

# Lake Bernadette Community Development District

## Board of Supervisors

Michael Berman, Chairman  
Robert Van Liew, Vice Chairman  
Bonnie Hazelett, Assistant Secretary  
Sharon Callie, Assistant Secretary

David Wenck, District Manager  
Mark Vega, Inframark  
Scott Steady, Esquire, District Counsel  
Dan Nesselt, Clubhouse Manager  
Tonja Stewart, District Engineer

## Regular Meeting Agenda

Tuesday, December 6, 2022 – 6:00 p.m.

- 
- 1. Roll Call**
  - 2. Audience Comments Limited to 3 Minutes Per Person**
  - 3. Organizational Matters**
    - A. Declaration of Vacancy (Seat 2)
    - B. Appointment of Supervisor to Fill Vacant Seat 2
    - C. Oath of Office for Newly Elected and Appointed Supervisors (Seats 1 and 2)
    - D. Resolution 2023-02, Designation of Officers
  - 4. Consent Agenda**
    - A. Approval of the Minutes of October 25, 2022 Meeting
    - B. Acceptance of the Financial Statements as October 2022
    - C. Motion for Assigned Reserves FY2022
  - 5. Aquatic Report**
    - A. Monthly Report
    - B. Proposal from AWC for CDD
    - C. Proposal from Blue Water for CDD
    - D. Proposal from Blue Water Aquatics for HOA
    - E. Proposal from SOLitude for CDD
    - F. Proposal from SOLitude for HOA
    - G. Proposal Comparison Sheet
  - 6. Attorney's Report**
  - 7. Engineer's Report**
  - 8. District Manager's Report**
    - A. 5 Year Plan
  - 9. Clubhouse Manager's Report**
    - A. Clubhouse Erosion Proposals
      - i. Proposal from Rainmaker
      - ii. Proposal from EnviroScapes
      - iii. Proposal from Site Masters
    - B. Pickleball Court Proposals
      - i. Proposal from Florida Courts
      - ii. Proposal from Alto
      - iii. Proposal from MOR Sports Group

### District Office:

Inframark  
210 North University Drive, Suite 702  
Coral Springs, Florida, 33071  
954-603-0033

### Meeting Location:

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

# Lake Bernadette Community Development District

## Board of Supervisors

Michael Berman, Chairman  
Robert Van Liew, Vice Chairman  
Bonnie Hazelett, Assistant Secretary  
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David Wenck, District Manager  
Mark Vega, Inframark  
Scott Steady, Esquire, District Counsel  
Dan Nessel, Clubhouse Manager  
Tonja Stewart, District Engineer

- iv. Proposal from Sports Construction
- v. Proposal from Welch Tennis Courts, Inc.

C. FHP Stats

## **10. Old Business**

## **11. New Business and Supervisors' Requests**

## **12. Adjournment**

**The Next Meeting is scheduled to be held on the  
First Tuesday, January 24, 2023, at 6:00 p.m.**

### **District Office:**

Inframark  
210 North University Drive, Suite 702  
Coral Springs, Florida, 33071  
954-603-0033

### **Meeting Location:**

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

**RESOLUTION 2023-02**

**A RESOLUTION OF THE LAKE BERNADETTE  
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING  
OFFICERS OF THE BOARD OF SUPERVISORS**

WHEREAS, the Board of Supervisors of the Lake Bernadette Community Development District at a regular business meeting, held on December 6, 2022 following the General Election, desires to appoint the below recited persons to the offices specified.

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

The following persons were appointed to the offices shown to with:

_____	Chairperson
_____	Vice Chairperson
<u>David Wenck</u>	Secretary
<u>Stephen Bloom</u>	Treasurer
_____	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

PASSED AND ADOPTED THIS, 6<sup>TH</sup> DAY OF DECEMBER 2022.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
David Wenck  
Secretary

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

The regular meeting of the Board of Supervisors of the Lake Bernadette Community Development District of Tuesday, October 25, 2022 at 6:00 p.m. at the Lake Bernadette Clubhouse, 5410 Golf Links Boulevard, Zephyrhills, Florida.

Present and constituting a quorum were:

Michael Berman	Chairman
Robert Van Liew	Vice Chairman
Bonnie Hazelett	Assistant Secretary
James Callaghan	Assistant Secretary
Sharon Callie	Assistant Secretary

Also present were:

Mark Vega	District Manager
David Wenck	District Manager
Dan Nesselt	Clubhouse Manager
Residents	

*The following is a summary of the discussions and actions taken.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

- Mr. Berman called the meeting to order, and a quorum was established.

**SECOND ORDER OF BUSINESS**

**Audience Comments Limited to 3 Minutes  
Per Person**

- No audience present.

**THIRD ORDER OF BUSINESS**

**Consent Agenda**

- A. Approval of the Minutes of October 3, 2022 Meeting**
- B. Acceptance of the Financial Statements of September 2022**
- C. Resolution 2023-01, Designating David Wenck as Secretary**
- D. Motion to Assign Fund Balance as of September 30, 2022**

- Mr. Callaghan noted a correction in Page 4-line c of the minutes.

On MOTION by Mr. Van Liew seconded by Ms. Hazelett with all in favor the Consent Agenda was approved as amended. 5-0
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**FOURTH ORDER OF BUSINESS**

**Aquatic Report**

- Discussion ensued regarding Solitude and garbage being found near the pools and no report presentation.

**FIFTH ORDER OF BUSINESS**

**Attorney’s Report**

- No report presented.

**SIXTH ORDER OF BUSINESS**

**Engineer’s Report**

- No report presented.

**SEVENTH ORDER OF BUSINESS**

**District Manager’s Report**

- The Board came to a consensus to keep Mr. Callaghan on the Board until December 2022.
- Pond RFQ will be presented at the next meeting.

**EIGHTH ORDER OF BUSINESS**

**Clubhouse Manager’s Report**

- Mr. Nesselt presented his report.

**A. Proposal from Site Masters of Florida**

On MOTION by Mr. Callaghan seconded by Ms. Hazelett with all in favor the Site Masters of Florida’s Proposal NTE \$5,000 was approved. (5-0)

**B. Proposal From Florida Asphalt and Concrete**

On MOTION by Ms. Hazelett seconded by Mr. Callaghan with all in favor Florida Asphalt and Concrete Proposal NTE \$85,000 AND removing Teeview from the proposed work was approved. (5-0)

**C. FHP Stats**

- Discussion ensued.

**NINTH ORDER OF BUSINESS**

**Old Business**

**A. 5-Year Plan Updated 09/27/2022**

**B. Discussion of Two Pickleball Courts**

- i. **Proposal from Ace Courts Inc.**
- ii. **Proposal from Florida Courts Inc.**
- iii. **Proposal from Precision Courts, LLC**

On MOTION by Mr. Callaghan seconded by Ms. Hazelett with all in favor Ace Courts Proposal NTE \$14,500 with revisions of adding nets and revising contact information was approved. (5-0)

- Mr. Berman suggested that Mr. Nessel to ask the vendors to include a certification of a ninety-eight percent compaction rate.

**C. Entrance Signs' Refurbishments**

- Mr. Berman stated the pricing for the sign refurbishments is \$27,741.10. Discussion was had regarding light placement. He stated he will have another quote for the December meeting.
- Mr. Berman asked the Christmas lights volunteers about changing dates if there happens to be a rainy day.
- Mr. Nessel stated Frontier never got back to him, however, he will reach out to them again.

**TENTH ORDER OF BUSINESS**

**New Business and Supervisors' Requests**

- Mr. Nessel stated Mr. Fleming suggested getting electric vehicle chargers. He proposed three options, to do nothing, get standard residential chargers or getting commercial chargers. Further discussion ensued.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Ms. Hazelett seconded by Mr. Van Liew with all in favor the meeting was adjourned. (5-0)

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David Wenck  
Secretary

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

*Financial Report*

*October 31, 2022*

**Prepared by:**



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

**Financial Statements**

(Unaudited)

*October 31, 2022*

**Balance Sheet**  
October 31, 2022

<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>ASSETS</u></b>				
Cash - Checking Account	\$ 148,159	\$ -	\$ -	\$ 148,159
Accounts Receivable	40	-	-	40
Due From Other Funds	-	19,472	9,997	29,469
Investments:				
Certificates of Deposit - 12 Months	300,000	-	-	300,000
Certificates of Deposit - 3 Months	300,000	-	-	300,000
Certificates of Deposit - 6 Months	300,000	-	-	300,000
Money Market Account	558,594	-	-	558,594
Prepaid Items	924	-	-	924
Deposits	835	-	-	835
<b>TOTAL ASSETS</b>	<b>\$ 1,608,552</b>	<b>\$ 19,472</b>	<b>\$ 9,997</b>	<b>\$ 1,638,021</b>
<b><u>LIABILITIES</u></b>				
Accounts Payable	\$ 13,501	\$ -	\$ -	\$ 13,501
Accrued Expenses	2,270	-	-	2,270
Sales Tax Payable	16	-	-	16
Deposits	2,185	-	-	2,185
Due To Other Funds	29,469	-	-	29,469
<b>TOTAL LIABILITIES</b>	<b>47,441</b>	<b>-</b>	<b>-</b>	<b>47,441</b>

**Balance Sheet**  
October 31, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	DOUBLE EAGLE COURT ROAD FUND	JANINE DRIVE FUND	TOTAL
<b>FUND BALANCES</b>				
<b>Nonspendable:</b>				
Prepaid Items	924	-	-	924
Deposits	835	-	-	835
<b>Assigned to:</b>				
Operating Reserves	144,537	-	-	144,537
Reserves - Clubhouse/Cabana	35,576	-	-	35,576
Reserves - Court Amenities	15,717	-	-	15,717
Reserves- Lake Embank/Drainage	92,517	-	-	92,517
Reserves - Roadways	44,693	-	-	44,693
Reserves - Swimming Pools	95,347	-	-	95,347
<b>Unassigned:</b>	1,130,965	19,472	9,997	1,160,434
<b>TOTAL FUND BALANCES</b>	<b>\$ 1,561,111</b>	<b>\$ 19,472</b>	<b>\$ 9,997</b>	<b>\$ 1,590,580</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,608,552</b>	<b>\$ 19,472</b>	<b>\$ 9,997</b>	<b>\$ 1,638,021</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	OCT-22 BUDGET	OCT-22 ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>						
Interest - Investments	\$ 4,000	\$ 1,260	\$ 927	\$ 333	\$ 1,259	\$ 926
Room Rentals	750	-	(63)	63	-	(63)
Interest - Tax Collector	100	-	(8)	8	-	(8)
Special Assmnts- Tax Collector	783,870	-	-	-	-	-
Special Assmnts- Discounts	(31,355)	-	-	-	-	-
Other Miscellaneous Revenues	1,250	-	(104)	104	-	(104)
Access Cards	175	-	(15)	15	-	(15)
Amenities Revenue	175	234	219	15	234	219
Recreation Membership	500	-	(42)	42	-	(42)
<b>TOTAL REVENUES</b>	<b>759,465</b>	<b>1,494</b>	<b>914</b>	<b>580</b>	<b>1,493</b>	<b>913</b>

**EXPENDITURES**

**Administration**

P/R-Board of Supervisors	12,000	1,000	-	1,000	1,000	-
FICA Taxes	918	77	-	77	77	-
ProfServ-Engineering	12,000	-	1,000	1,000	-	1,000
ProfServ-Legal Services	5,000	-	417	417	-	417
ProfServ-Mgmt Consulting	62,830	-	5,236	5,236	-	5,236
ProfServ-Property Appraiser	150	-	150	150	-	150
Professional Fees	8,400	-	700	700	-	700
Auditing Services	4,250	-	-	-	-	-
Postage and Freight	500	-	42	42	-	42
Insurance - General Liability	19,708	4,927	-	4,927	4,927	-
Printing and Binding	1,000	-	83	83	-	83

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2022

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>	<b>OCT-22 BUDGET</b>	<b>OCT-22 ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>
Legal Advertising	300	-	25	25	-	25
Miscellaneous Services	1,200	72	28	100	72	28
Misc-Assessment Collection Cost	15,677	-	-	-	-	-
Misc-Taxes	2,500	-	-	-	-	-
Misc-Web Hosting	1,912	1,835	(1,676)	159	1,835	(1,676)
Office Supplies	150	-	13	13	-	13
Annual District Filing Fee	175	-	175	175	-	175
<b>Total Administration</b>	<b>148,670</b>	<b>7,911</b>	<b>6,193</b>	<b>14,104</b>	<b>7,911</b>	<b>6,193</b>
<b>Field</b>						
Payroll-General Staff	91,207	8,596	(995)	7,601	8,596	(995)
FICA Taxes	6,977	658	(77)	581	658	(77)
Retirement Benefits	5,635	-	470	470	-	470
Life and Health Insurance	28,379	3,042	(677)	2,365	3,042	(677)
Workers' Compensation	4,573	1,143	(762)	381	1,143	(762)
Contracts-Roving Patrol	12,000	800	200	1,000	800	200
Contracts-Janitorial Services	8,100	765	(90)	675	765	(90)
Contracts-Security Services	496	41	-	41	41	-
Contracts-Landscape	52,164	4,347	-	4,347	4,347	-
Travel	600	-	50	50	-	50
Communication - Telephone	850	70	1	71	70	1
Utility - Cable TV Billing	2,200	183	-	183	183	-
Electricity - General	16,000	1,400	(67)	1,333	1,400	(67)
Electricity - Streetlights	43,000	3,259	324	3,583	3,259	324
Utility - Water	10,000	1,176	(343)	833	1,176	(343)
Utility - Gas	11,000	534	383	917	534	383

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2022

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>	<b>OCT-22 BUDGET</b>	<b>OCT-22 ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>
Utility - Refuse Removal	500	43	(1)	42	43	(1)
R&M-Air Conditioning	500	-	42	42	-	42
R&M-Buildings	3,300	-	275	275	-	275
R&M-Equipment	25,000	5,500	(3,417)	2,083	5,500	(3,417)
R&M-Other Landscape	15,000	-	1,250	1,250	-	1,250
R&M-Irrigation	7,500	1,889	(1,264)	625	1,889	(1,264)
R&M-Lake	18,576	1,548	-	1,548	1,548	-
R&M-Pest Control	2,500	120	88	208	120	88
R&M-Pools	23,000	1,572	345	1,917	1,572	345
R&M-Wetland Monitoring	5,000	-	417	417	-	417
R&M-Fitness Equipment	5,000	175	242	417	175	242
R&M-Pressure Washing	5,000	400	17	417	400	17
Road/Sidewalk Maintenance	5,000	-	417	417	-	417
Miscellaneous Services	7,000	-	583	583	-	583
Misc-News Letters	1,500	-	125	125	-	125
Misc-Contingency	5,300	-	442	442	-	442
Office Supplies	5,000	9	408	417	9	408
Cleaning Supplies	4,500	299	76	375	299	76
Op Supplies - Uniforms	600	-	50	50	-	50
Subscriptions and Memberships	3,500	-	292	292	-	292
Capital Outlay	90,000	803	6,697	7,500	803	6,697
Reserve	84,338	-	7,028	7,028	-	7,028
<b>Total Field</b>	<b>610,795</b>	<b>38,372</b>	<b>12,529</b>	<b>50,901</b>	<b>38,372</b>	<b>12,529</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	OCT-22 BUDGET	OCT-22 ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>TOTAL EXPENDITURES</b>	<b>759,465</b>	<b>46,283</b>	<b>18,722</b>	<b>65,005</b>	<b>46,283</b>	<b>18,722</b>
Excess (deficiency) of revenues Over (under) expenditures	-	(44,789)	19,636	(64,425)	(44,790)	19,635
Net change in fund balance	\$ -	\$ (44,789)	\$ 19,636	\$ (64,425)	\$ (44,790)	\$ 19,635
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>1,605,900</b>	<b>1,605,900</b>				
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,605,900</b>	<b>\$ 1,561,111</b>				

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	OCT-22 BUDGET	OCT-22 ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>						
Interest - Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Assmnts- Tax Collector	4,116	-	-	-	-	-
Special Assmnts- Discounts	(165)	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>3,951</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b><u>EXPENDITURES</u></b>						
<b><u>Administration</u></b>						
Misc-Assessment Collection Cost	82	-	-	-	-	-
<b>Total Administration</b>	<b>82</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>82</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Excess (deficiency) of revenues Over (under) expenditures	3,869	-	-	-	-	-
<b><u>OTHER FINANCING SOURCES (USES)</u></b>						
Contribution to (Use of) Fund Balance	3,869	-	-	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>3,869</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ 3,869	\$ -	\$ -	\$ -	\$ -	\$ -
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>19,472</b>	<b>19,472</b>				
<b>FUND BALANCE, ENDING</b>	<b>\$ 23,341</b>	<b>\$ 19,472</b>				



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending October 31, 2022

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>OCT-22 BUDGET</u>	<u>OCT-22 ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<b><u>REVENUES</u></b>						
Interest - Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Assmnts- Tax Collector	1,932	-	-	-	-	-
Special Assmnts- Discounts	(77)	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>1,855</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b><u>EXPENDITURES</u></b>						
<b><u>Administration</u></b>						
Misc-Assessment Collection Cost	39	-	-	-	-	-
<b>Total Administration</b>	<b>39</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>39</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Excess (deficiency) of revenues Over (under) expenditures	1,816	-	-	-	-	-
<b><u>OTHER FINANCING SOURCES (USES)</u></b>						
Contribution to (Use of) Fund Balance	1,816	-	-	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>1,816</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ 1,816	\$ -	\$ -	\$ -	\$ -	\$ -
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>9,997</b>	<b>9,997</b>				
<b>FUND BALANCE, ENDING</b>	<b>\$ 11,813</b>	<b>\$ 9,997</b>				

**Notes to the Financial Statements**

**October 31, 2022**

**Governmental Funds**

▶ **Assets**

- **Investments** - General Fund monies (See Cash & Investment Report for further details.) There is one checking, MM and 3 CD's with Bank United.
- **Due From Other Funds** - Monies owed for assessment collections.
- **Deposits** - Progress Energy & Pasco County Utility deposits.

▶ **Liabilities**

- **Accounts Payable** - Invoices for current month but not paid in current month.
- **Deposits** - Utility & Pool key deposits.

**Fund Balance**

- **Reserves** - Operating - for 1st Quarter operations of CDD for repairs & maintenance.
- **Reserves** - Clubhouse / Cabana - 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**

**October 31, 2022**

**Financial Overview / Highlights**

**Revenues**

- ▶ Total General Fund revenues are .20% of the Annual Adopted budget and Assessments are at 0% collected.
- ▶ Total General Fund expenditures are at approximately 6.09% of the Annual Adopted budget below the rated 8%.

**Variance Analysis**

<u>Account Name</u>	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>	<u>Explanation</u>
<b>Expenditures</b>				
<b><u>Administrative</u></b>				
Misc-Web Hosting	\$ 1,912	\$ 1,835	96%	ADA compliance payment \$1,553 & email updates.
<b><u>Field</u></b>				
Payroll-General Staff	\$ 91,207	\$ 8,596	9%	Staff payroll through October.
FICA Taxes	\$ 6,977	\$ 658	9%	Payroll taxes through October.
Life and Health Insurance	\$ 28,379	\$ 3,042	11%	Health & Dental insurance through October.
Workers' Compensation	\$ 4,573	\$ 1,143	25%	Workers' Compensation through October.
<b><u>Field Continued</u></b>				
Contracts - Janitorial Services	\$ 8,100	\$ 765	9%	9 cleanings @ \$85 per cleaning.
Utility - Cable TV Billing	\$ 2,200	\$ 183	8%	Charter Communication payment for services.
Electricity - General	\$ 16,000	\$ 1,400	9%	Pasco County Utilities payment for services.
Utility - Gas	\$ 11,000	\$ 534	5%	Bahr's Propane Gas payment for services.
Utility - Refuse Removal	\$ 500	\$ 43	9%	Waste Management refuse removal payment for services.

**Notes to the Financial Statements**

**October 31, 2022**

<b>Account Name</b>	<b>Annual Budget</b>	<b>YTD Actual</b>	<b>% of Budget</b>	<b>Explanation</b>
<b>Variance Analysis - continued</b>				
R&M Irrigation	\$ 7,500	\$ 1,889	25%	Rainmaker Irrigation - repairs for outdoor timer and solenoids.
R&M Pest Control	\$ 2,500	\$ 120	5%	On The Fly Pest Control - October maintenance.
R&M Pools	\$ 23,000	\$ 1,572	7%	Aqua Triangle - pool repairs and monthly maintenance.
Office Supplies	\$ 5,000	\$ 9	0%	Home Depot - general office supplies.
Capital Outlay	\$ 90,000	\$ 803	1%	Home Depot - holiday decorations.

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

Supporting Schedules

*October 31, 2022*

# Lake Bernadette

Community Development District

**Non-Ad Valorem Special Assessments  
(Pasco County Tax Collector - Monthly Collection Distributions)  
For the Fiscal Year Ending September 30, 2023**

					ALLOCATION		
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund Assessments	Eagle Fund Assessments	Janine Drive Fund Assessments
<b>Assessments Levied FY 2023</b>				\$789,918	\$ 783,870	\$ 4,116	\$ 1,932
<b>Allocation %</b>				100.00%	99.24%	0.52%	0.24%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>% COLLECTED</b>				0%	0%	0%	0%
<b>TOTAL OUTSTANDING</b>				<b>\$ 789,918</b>	<b>\$ 783,870</b>	<b>\$ 4,116</b>	<b>\$ 1,932</b>

**Cash and Investment Report**  
*October 31, 2022*

<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%	\$ 148,159
			<b>Subtotal Checking</b>	<b>\$ 148,159</b>
Certificates of Deposit - 3 Months	Bank United	Jan '23	0.25%	300,000
Certificates of Deposit - 6 Months	Bank United	Apr '23	0.40%	300,000
Certificates of Deposit - 12 Months	Bank United	Apr '23	0.65%	300,000
			<b>Subtotal CD's</b>	<b>900,000</b>
Money Market Account	BankUnited	N/A	0.15%	\$ 558,594
			<b>Grand Total</b>	<b><u><u>\$ 1,606,752</u></u></b>

**LAKE BERNADETTE**

Community Development District

**Payment Register by Fund  
For the Period from 10/01/22 to 10/31/22  
(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 # 3691</b>								
001	10/03/22	INFRAMARK, LLC	83079	SEPT 2022 MGMT FEES	Postage and Freight	541006-51301	\$25.08	
001	10/03/22	INFRAMARK, LLC	83079	SEPT 2022 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,083.33	
							<b>Check Total</b>	<b>\$5,108.41</b>
<b>CHECK # 3692</b>								
001	10/03/22	REESE ELECTRICAL INC	13901	REPLACE OUTLETS	monument gfi outlets replaced	546022-53901	\$295.00	
							<b>Check Total</b>	<b>\$295.00</b>
<b>CHECK # 3693</b>								
001	10/12/22	AQUA TRIANGLE 1 CORP	1125556	POOL MAINT	R&M-Pools	546074-53901	\$110.95	
001	10/12/22	AQUA TRIANGLE 1 CORP	1155	WEEKLY POOL CLEANING	R&M-Pools	546074-53901	\$1,010.00	
							<b>Check Total</b>	<b>\$1,120.95</b>
<b>CHECK # 3694</b>								
001	10/12/22	BAHR'S PROPANE GAS	222910	PROPANE DELIVERY	Utility - Gas	543019-53901	\$314.50	
							<b>Check Total</b>	<b>\$314.50</b>
<b>CHECK # 3695</b>								
001	10/12/22	BIG JOHNS JANITORIAL SUPPLIES	171989	CLEANING SUPPLIES	Cleaning Supplies	551003-53901	\$133.40	
							<b>Check Total</b>	<b>\$133.40</b>
<b>CHECK # 3696</b>								
001	10/12/22	COMPLETE I.T.	9475	BRIVO TIER 1/2 / GOOGLCE FOR EMAIL	Misc-Web Hosting	549915-51301	\$282.65	
							<b>Check Total</b>	<b>\$282.65</b>
<b>CHECK # 3697</b>								
001	10/12/22	INNERSYNC STUDIO LTD.	20772	WEBSITE/ADA COMPLIANCE	Misc-Web Hosting	549915-51301	\$1,552.50	
							<b>Check Total</b>	<b>\$1,552.50</b>
<b>CHECK # 3698</b>								
001	10/12/22	RAINMAKER IRRIGATION	42809	SEP 2022 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$4,347.00	
001	10/12/22	RAINMAKER IRRIGATION	42849	IRR REPAIRS 8/31/22	R&M-Irrigation	546041-53901	\$759.86	
							<b>Check Total</b>	<b>\$5,106.86</b>
<b>CHECK # 3699</b>								
001	10/12/22	SOLITUDE LAKE MANAGMENT	PSI-12970	SEPT LAKE MAINT	R&M-Lake	546042-53901	\$1,548.00	
							<b>Check Total</b>	<b>\$1,548.00</b>
<b>CHECK # 3700</b>								
001	10/12/22	TIMES PUBLISHING CO	0000247564	NOTICE OF MEETING 9/28/22	Legal Advertising	548002-51301	\$105.20	
							<b>Check Total</b>	<b>\$105.20</b>
<b>CHECK # 3701</b>								
001	10/14/22	AQUA TRIANGLE 1 CORP	113346	POOL REPAIRS	R&M-Pools	546074-53901	\$240.00	
001	10/14/22	AQUA TRIANGLE 1 CORP	1125978	POOL COVER	R&M-Pools	546074-53901	\$110.95	
							<b>Check Total</b>	<b>\$350.95</b>
<b>CHECK # 3702</b>								
001	10/14/22	BIG JOHNS JANITORIAL SUPPLIES	172764	JANITORIAL SUPPLIES	Cleaning Supplies	551003-53901	\$237.73	
							<b>Check Total</b>	<b>\$237.73</b>



**LAKE BERNADETTE**

Community Development District

**Payment Register by Fund  
For the Period from 10/01/22 to 10/31/22  
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK # 3703</b>							
001	10/14/22	DLTD SOLUTIONS INC.	0003935	SEC SVCS SEPT 2022	Contracts-Roving Patrol	534099-53901	\$160.00
						<b>Check Total</b>	<u>\$160.00</u>
<b>CHECK # 3704</b>							
001	10/14/22	ERIC ROSINSKI	101122	PRESSURE WASHING	R&M-Pressure Washing	546171-53901	\$400.00
						<b>Check Total</b>	<u>\$400.00</u>
<b>CHECK # 3705</b>							
001	10/14/22	FL MUNICIPAL INSURANCE TRUST	100622-FMIT	MEDICAL / HEALTH OCT 2022	Life and Health Insurance	523001-53901	\$677.30
						<b>Check Total</b>	<u>\$677.30</u>
<b>CHECK # 3706</b>							
001	10/14/22	JEFFREY MASON	0003936	SEC/TRAFFIC PATROL SEPT 2022	Contracts-Roving Patrol	534099-53901	\$800.00
						<b>Check Total</b>	<u>\$800.00</u>
<b>CHECK # 3707</b>							
001	10/14/22	RAINMAKER IRRIGATION	42893	OCT 2022 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$4,347.00
						<b>Check Total</b>	<u>\$4,347.00</u>
<b>CHECK # 3708</b>							
001	10/14/22	SOLITUDE LAKE MANAGMENT	PSI-19228	OCTOBER LAKE MAINTENANCE	R&M-Lake	546042-53901	\$1,548.00
						<b>Check Total</b>	<u>\$1,548.00</u>
<b>CHECK # 3709</b>							
001	10/18/22	COASTAL FITNESS SERVICE	T-32882	SERVICE FITNESS EQUIPMENT	R&M-Fitness Center	546137-53901	\$175.00
						<b>Check Total</b>	<u>\$175.00</u>
<b>CHECK # 3710</b>							
001	10/18/22	SARAH NESSELT	101322	OCTOBER 2022 JANITORIAL SVCS	Contracts-Janitorial Services	534026-53901	\$765.00
						<b>Check Total</b>	<u>\$765.00</u>
<b>CHECK # 3712</b>							
001	10/24/22	DAN NESSELT	101822-CELL	BILL PRD 8/20-9/19/22	Communication - Telephone	541003-53901	\$70.00
						<b>Check Total</b>	<u>\$70.00</u>
<b>CHECK # 3713</b>							
001	10/24/22	REESE ELECTRICAL INC	13947	MONUMENT LIGHTING	monument gfi outlets replaced	546022-53901	\$4,955.00
						<b>Check Total</b>	<u>\$4,955.00</u>
<b>CHECK # DD02705</b>							
001	10/03/22	ADT SECURITY SVCS - ACH	944128078	SEC SVCS OCT 2022	SEC SVCS THRU MAR 2022	534037-53901	\$41.30
						<b>Check Total</b>	<u>\$41.30</u>
<b>CHECK # DD02718</b>							
001	10/25/22	CARDMEMBER SERVICES - ACH	091422-2780 ACH		WASTE STATION CLEANING SUPPLIES	549900-53901	\$436.55
001	10/25/22	CARDMEMBER SERVICES - ACH	091422-2780 ACH		SHOWER VALVE	546022-53901	\$29.68
001	10/25/22	CARDMEMBER SERVICES - ACH	091422-2780 ACH		CPR CLASSES	549001-51301	\$1,105.00
001	10/25/22	CARDMEMBER SERVICES - ACH	091422-2780 ACH		SIGNAGE FOR POOL	546074-53901	\$38.00
001	10/25/22	CARDMEMBER SERVICES - ACH	091422-2780 ACH		COORDLESS VAC	551003-53901	\$423.98
001	10/25/22	CARDMEMBER SERVICES - ACH	091422-2780 ACH		CLEANING SUPPLIES	551002-53901	\$72.64
						<b>Check Total</b>	<u>\$2,105.85</u>

**LAKE BERNADETTE**

Community Development District

**Payment Register by Fund  
For the Period from 10/01/22 to 10/31/22  
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK # DD02719</b>							
001	10/25/22	CHARTER COMMUNICATIONS	048081301093022 ACH	BILL PRD 9/28/22 - 10/27/22	Utility - Cable TV Billing	543003-53901	\$184.09
						<b>Check Total</b>	<b>\$184.09</b>
<b>CHECK # DD02720</b>							
001	10/25/22	DUKE ENERGY	092722 ACH	BILL PRD 8/26-9/26/22	Electricity - Streetlighting	543013-53901	\$3,263.64
						<b>Check Total</b>	<b>\$3,263.64</b>
<b>CHECK # DD02721</b>							
001	10/25/22	PASCO COUNTY UTILITIES SERVICE	092022 ACH	BILL PRD 8/5-9/6/22	Utility - Water	543018-53901	\$1,319.69
						<b>Check Total</b>	<b>\$1,319.69</b>
<b>CHECK # DD02722</b>							
001	10/25/22	WASTE MANAGEMENT OF FLORIDA - ACH	0787113-1568-5 ACH	REFUSE REMOVAL OCT 2022	Utility - Refuse Removal	543020-53901	\$42.50
						<b>Check Total</b>	<b>\$42.50</b>
<b>CHECK # DD02729</b>							
001	10/24/22	DUKE ENERGY	10032022 ACH	BILL PRD 8/31-9/29/22	Electricity - General	543006-53901	\$1,517.82
						<b>Check Total</b>	<b>\$1,517.82</b>
<b>CHECK # DD02707</b>							
001	10/13/22	WILLIAM F. KIELY III	PAYROLL	October 13, 2022 Payroll Posting			\$602.44
						<b>Check Total</b>	<b>\$602.44</b>
<b>CHECK # DD02708</b>							
001	10/13/22	RAYMOND W. GLOVER, JR	PAYROLL	October 13, 2022 Payroll Posting			\$240.11
						<b>Check Total</b>	<b>\$240.11</b>
<b>CHECK # DD02709</b>							
001	10/13/22	THOMAS O. MINE	PAYROLL	October 13, 2022 Payroll Posting			\$288.14
						<b>Check Total</b>	<b>\$288.14</b>
<b>CHECK # DD02710</b>							
001	10/13/22	MARTINA YATES	PAYROLL	October 13, 2022 Payroll Posting			\$348.16
						<b>Check Total</b>	<b>\$348.16</b>
<b>CHECK # DD02711</b>							
001	10/13/22	JOHN S. YATES	PAYROLL	October 13, 2022 Payroll Posting			\$312.14
						<b>Check Total</b>	<b>\$312.14</b>
<b>CHECK # DD02712</b>							
001	10/13/22	DANIEL A. NESSELT	PAYROLL	October 13, 2022 Payroll Posting			\$1,955.94
						<b>Check Total</b>	<b>\$1,955.94</b>
<b>CHECK # DD02713</b>							
001	10/12/22	MICHAEL C. BERMAN	PAYROLL	October 12, 2022 Payroll Posting			\$184.70
						<b>Check Total</b>	<b>\$184.70</b>
<b>CHECK # DD02714</b>							
001	10/12/22	ROBERT R. VAN LIEW	PAYROLL	October 12, 2022 Payroll Posting			\$184.70
						<b>Check Total</b>	<b>\$184.70</b>

**LAKE BERNADETTE**

Community Development District

**Payment Register by Fund  
For the Period from 10/01/22 to 10/31/22  
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK # DD02715</b>							
001	10/12/22	JAMES G. CALLAGHAN	PAYROLL	October 12, 2022 Payroll Posting			\$184.70
						<b>Check Total</b>	<b>\$184.70</b>
<b>CHECK # DD02716</b>							
001	10/12/22	BONNIE K. HAZELETT	PAYROLL	October 12, 2022 Payroll Posting			\$184.70
						<b>Check Total</b>	<b>\$184.70</b>
<b>CHECK # DD02717</b>							
001	10/12/22	SHARON K. CALLIE	PAYROLL	October 12, 2022 Payroll Posting			\$184.70
						<b>Check Total</b>	<b>\$184.70</b>
<b>CHECK # DD02723</b>							
001	10/27/22	WILLIAM F. KIELY III	PAYROLL	October 27, 2022 Payroll Posting			\$310.30
						<b>Check Total</b>	<b>\$310.30</b>
<b>CHECK # DD02724</b>							
001	10/27/22	RAYMOND W. GLOVER, JR	PAYROLL	October 27, 2022 Payroll Posting			\$60.03
						<b>Check Total</b>	<b>\$60.03</b>
<b>CHECK # DD02725</b>							
001	10/27/22	THOMAS O. MINE	PAYROLL	October 27, 2022 Payroll Posting			\$276.12
						<b>Check Total</b>	<b>\$276.12</b>
<b>CHECK # DD02726</b>							
001	10/27/22	MARTINA YATES	PAYROLL	October 27, 2022 Payroll Posting			\$420.19
						<b>Check Total</b>	<b>\$420.19</b>
<b>CHECK # DD02727</b>							
001	10/27/22	JOHN S. YATES	PAYROLL	October 27, 2022 Payroll Posting			\$288.14
						<b>Check Total</b>	<b>\$288.14</b>
<b>CHECK # DD02728</b>							
001	10/27/22	DANIEL A. NESSELT	PAYROLL	October 27, 2022 Payroll Posting			\$1,955.94
						<b>Check Total</b>	<b>\$1,955.94</b>
<b>CHECK # 3711</b>							
001	10/28/22	DENISE M. LANSER	PAYROLL	October 28, 2022 Payroll Posting			\$321.37
						<b>Check Total</b>	<b>\$321.37</b>
						<b>Fund Total</b>	<b>\$46,830.86</b>
						<b>Total Checks Paid</b>	<b>\$46,830.86</b>

**LAKE BERNADETTE  
COMMUNITY DEVELOPMENT DISTRICT**

**Motion: Assigning Fund Balance as of 09/30/22**

The Board hereby assigns the FY 2022 Reserves as follows:

	<u>FY2022</u>
Operating Reserves	\$144,537
Reserves – Clubhouse/Cabana	\$35,576
Reserves – Court Amenities	\$15,717
Reserves – Lake Embark/Drainage	\$92,517
Reserves – Roadways	\$44,693
Reserves – Swimming Pools	\$95,347
Total Assigned Reserves	<u>\$428,387</u>

# SOLITUDE

LAKE MANAGEMENT



## Lake Bernadette CDD Waterway Inspection Report

---

**Reason for Inspection:** Monthly required

**Inspection Date:** 2022-11-04

**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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Pg

**SITE ASSESSMENTS**

PONDS 13, 16, 17 \_\_\_\_\_ 3

PONDS 18, 20, 21 \_\_\_\_\_ 4

PONDS 22, 30, 30A \_\_\_\_\_ 5

PONDS 32, 33, 34 \_\_\_\_\_ 6

PONDS 35, 45A, 45B \_\_\_\_\_ 7

PONDS 46A, 46B, 47 \_\_\_\_\_ 8

PONDS A, WA9, WA43 \_\_\_\_\_ 9

PONDS \_\_\_\_\_

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**MANAGEMENT/COMMENTS SUMMARY** \_\_\_\_\_ 10 - 11

**SITE MAP** \_\_\_\_\_ 12

Site: 13

**Comments:**

Normal growth observed  
The site has seasonal regrowth and will require treatment soon.

**Action Required:**

Routine maintenance next visit

**Target:**

Shoreline weeds



November, 2022



October, 2022

Site: 16

**Comments:**

Site looks good  
The site remains in good condition with good water clarity.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



November, 2022



October, 2022

Site: 17

**Comments:**

Site looks good  
This site also remains in good condition with minimal nuisance weeds and good water clarity.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



November, 2022



October, 2022

**Site: 18**

**Comments:**

Normal growth observed  
 The site contains a seasonal, green filamentous algae bloom but lacks any nuisance shoreline growth.

**Action Required:**

Routine maintenance next visit

**Target:**

Surface algae



November, 2022



October, 2022

**Site: 20**

**Comments:**

Site looks good  
 The site has a much reduced amount of shoreline weeds when compared to the previous month.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



November, 2022



October, 2022

**Site: 21**

**Comments:**

Normal growth observed  
 The site contains minimal new shoreline weed growth that should be very easy to control.

**Action Required:**

Routine maintenance next visit

**Target:**

Shoreline weeds



November, 2022



October, 2022



Site: 22

**Comments:**

Normal growth observed  
The duckweed is greatly reduced but some new growth has floated over from the rest of the untreated portion of the site.

**Action Required:**

Routine maintenance next visit

**Target:**

Duckweed



November, 2022



October, 2022

Site: 30

**Comments:**

Normal growth observed  
A Good portion of the torpedograss was treated but will require some more work to get everything under control.

**Action Required:**

Routine maintenance next visit

**Target:**

Torpedograss



November, 2022



October, 2022

Site: 30A

**Comments:**

Site Looks Good  
The site continues to be in good condition with minimal issues.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



November, 2022



October, 2022

Site: 32

Comments:

Site looks good

The site has no new issues to note this month..

Action Required:

Routine maintenance next visit

Target:

Species non-specific



November, 2022



October, 2022

Site: 33

Comments:

Site looks good

A loyt of the floating weeds were successfully treated and the site appears in much better condition than the previous month.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



November, 2022



October, 2022

Site: 34

Comments:

Site looks good

The site remains in good condition with minimal issues affecting the water column.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



November, 2022



October, 2022

Site: 35

**Comments:**

Site looks good

The amount of submersed vegetation is greatly reduced since October. We will keep an eye on it for any regrowth.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



November, 2022



October, 2022

Site: 45A

**Comments:**

Site looks good

The water has some decay in it but remains in good condition with minimal new growth occurring.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



November, 2022



October, 2022

Site: 45B

**Comments:**

Site looks good

This site also remains in good condition with minimal new nuisance species growth and a good diversity of native, beneficial species.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



November, 2022



October, 2022

Site: 46A

Comments:

Site looks good

The water level is receding but the site is still in good condition with minimal nuisance growth observed.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



November, 2022



October, 2022

Site: 46B

Comments:

Normal growth observed

The site currently has some planktonic algae within the water column.

Action Required:

Routine maintenance next visit

Target:

Planktonic algae



November, 2022



October, 2022

Site: 47

Comments:

Site looks good

Action Required:

Routine maintenance next visit

Target:

Species non-specific



November, 2022



October, 2022

Site: A

Comments:

Site looks good

This site is in good condition with minimal nuisance species. The water is a bit brown.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



November, 2022



October, 2022

Site: WA9

Comments:

Normal growth observed

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



November, 2022



October, 2022

Site: WA43

Comments:

Site looks good

The site remains in good condition with an excellent array of native, beneficial vegetation and minimal nuisance species.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



November, 2022



October, 2022

**Site:**

**Comments:**

---

**Action Required:**

**Target:**

**Site:**

**Comments:**

---

**Action Required:**

**Target:**

### Management Summary

Algae was observed on two sites. Site 1 had some filamentous algae in the open water portion while site 46B has some planktonic algae in the water column giving it a green color. Both are fairly small so they should be pretty easy to get control on.

Some grass growth was observed on sites 13, 30 and WA9 13 and WA 9 will both need an airboat for proper treatment and site 30 will just need a follow up from it's previous treatment.

The technicians next visit to the property is scheduled for November 15th..

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	Surface algae	Routine maintenance next visit
19	Site looks good	Species non-specific	Routine maintenance next visit
20	Normal growth observed	Shoreline weeds	Routine maintenance next visit
22	Normal growth observed	Duckweed	Routine maintenance next visit
30	Normal growth observed	Torpedograss	Routine maintenance next visit
30A		Species non-specific	Routine maintenance next visit
32	Site looks good	Species non-specific	Routine maintenance next visit
33	Site looks good	Species non-specific	Routine maintenance next visit
34	Site looks good	Species non-specific	Routine maintenance next visit
35	Site looks good	Species non-specific	Routine maintenance next visit
45A	Site looks good	Species non-specific	Routine maintenance next visit
45B	Site looks good	Species non-specific	Routine maintenance next visit
46A	Site looks good	Species non-specific	Routine maintenance next visit
46B	Normal growth observed	Planktonic algae	Routine maintenance next visit
47	Site looks good	Species non-specific	Routine maintenance next visit
A	Site looks good	Species non-specific	Routine maintenance next visit
WA9	Normal growth observed	Shoreline weeds	Routine maintenance next visit
WA43	Site looks good	Species non-specific	Routine maintenance next visit

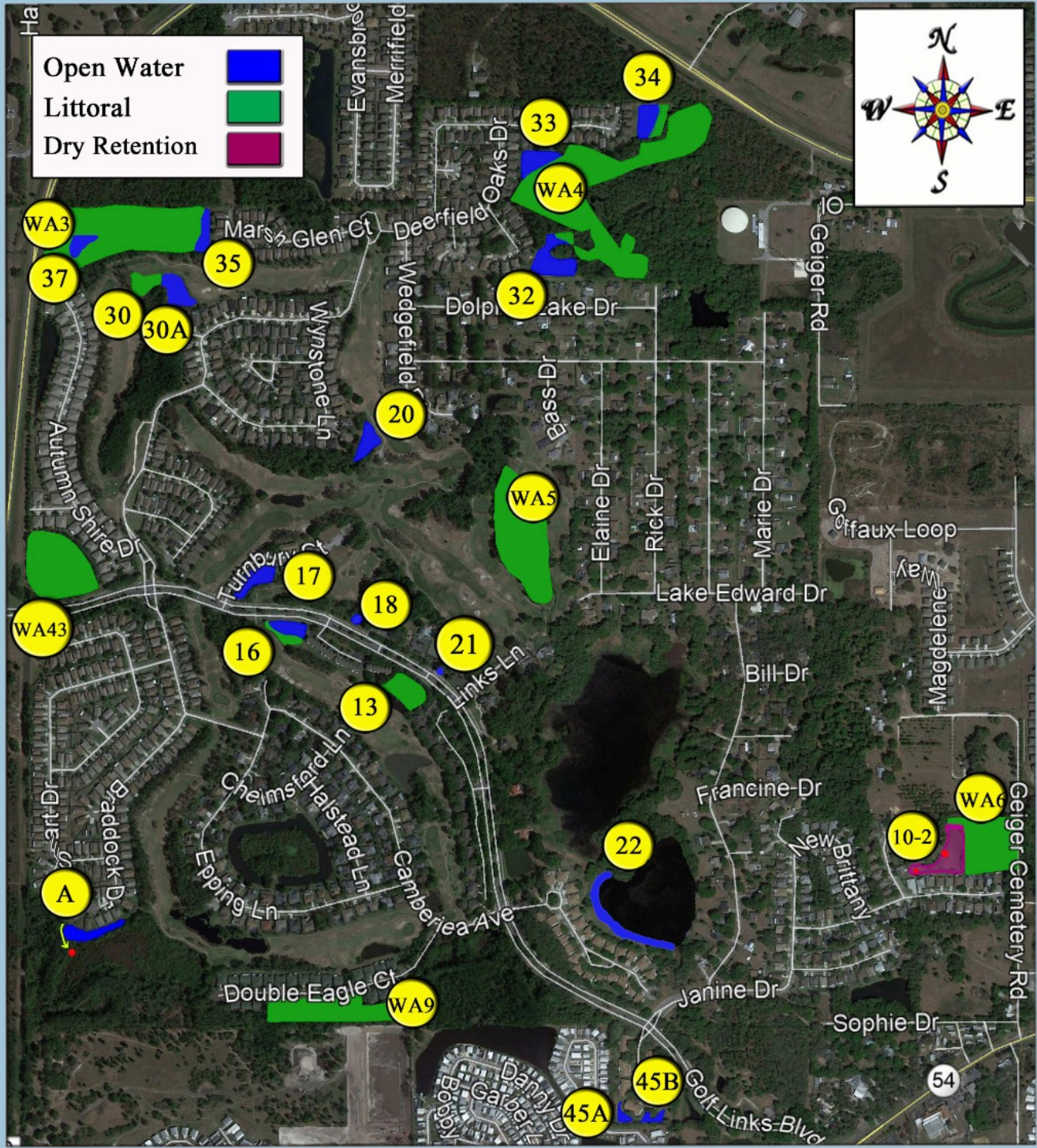


A Renokoi Company  
Restoring Balance. Enhancing Beauty.

# Lake Bernadette CDD

Zephyrhills, Florida

Call 888.480.LAKE







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## **LAKE BERNADETTE COMMUNITY DEVELOPMENT DISTRICT WATERWAY INSPECTION REPORT**

---

**WATERWAY INSPECTION:**

**INSPECTION DATE:** 11/28/2022

**PREPARED FOR:**  
LAKE BERNADETTE CDD

**PREPARED BY:**  
TAD ROMAN, SENIOR ENVIRONMENTAL CONSULTANT

[www.aquaticweedcontrol.net](http://www.aquaticweedcontrol.net)  
[troman@aquaticweedcontrol.net](mailto:troman@aquaticweedcontrol.net)

6536 Pinecastle Blvd. Suite A, Orlando, FL. 32809

Locations in: Orlando, Clearwater/Tampa, Fort Myers and Daytona Beach

1-(800)-543-6694



# Aquatic Weed Control, Inc.

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---

Waterway inspection Report / Page 3

## SITE ASSESSMENTS

### Pond 1

**Comments: Looked good.**



### Pond 2

**Comments: Giant bull rush & duck potato starting to establish.**





# Aquatic Weed Control, Inc.

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Waterway Inspection Report / Page 4

## SITE ASSESSMENTS

### Pond 3

Comments: Minimum torpedo grass & Hydrilla.



### Pond 4

Comments: Looked good.





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Waterway Inspection Report / Page 5

## SITE ASSESSMENTS

### Pond 5

Comments: Looked good.



### Pond 6

Comments: Looked good.





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---

Waterway Inspection Report / Page 6

## SITE ASSESSMENTS

### Pond 7

Comments: Looked good.



### Pond 8

Comments: NO PIC.



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Waterway Inspection Report / Page 7

## SITE ASSESSMENTS

### Pond 9

Comments: Looked good.



### Pond 10

Comments: Looked good.





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Waterway Inspection Report / Page 8

## SITE ASSESSMENTS

### Pond 11

Comments: Looked good.



### Pond 12

Comments: Looked good.







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---

Waterway Inspection Report / Page 9

## SITE ASSESSMENTS

### Pond 13

Comments: Looked good.



### Pond 14

Comments: Looked good.





# Aquatic Weed Control, Inc.

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---

Waterway Inspection Report / Page 10

## SITE ASSESSMENTS

### Pond 15

Comments: Looked good.



### Pond 16

Comments: Minor duckweed.





# Aquatic Weed Control, Inc.

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---

Waterway Inspection Report / Page 11

## SITE ASSESSMENTS

### Pond 17

Comments: Looked good.



### Pond 18

Comments: Looked good.





# Aquatic Weed Control, Inc.

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Waterway Inspection Report / Page 12

## SITE ASSESSMENTS

### Pond 19

Comments: Looked good.



### Pond 20

Comments: Looked good.





# Aquatic Weed Control, Inc.

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Waterway Inspection Report / Page 13

## SITE ASSESSMENTS

### Pond 21

Comments: Looked good.



### Pond 22

Comments: Looked good.





# Aquatic Weed Control, Inc.

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Waterway Inspection Report / Page 14

## SITE ASSESSMENTS

### Pond 23

Comments: Dried up.



### Pond 24

Comments: Looked good.





# Aquatic Weed Control, Inc.

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## RECOMMENDATIONS / ACTION ITEMS

- Implementing a proactive strategy of treating the banks throughout Spring & early Summer with pre-emergent when the water levels are low.
- Target invasive vegetation in around the control structures. The end result of this strategy will help to contribute to the proper flow and drainage from the ponds.
- Target the Torpedo grass & Hydrilla in ponds 3.

[www.aquaticweedcontrol.net](http://www.aquaticweedcontrol.net)

[troman@aquaticweedcontrol.net](mailto:troman@aquaticweedcontrol.net)

6536 Pinecastle Blvd. Suite A, Orlando, FL. 32809

Locations in: Orlando, Clearwater/Tampa, Fort Myers and Daytona Beach

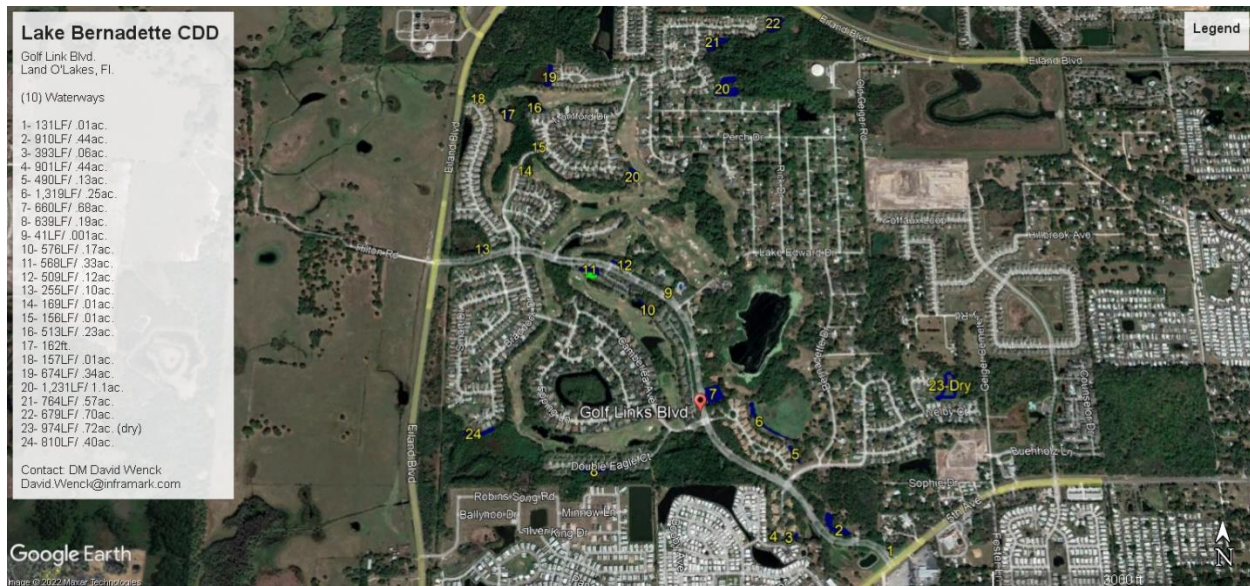
1-(800)-543-6694



# Aquatic Weed Control, Inc.

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## Waterway site map



[www.aquaticweedcontrol.net](http://www.aquaticweedcontrol.net)

[troman@aquaticweedcontrol.net](mailto:troman@aquaticweedcontrol.net)

6536 Pinecastle Blvd. Suite A, Orlando, FL. 32809

Locations in: Orlando, Clearwater/Tampa, Fort Myers and Daytona Beach

1-(800)-543-6694





# Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992



## Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

**THIS AGREEMENT** made the dates set forth below, by and between **Aquatic Weed Control, Inc.** hereinafter "**AWC**", and

**Lake Bernadette CDD**  
c/o Inframark  
2005 Pan Am Circle  
Tampa, Florida 33607  
David Wenck 813.991.1140 [David.wenck@inframark.com](mailto:David.wenck@inframark.com)

**01/01/2023 - 12/31/2023**

Hereinafter called "**CUSTOMER**". The parties hereto agree as follows:

**AWC** agrees to maintain the following waterway(s)/treatment area(s) in accordance with the terms and conditions of this agreement.

### **(24) Waterway(s) associated with Lake Bernadette CDD**

**CUSTOMER** agrees to pay **AWC** in the following amount and manner:

- Initial startup charge \$ N / A
- Shoreline grass and brush control \$ 1,505.00 (monthly)
- Submersed and floating vegetation control \$ Included
- Periodic water testing as required by **AWC** \$ Included
- Additional treatments as required by **AWC** \$ Included
- A monthly report of all waterways treated \$ Included

Total investment per treatment: **\$ 1,505.00**

Scheduled treatments will be provided approximately every 30 days. Invoices for this service will be mailed each month the treatment is scheduled. Invoices should be paid before the due date. Unpaid invoices will accrue interest at 1.5% per month.

**AWC** maintains 2 million dollars general liability, 1 million dollars commercial auto, professional liability, pollution liability, herbicide/pesticide operations, workers compensation and 3 million dollars excess umbrella. Certificates will be provided upon request.

### **ACCEPTANCE OF AGREEMENT**

*Tad Wenck*

Aquatic Weed Control, Inc.

Customer's Signature Title

Print Signature Date

Print Company Name

P.O. Box 593258 • Orlando, FL 32859 • 407-859-2020 • 800-593-8894 • [Aquaticweedcontrol.net](http://Aquaticweedcontrol.net)



# Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992



## Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

### Addendum to Water Management Agreement

1. AWC's Water Management Agreement will be conducted in a manner consistent with good water management practice utilizing the following methods and techniques when applicable: Periodic treatments to maintain reasonable control of excessive growth of aquatic vegetation. CUSTOMER understands that some vegetation is required in any body of water to maintain a balanced aquatic ecological system.
2. It is CUSTOMER'S responsibility to notify AWC of all work areas that are required mitigation areas in which desirable plants have been installed. AWC assumes no responsibility for damaged plants where CUSTOMER has failed to notify AWC.
3. Price quoted is null and void if signed agreement is not returned to AWC within 30 days of proposal date.
4. Water use restrictions after treatment are not often required. When restrictions are required, AWC will notify CUSTOMER in writing of all restrictions that apply. AWC will not be held liable for damages resulting from CUSTOMER'S failure to follow water use restrictions.
5. AWC will not be responsible for the manual removal of dead vegetation such as cattails and grass which may take several seasons to decompose.
6. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in the performance of any obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or other cause beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
7. \* Upon the anniversary date, this agreement will be automatically extended for additional twelve (12) month periods unless CUSTOMER provides written notice stating otherwise.
8. Either party may cancel this agreement with 30 days prior written notice. Upon cancellation, all outstanding balances will be due in full. CUSTOMER agrees to notify AWC in writing prior to any changes in ownership or property management. Changes in ownership or property management will not constitute termination of this agreement.
9. AWC agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of AWC; however, AWC shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause beyond our control.
10. CUSTOMER agrees to pay AWC in a timely manner, consistent with the terms and conditions of this agreement. Should CUSTOMER fail to make timely payments, AWC may, at its option, charge interest, impose a collection charge and/or file a mechanics lien for all monies past due plus interest, collection costs and reasonable attorney's fees.
11. CUSTOMER agrees to pay any government- imposed tax including sales tax.

### ACCEPTANCE OF ADDENDUM

*Ted Rouse*

Aquatic Weed Control, Inc

Customer's Signature

Date

P.O. Box 593258 • Orlando, FL 32859 • 407-859-2020 • 800-593-6694 • [Aquaticweedcontrol.net](http://Aquaticweedcontrol.net)



# Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992

---

## *Lake Bernadette CDD & Management*

THANK YOU FOR YOUR TIME AND YOUR  
CONSIDERATION!



## Aquatic Weed Control, Inc

**Tad Roman**

407-402-3309

Troman@aquaticweedcontrol.net

**Jason Marks**

**Operations manager**

813-220-9069

Jmarks@aquaticweedcontrol.net

For more information on AWC please visit:

[www.Aquaticweedcontrol.net](http://www.Aquaticweedcontrol.net)



### Aquatic Management Agreement

This Agreement, with an anticipated service start date of **January 1, 2023**, is made between **Blue Water Aquatics, Inc.** (hereinafter “Blue Water Aquatics”) located at 5119 State Road 54, New Port Richey, FL 34652, and **Lake Bernadette CDD** (hereinafter the “Customer”), c/o Inframark Management Services, 2654 Cypress Ridge Blvd. Suite 101, Wesley Chapel, FL 33544.

Both Blue Water Aquatics and the Customer agree to the following terms and conditions:

**General Conditions:** Blue Water Aquatics will provide aquatic management services on behalf of the Customer in accordance with the term and conditions of this agreement at the following location(s):

**(18) Waterways                      13,675 Linear Feet                      16.80 Surface Acres @ NWL**

**Contract Term:** The term of this Agreement shall be for twelve (12) consecutive months unless sooner terminated as provided herein.

**Contract Services:** Customer agrees to pay Blue Water Aquatics, Inc. the following amounts during the term of this Agreement for these specific waterway management services:

⇒ <b>Monthly Maintenance Program for Aquatic Weeds/Algae</b>	<b>\$1,685.00/month</b>
⇒ <b><i>Invasive Non-Native Plant Control</i></b>	<b>Included</b>
⇒ <b>Border Grass and Brush Control</b>	<b>Included</b>
⇒ <b>Algae and Submersed Aquatic Weed Control</b>	<b>Included</b>
⇒ <b>Pond Dye Program (Where Needed)</b>	<b>Included</b>
⇒ <b>Water Testing (See Addendum)</b>	<b>Included</b>
⇒ <b>Water Control Structure Inspection and Clearing</b>	<b>Included</b>
⇒ <b>Litter Control (Within 4 feet of Water’s Edge)</b>	<b>Included</b>
⇒ <b>Aquatics Consulting</b>	<b>Included</b>
⇒ <b>Monthly Management Reporting</b>	<b>Included</b>

**Total Yearly Contract Amount Pond / Mitigation Maintenance                      \$ 20,220.00/year**

**Pond Maintenance – Twenty-Four (24) Inspections per Year, with treatments performed as necessary. Follow-up treatments performed at no additional cost.**

Customer is aware that weather conditions such as, but not limited to, rain, cloud cover and wind may cause a delay in service. In which case, Blue Water Aquatics may not service property on a normally scheduled day. It is understood that depending on the length and severity of weather conditions, it may take Blue Water Aquatics varying amounts of time to fulfill all work covered under this Agreement. Blue Water Aquatics will exercise its best judgment for the services needed, based upon growth and existing conditions at that time.

**Third Party Fees:** Customer agrees to reimburse Blue Water Aquatics for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portals.



**Payment of Services:** Customer agrees to pay Blue Water Aquatics within thirty (30) days of invoice for work performed. *Accepted forms of payments are Cash, Check, Money Order, Zelle, ACH or Credit Card (credit card payments will incur a 3.5% credit card fee for every credit card transaction).* Any account over thirty (30) days past due is subject to suspension of future work under this Agreement. The Customer is responsible for all money owed on the account from the time it was established to the time Blue Water Aquatics receives a written notice of termination of services under the terms of this Agreement. If the account of Customer is not fully paid within sixty (60) days after the date of any invoice for work performed pursuant to this Agreement, Customer will be charged interest at the rate of one and one-half percent (1 ½%) per month until the account is fully paid.

In the event that Blue Water Aquatics shall institute any collection proceedings against Customer with respect to its delinquent account, then Customer agrees to pay to Blue Water Aquatics on demand, an amount which is equal to all costs, charges and expenses paid or incurred by Blue Water Aquatics in pursuing such collection, including, without limitation, all reasonable attorney's fees, court costs and other litigation expenses in connection therewith.

**Early Termination:** In the event that either party believes the other party has materially breached any obligations under this Agreement (except for failing to pay an invoice when due), such party shall so notify the breaching party in writing of such breach. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been affected. If the breach is not cured within the stated period, the non-breaching party shall have the right to terminate the Agreement without further notice.

**Insurance:** Blue Water Aquatics will maintain the following insurance coverage: Workers' Compensation, General Liability, Automotive Liability and Property and Casualty. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming the Customer as "Additional Insured" may be provided upon Customer request, with Customer agreeing to pay for any additional costs associated with such request.

**Automatic Renewal:** This agreement shall automatically renew for a term equal to its original term unless written notice of termination has been received. **Annual Increase:** Beginning on the first anniversary of the contract commencement date and annually thereafter on each anniversary, the contract price shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index for such year. The Consumer Price Index (all goods and services, all urban consumers, U.S. City Average) published by the United States Department of Labor Bureau of Labor Statistics ("CPI-U") shall be the index for adjustment.

**Written Notice:** All written notices under the terms of this Agreement shall be sent Certified U.S. Mail, Return Receipt Requested, to the principal place of business of the party being noticed (as indicated herein above).

**Addenda:** See attached map, survey, and report (where applicable).

- a. Water chemistry testing shall be conducted at the sole discretion of Blue Water Aquatics, Inc., for the specific purpose of improving the Aquatic Weed Control Program results.

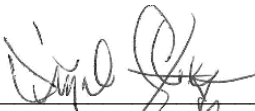
Lake Bernadette CDD WWM 01-01-2023

HEADQUARTERS: 5119 State Road 54 ■ New Port Richey, FL 34652  
Phone: 727-842-2100 ■ Email: [Office@BlueWaterAquaticsInc.com](mailto:Office@BlueWaterAquaticsInc.com)



- b. Work as requested by Customer such as trash clean-up, physical cutting and / or plant removal and other manual maintenance can be performed by our staff. Extra service work will be invoiced separately at our current hourly equipment and labor rates.

**Aquatics Consulting:** Blue Water Aquatics, Inc. management and personnel are available by appointment for Aquatic demonstrations designed to help understand lake and waterway problems and their respective solutions.

  
\_\_\_\_\_  
*Virgil Stoltz, VP/General Manager*  
*Blue Water Aquatics, Inc.*

\_\_\_\_\_  
*Customer*

11/25/2022  
\_\_\_\_\_  
*Date*

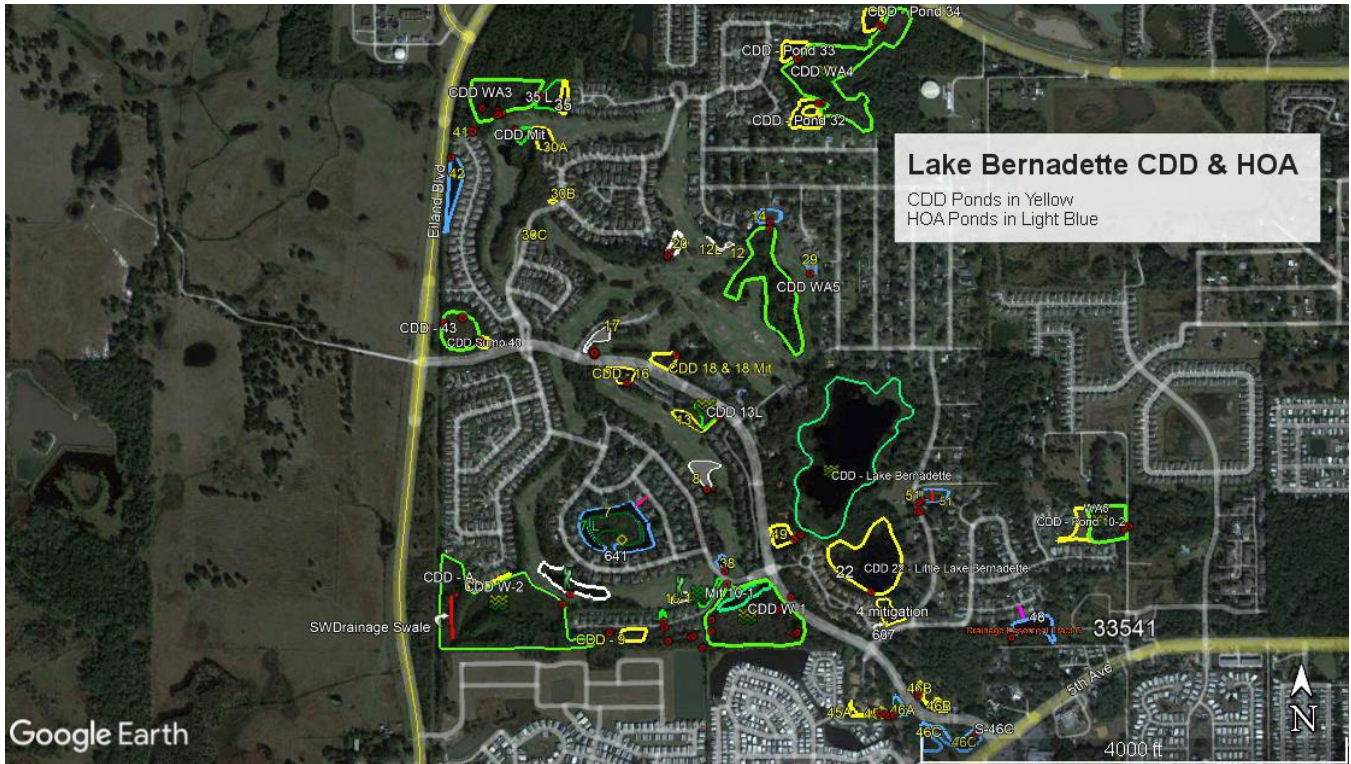
\_\_\_\_\_  
*Date*



**Survey Sheet  
LAKE BERNADETTE CDD  
GEP Surveyed**

<u>POND #</u>	<u>Linear Feet</u>	<u>Surface Acres @ NWL</u>	<u>Sump</u>	<u>Littoral Shelf</u>
A	935	0.46	0.46	N/A
4	865	0.77	N/A	0.77
9	910	0.98	N/A	0.98
16	720	0.66	0.38	0.28
18	680	0.61	0.10	0.51
22	2,230	6.55	6.55	N/A
30A	615	0.81	N/A	N/A
30B	135	0.10	0.10	N/A
30C	150	0.04	0.04	N/A
32	995	1.20	0.78	0.42
33	690	0.54	0.41	0.13
34	730	0.82	0.62	0.20
35	1,095	1.67	0.51	1.16
43	345	0.18	0.18	N/A
45A	435	0.12	0.12	N/A
45B	420	0.13	0.13	N/A
46B	1,020	0.48	0.45	0.03
49	705	0.68	0.62	0.06
<b>Totals:</b>	<b>13,675</b>	<b>16.80</b>	<b>11.45</b>	<b>4.54</b>

**Site Map**  
**LAKE BERNADETTE CDD**



Lake Bernadette CDD WWM 01-01-2023

HEADQUARTERS: 5119 State Road 54 ■ New Port Richey, FL 34652  
 Phone: 727-842-2100 ■ Email: [Office@BlueWaterAquaticsInc.com](mailto:Office@BlueWaterAquaticsInc.com)





## Aquatic Management Agreement

This Agreement, with an anticipated service start date of **January 1, 2023**, is made between **Blue Water Aquatics, Inc.** (hereinafter “Blue Water Aquatics”) located at 5119 State Road 54, New Port Richey, FL 34652, and **Lake Bernadette HOA** (hereinafter the “Customer”), c/o Greenacre Properties, Inc., 4131 Gunn Highway, Tampa, FL 33618.

Both Blue Water Aquatics and the Customer agree to the following terms and conditions:

**General Conditions:** Blue Water Aquatics will provide aquatic management services on behalf of the Customer in accordance with the term and conditions of this agreement at the following location(s):

**(10) Waterways                                  10,895 Linear Feet                                  9.62 Surface Acres @ NWL**

**Contract Term:** The term of this Agreement shall be for twelve (12) consecutive months unless sooner terminated as provided herein.

**Contract Services:** Customer agrees to pay Blue Water Aquatics, Inc. the following amounts during the term of this Agreement for these specific waterway management services:

⇒ Monthly Maintenance Program for Aquatic Weeds/Algae	<b>\$770.00/month</b>
⇒ Invasive Non-Native Plant Control	<b>Included</b>
⇒ Border Grass and Brush Control	<b>Included</b>
⇒ Algae and Submersed Aquatic Weed Control	<b>Included</b>
⇒ Pond Dye program ( <i>Where Needed</i> )	<b>Included</b>
⇒ Water Testing ( <i>See Addendum</i> )	<b>Included</b>
⇒ Aquatics Consulting	<b>Included</b>
⇒ Monthly Management Reporting	<b>Included</b>
<b>Total Yearly Contract Amount Pond / Mitigation Maintenance</b>	<b>\$9,240.00/year</b>

**Pond Maintenance - Twelve (12) Inspections per Year, with treatments performed as necessary. Follow-up treatments performed at no additional cost.**

Customer is aware that weather conditions such as, but not limited to, rain, cloud cover and wind may cause a delay in service. In which case, Blue Water Aquatics may not service property on a normally scheduled day. It is understood that depending on the length and severity of weather conditions, it may take Blue Water Aquatics varying amounts of time to fulfill all work covered under this Agreement. Blue Water Aquatics will exercise its best judgment for the services needed, based upon growth and existing conditions at that time.

**Third Party Fees:** Customer agrees to reimburse Blue Water Aquatics for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portals.



**Payment of Services:** Customer agrees to pay Blue Water Aquatics within thirty (30) days of invoice for work performed. *Accepted forms of payments are Cash, Check, Money Order, Zelle, ACH or Credit Card (credit card payments will incur a 3.5% credit card fee for every credit card transaction).* Any account over thirty (30) days past due is subject to suspension of future work under this Agreement. The Customer is responsible for all money owed on the account from the time it was established to the time Blue Water Aquatics receives a written notice of termination of services under the terms of this Agreement. If the account of Customer is not fully paid within sixty (60) days after the date of any invoice for work performed pursuant to this Agreement, Customer will be charged interest at the rate of one and one-half percent (1 ½%) per month until the account is fully paid.

In the event that Blue Water Aquatics shall institute any collection proceedings against Customer with respect to its delinquent account, then Customer agrees to pay to Blue Water Aquatics on demand, an amount which is equal to all costs, charges and expenses paid or incurred by Blue Water Aquatics in pursuing such collection, including, without limitation, all reasonable attorney's fees, court costs and other litigation expenses in connection therewith.

**Early Termination:** In the event that either party believes the other party has materially breached any obligations under this Agreement (except for failing to pay an invoice when due), such party shall so notify the breaching party in writing of such breach. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been affected. If the breach is not cured within the stated period, the non-breaching party shall have the right to terminate the Agreement without further notice.

**Insurance:** Blue Water Aquatics will maintain the following insurance coverage: Workers' Compensation, General Liability, Automotive Liability and Property and Casualty. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming the Customer as "Additional Insured" may be provided upon Customer request, with Customer agreeing to pay for any additional costs associated with such request.

**Automatic Renewal:** This agreement shall automatically renew for a term equal to its original term unless written notice of termination has been received. **Annual Increase:** Beginning on the first anniversary of the contract commencement date and annually thereafter on each anniversary, the contract price shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index for such year. The Consumer Price Index (all goods and services, all urban consumers, U.S. City Average) published by the United States Department of Labor Bureau of Labor Statistics ("CPI-U") shall be the index for adjustment.

**Written Notice:** All written notices under the terms of this Agreement shall be sent Certified U.S. Mail, Return Receipt Requested, to the principal place of business of the party being noticed (as indicated herein above).

Lake Bernadette HOA WWM - 01-01-2023

HEADQUARTERS: 5119 State Road 54 ■ New Port Richey, FL 34652  
Phone: 727-842-2100 ■ Email: [Office@BlueWaterAquaticsInc.com](mailto:Office@BlueWaterAquaticsInc.com)



**Addenda:** See attached map, survey, and report (where applicable).

- a. Water chemistry testing shall be conducted at the sole discretion of Blue Water Aquatics, Inc., for the specific purpose of improving the Aquatic Weed Control Program results.
- b. Work as requested by Customer such as trash clean-up, physical cutting and / or plant removal and other manual maintenance can be performed by our staff. Extra service work will be invoiced separately at our current hourly equipment and labor rates.

**Aquatics Consulting:** Blue Water Aquatics, Inc. management and personnel are available by appointment for Aquatic demonstrations designed to help understand lake and waterway problems and their respective solutions.

\_\_\_\_\_  
*Virgil Stoltz, VP/General Manager  
Blue Water Aquatics, Inc.*

\_\_\_\_\_

*Customer*

\_\_\_\_\_  
*11/25/2022*  
*Date*

\_\_\_\_\_

*Date*



**Survey Sheet**  
**LAKE BERNADETTE HOA**  
**Site & GEP Surveyed**

<u>POND #</u>	<u>Linear Feet</u>	<u>Surface Acres @ NWL</u>	<u>Sump Acres</u>	<u>Littoral Shelf Acres</u>
7	3,245	2.71	2.71	N/A
14	615	0.52	0.52	N/A
29	450	0.28	0.06	0.22
38	455	0.28	0.21	0.07
41	215	0.10	0.10	N/A
42	1,520	1.26	1.26	N/A
46A	555	0.33	0.20	0.13
46C	1,850	2.27	1.86	0.41
46C Swale	115	0.003	0.003	N/A
48	1,200	1.24	1.24	N/A
51	675	0.63	0.42	0.21
<b>Total</b>	<b>10,895</b>	<b>9.623</b>	<b>8.583</b>	<b>1.04</b>

## Site Map

### LAKE BERNADETTE HOA



Lake Bernadette HOA WWM - 01-01-2023

HEADQUARTERS: 5119 State Road 54 ■ New Port Richey, FL 34652  
 Phone: 727-842-2100 ■ Email: Office@BlueWaterAquaticsInc.com

## **SERVICES CONTRACT**

CUSTOMER NAME: Lake Bernadette CDD  
SUBMITTED TO: Mark Vega  
CONTRACT EFFECTIVE DATE: January 1, 2021, through December 31, 2023  
SUBMITTED BY: Jason Jaszczak  
SERVICES: Annual Maintenance

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The Annual Contract Price is **\$18,576.00**. SOLitude shall invoice Customer **\$1,548.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by

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both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. **NOTICE.** Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

13. **FUEL/TRANSPORTATION SURCHARGE.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or

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other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Lake bernadette

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

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

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

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## **SCHEDULE A - SERVICES**

### Aquatic Weed Control:

1. Lake(s) will be inspected on a **two (2) times per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

### Shoreline Weed Control:

1. Shoreline areas will be inspected on a **two (2) times per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

### Lake Algae Control:

1. Lake(s) will be inspected on a **two (2) times per month** basis.
2. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

### Lake Dye:

1. **Lake Dye** will be applied to the pond(s) on an **as needed** basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

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Trash Removal:

1. Trash and light debris will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

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General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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**SERVICES CONTRACT**

CUSTOMER NAME: Lake Bernadette HOA  
SUBMITTED TO: Dan Nessel  
CONTRACT EFFECTIVE DATE: January 1, 2023, through December 31, 2023  
SUBMITTED BY: Jason Jaszczak  
SERVICES: Annual Maintenance

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The Annual Contract Price is **\$8,130.00**. SOLitude shall invoice Customer **\$677.50 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

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3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.
4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

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10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

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14. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of

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the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. **NONPERFORMANCE.** In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. **E-Verify.** Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Lake Bernadette

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

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

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

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## **SCHEDULE A - SERVICES**

### Aquatic Weed Control:

1. Lake(s) will be inspected on a **one (2) times per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

### Shoreline Weed Control:

1. Shoreline areas will be inspected on a **one (2) times per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

### Lake Algae Control:

1. Lake(s) will be inspected on a **one (2) times per month** basis.
2. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

### Lake Dye:

1. **Lake Dye** will be applied to the pond(s) on a **as needed** basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

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Trash Removal:

1. Trash and light debris will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

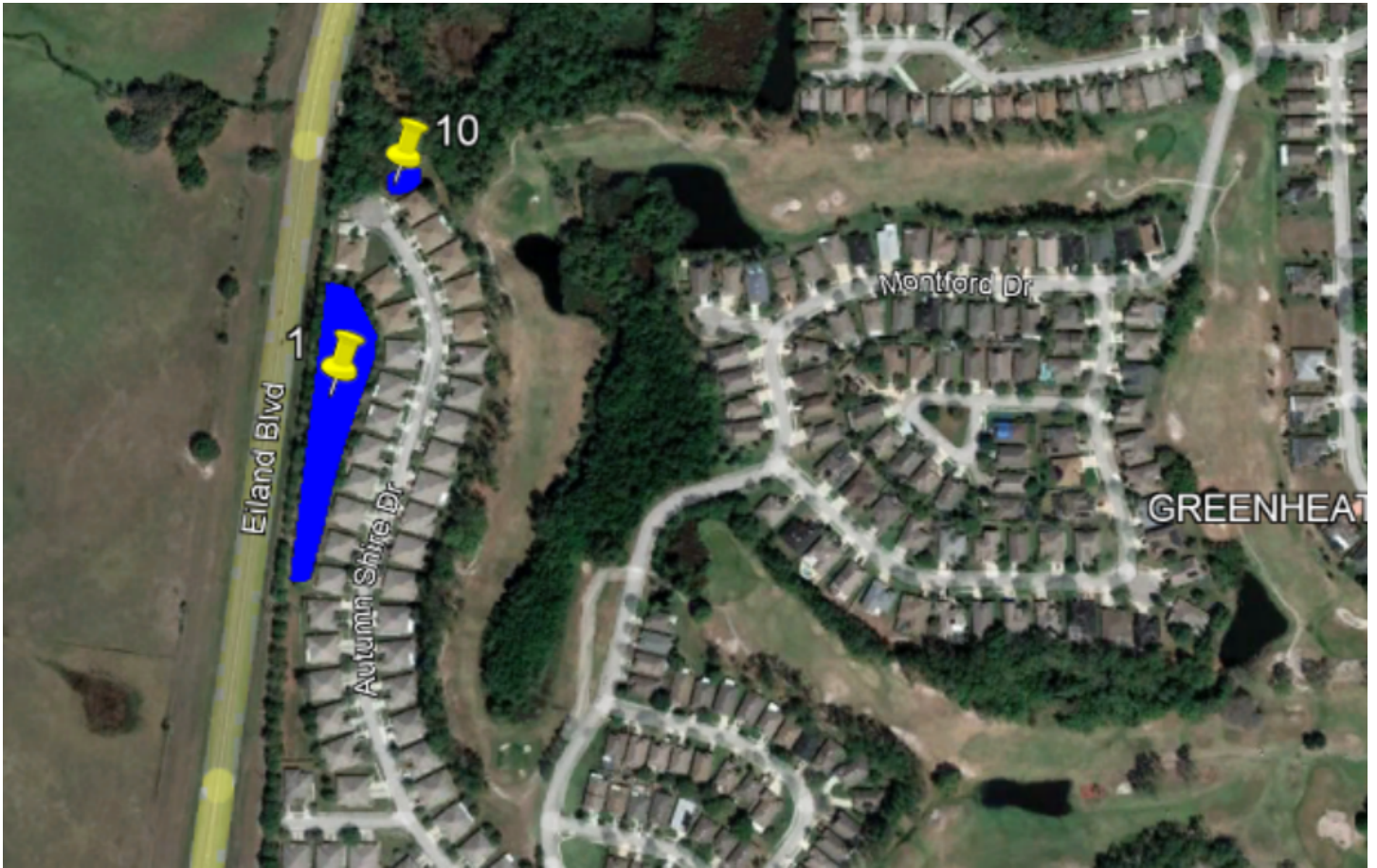
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General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



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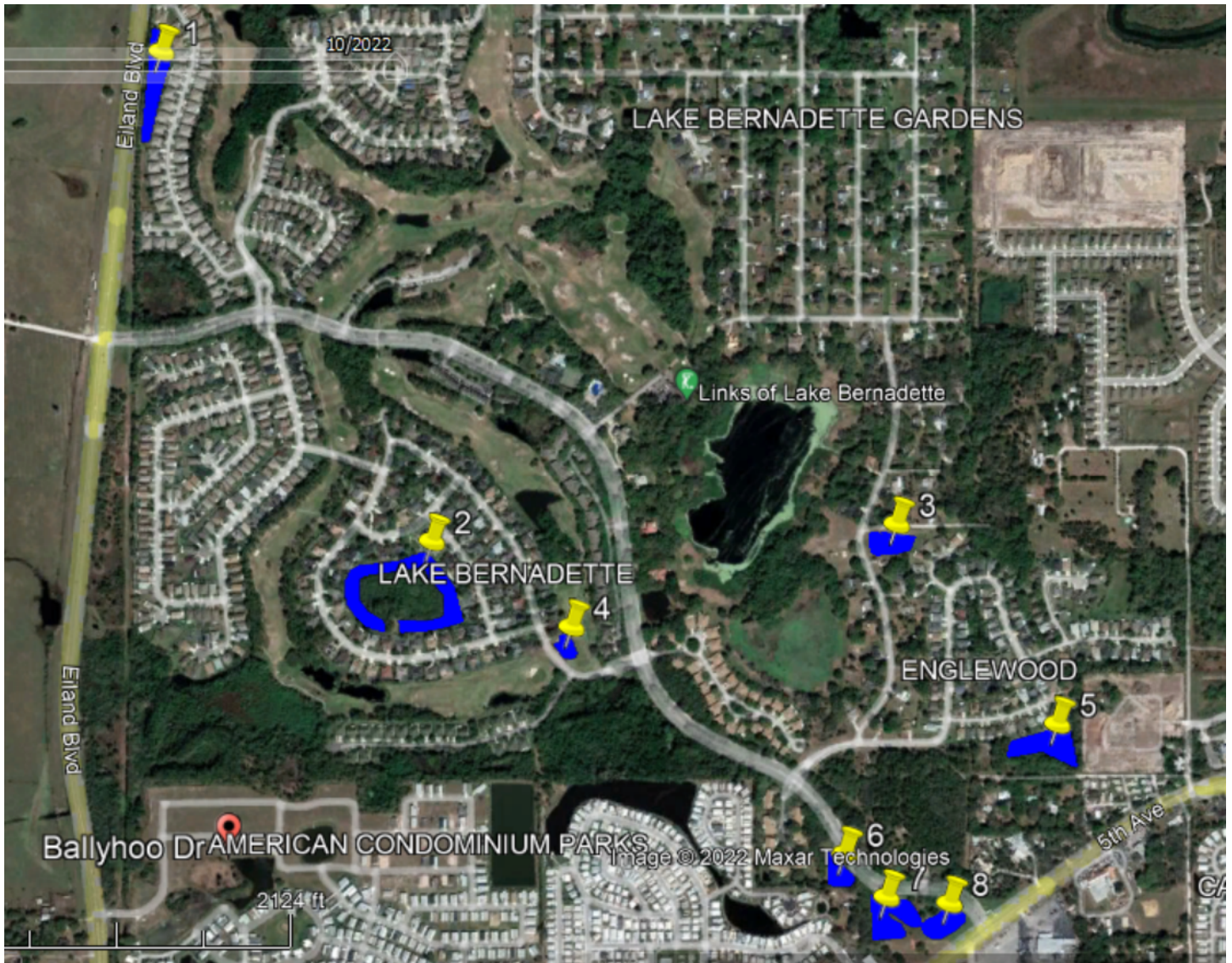
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## Proposal Comparison Sheet

Vendor	CDD Price	HOA Price	Permit Work by vendor	Permit Price Included	Warranty	Warranty Term
AWC	\$1,505.00		NO	NO	YES	1 year on aquatic plant instalations
Solitude	\$1,548.00	\$677.50	NO	NO	YES	1 year on aquatic plant instalations
Blue Water	\$1,685.00	\$770.00	NO	NO	YES	1 year on aquatic plant instalations

## Lake Bernadette CDD 5 Year Capital Outlay Plan revised 2022-10-03

### Budget FY2020

Clubhouse remodel of 2019 \$131,764.00

### Budget FY2021

Cabana Pool Remodel \$28,603.06

Clubhouse/Event Room Furniture \$3,588.86

Movies on Lawn \$600.00

### Budget FY2022

Park Benches \$2,027.67

### Budget FY2023

**Capital Outlay** \$90,000.00

Pickleball Court \$90,000.00

### Unassigned Cash

Lake Bernadette CDD Eiland Monument Update Project \$25,000.00

### Reserve

Mill & Resurface Cabana Parking Lot and Links Lane \$62,000.00

### Budget FY2024

**Capital Outlay** TBD

Solar Power for Clubhouse \$80,000.00

Solar Electricity Cabana Pool \$35,972.00

### Budget FY2025

**Capital Outlay** TBD

Pond dredging \$126,000.00

# CDD Meeting Topics of Discussion

Lake Bernadette Community Center

December ,2022

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## Upcoming Events:

1. Santa visits Lake Bernadette Dec 2<sup>nd</sup> 5-7pm
2. Cdd meeting Dec 6<sup>th</sup> 6:00pm
3. Clubhouse closed Dec 25<sup>th</sup> Christmas Day
4. Food trucks TBA Dec 21<sup>st</sup> from 5-8pm
5. Christmas golf cart parade TBA

## Upcoming Projects:

1. Parking lots repaving / stripe seal ( Jan/Feb 2023)
2. Clubhouse gutter cleaning ( December)
3. Gym equipment PM service (December)
4. Tennis court resurfacing ( Dec / Jan 2023) Ace courts
5. Replace cabana building old flood lights with LED lighting ( Jan 2023)
6. Erosion repaired on east side of clubhouse ( proposals provided)

## Completed projects/ tasks

1. Sidewalks along Golf Links repaired/ slabs replaced ( Site Masters)
2. Repaired 3 cracks on main pool deck
3. 2 broken toilet bowl handles replaced
4. 1 soap dispenser replaced
5. 13 new resident homeowners registered
6. 8 new renters registered
7. Frontier internet/phone service connected December 8<sup>th</sup>
8. Upper main pool deck pressure washed
9. 9 access cards replaced
10. Playground pressure washed
11. New mag lock replaced on clubhouse bath door (Complete IT)



# Proposal

Lake Bernadette CDD  
5401 Golf Links Blvd.  
Zephyrhills, FL 33541

**RE: Drainage**

**October 28, 2022**

**Side of Clubhouse by Pool Equipment:**

*Installation of (12) yds of soil at 8" thick to re-build washed out area, Installation of (9) yds of 3/4" lime rock to prevent further erosion, Installation of Mirafi wrap to prevent further erosion, Installation of drainage with (2) down spouts to prevent erosion, Miscellaneous parts and fittings. Total includes labor.*

<b>TOTAL:</b> <b>\$8,807.90</b>
---------------------------------

***\*\*Proposal pricing valid for 30 days from date above.***

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

*Rainmaker assumes no responsibility for underground utilities, cable, irrigation, drainage, etc.*

It is understood and agreed that payment is due in full at the time of completion. Customer is not relying on board approval, bank funding, government approval or any other third-party approval to release payment. Customer agrees to NOT withhold any retainage or require information (i.e. as-builts, manuals, etc.) other than those specifically listed in this proposal. Customer agrees to pay Rainmaker a late charge in an amount equal to 1.5% of any amounts due which are more than ten (10) days in arrears after its due date. Customer also agrees to pay any and all costs including attorney fees, collection agency charges and damage in the event Rainmaker deems necessary to hire agent(s) to collect fees and interest regardless of settlement.

To the fullest extent permitted by law, the CLIENT shall indemnify, defend and hold harmless CONTRACTOR, including its owners, officers, directors, employees and sub-contractors, from and against any and all claims, demands, damages, costs, expenses, including attorneys' fees, liabilities, actions or causes of action arising or resulting from written or oral directives given to them in the course of their performance under this Agreement by the Owner, including any unit owner, association member, property manager, or any agent or representative thereof.

Customer agrees that Rainmaker shall retain title to all equipment and/or materials furnished until final payment is made, checks have cleared the bank, and credit card payments have settled. If payment is not made as agreed, Rainmaker can remove said equipment and/or materials at Customer's expense. Customer grants Rainmaker the rights to enter the property and shall hold Rainmaker harmless from any damage resulting from said removal.

36181 East Lake Road #101, Palm Harbor, FL 34685 Office (727) 669-2320  
Email: office@rainmakerlandscape.com

**EnviroScapes Property Specialist, Inc.**  
 PO Box 550  
 Zephyrhills, FL 33539 US  
 (813) 629-0586  
 enviroscapesfl@hotmail.com



**ADDRESS**

Dan Manager  
 Lake Bernadette CDD  
 5410 Golf Links Blvd.  
 Zephyrhills, fl 33540

**ESTIMATE #** 21-0338  
**DATE** 11/22/2022

<p><b>Drainage Labor</b>          Extend 4 gutter downspouts on ADS pipe under ground to drainage creek.          Material and Labor</p>	1	3,200.00	3,200.00
<p><b>Drainage Labor</b>          Heavy root removal to install above drain line</p>	1	1,800.00	1,800.00
<p><b>C125 - Coconut Erosion Control Blanket</b>          Installed to cover all eroding areas to extend 20ft from back of building</p>	1	1,200.00	1,200.00
<p><b>Stone - Florida Fossil Rock</b>          Florida Fossil Rock - Used to create retaining wall to retain egg rock used as a covering over erosion control fabric          Aprox 80 ft of retaining wall</p>	1	4,300.00	4,300.00
<p><b>Rock - Egg Rock</b>          Installed as ground coverage over erosion control fabric          Installed per yard</p>	12	285.00	3,420.00
<p><b>Pavers - Stepping Stone - Square - 12 Inch x 12 Inch</b>          -          Install stepping stone pavers from back side walk to storage shed and pool equipment steps installed on crushed concrete base</p>	1	1,650.00	1,650.00

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**TOTAL** **\$15,570.00**

Accepted By

Accepted Date

**Site Masters of Florida, LLC**  
5551 Bloomfield Blvd.  
Lakeland, FL 33810  
Phone: (813) 917-9567  
Email: tim.sitemastersofflorida@yahoo.com

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**PROPOSAL**

**Lake Bernadette CDD**

**Erosion Remediation at Pool Pump Area**

**10/19/2022**

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**Remediate erosion on northeast side of Amenity Center to improve accessibility to, and usage of, maintenance shed area.**

**Area includes 5' x 15' between wood boardwalk to shed and 20' x 30' from shed to pool fence**

**Scope of work:**

- grade area to level and remove ruts from roof drains/pool discharge
- place layer of geo-fabric on exposed area
- install 4"- 8" rubble from building to bottom of slope at 2 discharge paths
- install 2"- 4" rubble from building to shed/bottom of slope remaining area

**TOTAL     \$4,200**

# Proposal Comparison Sheet

<b>Vendor</b>	<b>Price</b>	<b>Permit Work by vendor</b>	<b>Permit Price Included</b>	<b>Warranty</b>	<b>Warranty Term</b>
Rainmaker	\$8,807.90	NO	NO	YES	90 days
Site Masters	\$4,200.00	NO	NO	YES	6 months
EnviroScapes	\$15,570.00	NO	NO	YES	12 months



**FLORIDA COURTS, INC.**  
**6820 HUDSON AVE.**  
**HUDSON, FL 34667**  
**727-861-0004**

**floridacourtsinc.com**

**PROPOSAL A**  
**PAGE 1 OF 4**

**AGREEMENT**

**DATE: 10/10/22**

**CONTACT: Dan Nesselt ph# ?**

**Email: info@lakebernadette.org**

**LOCATION: Lake Bernadette – 5410 Golf Links Blvd. – Zephyrhills, FL 33541**

**CONDITIONS: New build of 2 pickleball courts side by side – 60' x 60'. Building permits if required to be obtained by owner.**

**ASPHALT WORK: ( Install New double pickleball Courts 60' x 60' )**

1. We will have the existing grass scraped and hauled away for the 60' x 60' new pickleball court area.
2. We will cut and balance the subgrade in preparation of installing the following base material.
2. We will install 6" of crushed concrete, limerock. This will be compacted and rolled.
3. We will have installed 1 1/4" of compacted Type SP9.5 D.O.T. approved hot mix asphalt to the new 2 pickleball court dimension of 60' x 60'.
4. Florida Courts agrees to provide all tools, materials, labor and supervision to complete the above work  
For a sum of **\$21,500.** Payment schedule as follows: 50% (\$10,750.) due before Asphalt work is to begin, 50% (\$10,750.) due upon completion of Asphalt work.

**NOTE: There is a 30 day asphalt cure time before surfacing of the new asphalt can begin. Florida courts is not responsible for damage to underground utilities, side walks or sod leading up to the courts.**



**SURFACING:**

1. Florida Courts will **install 4 pickleball net post sleeves and 2 center anchors in concrete footers.**
2. Florida Courts will **flood the court** and check for puddles where standing water covers 1/8" in depth (thickness of a nickel) after the surface has been able to dry, under sunny conditions, for 1 hour. We will then **patch these areas with Acrylic Patch Binder cement mix to reduce the amount of standing water.** Water that does not cover a nickel after an hour is in tolerance.
3. Florida courts will surface the new 60' x 60' asphalt court area using Sport Master specifications and materials with a **4 coat color system**, in the colors chosen by the client, (no additional charge for two-tone). **2 coats of Acrylic Resurfacer, fortified with sand**, will first be applied to prepare the court surface for the following color coats. This will be followed by the application of **2 coats of Color Concentrate, fortified with sand**, to provide uniformity & depth of color.
4. Florida Courts will **stripe all game lines.** Florida Courts **will provide and install 4 new pickleball net posts with external cranks.** We will **provide and install 2 new tournament pickleball nets with center straps.**
5. Florida Courts is licensed and insured. Documents will be provided at the clients request.
6. Florida Courts agrees to provide all tools, materials, labor and supervision to complete the above work For a sum of **\$21,100.** Payment schedule as follows: 50% (\$10,550.) due before surface work is to begin, 50% (\$10,550.) due upon completion of work.
7. Client agrees to **provide water and electricity** for construction purposes.
8. Florida Courts guarantees workmanship and materials against defects for a period of two years, save normal wear and tear. This guarantee excludes normal wear and tear, abuse or neglect, including (but not limited to) acts of God or nature and/or any other conditions beyond our control; such as sub-base "settling", structural or shrinkage cracks, cracks of any kind, hydrostatic pressure bubbles, intrusion of grass or weeds, graffiti or other acts of vandalism, damage from roller blades, skateboards, bicycles, maintenance equipment and/or related fluids and/or other such implements and/or apparatus.

**CONDITION OF SALE:**

The Purchaser and Seller or its assigns agree to the purchase and sale of before described property on the following conditions:

- 1) That Purchaser will pay to Seller or its assigns the Total Contract Price in accordance with the terms set forth.
- 2) That if the Purchaser shall default in the payment of any installment or violate any of the provisions of this Contract the Seller or its assigns shall have the right to declare due the whole amount unpaid and without notice or demand, legal process, liability for trespass or damages, and without prejudice to other action, enter the premises where said property may be repossess and remove same.
- 3) That there are no agreements or warranties in connection with this transaction which are not expressly set forth in this Contract.
- 4) Buyer hereby assigns without recourse Florida Courts, Inc. the right and interests of the material and equipment in the above Contract and in the property described therein until paid in full.

IN WITNESS WHERE OF, the parties here to have executed this Contract by their proper officers or duly authorized agents on the day and year first above written.

The parties agree that in the event that payment is not made as provided herein, Contractor may terminate this contract, refuse to complete any work remaining pursuant to the contract, and any alternate proposals, amendments, changes, or modifications thereto, and sue for the payment due, plus any work performed by the contractor up until the date of termination, including a reasonable profit and overhead, court costs, attorney's fees ( including attorney's fees incurred in arbitration and administrative proceedings and all state and federal actions and appeals ), and interest at the rate of 1½% per month, 18% per year.

In the event of litigation of this contract, venue of same shall lie in Pasco County, Florida and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party. Insurance Certificates and Licenses Provided upon request \*any changes or additions to standard coverage at additional cost.

\* **Please note:** a **Start date** cannot be scheduled without our receipt of a fully executed signed contract.

ACCEPTED BY \_\_\_\_\_  
CLIENT SIGNATURE

DATE ACCEPTED: \_\_\_\_\_

PRINT NAME \_\_\_\_\_

\_\_\_\_\_  
GREGORY A. VIRCHAU  
PRESIDENT  
FLORIDA COURTS

**Please email or mail signed agreement to:**

**floridacourts@verizon.net**

**Florida Courts  
6820 Hudson Avenue  
Hudson, Fl. 34667**

**Alto Construction Co., Inc.**  
**Bid Breakdown**

**Job: Draft Template (1) Pickleball Court**  
**Base Pad=32'x32'; Asphalt Pad=30'x30'**

	Quantity	UBP	Bid
<b>Removal &amp; Demolition (Base Crew)</b>			
Clearing & Grubbing	1,024 sf	0.24 sf	243.03
<b>Erosion Control (Base Crew)</b>	400 lf	4.22 lf	1,687.60
<b>Tree Barricade (Base Crew)</b>	200 lf	7.37 lf	1,474.00
<b>EarthWork (Base Crew)</b>			
Excavation Area 1	28 cy	11.58 cy	329.30
<b>Grading (Base Crew)</b>			
Standard	1,024 sf	0.36 sf	364.54
Compacted Sub-base	1,024 sf	0.40 sf	405.05
<b>Labor Only (crew days)</b>			
# of days (Grading Crew)	2 day(s)	3,560.00 day	7,120.00
<b>Asphalt, Base &amp; Paving</b>			
Area 1	Thickness		
Crushed Concrete	10.0 "	1,024 sf	6.27 sf
SP-9.5	1.5 "	900 sf	7.77 sf
<b>Other</b>			
<b>General Conditions</b>			
Mobilization	1 ls	1,710.00 ls	1,710.00
Surveying & Staking	1 ls	3,250.00 ls	3,250.00
As-builts	1 ls	1,300.00 ls	1,300.00
MOT	1 ls	520.00 ls	520.00
Permits/NOC	1 ls	1,300.00 ls	1,300.00
Inspections	1 ls	1,040.00 ls	1,040.00
<b>Removal &amp; Demolition</b>			
Grass/Grubbing Removal (haul-off)	8 cy(s)	32.50 cy(s)	272.40
<b>Earthwork</b>			
Haul-off Excess Fill/Dirt	37 cy	16.25 cy	601.25
<b>Asphalt, Base &amp; Paving</b>			
Prime & Sand	100 sy	1.00 sy	100.00
Pickleball Nets & Post Installation	1 ea	1,809.76 ea	1,809.76
<b>Striping, Signage, Car Stops</b>			
Pickleball court surface and stripe	1.00 Ea	14,300.00 Ea	14,300.00
<b>Total</b>			51,242.01

**Exclusions: permits, fees, testing, surveying & staking, landscaping, irrigation**

**Note:** All prices based on current pricing schedule and will remain in effect for 30 days

**Note:**

**Note:**

**Alto Construction Co., Inc.**  
**Bid Breakdown**

**Job: Draft Template (2) Pickleball Courts**  
**Base Pad=62'x62'; Asphalt Pad=60'x60'**

	Quantity	UBP	Bid
<b>Removal &amp; Demolition (Base Crew)</b>			
Clearing & Grubbing	3,844 sf	0.24 sf	912.31
<b>Erosion Control (Base Crew)</b>	400 lf	4.22 lf	1,687.60
<b>Tree Barricade (Base Crew)</b>	200 lf	7.37 lf	1,474.00
<b>EarthWork (Base Crew)</b>			
Excavation Area 1	107 cy	11.59 cy	1,237.10
<b>Grading (Base Crew)</b>			
Standard	3,844 sf	0.36 sf	1,368.46
Compacted Sub-base	3,844 sf	0.40 sf	1,520.52
<b>Labor Only (crew days)</b>			
# of days (Grading Crew)	3 day(s)	3,560.00 day	10,680.00
<b>Asphalt, Base &amp; Paving</b>			
Area 1	Thickness		
Crushed Concrete	10.0 "	3,844 sf	3.19 sf
SP-9.5	1.5 "	3,600 sf	2.91 sf
<b>Other</b>			
<b>General Conditions</b>			
Mobilization	1 ls	1,710.00 ls	1,710.00
Surveying & Staking	1 ls	3,250.00 ls	3,250.00
As-builts	1 ls	1,300.00 ls	1,300.00
MOT	1 ls	520.00 ls	520.00
Permits/NOC	1 ls	1,300.00 ls	1,300.00
Inspections	1 ls	1,040.00 ls	1,040.00
<b>Removal &amp; Demolition</b>			
Grass/Grubbing Removal (haul-off)	31 cy(s)	32.50 cy(s)	1,022.58
<b>Earthwork</b>			
Haul-off Excess Fill/Dirt	139 cy	16.25 cy	2,258.75
<b>Asphalt, Base &amp; Paving</b>			
Prime & Sand	400 sy	0.59 sy	234.00
Pickleball Nets & Post Installation	2 ea	1,809.76 ea	3,619.53
<b>Striping, Signage, Car Stops</b>			
Pickleball court surface and stripe	2.00 Ea	14,300.00 Ea	28,600.00
<b>Total</b>			86,480.96

**Exclusions: permits, fees, testing, surveying & staking, landscaping, irrigation**

**Note:** All prices based on current pricing schedule and will remain in effect for 30 days

**Note:**

**Note:**



16120 Lee Road Suite 150 • Ft. Myers, FL 33912 • Phone: (239) 292-3102

Dan Nesselt  
Phone: 813-788-7690  
Cell: 813-367-5719

5410 Golf Links Blvd  
Zepherhills, FL 33541

Print-date:

11-28-2022



License: CBC1263668  
*Mor Sports Is Proud To Be The Official Court Builder Of  
The US Open Pickleball Championship*

**"QUALITY BY DESIGN"**



*Many thanks for your inquiry, please find below our quotation for your project.*

*We are delighted to be invited to quote your works, and please be assured that we have put together our most competitive quotation for the works. Whilst compiling our quotation, we have worked with our suppliers to provide you our most competitive quotation, hopefully we are within your budget.*

*We have ensured that our quotation reflects our company core values of "Quality by Design" Valued Engineering" and our Client Mission Statement of "Right First Time on Time". These drivers are the cornerstone of all our projects.*

*As we stated, we understand that quality is a major factor for our clients, choosing the Mor Sports Group quality is assured. We can demonstrate that we are a proven, reliable and competent Certified Building Contractor who are proud members of the American Sports Builder Association. We are proud to be the Court Building Contractor of choice for the US Open Pickleball Championship in Naples. At the US Open location we have either constructed or surfaced all of the 60+ tournament pickleball courts. Details of this project and numerous other projects can be found attached in the work reference document attached for your attention. Please feel free to use this document for references and take time to speak with our existing clients.*

*Finally, please take the time to review our detailed quotation. If there are any questions, changes, amendments or budgetary requirements that you require please do not hesitate to contact us.*

Matt Morton  
CEO / President  
The Mor Sports Group

#### **CONSTRUCTION OF 2 PICKLEBALL COURT(S)**

**OVERALL PLAYING AREA 4,362 Sqft**

#### **GENERAL CONDITIONS**

The Client will be responsible for obtaining all Land Development Orders/ Building Permits that may be required. The Client shall ensure that they are verified with City Zoning to ensue that they have in place all permissions to build the new courts. Copies shall be provided to Mor Sports prior to works commencing.

All "Pickleball Courts Work" prices within this proposal, including site strip, bases, net post foundations, surfacing fencing, any floodlights etc. are firm unless there are unforeseen circumstances that result in extra cost, delays etc. Issues such as

hitting rock when excavating for net posts foundation, fence posts, floodlights etc. are encountered, and If such circumstances arise, Mor Sports will notify the Client immediately with an evaluation and any proposed change in the price or work

**Keynote** - This quote applies to the construction of 2 new pickleball courts with the standard color coating system. No other work elements are included unless stated within this quotation or as per any the written and signed change order(s)

**Keynote** - Client to establish off sets/boundary setbacks and ensure that there is adequate space available. The courts will measure 64' x 68'. Therefore, a space of approx 4,362ft<sup>2</sup> will be required to build the courts

**Keynote** - No engineering drawings were provided at the time of the quotation

## **PREPARATION WORKS**

### **MOBILIZATION**

Upon mobilization Mor Sports to provide dumpster for waste and demolition works - if required we will:

Layout protective boards and protective measures to existing walkways / landscape in an attempt to prevent any damage to existing items - if requested & required, additional cost will occur

Trench out around all existing construction areas and install silt fence erosion control fence to all construction areas - if required by client or county, additional cost will occur

**Keynote** - Mor Sports will take all reasonable care to protect existing walkways / landscapes but cannot be held liable for any damage created during construction process

**Keynote** - Silt fence linear footage requires county approval prior to installation

## **2 PICKLEBALL COURT(S) CONSTRUCTION - CONSTRUCTION ELEMENTS**

### **SITE PREPARATION**

**Any site preparation, including clearing, grubbing, tree and tree stump removal, debris removal etc. to be carried out by the Client.** This to include back filling of any root holes/beds

**Keynote** - Where the Client has removed trees etc. the area shall be checked for any remaining roots and vegetation prior to Mor Sports commencing works. The area will be checked for roots and vegetation prior to Mor Sports commencing works If any of roots or vegetation remains in the work site it will be reported to the Client for their attention.

### **SITE STRIP**

Use Bobcat & Grader to Remove of Existing Sod & approximately 6 Inches (6") of Existing Dirt from Court Area to prepare a formation layer.

Load Spoil Into Dump Trucks For Removal and cart off site

**Keynote** - Additional cut work, including carting additional material off site will be charged as additional cost

**Keynote** - The formation layer will be graded to the ASBA Specification that sets out the requirement for a drainage slope. The slope should be in a true plane with a minimum slope of .83% to a maximum of 1%. This equates to approx 1" in 10'. Side to side is the preferred direction, but it can also be end to end if side to side cannot be achieved

**Keynote** - The base works and asphalt works does not include for any soil test, or the removal or replacement of any contaminated materials

**Keynote** - The Client shall ensure that they arrange to have all underground services, existing floodlights etc., are made and either moved or diverted safely prior to Mor Sports mobilizing to site

### **BASE WORKS**

**Onto a base set out by clients engineer/surveyor**

Install 6 inch (6") of limestone (Or Equivalent Dependent on Project location) base to pickleball court areas

Laser grade sub base to correct ASBA falls

Pave 1 and half inch (1.1/2") of S3 Asphalt to pickleball court area

Compact asphalt

Saw cut edges of asphalt neat and square

**Keynote** - Although we use the best materials available to avoid contaminants, Mor Sports cannot be responsible for contaminants in the rock base and asphalt that cause any discoloration of the playing surface

**Keynote** - The freshly installed asphalt must be allowed between 30 - 45 days to cure, dependent upon prevailing weather conditions. This extra time allows for asphalt oils to cure. This practice extends longevity

**Keynote** - Grade stakes to be set on all four corners by clients Engineer/Surveyor, A minimum 1-foot recess stakes must be provided by client engineer

**Keynote** - The Client to provide for a stable access road to the worksite from the nearest paved road

**Keynote** - The quote does not allow for any compaction testing

**Keynote** - The Client to provide a source of potable water to within 100 LF of the court(s)

### **INSTALL 2 SETS OF PICKLEBALL NET POST(S) FOUNDATIONS**

Excavate for net post foundations to US Open & ASBA specification  
Install PVC net post sleeves in concrete foundations, concrete to be 3,000 psi fiber reinforced  
Install concrete primer to net post foundations  
Install fiberglass to joint of net post foundations where concrete and asphalt meet  
Install 2 sets of nets and posts into foundations after court completion

**Keynotes** - Nets and posts to be Putterman's Tournament nets and post

### **COURT SURFACING - STANDARD COLOR SYSTEM**

#### **STANDARD COLOR**

Flood courts and mark out any areas holding water  
Patch any areas holding water using court patch binder to ASBA specification  
Install 2 layers of acrylic resurfacer to entire pickleball courts  
Install 2 layers of color to inner of pickleball courts playing areas, *Client to choose color*  
Install 2 layers of color to outer of pickleball courts playing areas, *Client to choose color*  
Mark out pickleball court lines and install line tapes to ASBA specification  
Install white line paint to pickleball lines

#### **QUOTATION SUMMARY**

#### **QUOTATION CALCULATIONS**

*The contract price has been calculated based on current price for the components and building materials. The market for building materials at the moment is considered volatile, sudden price increases outside of Mor Sports control may occur.*

*Mor Sports will continue to use its best effort to obtain the lowest price from our suppliers, however should there be a sudden increase in price on the specified items in this quotation after the execution of this contract, the client agrees to pay the cost increase to Mor Sports.*

*Any claim by Mor Sports of cost increase will involve written notice delivered by Mor Sports to the Client, stating the increase cost / materials in question and the source supply, supported by evidence.*

**Keynote** - This quotation is valid for 15 days only

## Price Breakdown

**Pickleball Construction 2 Courts - 4352 Sqft**

**Group Price: \$47,485.86**

Sod / Dirt Preparation & Removal

\$8,216.58

Use Bobcat & Grader to Remove of Existing Sod & 6 Inch of Existing Dirt to Court Area. Load Spoil Into Dump Trucks For Removal

Pickleball Base Works

\$36,208.64

Onto Base Set Out By Clients Engineer, Proof Roll Sub Base, Install 6 Inch of Lime Stone Base, Laser Grade Slopes to ASBA Specification, Install 1.5 Inch of S3 Asphalt and Compact, Saw Cut Edges Neat & Clean



Pickleball Net Post Foundations

\$3,060.64

Dig Out Pickleball Net Post Foundations to ASBA Specification , Set PVC Sleeves In Concrete, Install Concrete Adhesion Promoter & Fiber Glass Prior to Court Surfacing

**Concrete Curb Works**

**Group Price: \$6,526.08**

Install 18 Inch Deep x 6 Inch Wide Concrete Curb, 3,000 PSI Fiber Reinforced

**Pickleball Accessories - Excludes Tax & Shipping**

**Group Price: \$725.72**

**Surfacing New Bases**

**Group Price: \$8,355.84**

Patch Courts With Court Patch Binder , Install 2 Layer of Acrylic Resurfacer , Install 2 Layers of Color , Install White Playing Lines

**Total Price: \$63,093.50**

**Progress Payments Process**

*Mor Sports kindly requests that the stage payment process set out below is accurately followed to avoid any confusion, misunderstanding or late delivery of the project. Unfortunately, work will not be completed unless each line item/stage of the progress payment invoice has been paid in full on the agreed date.*

**Sequence**

1. **50% Deposit Required - Work Will Not Be Scheduled Until Deposit Payment Received**
2. **Each Line Item will be invoiced separately and to be paid in full prior to construction continuing onto the next Line Item**
3. **Walk Through With Mor Sports Management Must be Completed With Authorized Client Representative Prior to Nets & Post Installation**
4. **Authorized Client Representative to Sign Mor Sports Completion Sheet at Walk Through agreeing that works have been carried out in full and as agreed**
5. **5% Late Fee Will Occur After 30 Days If Final Payment Not Received**
6. **Signing of This Quotation Confirms Acceptance of Mor Sports Payment Terms**

*Upon Acceptance of this proposal Mor Sports Management Programme (Buildertrend) will issue an owner activation prompt, please accept this response. It may be found in your spam email box . This owners account will allow you access to all scheduling , invoices, daily log progress reports, photos and videos can be accessed to keep you in constant communication with Mor Sports and the project. To access your owner account enter your email address as your user name then enter your own password into the password section. Remember you password for access to this project and future projects.*

*We thank you in advance for your business and look forward to working with you on your project.*

**Matthew Morton**  
**CEO**  
**Mor Sports Group Inc**

**Signature:**

\_\_\_\_\_

**Print Name:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_



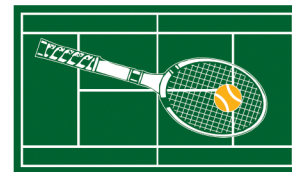
1965 W. Fairbanks Ave,  
Winter Park, FL 32789

Alan Hanel  
407.773.4925

	 <b>S P O R T C O U R T</b>	
<b>1965 W. Fairbanks Ave., Winter Park, Fl. 32789</b>	<b>Designer - Alan Hanel</b>	<b>PH: 407-773-4925</b>
	<a href="mailto:alan@sccfusa.com">alan@sccfusa.com</a>	
<b>Date: 10/27/22</b>	<b>PROPOSAL GOOD FOR 15 DAYS</b>	
<b>Name: Lake Bernadette HOA - Dan Nesitt</b>		
<b>Address: 5410 Golf Links Blvd, Zephyrhills, Fl. 33541</b>		
<b>Phone: 813-788-7690</b>	<b>E-Mail: <a href="mailto:info@lakebernadette.org">info@lakebernadette.org</a></b>	
<p style="text-align: center;"><b>PROJECT</b></p>	<p style="text-align: center;"><b>DESCRIPTION</b></p>	
Two Pickleball Courts - 60'x60' Total Area	-Design and Permitting	
Built Per Approved Design	-Excavation And Haul Away Sod	
	-Install Concrete Slab, 4" Thick, 3000psi, w/FiberMesh And Vapor Barrier	
	-Deliver and Install Two Sets Of Guardian Pickleball Poles w/Nets	
	-Deliver and Install SportGamePB Sport Surface	
	-Deliver and Install Vinyl Base Molding	
	-Paint Two Sets Of Pickleball Game Lines, Color: White	
	<p style="text-align: right;"><b>TOTAL PROPOSAL:</b></p>	<p style="text-align: right;">\$80,488.78</p>
	<p style="text-align: right;"><b>-Same build but 60'x66' In Size:</b></p>	<p style="text-align: right;">\$86,665.57</p>
*Any fill dirt and sod required on this project are provided at an additional charge.		
* All variables will be listed on agreements before project is started.		
* This proposal DOES NOT include landscaping, electrical hook-ups, and approvals.		
* Prices include tax, freight, and installation by component unless otherwise notes.		

# Welch Tennis Courts, Inc.

*World's Largest Builder of Fast Dry Courts*



*Construction - Resurfacing - Lighting - Accessories*

USTA - USPTA  
ASBA - TIY

## ALL-WEATHER (ASPHALT) PICKLEBALL COURT CONSTRUCTION PROPOSAL

Welch Tennis Courts, Inc. (hereinafter referred to as the “Contractor”) proposes to furnish the labor, materials, equipment, and services necessary to construct one (1) All-Weather Pickleball Court at Lake Bernadette CDD in Zephyrhills, Florida. In accordance with, and subject to, the terms, conditions and specifications set forth below, the work is referred to in this proposal as the “Project.”

**1. CONSTRUCTION REQUIREMENTS:** The Owner shall be responsible for determining the physical location of the court, assuring that the plans and the work described in this proposal comply with all applicable zoning requirements and deed restrictions including, but not limited to, all applicable set-back requirements. The Owner shall be solely responsible for the suitability of the project site and the constructability of the Project upon the property.

This proposal includes an allowance for permits, fees, engineering costs and related acquisition costs; costs more than this allowance shall be reimbursed by the Owner to the Contractor. The Owner shall be responsible for providing the contractor an onsite dumpster during the Project.

The Contractor shall provide the required contractor licensing to complete the Project, along with general liability and workers’ compensation insurance. If a waiver of subrogation is required by the Owner, an additional charge of \$250.00 will be added to the contract price. If the Owner requires bonding in the form of payment and performance bonds or insurance more than the limits of liability coverage usually carried by Contractor, such additional coverage and bonding will be provided to the Owner at the Contractor’s cost.

**2. SITE PREPARATION:** Site preparation, including clearing, grubbing, tree and stump removal, debris removal and rock removal, is *not* included in the price of this proposal. If large rocks, tree roots, tree stumps, debris, or other impediments to routine grading of the site are encountered, the Owner shall be responsible for the cost of removing them. If extra fill material is required to achieve the desired finished elevation of the courts, the costs of furnishing such additional fill material, as is needed, shall be borne by the Owner. **Grading shall be done to a tolerance of plus or minus one (1) inch of the final sub-grade elevation. Rate and direction of slope shall be one (1) inch in ten (10) feet all in one plane. A compaction of 95% (Modified Proctor) is required and the soil shall be free of all roots and vegetation.**

**3. COURT CONSTRUCTION:** The Contractor shall construct one (1) all-weather pickleball court, measuring 60 feet by 60 feet.

- a. **Base:** The base shall consist of six (6) inches of base material topped with one and one-half (1½) inches of compacted asphalt hot mix. **Welch Tennis Courts, Inc. cannot guarantee that the asphalt hot mix and/or base material will be free of all impurities (iron, clay balls, wood bits and deleterious material). These materials can be present in the materials received from our suppliers.**

**The presence of such deleterious materials can result in discoloration of the surface and/or raised bumps in the court surface.**

- b. Surface: After the asphalt has properly cured, a fiberglass membrane shall be installed to extend the life of the court. Two (2) filler coats of Deco Acrylic Resurfacer material shall be applied to the entire court surface, followed by two (2) full coats of Deco Color MP. The court shall be the Owner's choice of standard colors. No "birdbath" deeper than 1/16 of an inch shall exist after flooding the court and allowing one hour of time to elapse at a temperature of at least at 70 degrees Fahrenheit (21 degrees Celsius) in sunlight.
- c. Court Completion: Regulation playing lines shall be striped using masking tape and white line paint. Permanent external-wind net posts with WTC pickleball net shall be installed.

4. **FENCING**: At the Owner's option the Contractor shall provide and install approximately 240 lineal feet of eight-foot-high black vinyl fencing.

- a. All terminal posts shall be 3-inch and all line posts will be 2½-inch PC-40 Ameristar Permacoat pipe and top rail will be 1<sup>5</sup>/<sub>8</sub>-inch PC-20 Ameristar Permacoat pipe.
- b. All Ameristar Permacoat posts and top rail are high tensile steel, galvanized inside and out with pure zinc. The pipe is then electrostatically powder coated with polyester to provide a superior color coat finish. All fittings are PVC coated.
- c. Fence fabric will be 2-inch #8-gauge vinyl mesh.
- d. Bottom tension wire will be installed on all fencing.
- e. One (1) walk gate will be provided.

5. **COURT EQUIPMENT**: The Contractor shall provide the following, one (1) Clean Court Unit and one (1) Court Sponge Unit.

6. **CONTRACT PRICE**: The Contractor shall complete the Project described above for the following contract price:

PICKLEBALL COURT	\$53,310.00
COURT EQUIPMENT	\$ 240.00
<u>ALLOWANCE FOR PERMITS/FEES/ENGINEERING</u>	<u>\$ 1,600.00</u>
<b><u>TOTAL</u></b>	<b><u>\$54,950.00</u></b>

**OPTION: FENCING**: The Contractor shall provide and install approximately 240 lineal feet of eight-foot-high black vinyl fencing. Add+\$17,250.00 \_\_\_\_\_ Initials

7. **PAYMENT TERMS**: Contract amount shall be billed based on AIA Progress Payments and Schedule of Values. **NOTE**: Payment of Contractor's invoices is due upon receipt of the invoice by the Owner. Late charges, at the rate of 1½% per month (18% per annum maximum) shall begin to accrue on any unpaid invoice balance, beginning thirty (30) days after the invoice date. Welch Tennis Courts, Inc. reserves the right to stop work in the event of non-payment.

8. **ESCALATION CLAUSE**: If, between the time this agreement is prepared and the date the Project described herein is completed, there is an increase in the cost of materials, equipment, transportation or energy, the price specified herein shall be adjusted by written change order modifying this agreement.

**9. BUILDING REQUIREMENTS.** The Owner shall provide access to the site for tractor-trailers and other vehicles with a weight more than twenty tons; provide staked corners for the court; provide an area adjacent to the site for storing and preparing materials. The Contractor shall exercise reasonable care in utilizing the access and storage areas but cannot be responsible for damage caused by normal construction operations (e.g., damage to sod, landscaping, sprinkler lines, sidewalks, pavement, etc.).

The Owner shall notify, locate, and mark for the Contractor, prior to commencement of the Project, any water, sewer, electrical or other conduits, which are located at the courts beneath the ground surface or otherwise obstructed from view, and in the absence of such notice, the Contractor shall not be held liable for any damages to conduits during the Project.

The Owner shall provide an onsite dumpster for the Contractors use during the Project. In the event the Owner is unable to or would like for the Contractor to provide the dumpster, the Contractor shall coordinate the delivery of a dumpster for the jobsite. The costs for the dumpster, including but not limited to pick-up, delivery, monthly/weekly fees, and dump charges, shall be the responsibility of the Owner.

The Owner shall also be responsible for sodding (or other suitable provisions for preventing erosion) around the perimeter of the court. If sod is used, it should be placed approximately one inch below the surface level of the court to allow for adequate court drainage.

**10. WARRANTY:** Welch Tennis Courts, Inc. shall warranty the completed Project to be free of significant defects in workmanship and materials for a period of one (1) year. The warranty shall commence on the date of completion, but will not be enforceable, unless payment is made in the full amount of the executed contract, including change orders and late payment fees (if applicable). **Cracking in court surface is not warranted.**

**11. BINDING CONTRACT:** This agreement and all its terms and conditions shall be binding upon the parties to this agreement and upon the personal representatives, executors, administrators, heirs, and successors assigns of either party.

**12. ATTORNEY'S FEES; COSTS OF COLLECTION; VENUE:** If a dispute arises out of this agreement, and a civil action is brought by either party to resolve the dispute, then, in such event, the prevailing party, as determined by the Court hearing the matter, shall be entitled to recover its court costs, including reasonable attorney's fees, from the non-prevailing party. If any sums invoiced by Contractor under this agreement are not paid when due, and suit is brought to enforce this agreement or to recover payment of any balance due and owing by the Owner under this agreement, Contractor shall be entitled to recover its costs of collection, including reasonable attorney's fees, regardless of whether suit is brought or not. Any action to enforce this contract or any action arising from this contract (which does not include an action to enforce a construction lien under Chapter 713 of the Florida Statutes) shall be brought only in a court of competent jurisdiction in Hillsborough County, Florida.

**13. TIME FOR ACCEPTANCE OF PROPOSAL:** This proposal set forth herein shall be valid for only 30 days from the date of this proposal, and must be accepted within such time, unless the Contractor agrees in writing to extend the time for acceptance. Acceptance of this proposal by the Owner shall give rise to a binding and enforceable contract.

14. **ENTIRE AGREEMENT/CHANGES TO AGREEMENT:** This proposal, once accepted by the Owner, sets forth the entire agreement between the parties, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between the parties prior to acceptance and signing of this proposal/agreement by the Owner are deemed to have merged into this agreement. This agreement may *not* be modified or amended, except in writing, which is signed by all parties to this agreement.

**SALES REPRESENTATIVE:**

Bill King

ACCEPTED BY:

\_\_\_\_\_ (OWNER)

DATE: \_\_\_\_\_

\_\_\_\_\_  
Type/Print Name & Title

Accepted and approved by:

WELCH TENNIS COURTS, INC.

\_\_\_\_\_  
George Todd, Jr., President

DATE: \_\_\_\_\_

**ADDENDUM #1**

This addendum shall become part of the contract documents and shall supersede any verbal or written agreements between Welch Tennis Courts, Inc. and the Owner. Modification of this addendum shall only occur by an executed change order.

## Project Information Sheet

Customer Name: \_\_\_\_\_

Project Address: \_\_\_\_\_ Billing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Primary Contact: \_\_\_\_\_ Accts Payable Contact: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

\*\*\*\*\*

Color Selection:	Green	Black	N/A	Other
Lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cabana Frames	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cabana Canvas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Net Posts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Windscreens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____

\*\*\*\*\*

***Hard Court Contracts Only***

**Deco Colors:**

**Exterior Color**

- Light Blue
- Dark Blue
- Light Green
- Medium Green
- Dark Green
- Gray
- Red
- Adobe Tan\*
- Tour Purple\*

**Interior Color**

- Light Blue
- Dark Blue
- Light Green
- Medium Green
- Dark Green
- Gray
- Red
- Adobe Tan\*
- Tour Purple\*

**Pickleball Line Color**

- Black
- Blue
- Green
- Orange
- Red
- White
- Yellow

\*Premium Court Color Additional Charges Apply

By signing below the Owner is authorizing Welch Tennis Courts, Inc. to proceed with the selections above and that all information is accurate and true.

\_\_\_\_\_  
(Signature)

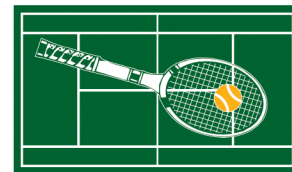
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)



# Welch Tennis Courts, Inc.

*World's Largest Builder of Fast Dry Courts*



*Construction - Resurfacing - Lighting - Accessories*

USTA - USPTA  
ASBA - TIY

## ALL WEATHER COURT RESURFACING PROPOSAL

Welch Tennis Courts, Inc., (hereinafter referred to as the “Contractor”) proposes to furnish the labor, materials, equipment, and services necessary to resurface the following: two (2) “All Weather” Courts for: Lake Bernadette Community Development District (hereinafter referred to as the “Owner”) located at 5410 Golf Links Boulevard, Zephyrhills, Florida 33541. In accordance with, and subject to, the terms, conditions and specifications set forth below, the construction work is referred to in this proposal as the “Project.”

1. **COURT RESURFACING:** The Contractor shall resurface two (2) all weather tennis courts measuring approximately 120 feet by 120 feet.
  - a. **COURT PREPARATION:** Contractor shall remove loose dirt, mildew, and foreign matter from courts.
  - b. **VEGETATION REMOVAL:** Remove grass or other vegetation growing on the courts surface.
  - c. **CRACK REPAIR:** Patch cracks wider than 1/16 inch with acrylic crack filler. All filled cracks will be sanded level with surrounding court surface. **Contractor cannot guarantee that new cracks will not appear in the future. Contractor cannot guarantee that repaired cracks will not reappear in the future. Cracks that are substantially through the asphalt are structural. The only way to correct structural cracks is to replace the asphalt. The Owner may prefer to pay a smaller amount to repair these cracks rather than suffer the cost of asphalt replacement. Expansion and contraction on each side of a structural crack will result in the reappearance of the crack, based on temperature change of the asphalt. This will occur in several days, weeks or months, but the cracks will reappear.**
  - d. **PATCHING:** All areas holding 1/8 inch of water for more than one hour after flooding shall be patched using up to five gallons of acrylic patch binder. If additional court patching is needed, the Contractor shall supply the additional patch binder and apply it at a rate of \$200.00 per five-gallon pail upon written approval of the Owner. All patches will be sanded level with surrounding court surface. **Due to settling of the court's regulation slope of 1" in every 10' for proper drainage may not be attainable regardless of the patching specified.**
  - e. **ACRYLIC RESURFACER COURSE:** Over the entire court area, apply **one (1) coat** of Deco Acrylic Resurfacer, a concentrated and pigmented emulsion fortified with silica sand to provide a leveling and filler coat for succeeding color applications.
  - f. **ACRYLIC TEXTURE COURSE:** Apply **two (2) coats** of Deco Color MP with silica sand to provide a tough, durable, textured playing surface in the Owner's choice of two standard colors.

- g. *PLAYING LINES*: Accurately locate, mark, and paint two inch wide playing lines, using white striping heavy bodied acrylic latex compound with pigments and mineral filler to form a high bonding line for application of asphalt or acrylic color coated surfaces.
- h. *COURT COMPLETION*: Paint the existing net posts and re-install existing tennis nets.
- i. The Owner shall be responsible for providing the contractor an onsite receptacle or area for all waste materials during resurfacing. Owner is responsible for the removal all waste materials.

2. **CONTRACT PRICE**: The Contractor shall resurface the courts specified in this proposal/contract for the following contract price:

**TWO COURT RESURFACING** **\$19,900.00**

**UPGRADE OPTIONS**

(Options listed below are priced based on the work being performed in conjunction with the work described above.)

**OPTION 1: PROVIDE AND INSTALL NEW WTC 3.0 DTS PROFESSIONAL NETS**  
Quantity \_\_\_\_\_ \$184.00/EA \_\_\_\_\_ (Initials)

**OPTION 2: PROVIDE AND INSTALL NEW WTC PROFESSIONAL NET POSTS**  
Quantity \_\_\_\_\_ \$700.00/SET \_\_\_\_\_ (Initials)

(Price is for posts installed and replaced in existing foundations. If old net posts or old sleeves cannot be removed, the replacement net posts will be left with the customer.)

3. **PAYMENT TERMS**: A 50% scheduling deposit, which is due upon acceptance and signing of this proposal/contract, is required in order to schedule court resurfacing. A final 50% payment shall be due upon completion of the entire Project. **NOTE**: Payments offered by **credit card** will incur an **additional 4% surcharge** for each transaction. Payment of Contractor's invoices is due upon receipt of the invoice by Owner. Late charges, at the rate of 1½% per month (18% per annum maximum) shall begin to accrue on any unpaid invoice balance, beginning thirty (30) days after the invoice date. Any payments based on AIA schedules will accrue interest from AIA payment due date. Welch Tennis Courts, Inc. reserves the right to stop work in the event of non-payment.

4. **ESCALATION CLAUSE**: If, between the time this agreement is prepared and the date the Project described herein is completed, there is an increase in the cost of materials, equipment, transportation or energy, the price(s) specified herein shall be adjusted by written change order modifying this agreement.

5. **WARRANTY**: Welch Tennis Courts, Inc. shall warranty the completed Project to be free of significant defects in workmanship and materials for a period of one (1) year. The warranty shall commence on the date of completion, but will not be enforceable, unless payment is made in the full amount of the executed contract, including change orders and late payment fees (if applicable). **Cracking in court surface is not warranted.**

**6. BUILDING REQUIREMENTS.** The Owner shall provide access to the site for tractor-trailers and other vehicles with a weight in excess of twenty tons and provide an area adjacent to the site for storing and preparing materials. The Contractor shall exercise reasonable care in utilizing the access and storage areas but cannot be responsible for damage caused by normal construction operations (for example, damage to sod, landscaping, sprinkler lines, pavement, etc.).

The Owner shall also be responsible for providing an adequate POTABLE water and electric supply for the mixing of materials prior to commencement of construction. The water supply must be **within 50 feet** of each court.

The Owner shall notify, locate, and mark for the Contractor, prior to construction, any water, sewer, electrical or other conduits, which are located at the court beneath the ground surface or otherwise obstructed from view, and in the absence of such notice, the Contractor shall not be held liable for any damages to conduits during the course of construction.

**7. BINDING CONTRACT:** This agreement and all of its terms and conditions shall be binding upon the parties to this agreement and upon the personal representatives, executors, administrators, heirs, and successors assigns of either party.

**8. ATTORNEY'S FEES; COSTS OF COLLECTION; VENUE:** In the event that a dispute arises out of this agreement, and a civil action is brought by either party to resolve the dispute, then, in such event, the prevailing party, as determined by the court hearing the matter, shall be entitled to recover its court costs, including reasonable attorney's fees, from the non-prevailing party. In the event that any sums invoiced by Contractor under this agreement are not paid when due, and suit is brought to enforce this agreement or to recover payment of any balance due and owing by Owner under this agreement, Contractor shall be entitled to recover its costs of collection, including reasonable attorney's fees, regardless of whether suit is brought or not. Any action to enforce this contract or any action arising from this contract (which does not include an action to enforce a construction lien under Chapter 713 of the Florida Statutes) shall be brought only in a court of competent jurisdiction in Hillsborough County, Florida.

**9. TIME FOR ACCEPTANCE OF PROPOSAL:** This proposal set forth herein shall be valid for only 30 days from the date of this proposal, and must be accepted within such time, unless the Contractor agrees in writing to extend the time for acceptance. Acceptance of this proposal by the Owner shall give rise to a binding and enforceable contract.

**10. ENTIRE AGREEMENT/CHANGES TO AGREEMENT:** This proposal, once accepted by Owner, sets forth the entire agreement between the parties, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between the parties prior to acceptance and signing of this proposal/agreement by Owner are deemed to have merged into this agreement. This agreement may *not* be modified or amended, except in writing, which is signed by all parties to this agreement. If the Owner of the property upon which the work is to be performed are husband and wife, residing together, the signature of one spouse shall be binding upon the other, and the signing owner/spouse shall be deemed to have been given the actual authority to bind upon Welch Tennis Courts, Inc. unless and until it is first counter-signed by an authorized officer of Welch Tennis Courts, Inc.

**SALES REPRESENTATIVE**

Bill King, (813) 816-9481

ACCEPTED BY:

\$ \_\_\_\_\_  
Total Contract Price (Including  
Options)

\_\_\_\_\_ (OWNER)

DATE: \_\_\_\_\_

\_\_\_\_\_  
Type/Print Name & Title

Accepted and Approved By:  
WELCH TENNIS COURTS, INC.

\_\_\_\_\_  
George Todd, Jr., President

DATE: \_\_\_\_\_

**ADDENDUM #1**

This addendum shall become part of the contract documents and shall supersede any verbal or written agreements between Welch Tennis Courts, Inc. and the Owner. Modification of this addendum shall only occur by an executed change order.

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**Project Information Sheet**

Customer Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Primary Contact:

Accts Payable Contact:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Number: \_\_\_\_\_

Number: \_\_\_\_\_

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

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

\*\*\*\*\*

Color Selection:	Green	Black	N/A	Other
Lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Fencing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cabana Frames	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cabana Canvas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Net Posts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Windscreens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____

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***Hard Court Contracts Only***

**Deco Colors:**

**Exterior Color**

**Interior Color**

**Pickleball Line Color**

- Light Blue
- Dark Blue
- Light Green
- Medium Green
- Dark Green
- Gray
- Red
- Adobe Tan\*
- Tour Purple\*

- Light Blue
- Dark Blue
- Light Green
- Medium Green
- Dark Green
- Gray
- Red
- Adobe Tan\*
- Tour Purple\*

- Black
- Blue
- Green
- Orange
- Red
- White
- Yellow

\*Premium Court Color Additional Charges Apply

By signing below the Owner is authorizing Welch Tennis Courts, Inc. to proceed with the selections above and that all information is accurate and true.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

# Pickleball Court Comparison Sheet

<b>Vendor</b>	<b>Price</b>	<b>Permit Work by vendor</b>	<b>Permit Price Included</b>	<b>Warranty</b>	<b>Warranty Term</b>
Sports Construction	\$80,488.78	YES	yes	YES	1 YEAR
Mor Sports Group	\$63,093.50	NO	NO	YES	1 YEAR
Welch	\$54,950.00	YES	yes	YES	1 year
Alto	\$86,480.96	NO	NO	YES	1 YEAR
Florida courts	\$21,500	NO	NO	YES	1 year

# Lake Bernadette Stats

## October/November 2022

Oct 10, 2022 10 Speed, 2 No Ins., 2 Stop Sign

Oct 18, 2022 6 Speed, 3 No Ins., 1 Exp. DL., 4 Stop Sign

Oct 25, 2022 8 Speed, 1 No Reg., 1 No Ins.

Oct 26, 2022 6 Speed, 1 No Ins., 1 Exp. Tag, 1 No Pass Zone

Oct 28, 2022 2 Speed, 1 Seatbelt, 1 No Ins., 1 No Reg.

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Nov 7, 2022 5 Speed, 4 Stop Sign

Nov 17, 2022 8 Speed, 6 Stop Sign, 2 No Reg., 1 Exp. Tag

### Totals for October/November 2022

Speed 45                      Stop Sign 16

No Ins. 7                      Exp. DL. 1

Exp. Tag 2                      No Pass Zone 1

Seatbelt 1                      No Reg. 4

**Grand Total: 77**