIELDSTONE IS PROMPTLY NOTIFIED IN WRITING OF ANY DEFECT. THIS EXCLUSIVE REMEDY WILL NOT BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE AS LONG AS FIELDSTONE IS WILLING TO REPAIR OR REPLACE THE DEFECTIVE PARTS.

FIELDSTONE MAKES NO WARRANTY WHATSOEVER REGARDING THE GOODS, INCLUDING ANY (1) WARRANTY OF MERCHANTABILITY; (2) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (3) WARRANTY OF TITLE; OR (4) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY FIELDSTONE, OR ANY OTHER PERSON ON FIELDSTONE'S BEHALF.

## Attachment #5

Furniture Plans - may vary based on final layout



# Attachment #5

Furnishing Quantities - may vary based on final layout - quantities are approximate.

## Lake Bernadette - Clubhouse - Preliminary Budget Layout 2

Rm Tag	Room Name	Furniture Item	Quantity	Extended Cost
<b>Indoor Furniture</b>				
	Foyer/Corridor			Extended Cost
		Entry Table	1	\$792.00
		Console Table	2	\$2,040.00
		Corridor Art	1	\$420.00
		Planter	2	\$1,084.80
		Table accessories (LG)	1	\$156.00
		Table accessories (SM)	4	\$408.00
	<b>Room Total</b>		<b>11</b>	<b>\$4,900.80</b>
	Kitchen			
		Table accessories (LG)	4	\$624.00
		Table accessories (SM)	5	\$510.00
	<b>Room Total</b>		<b>9</b>	<b>\$1,134.00</b>
	Community Room			
		Sectional	1	\$4,987.20
		Fabric - Sectional (38 yd ea)	38	\$1,824.00
		Console Table	1	\$1,020.00
		Lounge Chair	8	\$6,192.00
		Fabric - Lounge chairs (6 yd ea)	48	\$2,304.00
		Sectional Pillow 2 18x18	3	\$180.00
		Fabric - Pillow 1 (.75 yd ea)	2.25	\$135.00
		Sectional Pillow 1 20x20	3	\$180.00
		Fabric - Pillow 2 (.75 yd ea)	2.25	\$135.00
		End Tables (LG)	4	\$3,168.00
		End Table (SM)	1	\$534.00
		Coffee Table - Round	1	\$960.00
		Coffee Table - Rectangle	2	\$2,520.00
		Barstools	4	\$2,184.00
		Fabric - Barstool (2 yd ea)	8	\$364.80
		Sofa	2	\$2,376.00
		Fabric - Sofa (19 yd ea)	38	\$1,824.00
		Sofa Pillow 2 18x18	4	\$240.00
		Fabric - Pillow 1 (.75 yd ea)	3	\$180.00
		Sofa Pillow 1 20x20	4	\$240.00
		Fabric - Pillow 2	3	\$180.00
		Ottoman	2	\$924.00
		Fabric - Ottoman (3 yd ea)	6	\$273.60
		Area rug	2	\$6,720.00
		Lamp	1	\$168.00
		Art	3	\$900.00
	<b>Room Total</b>		<b>46</b>	<b>\$40,713.60</b>
	<b>Product Total</b>		<b>66</b>	<b>\$46,748.40</b>
	Install Fee (FAE)			\$1,200.00
	Estimated Shipping			\$7,012.26
	<b>Warehouse Total</b>			<b>\$2,600.00</b>
	<b>Subtotal</b>			<b>\$57,560.66</b>
	Sales Tax			\$4,029.25
	<b>Total</b>			<b>\$61,589.91</b>

# Matter Brothers Proposal

# Lake Bernadette Clubhouse



*The Example represents the most expensive plus assuming tax is 7% and delivery with setup for \$149.00*

EXAMPLE

Lawrence Accent	4	\$	5,996.00
Zayne Sofa	2	\$	5,948.00
Lunas Cocktail		\$	1,789.00
Leland End Table		\$	649.00
Art		\$	709.00
Art		\$	709.00
Rug		\$	2,500.00
		\$	18,300.00
7% Tax		\$	1,281.00
Delivery		\$	149.00
		\$	19,730.00

Alexandria	\$ 992.00	
Ariel	\$1,298.00	
Brooks	\$ 999.00	
Lennox	\$1,239.00	
Memphis	\$ 743.00	
Orion	\$1,051.00	
Lawrence	\$1,499.00	
Bastien	\$1,051.00	
OC394	\$1,199.00	Based on the grade of fabric
OC733	\$ 699.00	Based on the grade of fabric
OC736	\$ 699.00	Based on the grade of fabric
Pine Isle 1023-001 CULR	\$ 949.00	Based on the grade of fabric

Turner Sofa	\$2,183.00	
Zayne	\$2,974.00	
Pine Island		Based on the grade of fabric

Art	
Moment of Waiting 1	\$ 559.00
Moment of Waiting 2	\$ 559.00

Bird in Stillness 1	\$ 709.00
Bird in Stillness 2	\$ 709.00

Rugs

Hand Brookland Coffee Table	\$ 1,729.00
Cameron Cocktail Table	\$ 529.00
Cameron Cocktail Table	\$ 529.00
Durant Coffee Table	\$ 899.00
Lunas coffee Table	\$ 1,789.00
Alejo Coffee Table	\$ 989.00
Saxon	\$ 1,734.00
Leland Coffee Table	\$ 1,298.00
Leland End Table	\$ 649.00
Cameron End Table	\$ 405.00
Gannett end Table	\$ 449.00
Durant End Table	\$ 599.00
Armon End Table	\$ 449.00
Armand End Table	\$ 319.00
Root End Table	\$ 499.00

*Renee Aller ASD Matter Brothers Furniture*

# Lake Bernadette Clubhouse



*Orion*



*Alexandria*



*Ariel*



*Memphis*

*All four of these have  
fabric and finish  
options*



*Pine Isle*



*00394*



*00736*



*00733*

*Renee Aller ASD Matter Brothers Furniture*

*Lake Bernadette Clubhouse*



*Lunas*



*Alejo*



*Brooklyn*



*Durant*



*Cameron*



*Leland*



*Saxon*



*Drake*

*Renee Aller ASD Matter Brothers Furniture*

# Lake Bernadette Clubhouse



*Armand*



*Armon*



*Root*



*Durant*



*Cameron*



*Leland*



*Gannett*

*Renee Allen ASD Matter Brothers Furniture*

*Lake Bernadette Clubhouse*



*Zayne*



*Turner*



*Only one Fabric and Finish options*



*Lawrence*



*Bastain*



*Brooks*



*Lennon*

*Renee Aller ASD Matter Brothers Furniture*