

LAKE BERNADETTE COMMUNITY DEVELOPMENT DISTRICT

Board of Supervisors

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

Staff:

Mark Vega, District Manager
Scott Steady, Esquire, District Counsel
Tonja Stewart, District Engineer
Dan Nesselt, Operations Manager

REGULAR MEETING AGENDA Tuesday, October 28, 2025 – 6:00 p.m.

- 1. Call to Order and Roll Call**
- 2. Motion to Approve the agenda**
- 3. Audience Comments – Three- (3) Minute Time Limit**
- 4. Staff Reports**
 - A. Aquatics ReportPage 2
 - B. Attorney’s Report
 - C. Engineer’s Report
 - D. Operations Manager’s ReportPage 13
 - i. FHP StatsPage 14
 - ii. Consideration of Deck Clean, Patch & Stain/Seal Proposal – The Pool WorksPage 15
 - iii. Consideration of Pentair Whisperflo Pump Proposal – Triangle Pool Service.....Page 23
 - iv. Consideration of Pool Deck Stabilization.....Page 24
 - E. District Manager’s Report
- 5. Business Administration**
 - A. Consideration of Minutes for September 23, 2025, Regular Meeting Page 38
 - B. Acceptance of the Financial Report as of September 2025 Page 40
 - C. Ratification of FY 2026 Goals and Objectives Page 57
- 6. Supervisor Requests**
- 7. Adjournment**

The next meeting is scheduled for Tuesday, December 2, 2025, at 6:00 p.m.



Lake Bernadette CDD Waterway Inspection Report

Reason for Inspection: Scheduled-recurring

Inspection Date: 2025-10-03

Prepared for:

District Manager
Inframark

Prepared by:

Wesley Chapel Field Office
[SOLITUDELAKEMANAGEMENT.COM](https://www.solitudelakemanagement.com)
888.480.LAKE (5253)

TABLE OF CONTENTS

	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 WA-9	9
MANAGEMENT/COMMENTS SUMMARY	9, 10
SITE MAP	11

Site: 13

Comments:

Site looks good

A small amount of herbicide will get rid of any new invasive weed growth around the water flow structure.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



September 2025



October 2025

Site: 16

Comments:

Site looks good

The grasses on the back side of the pond have been targeted near the shoreline. The beneficial plants are still doing well.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



September 2025



October 2025

Site: 17

Comments:

Site looks good

Site had some algae last week and it has cleared up with only a small amount remaining in the corner of the pond. Another algaecide application will clear it up.

Action Required:

Routine maintenance next visit

Target:

Surface algae



September 2025



October 2025

Site: 18

Comments:

Normal growth observed
Another algaecide application
will be needed for best control of
this site.

Action Required:

Routine maintenance next visit

Target:

Surface algae



September 2025



October 2025

Site: 20

Comments:

No longer service pond 20

Action Required:

Target:

Site: 21

Comments:

Site looks good
No issues to note at this time. The
culvert is clear from all debris.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



September 2025



October 2025

Site: 22

Comments:

Site looks good

We will continue clearing any new invasive weed growth from this area for water to easily flow to the outflow structure.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



September 2025



October 2025

Site: 30

Comments:

Site looks good

An herbicide application will be needed for shoreline grasses to keep it looking its best.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



September 2025



October 2025

Site: 30A

Comments:

Site looks good

The weeds have been targeted on the side of the pond under the trees. It seems as though someone targeted the overgrown grasses along the side of the pond. This

Action Required:

Routine maintenance next visit

Target:

Species non-specific



September 2025



October 2025

Site: 32

Comments:

Site looks good

The grasses along the perimeter of the pond are looking much better. No other issues to note at this time.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



September 2025



October 2025

Site: 33

Comments:

Normal growth observed

Water levels have gone down and a small amount of algae still remain. An algaecide application will control the growth.

Action Required:

Routine maintenance next visit

Target:

Surface algae



September 2025



October 2025

Site: 34

Comments:

Site looks good

A small amount of planktonic algae is still in some areas of this pond and a small amount of algaecide will clear it up.

Action Required:

Routine maintenance next visit

Target:

Planktonic algae



September 2025



October 2025

Site: 35

Comments:

Site looks good

An herbicide application to the shoreline weeds will keep this site looking its best.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



September 2025



October 2025

Site: 45A

Comments:

Site looks good

Water levels are still low but the beneficial plants are looking great. No other issues to note at this time.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



September 2025



October 2025

Site: 45B

Comments:

Site looks good

Site is doing well with no issues to note at this time.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



September 2025



October 2025

Site: 46A

Comments:

Site looks good

Site is doing great with all invasive weeds cleared away from the water and culvert.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



September 2025



October 2025

Site: 46B

Comments:

Site looks good

Site has a small amount of planktonic algae and an algaecide application will keep it under control.

Action Required:

Routine maintenance next visit

Target:

Planktonic algae



September 2025



October 2025

Site: 47

Comments:

Site looks good

A little planktonic algae has started growing on the surface of the water. Algaecide will be needed for best control.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



September 2025



October 2025

Site: WA-9**Comments:**

Site looks good

Site is doing well from previous applications. The invasive weeds are starting to wilt away.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



September 2025



October 2025

Management Summary

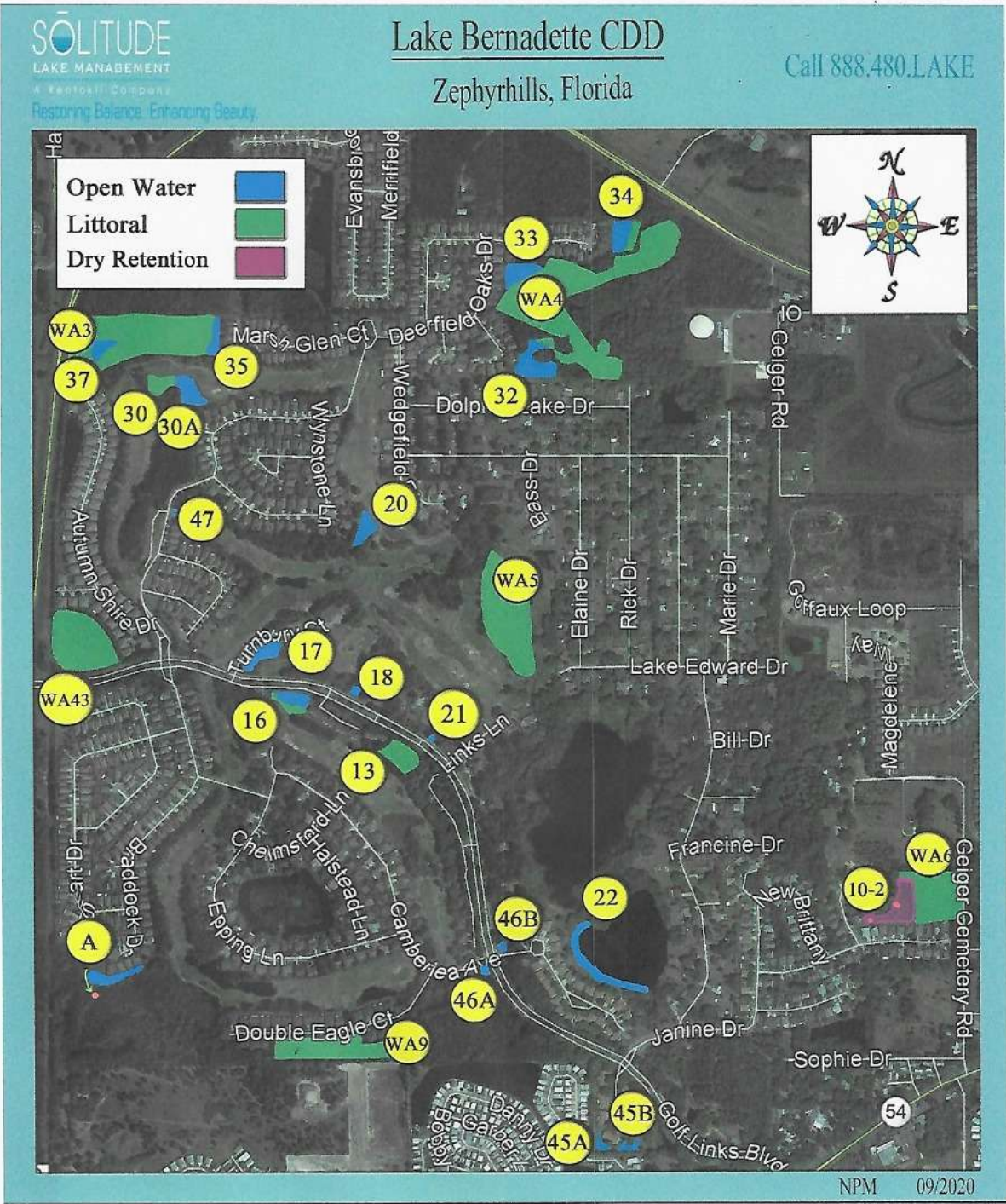
The pond water levels have dropped in all of the ponds. This exposes more surface area of the ponds which can cause more room for invasive weeds to grow. We will make it a priority to target these weeds to keep the waterways clear and for water to flow freely. Site 30, 30A, and 16 has undergone an application by someone to try and get rid of the taller grasses growing next to the pond. I wouldn't recommend using an herbicide to this area since it can cause erosion over time. The landscapers should mow and weed wack this area for a healthy shoreline.

Treatments have been working great, some of the trouble sites that have had follow up treatments have been simply for the longevity of clean water and keeping any algae or submersed weeds at bay.

Feel free to reach out with any questions or concerns.

Thank you for choosing SOLitude Lake Management!

Site	Comments	Target	Action Required
13	Site looks good	Shoreline weeds	Routine maintenance next visit
16	Site looks good	Shoreline weeds	Routine maintenance next visit
17	Site looks good	Surface algae	Routine maintenance next visit
18	Normal growth observed	Surface algae	Routine maintenance next visit
20			
21	Site looks good	Species non-specific	Routine maintenance next visit
22	Site looks good	Species non-specific	Routine maintenance next visit
30	Site looks good	Species non-specific	Routine maintenance next visit
30A	Site looks good	Species non-specific	Routine maintenance next visit
32	Site looks good	Species non-specific	Routine maintenance next visit
33	Normal growth observed	Surface algae	Routine maintenance next visit
34	Site looks good	Planktonic algae	Routine maintenance next visit
35	Site looks good	Shoreline weeds	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	Shoreline weeds	Routine maintenance next visit
46B	Site looks good	Planktonic algae	Routine maintenance next visit
47	Site looks good	Species non-specific	Routine maintenance next visit
WA-9	Site looks good	Shoreline weeds	Routine maintenance next visit



October 28th 2025

Upcoming Events:

1. Got Lobstah 10/18 3-6pm
2. Cdd meeting 10/28 6pm
3. AARP class 4th 9:30-4pm
4. Yard Sale 10/11 8-2pm
5. Book Club 10/28 1pm

Upcoming Projects:

1. Duke energy street light replacement starts Nov 10th
2. Pool deck proposals, deck settling proposals provided
3. tree pruning behind main pool deck/east end of cabana deck) November
4. 12 pieces of patio furniture being sent out for paint / straps) November
- 6 . Proposals for Basketball court/ Tennis court resurfacing) November

Completed projects/ tasks

1. 4 cabana pool tables sanded and re-stained
2. 6 new renters
3. 11 access cards updated
4. 7 access cards replaced
5. Repaired a plumbing leak men's bath cabana
6. Cleaned the gutters clubhouse
7. Water main leak along Golf Links Blvd repaired (Yellowstone)
8. New manual soap dispenser's being added as needed when current sensors go bad on existing soap sensors
9. 4 New swings set installed at playground
10. New cable installed on leg curl
11. Media room table casters replaced
12. Two new cameras installed at tennis/playground courts (Complete it/Reese electric
13. New batteries installed in all soap dispensers

September's FHP Stats :

9/11

Speed warning 2

9/22

Speed warning 1

9/24

Speed warning 2

9/25

Speed 2

Speed warning 2



State of Florida Pool Contractor, License # CPC1457968

Custom Proposal Prepared For

Lake Bernadette

By

The Pool Works of Florida
September 29, 2025



Commercial Pool Construction, Renovation & Innovation

The Pool Works of Florida, Inc.
9191 130th Avenue North | Largo, FL 33773
Phone 727.938.8389 | Fax 727.938.5594 | www.thepoolworks.com



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Company Profile

The Pool Works is a fully licensed and insured specializing in commercial pool construction, renovation and innovation. We've been in business since 1996. Donald Ball Sr., President & CEO is the State of Florida License holder for the company and has been in the industry since 1986. Our Company has a commitment to quality with every project and we are extremely proud of our reputation. A list of completed projects has been included with your proposal for your review. There are a number of quality companies in our area that we enjoy competing with every day. Unfortunately, there are an equal number of undesirable companies as well.

The Pool Works is one of the industry's finest pool renovation specialists. We continue to be recognized for our quality craftsmanship and design specialties. Customers choose us when they want a partner that offers excellence in quality workmanship, utilizing the best materials available. Our team is staffed with the top consultative experts, tradesmen and support staff, ensuring that your project is safe and professional from start to finish.



Construction | Renovation | Repairs & Service | Pool Furniture

The following resources are available to verify licensing and business practices.

Better Business Bureau



www.bbbwestflorida.org
727-535-5522

Pinellas County Construction Licensing Board



www.pcclb.com
727-536-4720

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State of Florida Pool Contractor, License # CPC1457968

Deck Clean, Patch & Stain/Seal Proposal

Submitted To: Lake Bernadette

Date: September 29, 2025

Work to be performed at: 5410 Golf Links Blvd. | Zephyrhills, FL 33541

Contact: Dan Nessel | info@lakebernadette.org | 813.788.7690

We hereby submit specifications and estimates for repair. We agree to furnish materials and labor to complete renovation. All work to be completed in compliance with attached specifications.

Deck Size: 3,994 Sq Ft, which includes steps to main back double doors and off to deck, ramp to right breezeway, elevated covered lanai, breezeway in front of left gate, ramp to right breezeway, right breezeway, left breezeway.

- Pressure wash deck at 3500 psi.
- Acid etch surface to clean.
- Bleach deck as needed to kill mildew.
- Seal all cracks on deck with polyurethane crack sealer.
- Patch deck as needed with modified cement patch.
- Apply "DYCO TUFF DECK" deck sealer to entire deck area.
- This stain/sealer is designed specifically for pool decks.
- Non-skid additive in sealer for slip-resistant finish.

The existing cracks will over time reappear, as there is no permanent repair.



Standard Colors (It's best to make your choice with an onsite visit)



Colors may vary due to lighting, substrate and product used.

JOB TOTAL

\$19,970.00

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Services

Deco Drain Installation

Total \$9,960.00

- Remove existing 123 linear ft of 2" deco drain that runs along the retaining wall
- 246 linear ft of bubbling, flaking substrate scattered along the drain ranging from 2" to 3" in width. Grind down and patch area.
- Install new 3" deco drain

Notes:

- Deck & Drain now sit lower than retaining wall that runs along the drain and will not be level with the wall.
- Area beneath the existing drain is separating between the retaining wall and deck, and the drain has been installed over the expansion joint. We were able to drop a tape measure down and measure voids 12" to 16" deep. There are potential large(r) voids that we cannot account for how deep they go or the overall size until the drain is removed.
- We have notified Lake Bernadette of the retaining wall and pool deck no longer being in alignment.
- This proposal does not include or account for any voids or work that needs to be done to fix them.

Patch & Repair Deck Cracks

Concrete stained pool deck substrate patch and repair

1. 7 linear ft of bubbling substrate in front of double doors. Majority of area is approximately 4" wide, but gets up to 7" wide in some areas.
2. 5 linear ft of bubbling substrate left of the pool between 3ft depth marker tile and ramp. Ranges from 2" to 7" wide.
3. 6 linear ft of bubbling substrate left of handicap lift and 3 ½ ft tile. Ranging 2" to 5" wide.
4. 13 linear ft of bubbling substrate left of handicap lift. Ranging 4" to 8" wide.
5. 5 linear ft of bubbling substrate left of handicap lift and 4ft tile. Ranging 3" to 4" wide.
6. 7 linear ft of bubbling substrate under pool rail left of pool deck. Ranging 2" to 10" wide with a 17" diameter circle.
7. 7 linear ft of bubbling substrate along expansion joint right of pool rail ladder. From pool to drain.
8. 7 linear ft of bubbling substrate right of no diving tile. Zig-zagging and branching out from pool drain.
9. 6 linear ft bubbling substrate from pool to drain right of area #8.
10. 7 linear ft of bubbling substrate from pool to drain. Right of area #9 near 5ft tile.
11. 7 linear ft of bubbling substrate from pool to tile right of area number 10.
12. 5 linear ft of bubbling substrate from pool to expansion joint making a curve between no dive tile and 5ft tile right of area #7.
13. 9 linear ft of bubbling substrate from pool to drain right of no dive tile and right of area #12.
14. 7 linear ft of bubbling substrate from drain to expansion joint. 7ft away from far right corner of pool deck where deco drains makes an angle. Right of #13.

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15. (2) 2' areas of bubbling substrate between vinyl deck and drain on far right side.
16. 6 linear ft of bubbling substrate, right of pool. From pool to drain.
17. (1) 16" diameter and (1) 10" diameter areas of bubbling substrate under ladder rails right if pool.
18. 3 linear ft of bubbling substrate from ladder rail to drain right of pool.
19. 6 linear ft of bubbling substrate from pool to drain. Right of pool. In front of ladder.
20. 29 linear ft of bubbling substrate branching in different direction at 5ft tile branching towards utilities.
21. 6 linear ft of bubbling substrate in front of gate to utilities.
22. 47 linear ft of bubbling substrate in front of pool branching out in multiple directions from 3ft tile, past 2nd No Dive tile to the right.
23. 18" x 13" area of bubbling substrate between the covered lanai and deco drain.
24. 13 linear ft of cracked concrete to patch under the second table of covered lanai.
25. 5 linear ft of bubbling substrate right of steps to double doors.
26. 9 linear ft of bubbling substrate and flaking substrate top of ramp.
27. 10 linear ft of bubbling substrate on patched area behind left gate.
28. 6 rail posts with bubbling substrate, 8" around each of 6 posts outside left gate.
29. 5 rail posts with bubbling substrate inside gate. Each 8" round.
30. 6 linear ft of bubbling, flaking substrate where left front concrete walkway meets front breezeway.

Notes:

- Re-texture is included in areas 1-30, as stated above.
- The deck has been previously patched in cracking areas. Many of the areas of bubbling substrate are located on the old patched areas. The above areas will be ground down due to bubbling.

Total \$2,135.00

Project Total \$ 32,065.00

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State of Florida Pool Contractor, License # CPC1457968

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

Submitted To: Lake Bernadette

Date: September 29, 2025

Deck Clean, Patch & Stain/Seal

1. Payment schedule as follows:

50% due at contract signing.	\$ 16,032.50
50% due within 7 days of completion.	\$ 16,032.50
2. Balance to be paid in full upon satisfactory completion of work.
3. Unpaid balance will incur service charges to the maximum extent allowable by law, as well as, any cost (s) of collections and attorney fees. Any and all disputes that arise during or after execution of this contract will be settled solely by the FSPA binding arbitration process. Failure to make timely progress payments could result in delays of the project.
4. Any alterations or deviation from the enclosed specifications involving extra costs will only be executed upon written order, and will become an extra charge over and above this contract.
5. **PRICING GOOD FOR 30 DAYS UNLESS SIGNED AND ACCEPTED.**
6. All work to be in compliance with the Florida Building Code and the County Health Department.
7. Projects won't begin without a deposit received 60 days prior to the start date.

ACCEPTANCE

The prices, specification, terms and conditions contained in this bid package are hereby accepted. We authorize the renovation project to be done.

Signature _____ Date _____

Signature _____ Date _____

NOTE: The pricing for this proposal may increase due to the ongoing cost increases for materials.

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commercial construction

For nearly two decades we have developed a commercial portfolio with a wide range of solutions for new construction projects. We partner with manufacturers that share the same philosophy of supplying the best product and standing behind it.

Pools, Spas, Decks, Filtration Systems, Heating Solutions, Pavers, Splash Pads, Water Features, Custom-Cast Coping, Equipment Paks

renovation

With a full line of renovation services, we'll review the status of your commercial environment and explore the options. Whether a simple renovation or scalable upgrades, we'll discuss changes to ensure compliance according to the Florida Administrative Codes.

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- Deck Resurfacing, Paver Installations
- Custom-Cast Coping, Water Features, Splash Pads
- Heating Solutions, Salt Chlorination Systems
- LED Lighting Solutions, Health Department Code Upgrades

pool & spa finishes

With nearly twenty years of hands on industry experience, we can say that we work with the best manufacturer of commercial pool and spa finishes. We have been a partner with CL Industries for nearly 17 years. Their finishes come with a 10 year warranty, however due to our expertise they allow us to offer an exclusive Extended 10 Year Warranty.

Hydrazzo Pool & Spa Finishes

A silky smooth texture, combined with the proven durability of exposed aggregates.



repairs

The Pool Works has experienced teams prepared to address a wide range of challenges that may occur throughout the life of your commercial environment.

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- Repairs as a result of a Health Department Inspection

service

Pools and Spas are complex and technical structures. If you add in the moving water, chemicals and swimmers using the facilities it takes its toll. A well planned maintenance program and procedures will extend the life of your pool, spa and deck.

- Pool, Spa, Equipment, Deck Evaluations, Equipment Maintenance
- Restoring Proper Paver Elevations, Deck Repair and Sealing, Coping and Tile Repair
- Paver Cleaning and Sealing, Health Department Inspection Report Review, Consultation Services

energy efficient solutions

We offer award winning products by industry innovators and leaders that are energy efficient, eco-friendly – saving you a lot of money.

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- **LED Pool & Spa Lighting** reduces energy consumption up to 89%
- **Heating** - Air Source Heat Pumps can save you up to 75%
- **Salt Systems** save you 75-80% over standard chlorine solutions



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We'll match a competitor's price on any exact project scope.

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Servicing Greater Tampa Bay's Commercial Properties



The Pool Works is your one-stop resource for commercial pool furniture. We represent the leading American manufacturers in the industry. This brings diversity in design and style, while delivering on quality and performance.

Whether you are looking for something simple or resort-style elements, we have it all. Our prices can't be beat...let us quote your next project!

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Call Dawn Shanley 727.938.8389

Email Requests: dshanley@thepoolworks.com



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- Re-Strap
- Powder Coat
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ESTIMATE

Triangle Pool Service
12801 Belcher Rd S
Largo, FL 33773

billing@triangle-pool.com
+1 (727) 531-0473
www.triangle-pool.com



Bill to
LAKE BERNADETTE CDD
RE: 5410 GOLF LINKS BLVD
210 NORTH UNIVERSITY DR. #702
CORAL SPRINGS, FL 33071

Ship to
LAKE BERNADETTE CDD
5410 GOLF LINKS BLVD
ZEPHYRHILLS, FL 33541

Estimate details

Estimate no.: 006441600-43
Estimate date: 10/09/2025
Expiration date: 11/09/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		WHISPERFLO XF VS 5HP PUMP	PENTAIR WHISPERFLO XF VS 5HP PUMP. THIS IS VARIABLE SPEED PUMP WHICH CAN BE TURNED DOWN SOME IF GPM IS OVER WHAT IS NEEDED WHICH WILL SAVE ON ELECTRICITY COSTS. THIS IS TO REPLACE YOUR MAIN POOL PUMP	1	\$5,100.00	\$5,100.00
2.		MISC PVC & NUTS & BOLTS	MISC PVC AND FITTINGS	1	\$100.00	\$100.00
3.		SERVICE-LABOR	SERVICE CALL / LABOR	4	\$175.00	\$700.00
4.			** 2 YEAR MANUFACTURER'S WARRANTY ON THIS PUMP **			
Total						\$5,900.00
					Expiry date	11/09/2025

Accepted date

Accepted by



ESTIMATE

Prepared for:

Lake Bernadette CDD Dan
5410 Golf Links Blvd
Zephyrhills, FL 33541
info@lakebernadette.org
(727) 919-4822

October 20, 2025**No. 2921**

Camrock Foundations
2514 Land O Lakes Blvd, Land O Lakes, FL 34639
P: (813) 697-1900 | Info@CamrockFoundations.com
www.camrockfoundations.com

Scope of Work**Total****Pool Deck Stabilization****\$6,800.00**

Slab injections in the affected areas of the pool deck. We will drill holes roughly every 4-5 feet on center throughout affected area of pool deck. We will then pump our two-part polyurethane material. The intent is to fill any voids and densify soils. This will help bring additional stability to the pool deck to protect against future settlement.

The affected area of the pool deck will be shown in the photos, but it is completely the backside of the pool wrapping around on each side.

Gutter Drainage System**\$1,250.00**

The intent of the drainage system is to move water from the catch basins and revert it to lower elevation and to be released out of the release basins.

We will be redirecting two lines, one on each side of the pool deck. The one on the right hand side we will need to bring in some dirt to help bring up the elevation before setting our couch basin underneath the gutter. The drain line on the left-hand side will need to be routed underground and be ran out to the swamp area to release the water.

- Professionally connecting each catch basin to a 4" drainage line.
- Running piping underground to direct water safely away from your foundation.
- Routing the system to a lower-elevation discharge point for optimal water flow.
- Ensuring proper slope for maximum efficiency and long-term performance.
- Backfilling and compacting soil to restore landscape.

Benefits of This Upgrade:

- Protects foundation and landscaping from erosion and water pooling.
- Helps prevent foundation moisture issues.
- Includes: All pipe, fittings, adapters, excavation, installation and cleanup.

Foundation Soil Stabilization (two-part polyurethane grout)**\$3,750.00**

There are two corners of the pool wall that are settling and structurally cracking. You have to look under the back deck to see the separation which we show in the photos. We can stabilize the soils with two part polyurethane, but using a deeper injection method.

We will drive rods under the pool wall foundation from depths between 3ft-5ft. We will then pump our two-part polyurethane material to densify soils. This process ultimately increases the loadbearing capacity of the soil.

Scope of Work	Total
Fill Dirt We will fill in the voids underneath the deck after we do the polyurethane process, and we will also bring up the elevation underneath the gutters as needed. We will bring 2 yards of dirt @\$65 per yard	\$130.00
Crack sealed on back wall so water can't continue to leak out of wall	
	Grand Total: \$11,930.00

ACCEPTANCE OF CONTRACT AND ACKNOWLEDGMENTS

We want to make this "Contract" (meaning this document and any attached exhibits) clear and simple with as little legal mumbo jumbo as possible. So here goes:

When We say "You" or "Your" we mean the customer signing this Contract, and You agree that You're authorized to do so.

"We" (also "Us" "Our") are Camrock Foundations, the company performing the services outlined in this Contract (aka the "Work").

This is a fixed price Contract, meaning that We won't charge you for overages for performing the Work. If You want Us to perform additional work or change the Work We agreed to perform under this Contract, You agree to sign a Change Order reflecting that new or additional work.

By signing this Contract, You are confirming that You have reviewed the terms of this Contract (the whole thing), You understand the Contract, and You agree to be bound by the terms of the Contract. With no further ado, here's what You're agreeing to:

General Disclaimer:

You understand that **attempted lifts are not guaranteed**. Our primary goal in providing services is to stabilize Your structure. We will perform all services to the best of Our ability under the circumstances, but We have the right to decline to lift the structure based on Our professional judgment should We determine that performance of the lift would result in additional damages to Your Property.

CUSTOMER AND CONTRACTOR RESPONSIBILITIES

Customer (That's You!) Responsibilities | You agree to do everything that is listed below. If You don't do these things, You understand that We may not be able to perform the Work, and that You can't hold us liable for anything that happens as a direct or indirect result of You not doing them.

Before the Work Starts:

- You will inform Us of the existence and, to the extent You know, specific location of any private utilities that We wouldn't be able to identify through a public utility locate (aka propane lines, private electric, etc.).
- You will ensure We have a work area clear of any obstacles (furniture, vehicles, etc.) that may prevent Us from being able to perform the Work.
- You will notify us of any septic drain fields or other underground drains that may be impacted by the Work. You agree to release Us from any liability for damages to those areas caused by the Work.

During Performance of the Work:

- You will provide Us with access to water (standard outside hose spigot) and power (standard 110 outlet).

Contractor (That's Us!) Responsibilities | We agree to do the following things as part of the Work under this Contract:

- We will complete all Work in a workmanlike manner pursuant to the standard practices of the industry.
- We will be available to address any questions or concerns You might have relating to the Work or the Contract.
- We will contact utility locates and mark all public utility lines.
- We really hope it doesn't happen, but if any of Your irrigation lines are damaged as a result of Our performance of the Work, We will repair the irrigation lines at no cost to You.
- Upon completion of the Work, We will provide You with a copy of the warranty applicable to the services We're performing for You under this Contract.

TERMS AND CONDITIONS: (aka the mumbo jumbo). You expressly acknowledge and agree to the following Terms and Conditions:

1. Payment: You will make payment in full within 30 days following completion of Our Work under the Contract. You agree that if you don't pay Us for the Work, any payment 30 days or more past due will result in a service charge of 1.5% per month (18% per annum).

2. No Liability for Cosmetic Damages: You understand that cosmetic damages to the Property may occur as the result of the Work and You agree that is not Our responsibility. You release Us from any liability for cosmetic damages to the Property which occur during or after the performance of the Work. Potential cosmetic damages include but are not limited to cracking of stucco, chipped or cracking interior or exterior paint and/or drywall, and settlement of concrete or drywall.

3. Insurance: We will maintain insurance as set forth in Contractor's Certificate of Liability Insurance (and We will give You a copy of that upon request).

4. Cost and Changes to Work: This Contract is a fixed cost bid for the proposed services listed herein, and overages will not be charged to You for the Work. You and We will execute a change order in the event that You request any changes or additions to the Work.

5. Cancellation: This Contract may be cancelled if not accepted within 30 days.

6. Notice and Contractor's Right to Cure: You shall promptly report to Us, in writing, any problems with the Work. If the reported problem is Our responsibility, We will begin to repair/correct the problem within 14 days of receipt of written notice from You and will complete the repair/correction in a timely manner.

7. Limitation of Liability: IN NO EVENT SHALL WE BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, OR DAMAGE TO ANY PROPERTY NOT FURNISHED BY US.

8. Attorneys' Fees: Although nobody anticipates having to sue over this Contract, in the event of any dispute arising from or relating to this Contract between You and Us, including litigation, arbitration, or other dispute resolution procedure, the prevailing party shall be entitled to the recovery of reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, Customer and Contractor have caused their duly authorized representatives to execute this Contract:

X

Lake Bernadette CDD Dan

X

Company Authorized Signature



New PVC drain line from gutter under equipment out to swamp area



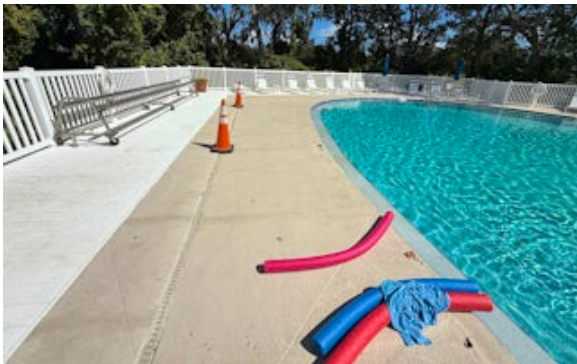
Soil Stabilized under wall and crack sealed



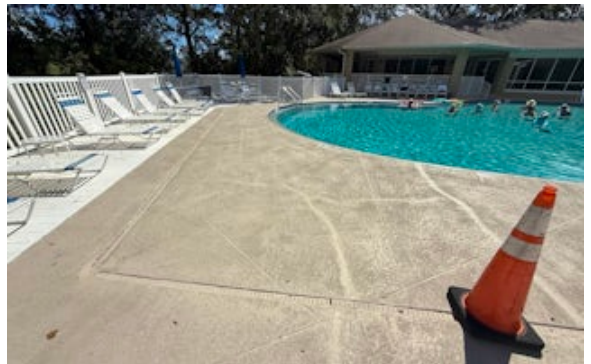
Soil stabilized under wall and crack sealed



Stabilization of pool deck



Stabilization of pool deck



Stabilization of pool deck



Stabilization of pool deck



Stabilization of pool deck



Bring in soil and mount catch basin underneath gutter and ran out to lower elevation



Catch basin under gutter next to deck



PVC connection on gutter by pool equipment



Pool Deck Stabilization



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2025

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

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

PRODUCER Brown & Brown Insurance Services, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412	CONTACT NAME: Phil O'Brien PHONE (A/C, No, Ext): (386) 361-4951 E-MAIL ADDRESS: phil.obrien@bbrown.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Kinsale Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 38920
INSURED Camrock Foundations, Inc. 2514 Land O Lakes Blvd Land O Lakes, FL 34639		

COVERAGES**CERTIFICATE NUMBER:** 25/26**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			0100238088-2	05/02/2025	05/02/2026	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ Excluded				
			PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Informational Purposes

CERTIFICATE HOLDER**CANCELLATION**

Camrock Foundations, Inc. 2514 Land O Lakes Blvd Land O Lakes, FL 34639	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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FLORIDA CONSTRUCTION LIEN LAW DISCLOSURE

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.



Geotech Proposal

Date

10-14-2025

Site Address

5410 Golf Links Boulevard, Zephyrhills, FL, FL 33541

Customer Details

Lake Bernadette Pool Deck - Att: Dan Nesselt

[8137887690](tel:8137887690)

info@lakebernadette.org

5410 Golf Links Boulevard

Zephyrhills, FL 33541

Project Consultant

Douglas Mullins

[8134345000](tel:8134345000)

douglas.mullins@heliconusa.com

Products Included

Concrete Repair

Slab Injection

Stabilize Slab with Attempt to Lift and Level

Subtotal \$34,447.33

Foundation Repair

Chemical Grout Injections in LF-20

Stabilization of Foundation

Subtotal \$5,928.00

Subtotal \$40,375.33

Discount Community Discount (-5%) -\$2,018.77

Total \$38,356.56

Payment

Deposit \$12,862.45

Balance \$25,494.11

Payment Terms:
Remaining balance to be paid in full on last day of installation

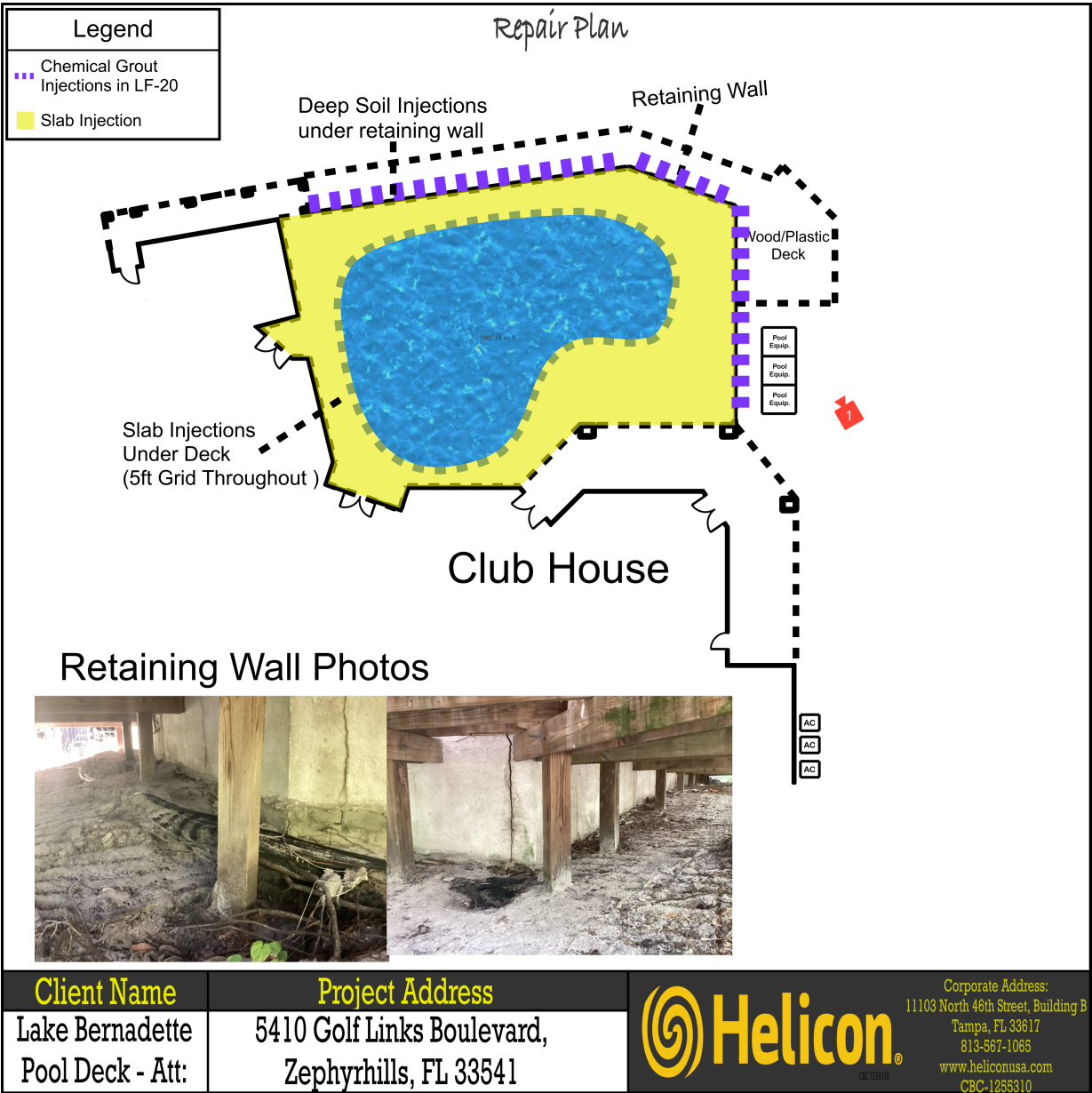
Customer Consent

This Contract, along with the Terms and Conditions, the Warranties form the contract (the "Contract") between the Customer and Helicon Foundation Repair Systems, Inc. dba Helicon (the "Contractor"). Balance to be paid in full to foreman on last day of install (Unless financed). Customer must be present on final day of install and final walk-through is to be performed with the job foreman.
Acceptance of Contract - The above prices, specifications, terms and conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached Terms and Conditions. Deposit due prior to mobilization, remaining balance due upon completion of project. Helicon reserves the right to cancel the contract at any time.

Customer Signature

Authorized Rep. Signature

Project Drawing



Installation Details

Description

Slab Injection

Install foam material indicated on job drawing. Helicon will inject directly under the slab to compress the top layer of soil while stabilizing the slab and potentially lifting it.

Chemical Grout Injections in LF-20

Inject AP-440 structural chemical grout material indicated on job drawing up to 10 feet in depth to stabilize the foundation.

Terms and Conditions

Services: Helicon Foundation Repair Systems, Inc. dba Helicon, license no. CBC1255310, is licensed by the Florida Department of Business and Professional Regulation. This Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate those problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Any drawing(s) attached to the Contract are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of Contractor in connection with the Work. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to property, unforeseen conditions, etc. Helicon cannot and does not provide a date certain by which the Work will be complete. Helicon shall not be responsible for Schedule delays due to acts of God, strikes, lockouts, material shortages, fire, storm, theft, vandalism, or other causes beyond Helicon's control. In no event shall Helicon be liable to Customer for any damages for delay or loss of use. The Work will be completed in a workmanlike manner according to the standard practices of the industry, and Contractor will comply with local permitting, inspection, and zoning requirements.

If Lift is Desired: Customer acknowledges that Contractor will attempt to lift, and that lift is likely, but lift is not guaranteed. The customer must be present throughout the actual lifting, or straightening process, to consult with our Foreman. The Foreman will be able to provide a timeline on when the lifting process will occur to ensure the customer will be available. Helicon cannot guarantee structures, concrete, walls or floors to be perfectly level or plumb. Generally, the Contractor can lift or straighten any structure to be level or plumb; however, this may result in damage to the building, patio and/or pool finishes (interior or exterior). As such, the customer shall be solely responsible to dictate to the Helicon crew how far to manipulate any structure or support toward level or plumb and is, therefore, Customer is also responsible for any resultant damages. Helicon will endeavor to advise the customer in advance if the degree of manipulation requested is compromising the structure or finishes of the building; however, it may not always be possible to foresee or to predict exactly how it may be affected. If the customer is not present and they would like to have the Contractor re-attempt any lifting, an additional mobilization fee of \$300 will be charged.

Customer's Responsibility:

A. Cosmetic Repairs: Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any resetting and releveling of pavers, broken pavers, finished carpentry, pool coping/pool tiles, painting, paneling, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, decorative concrete, stained surfaces, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract.

B. Landscaping: When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeding, and resodding that may be necessary after Contractor has completed the Work.

C. On-Site Meetings: Customer shall meet with Contractor on-site before the Work begins and shall meet with Contractor on-site when the Work is completed and ready for inspection such that Contractor can explain the Work and finalize payment by Customer. **Customer shall be responsible for being present on-site during any attempts to lift any part of the structure and/or concrete pavement. If the customer is not present and they would like to have the Contractor re-attempt any lifting, an additional mobilization fee of \$300 will be charged.**

D. Removal and/or Replacement: Any associated fees/costs for the removal and/or replacement of personal contents and/or obstructions (including but not limited to) – furniture, appliances, cabinets, fixtures, floor coverings, HVAC, pool pumps, screen enclosures, low overhead clearances and pavers are not included in this proposal unless otherwise noted. This work should be performed by contractor(s) who specialize in these areas/ specialty trades.

E. Utilities: Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Miss Utility") to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, low voltage lighting wires, sprinkler system lines, security system wires, services to outbuildings and swimming pools, etc. Unless otherwise stated, Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Contract and problems with electrical connections are the responsibility of Customer.

F. Water Drainage: Customer agrees to maintain positive drainage away from the repaired area(s) which includes but is not limited to: keeping gutters clean and in good working order and directing downspouts a sufficient distance away from the repaired area(s).

G. Access and Personal Property: Customer shall provide access to the areas where the Work is to be performed and shall furnish utilities of electric and water at no cost to Contractor. Customer shall prepare such areas so that Contractor can begin work, including moving all items at least 10 feet away from areas where Work is to be performed or move items 4 feet away from the perimeter and adequately sealing off living space from work areas. Customer shall remove or protect personal property, inside and outside of the residence, including but not limited to carpets, rugs, shrubs and plants, and Contractor shall not be responsible for said items. In the event that the removals have not been completed by the scheduled start date for Work, Customer shall be assessed a re-mobilization fee of up to \$500. Contractor may offer, but is not required, to assist (i) in the preparation of the Work areas and/or (ii) in the removal and replacement of drywall, paneling, flooring, finish carpentry, wall coverings, or landscaping at a rate of \$40 per man hour.

H. Representations: Customer warrants that except as described in the request for service, all electrical, plumbing, HVAC, restoration, and handyman services located on the property are in good repair and condition and agrees to indemnify Contractor for any defective conditions that exist prior to or that occur after performance of the Work through no fault of Contractor. Customer is responsible for protecting the components that Contractor provides from future damage and shall follow all instructions provided in maintaining and protecting such components.

Change Order: Contractor reserves the right to amend the scope of the Work in order to best address the project and/or problems. Contractor reserves the right to substitute a product with an equivalent or superior product. Contractor reserves the right to request change orders for extra work required because of conditions unforeseen based on the original information obtained during the proposal stage. Any amendments to the Work, including without limitation, an addition to, deduction from, or other revision to the Work, the Schedule, or the Compensation, shall be in a written document signed by both parties herein ("Change Order"). The contractor is not required to make changes to Work unless pursuant to a prior written Change Order. All materials and labor previously furnished and executed will be paid by Customer.

Notice of Cancellation: Should you need to cancel or move your start date, please give at least 72-hour notice. You may CANCEL this transaction, without any penalty or obligation, if the request to cancel is more than 72 hours before 8am on the morning of the Work start date. If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within 10 BUSINESS DAYS following receipt by Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled. Any work performed prior to cancellation not limited to permitting and engineering fees would need to be paid in full. To cancel this transaction, email, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, to: Helicon Foundation Repair Systems, Inc. dba Helicon at 11103 N 46th Building B., Tampa, FL 33617 or info@heliconusa.com. If 72 hours before 8am on the morning of the start date this transaction has not been canceled, then the deposit will be non-refundable.

Acceptance of Contract: By signing the Contract, Customer acknowledges that he/she understands and accepts all terms, the Terms and Conditions and the Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature authorizes Contractor to perform the Work as specified in the Contract. The Contract may be withdrawn by Contractor if it is not accepted within thirty (30) days from the date of delivery.

Compensation: Customer agrees to pay Contractor compensation as set forth in the Contract. Payment must be made in full upon completion of the Work, and Customer acknowledges that the final invoice may include Change Orders approved by both Contractor and the Customer for any additional Work performed after the Effective Date of this Agreement. "Compensation" shall mean the funds to be paid by Customer to Contractor in consideration of Contractor's obligations under this Agreement or any approved Change Order. Failure by Customer to make payments when due shall constitute a breach of the Contract. A service fee of \$25 will be charged for each returned check, and interest at a rate of 1.5% per month shall be applied to any amounts owed by Customer to Contractor (both pre-judgment and post-judgment) if Customer fails to pay the amounts owed for the Work as agreed.

Notice and Contractor's Right to Cure: Customer shall promptly report, in writing, any problems with the Work to Contractor. Expenses incurred will be the sole responsibility of the customer if Helicon is denied the first opportunity to cure. If the problem with the Work is attributable to Contractor, Contractor will begin to repair/correct the problem within fourteen (14) days of receipt of written notice and shall complete the repair/correction in a reasonable time. The Customer must submit this notification in writing via e-mail and/or certified mail to 11103 N 46th St. Building B, Tampa, FL 33617. Helicon will always do its best to remedy any outstanding issues. Regardless of outcome, this does not relinquish the customer's obligation to make timely final payment.

Seawall Soil Stabilization: Customer acknowledges that Helicon's SWRP-1 Foam Injections are solely intended to provide strength and support to the problematic Soils by solidifying and stabilizing the Soils and for no other purpose whatsoever. For the avoidance of doubt, Helicon makes no representations or warranties that the SWRP-1 Foam Injection(s) will provide any structural support to the Seawall, or that the SWRP-1 Foam Injection(s) will lift pavers or any other material on top of the Soils. Customer further acknowledges that Helicon shall not be responsible for any damage, deficiencies, or defects (each, a "Defect" and collectively, the "Defects") in the Seawall, pavers, tiles, landscaping, or other improvements on the Property or adjacent property (collectively, the "Improvements"), whether such Defects are pre-existing or arise in the future, whether known or unknown, foreseeable or unforeseeable, or discoverable or undiscoverable. Customer expressly agrees that any claims, damages, losses, costs, or expenses arising from or related to any Defect (collectively, the "Claims"), whether incurred by Customer or a third party, shall be the sole responsibility of the Customer, and Customer hereby agrees to indemnify, defend, and hold Helicon harmless from and against any such Claims. Helicon hereby disclaims any and all warranties and guarantees, whether express or implied, related to the Seawall or any Improvements, and any warranties or guarantees provided by Helicon under this Agreement shall solely apply to the solidification and stabilization of the problematic Soils and shall not extend to the Seawall or any other Improvements.

Insurance: Contractor represents and warrants that it maintains insurance as set forth in the Contractor's Certificate of Liability Insurance, which can be made available upon request.

Disputes: The Contract shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules. Except for instances of failure to pay the full amount of the Contract, any claim, dispute, or other matter in controversy arising out of or related to this Contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in the place where the project is located, unless another location is mutually agreed upon, and judgment on the award rendered by the single arbitrator appointed to decide such proceeding may be entered in accordance with applicable law in any court having jurisdiction thereof. The fee schedule is listed on the AAA website at https://adr.org/sites/default/files/Construction_Arbitration_Fee_Schedule_0.pdf.

The arbitrator has the discretion and authority to award such remedies as may be available under applicable law. Each party shall be responsible for its own attorneys' fees for the arbitration.

If payment in full is not made when due, Contractor is entitled to proceed with litigation and may recover all expenses of collection, including attorneys' fees, court costs, court reporter fees, and expert witness fees, in such amount as the court may adjudge reasonable. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the rate of 1.5% per month. EACH PARTY TO THIS CONTRACT FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHTS TO TRIAL BY JURY FOR ANY CLAIM, DISPUTE, OR OTHER MATTER IN CONTROVERSY ARISING OUT OF OR RELATED TO THIS CONTRACT.

Attorneys' Fees: The prevailing party in any lawsuit, arbitration, appeal, bankruptcy, or other legal proceeding arising out of or related in any way to this Agreement shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs incurred in connection with said legal proceeding, including all reasonable attorneys' fees and costs incurred in attempting to collect any sum rendered against the other party under a judgment or award in the legal proceeding.

Governing Law; Venue: This Agreement shall be interpreted and governed by the laws of the State of Florida. Venue for any action that includes a claim to foreclose a construction lien shall be the County in which the property subject to the lien is located. Venue for any other litigation that is not subject to arbitration, whether initiated by the Customer or Helicon, shall lie exclusively in Hillsborough County, Florida, and the Customer hereby waives any and all rights it may otherwise have to the selection of venue.

Assignment: This Contract will be binding upon the parties hereto and their respective successors and assigns. This Contract is not assignable without the written consent of both parties.

Miscellaneous: This Contract constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Contract shall not be modified except in writing signed by both parties. The waiver by any party of a breach or the failure to enforce any provision of this Contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement. The validity, performance, and construction of this Contract shall be governed and interpreted in accordance with the law of the place where the project is located. If any term, condition, or provision of this Contract is found unenforceable by a court of law or equity, this Contract shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Contract.

Signatures: This Contract may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Contract may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages. The person signing below for Customer represents that he/she has authority to act on behalf of the owner(s) of the property described in the Contract. The "Effective Date" of this Agreement is the last date that either Customer or Helicon executes this Agreement.

Limitation of Liability: The total liability of Helicon, its directors, officers, shareholders, employees, agents, and affiliates for any conduct or Work related to or arising under this Agreement, whether in tort or contract, shall be limited to actual damages sustained by Customer, the total of which shall not exceed the total amount of payments made by Customer to Helicon under this Agreement, and such amount shall be the sole and exclusive remedy of Customer. In no event shall Helicon, its directors, officers, shareholders, employees, agents, or affiliates be liable for any additional damages, expenses, or costs, including direct, indirect, incidental, special, or consequential damages, or damages for loss of use, profits or revenue.

Indemnification: Customer shall indemnify, defend, and hold harmless Helicon, its officers, directors, agents, employees and representatives from and against all expenses (including reasonable attorneys' fees and expenses and court costs), losses, claims, demands, damages and judgments which arise or are alleged to arise from (i) Customer's breach of this Agreement or (ii) the negligent, willful or intentional misconduct, or dishonest acts or omissions of Customer or Customer's invitees or licensees.

Disclosures In accordance with Florida Statute, Section 713.015 we are providing the following notice for residential property owners:

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS AGREEMENT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

In accordance with Florida Statute, Section 489.1425 we are providing the following notice for residential property owners:

**FLORIDA HOMEOWNERS' CONSTRUCTION
RECOVERY FUND**

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Construction Industry Licensing Board
2601 Blair Stone Road
Tallahassee, Florida 32399
Telephone (850) 921-6593
Fax (850) 921-5450

In accordance with Florida Statute, Section 558.005 we are providing the following notice for residential and commercial property owners:

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

IN WITNESS WHEREOF, Customer and Contractor have caused their duly authorized representatives to execute this Contract as of the date first written above.

Warranties:

These Warranties are in effect only after the Work is completed and Customer has paid in full. If payment is not received, these Warranties are null and void. These Warranties are made in lieu of all other warranties, express or implied, and of all other obligations on the part of Contractor to Customer. There are no other oral or written warranties. There are no warranties which extend beyond the descriptions that appear below, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose. These Warranties are transferable to future owners of the structure on which the Work is completed. To transfer the warranties the new property owner(s) must notify Helicon of the transfer of title to property and provide Helicon with a copy of the original signed contract and warranty documentation, all within 30 calendar days of the transfer of the title to property. All warranty claims must be brought prior to the expiration of the applicable warranty period to be valid. Contractor does not warrant products not mentioned herein.

What will Helicon do to Correct Any Problems with Products and/or Workmanship?

To obtain service under this warranty, call Helicon's customer service department at 813-567-1065. Helicon reserves the right to investigate its work and/or remedy an issue(s) as it relates to the services/products that are warranted. If we determine that additional damage has occurred due to a material defect in the workmanship, Helicon will carry out additional repairs and/or replace products free of charge, not to exceed original cost of repairs completed by Helicon.

Definitions. The term "stabilize," as used in these Warranties, shall mean to make unlikely to give way or fail. The term "horizontal movement," as used in these Warranties shall mean bowing. The term "vertical movement," as used in these Warranties shall mean settlement.

Exclusions. THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: (a) any product or system that is altered in any way; (b) exterior waterproofing; (c) system damage caused by Customer's negligence, misuse, abuse, or alteration; (d) damage, issues, and conditions incidental to installation, including dust and dirt; (e) changes to wood framing system; (f) damage to personal property of any type; (g) unmarked utility line breakage; (h) private utilities and lines (e.g., sprinkler, plumbing, discharge lines, etc.); (i) damage caused by unforeseen conditions such as mold, asbestos, cast iron pipes or lead based paint; (j) removal and/or disposal of any hazardous materials; (k) failure or delay in performance or damage caused by acts of God (flood, fire, storm, earthquake, sinkhole, expansive clays, methane gas, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; (l) damage beyond Contractor's control caused by dry rot, corrosion, termite infestation, and substandard construction; (m) damage done during a lifting operation; (n) basement water seepage, unless a full perimeter drainage system has been installed; (o) heave or any damage caused by it; (p) In addition, this warranty does not cover grout supplied by cement companies or the repair plans created and recommended by geological or structural engineers since Helicon is required to follow the professional recommendations of these entities; and (q) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments. EXCEPT AS EXPRESSLY SET FORTH, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HELICON SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING UNDER CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER THEORY OF LIABILITY.

Hurricane, Flooding, and Storm Surge Exclusion:

The customer acknowledges and agrees that Helicon's services, including SWRP-1 Foam Injections, are not designed to withstand the effects of hurricanes, tropical storms, flooding, storm surges, or other extreme weather events. These weather-related events may cause damage to the seawall, surrounding soils, or other property improvements, including soil erosion or structural failure of the seawall itself, all of which are beyond Helicon's control. Any damage or erosion resulting from hurricanes, tropical storms, storm surges, or flooding that leads to loss of soil stabilization or further erosion is not covered by this warranty.

Should damage occur as a result of such natural disasters, additional soil stabilization services may be necessary. These services will be provided under a new contract and are subject to separate charges. Helicon offers repeat customers a discount on these additional services, as well as priority scheduling to expedite necessary repairs.

Slab Injections:

Contractor represents that expanding polyurethane structural foam will fill voids, but will not necessarily lift Customer's slab to meet any criteria of levelness. Contractor warrants that the area where the slab of concrete was stabilized will not settle more than 1/4 inch for a period of five (5) years from the date of installation. If it does, Contractor will provide the labor and materials to re-inject the area at no additional charge to Customer. Contractor recommends sealing all cracks and joints, but this Warranty does not include patching or caulking between slabs. Customer is aware that the concrete may not be perfectly level or may not lift at all. Contractor guarantees stabilization, NOT LIFT. This warranty is void if Customer does not maintain grade around slabs and seal joints between slabs. Although our Foam material can act as a water barrier, Helicon's foam injections are not a substitute for waterproofing and this warranty does not cover water intrusion in any way. Customer is responsible for any finish carpentry repairs, painting repairs, stucco repairs, drywall repairs, concrete slab repairs, flooring repairs, paver repairs, etc. that may be necessary after Helicon's foam injection work is finished unless stated in writing in the Contract.

Soil Injections:

Contractor warrants that our poly foam material will stabilize and solidify the existing soils up to 10ft in depth, unless stated otherwise, against "erosion" in the specific areas described in this Contract for a period of five (5) years. "Erosion" will be defined as a clear depression (more than 1 foot wide by 1/4 inch deep) in the soils where Helicon injected its foam material. Customer is responsible for any supplemental repairs associated with the re-injection of Helicon's foam material. Helicon does not represent that our foam injections will lift pavers or any other material on top of the soil but rather will solidify and stabilize the problematic soils up to 10ft in depth. Although our Foam material can act as a water barrier, Helicon's foam injections are not a substitute for waterproofing and this warranty does not cover water intrusion in any way.

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

The regular meeting of the Board of Supervisors of the Lake Bernadette Community Development District was held Tuesday, September 23, 2025 at 6:00 p.m. at the Lake Bernadette Clubhouse, 5410 Golf Links Boulevard, Zephyrhills, Florida 33541.

Present and constituting a quorum were:

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

Also present was:

David Wenck	District Manager
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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

Motion to Approve Agenda

On MOTION by Ms. Hazelett seconded by Mr. Van Liew, with all in favor, the agenda was approved. 5-0

THIRD ORDER OF BUSINESS

Audience Comments

The following comments were received from the audience:

- Mr. Flemming commented on his position on staffing at the amenity center for events. He would like all funds for rental to be put in a line item for paying staff for events.

FOURTH ORDER OF BUSINESS

Staff Reports

- Mr. Callaghan brought up an issue raised by a resident about compacted turf. Kate Kiste will be reviewing the site.
- LMP reported to the board about areas with very little turf. He reported on mole cricket damage. They will be treated the mole crickets at no cost.
- A. Aquatics Report**
 - i. Pond Maintenance Service Agreement**
- The Board discussed the agreement and asked to have the vendor provide additional information.

B. Attorney's Report

- The Board discussed the memo from the attorney.

C. Engineer's Report

- None.

D. Clubhouse Manager's Report

i. FHP Stats

- The Board discussed the FHP Stats.

F. District Manager's Report

i. FMIT Renewal Proposal

FIFTH ORDER OF BUSINESS

Business Administration

A. Consideration of Minutes from the Meeting Held August 26, 2025 Meeting

B. Acceptance of the Financial Report as of August 2025

On MOTION by Ms. Callie seconded by Ms. Hazelett, with all in favor,
the Items A & B were approved. 5-0

SIXTH ORDER OF BUSINESS

Supervisor Requests

- None.

SEVENTH ORDER OF BUSINESS

Adjournment

- There being no further business,

On MOTION by Ms. Hazelett seconded by Mr. Van Liew, with all in
favor, the meeting was adjourned at 7:20 p.m. 5-0

Michael Berman
Chairperson

LAKE BERNADETTE
Community Development District

Financial Report

September 30, 2025

Prepared by:



Table of Contents

<u>FINANCIAL STATEMENTS</u>	<u>Page</u>
Balance Sheet - All Funds	1 - 2
Statement of Revenues, Expenditures and Changes in Fund Balances	
General Funds	3 - 7
Notes to the Financial Statements	8 - 10
 <u>SUPPORTING SCHEDULES</u>	
Non-Ad Valorem Special Assessments Schedule	11
Cash and Investment Report	12
Check Register	13

LAKE BERNADETTE
Community Development District

Financial Statements

(Unaudited)

September 30, 2025

Balance Sheet
September 30, 2025

ACCOUNT DESCRIPTION	GENERAL FUND	DOUBLE EAGLE COURT ROAD FUND	JANINE DRIVE FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 203,445	\$ -	\$ -	\$ 203,445
Accounts Receivable - Other	369	-	-	369
Due From Other Funds	-	31,175	15,495	46,670
Investments:				
Money Market Account	1,763,821	-	-	1,763,821
Prepaid Items	13,537	-	-	13,537
Deposits	835	-	-	835
TOTAL ASSETS	\$ 1,982,007	\$ 31,175	\$ 15,495	\$ 2,028,677
<u>LIABILITIES</u>				
Accounts Payable	\$ 10,171	\$ -	\$ -	\$ 10,171
Sales Tax Payable	15	-	-	15
Deposits	2,185	-	-	2,185
Due To Other Funds	46,670	-	-	46,670
TOTAL LIABILITIES	59,041	-	-	59,041
<u>FUND BALANCES</u>				
Nonspendable:				
Prepaid Items	13,537	-	-	13,537
Deposits	835	-	-	835
Assigned to:				
Operating Reserves	191,159	-	-	191,159
Reserves - Clubhouse/Cabana	35,576	-	-	35,576

Balance Sheet
September 30, 2025

ACCOUNT DESCRIPTION	GENERAL FUND	DOUBLE EAGLE COURT ROAD FUND	JANINE DRIVE FUND	TOTAL
Reserves - Court Amenities	15,717	-	-	15,717
Reserves- Lake Embank/Drainage	92,517	-	-	92,517
Reserves - Other	107,559	-	-	107,559
Reserves - Roadways	44,693	-	-	44,693
Reserves - Swimming Pools	95,347	-	-	95,347
Unassigned:	1,326,026	31,175	15,495	1,372,696
TOTAL FUND BALANCES	\$ 1,922,966	\$ 31,175	\$ 15,495	\$ 1,969,636
TOTAL LIABILITIES & FUND BALANCES	\$ 1,982,007	\$ 31,175	\$ 15,495	\$ 2,028,677

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-25 BUDGET	SEP-25 ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>						
Interest - Investments	\$ 30,000	\$ 70,782	235.94%	\$ 2,500	\$ 5,599	\$ 3,099
Room Rentals	1,000	3,642	364.20%	83	211	128
Interest - Tax Collector	100	1,220	1220.00%	8	-	(8)
Special Assmnts- Tax Collector	784,061	784,060	100.00%	-	-	-
Special Assmnts- Discounts	(31,362)	(29,599)	94.38%	-	-	-
Other Miscellaneous Revenues	500	11,214	2242.80%	42	-	(42)
Access Cards	50	37	74.00%	4	5	1
Amenities Revenue	400	508	127.00%	33	40	7
Recreation Membership	500	2,550	510.00%	42	850	808
TOTAL REVENUES	785,249	844,414	107.53%	2,712	6,705	3,993

EXPENDITURES**Administration**

P/R-Board of Supervisors	12,000	12,000	100.00%	1,000	1,000	-
FICA Taxes	918	918	100.00%	77	77	-
ProfServ-Engineering	12,000	7,812	65.10%	1,000	857	143
ProfServ-Legal Services	5,000	9,882	197.64%	417	7,898	(7,481)
ProfServ-Mgmt Consulting	64,715	64,715	100.00%	5,393	5,393	-
ProfServ-Property Appraiser	150	265	176.67%	-	-	-
Auditing Services	4,500	4,450	98.89%	-	-	-
Postage and Freight	500	125	25.00%	42	1	41
Insurance - General Liability	43,000	51,242	119.17%	-	-	-
Printing and Binding	500	-	0.00%	42	-	42
Legal Advertising	700	1,091	155.86%	58	170	(112)
Miscellaneous Services	1,200	1,369	114.08%	100	-	100

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-25 BUDGET	SEP-25 ACTUAL	VARIANCE (\$) FAV(UNFAV)
Misc-Assessment Collection Cost	15,681	15,098	96.28%	-	-	-
Misc-Taxes	2,500	2,202	88.08%	-	-	-
Misc-Web Hosting	1,552	1,619	104.32%	129	-	129
Office Supplies	150	-	0.00%	13	-	13
Annual District Filing Fee	175	-	0.00%	-	-	-
Total Administration	165,241	172,788	104.57%	8,271	15,396	(7,125)
Field						
Payroll-General Staff	120,000	122,077	101.73%	10,000	10,454	(454)
FICA Taxes	9,180	9,737	106.07%	765	797	(32)
Retirement Benefits	7,417	7,157	96.49%	618	56	562
Life and Health Insurance	34,470	38,092	110.51%	2,873	(34)	2,907
Workers' Compensation	4,573	5,709	124.84%	381	-	381
Contracts-Janitorial Services	9,700	9,690	99.90%	808	850	(42)
Contracts-Security Services	496	828	166.94%	41	-	41
Contracts-Landscape	54,772	52,164	95.24%	4,564	4,347	217
Contracts-Pools	23,000	19,650	85.43%	1,917	1,700	217
Contracts-Ponds	20,000	18,576	92.88%	1,667	1,548	119
Contracts-Roving Patrol	15,000	14,190	94.60%	1,250	1,980	(730)
Travel	600	450	75.00%	50	50	-
Communication - Telephone	2,500	1,794	71.76%	208	184	24
Electricity - General	28,000	19,630	70.11%	2,333	1,842	491
Electricity - Streetlights	51,000	36,378	71.33%	4,250	3,406	844
Utility - Water	16,000	12,281	76.76%	1,333	1,030	303
Utility - Gas	5,000	4,918	98.36%	417	-	417
Utility - Refuse Removal	1,100	930	84.55%	92	80	12
R&M-Air Conditioning	3,000	1,438	47.93%	250	-	250

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-25 BUDGET	SEP-25 ACTUAL	VARIANCE (\$) FAV(UNFAV)
R&M-Buildings	3,300	8,133	246.45%	275	1,232	(957)
R&M-Equipment	18,000	28,856	160.31%	1,500	1,165	335
R&M-Other Landscape	25,000	80,895	323.58%	2,083	950	1,133
R&M-Irrigation	22,000	17,601	80.00%	1,833	-	1,833
R&M-Pest Control	1,600	732	45.75%	133	-	133
R&M-Wetland Monitoring	5,000	-	0.00%	417	-	417
R&M-Fitness Equipment	10,000	15,781	157.81%	833	175	658
R&M-Pressure Washing	10,000	4,480	44.80%	833	-	833
Road/Sidewalk Maintenance	7,000	15,218	217.40%	583	-	583
Miscellaneous Services	7,000	1,379	19.70%	583	432	151
Misc-Contingency	10,500	22,960	218.67%	875	-	875
Office Supplies	2,000	2,387	119.35%	167	213	(46)
Cleaning Supplies	5,000	3,781	75.62%	417	201	216
Op Supplies - Uniforms	600	-	0.00%	50	-	50
Subscriptions and Memberships	4,200	1,304	31.05%	350	-	350
Reserve	83,000	-	0.00%	6,917	-	6,917
Total Field	620,008	579,196	93.42%	51,666	32,658	19,008
TOTAL EXPENDITURES	785,249	751,984	95.76%	59,937	48,054	11,883
Excess (deficiency) of revenues Over (under) expenditures	-	92,430	0.00%	(57,225)	(41,349)	15,876
Net change in fund balance	\$ -	\$ 92,430	0.00%	\$ (57,225)	\$ (41,349)	\$ 15,876
FUND BALANCE, BEGINNING (OCT 1, 2024)	1,830,536	1,830,536				
FUND BALANCE, ENDING	\$ 1,830,536	\$ 1,922,966				

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-25 BUDGET	SEP-25 ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>						
Special Assmnts- Tax Collector	4,116	4,116	100.00%	-	-	-
Special Assmnts- Discounts	(165)	(155)	93.94%	-	-	-
TOTAL REVENUES	3,951	3,961	100.25%	-	-	-
<u>EXPENDITURES</u>						
<u>Administration</u>						
Misc-Assessment Collection Cost	82	79	96.34%	-	-	-
Total Administration	82	79	96.34%	-	-	-
TOTAL EXPENDITURES	82	79	96.34%	-	-	-
Excess (deficiency) of revenues Over (under) expenditures	3,869	3,882	100.34%	-	-	-
<u>OTHER FINANCING SOURCES (USES)</u>						
Contribution to (Use of) Fund Balance	3,869	-	0.00%	-	-	-
TOTAL FINANCING SOURCES (USES)	3,869	-	0.00%	-	-	-
Net change in fund balance	\$ 3,869	\$ 3,882	100.34%	\$ -	\$ -	\$ -
FUND BALANCE, BEGINNING (OCT 1, 2024)	27,293	27,293				
FUND BALANCE, ENDING	\$ 31,162	\$ 31,175				

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-25 BUDGET	SEP-25 ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>						
Special Assmnts- Tax Collector	1,932	1,932	100.00%	-	-	-
Special Assmnts- Discounts	(77)	(72)	93.51%	-	-	-
TOTAL REVENUES	1,855	1,860	100.27%	-	-	-
<u>EXPENDITURES</u>						
<u>Administration</u>						
Misc-Assessment Collection Cost	39	37	94.87%	-	-	-
Total Administration	39	37	94.87%	-	-	-
TOTAL EXPENDITURES	39	37	94.87%	-	-	-
Excess (deficiency) of revenues Over (under) expenditures	1,816	1,823	100.39%	-	-	-
<u>OTHER FINANCING SOURCES (USES)</u>						
Contribution to (Use of) Fund Balance	1,816	-	0.00%	-	-	-
TOTAL FINANCING SOURCES (USES)	1,816	-	0.00%	-	-	-
Net change in fund balance	\$ 1,816	\$ 1,823	100.39%	\$ -	\$ -	\$ -
FUND BALANCE, BEGINNING (OCT 1, 2024)	13,672	13,672				
FUND BALANCE, ENDING	\$ 15,488	\$ 15,495				

Notes to the Financial Statements

September 30, 2025

Governmental Funds

► **Assets**

- **Investments** - General Fund monies (See Cash & Investment Report for further details.) There is a checking & MM account 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** - Other - for repair and/or replacement of items within the district.
- **Reserves** - Roadways - for roadway repairs and maintenance.
- **Reserves** - Swimming Pools - for swimming pool repairs and maintenance.

Notes to the Financial Statements

September 30, 2025

Financial Overview / Highlights

Revenues

- ▶ Total General Fund revenues are 107.53% of the Annual Adopted budget and Assessments are at 100% collected.
- ▶ Total General Fund expenditures are at approximately 95.76% of the Annual Adopted budget above the rated 100%.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures				
<u>Administrative</u>				
Insurance - General Liability	\$ 43,000	\$ 51,242	119%	FMIT 4rd installment made in June.
Miscellaneous Services	\$ 1,200	\$ 1,369	114%	Mike Fasano, Pasco County Tax Collector solid waste assessment - \$726; certificate of corrections - \$415; Inframark special accountability program - \$201.
Misc-Taxes	\$ 2,500	\$ 2,202	88%	Mike Fasano, Pasco County Tax Collector non ad valorem assessment.
Misc-Web Hosting	\$ 1,552	\$ 1,619	104%	ADA compliance payment - \$1,553.
Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
<u>Field</u>				
Workers' Compensation	\$ 4,573	\$ 5,709	125%	FMIT 4rd installment made in June.
Utility - Gas	\$ 5,000	\$ 4,918	98%	Bahr's Propane Gas propane gas services.
R&M-Buildings	\$ 3,300	\$ 8,133	246%	Bayshore Tree Services roof repair - \$850; Stan's Lock and Key Service strike plate repair, vertical rod activator, HD door closer, back door repair, overhead door repair - \$2,794; Lost Art pool deck repair - \$1,600; other miscellaneous repairs.

Notes to the Financial Statements

September 30, 2025

Variance Analysis - continued

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
<u>Field Continued</u>				
R&M-Equipment	\$ 18,000	\$ 28,856	160%	Aqua Triangle 1 Corp chemical delivery, pool pump maintenance, pool gate maintenance, install stenner feeder, pool light repair and valve service - \$9,516; Superior Brick Paver Installations brick paver pool deck repairs - \$2,500; A & K Enterprise of Manatee refinish chairs/lounges - \$1,789; Radarsign sign installation and repair - \$5,915, Site Masters of FL repair radar box sign - \$1,800, Reese Electrical radar sign wiring - \$1,940; other miscellaneous repairs.
R&M - Other Landscape	\$ 25,000	\$ 80,895	324%	Rainmaker Irrigation disposal of trees and debris,sod/mulch installation - \$46,851; Bayshore Tree Service prune large oak trees, tree removal - \$24,875; Courtesy Cuts Tree Service tree removal - \$6,000; Site Masters of FL placed sod at townhomes - \$2,200.
R&M-Irrigation	\$ 22,000	\$ 17,601	80%	Rainmaker Irrigation irrigation repairs.
R&M-Fitness Equipment	\$ 10,000	\$ 15,781	158%	Coastal Fitness Service fitness equipment.
Road/Sidewalk Maintenance	\$ 7,000	\$ 15,218	217%	Con Asset concrete curbing - \$14,218; other miscellaneous repairs.
Misc-Contingency	\$ 10,500	\$ 22,960	219%	Illuminations Holiday Lighting installing holiday lights - \$4,250; Unleashed Fencing chain link fence repair - \$1,600; Site Masters of FL pond structure repair, remove timber & constructed new railroad tie - \$15,700.
Office Supplies	\$ 2,000	\$ 2,387	119%	Elan Financial Services CPR-AED and First Aid - \$595; other miscellaneous supplies.

LAKE BERNADETTE
Community Development District

Supporting Schedules

September 30, 2025

Lake Bernadette

Community Development District

Non-Ad Valorem Special Assessments (Pasco County Tax Collector - Monthly Collection Distributions) For the Fiscal Year Ending September 30, 2025

					ALLOCATION		
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund Assessments	Eagle Fund Assessments	Janine Drive Fund Assessments
Assessments Levied FY 2025				\$790,109	\$ 784,061	\$ 4,116	\$ 1,932
Allocation %				100.00%	99.24%	0.52%	0.24%
11/06/24	\$ 6,755	\$ 382	\$ 138	\$ 7,275	\$ 7,220	\$ 38	\$ 17
11/14/24	34,921	1,485	713	37,118	36,836	193	89
11/21/24	37,629	1,600	768	39,997	39,693	208	96
11/27/24	29,197	1,241	596	31,034	30,798	161	74
12/09/24	503,538	21,408	10,276	535,223	531,155	2,783	1,285
12/16/24	66,652	2,773	1,360	70,785	70,247	368	170
01/08/25	15,687	514	320	16,521	16,395	86	40
02/12/25	13,756	314	281	14,351	14,242	75	34
03/11/25	7,199	92	147	7,437	7,381	39	18
04/09/25	16,418	18	335	16,770	16,643	87	40
05/13/25	1,111	-	23	1,134	1,126	6	3
06/11/25	2,722	-	56	2,778	2,757	14	7
06/16/25	9,896	-	202	10,098	10,021	53	24
TOTAL	\$ 745,481	\$ 29,827	\$ 15,215	\$ 790,109	\$ 784,061	\$ 4,116	\$ 1,932
% COLLECTED				100%	100%	100%	100%
TOTAL OUTSTANDING				\$ -	\$ -	\$ -	\$ -

Cash and Investment Report
September 30, 2025

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>MATURITY</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND				
Checking Account - Operating	BankUnited	N/A	0.00%	\$ 203,445
			Subtotal Checking	\$ 203,445
Money Market Account	BankUnited	N/A	4.07%	\$ 1,763,821
			Subtotal MM	\$ 1,763,821
			Grand Total	\$ 1,967,266

LAKE BERNADETTE COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 09/01/2025 to 09/30/2025

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	100211	09/04/25	INFRAMARK LLC	157174	JULY 25 POSTAGE	Postage and Freight	541006-51301	\$1.38
001	100212	09/04/25	STANTEC	2442477	AUGUST 25 ENGINEERING SERVICES	ProfServ-Engineering	531013-51501	\$932.75
001	100213	09/04/25	SHORT & SIMPLE SUPPLIES INC	INV21044	8/21/25 CLEANING SUPPLIES	Cleaning Supplies	551003-53901	\$196.42
001	100214	09/04/25	AQUA TRIANGLE 1 CORP	0311659	4inch SLIDE VALVE SERVICE CALL	4" SLIDE VALVE SERVICE CALL	546022-53901	\$386.90
001	100214	09/04/25	AQUA TRIANGLE 1 CORP	310635	SEPTEMBER 25 POOL MAINTENANCE	SEPTEMBER 25 MONTHLY POOL MAINT	534078-53901	\$1,700.00
001	100215	09/04/25	REESE ELECTRICAL INC	15868	RADAR SIGN WIRING	R&M-Equipment	546022-53901	\$1,940.00
001	100216	09/09/25	DLTD SOLUTIONS INC.	0005749	AUGUST PATROL ADMINISTRATIVE FEES	AUGUST 25 ROVING PATROL ADMINISTRATIVE FEES	534099-53901	\$330.00
001	100217	09/09/25	STAN'S LOCK AND KEY SERVICE	8641	OVERHEAD CLOSER REPAIR	DOOR CLOSER REPAIR	546012-53901	\$803.00
001	100218	09/09/25	COASTAL FITNESS SERVICE	T - 34513	FITNESS EQUIPMENT SERVICE	SEVICE GYM EQUIPMENT	546115-53901	\$298.00
001	100220	09/09/25	SOLITUDE LAKE MANAGMENT	PSI201415	SEPTEMBER 25 AQUATICS MAINTENANCE	Contracts-Ponds	534089-53901	\$1,548.00
001	100221	09/16/25	INFRAMARK LLC	158119	SEPTEMBER 25 ADMINISTRATIVE FEE	ProfServ-Mgmt Consulting	531027-51201	\$5,392.92
001	100222	09/19/25	YELLOWSTONE LANDSCAPE	992915	SEPTEMBER 25 LANDSCAPE MAINTENANCE	Contracts-Landscape	534050-53901	\$4,347.00
001	100223	09/30/25	AQUA TRIANGLE 1 CORP	32100117	KIT 3 WIRE BOARD POOL HEATERS	POOL HEATER CONTROLLER	546074-53901	\$690.95
001	100223	09/30/25	AQUA TRIANGLE 1 CORP	1911202632	POOL REPAIR PUTTY	R&M-Pools	546074-53901	\$204.95
001	100224	09/30/25	BUSH HOG GONE WILD	3	MOW DRY RETENTION POND	R&M-Other Landscape	546036-53901	\$950.00
001	100225	09/30/25	INFRAMARK LLC	159273	AUGUST 25 POSTAGE	Postage and Freight	541006-51301	\$0.74
001	100226	09/30/25	STANTEC	2452695	SEPT 5, 25 ENGINEERING SERVICES	ProfServ-Engineering	531013-51501	\$857.25
001	100227	09/30/25	COASTAL FITNESS SERVICE	T-34612	QUARTERLY FITNESS MAINTENANCE	R&M-Fitness Equipment	546115-53901	\$175.00
001	300069	09/02/25	ADT SECURITY SVCS - ACH	081325-5957	SEPTEMBER 25 ALARM MONITORING	Contracts-Security Services	534037-53901	\$41.30
001	300072	09/08/25	PASCO COUNTY UTILITIES SERVICE	22912007	7/7-8/5/25 UTILITIES WATER	Utility - Water	543018-53901	\$1,207.71
001	300073	09/10/25	ELAN FINANCIAL SVCS - ACH	081425-2780	JULY/AUG PURCHASES	EQUIPMENT MAINT / REPAIRS	546022-53901	\$302.23
001	300073	09/10/25	ELAN FINANCIAL SVCS - ACH	081425-2780	JULY/AUG PURCHASES	CLEANING SUPPLIES	551003-53901	\$107.47
001	300073	09/10/25	ELAN FINANCIAL SVCS - ACH	081425-2780	JULY/AUG PURCHASES	OFFICE SUPPLIES	551002-53901	\$139.64
001	300073	09/10/25	ELAN FINANCIAL SVCS - ACH	081425-2780	JULY/AUG PURCHASES	TRAVEK	540005-53901	\$50.00
001	300073	09/10/25	ELAN FINANCIAL SVCS - ACH	081425-2780	JULY/AUG PURCHASES	AC MAINT	546004-53901	\$42.99
001	300074	09/12/25	AMERITAS ACH	AM-090525-401-ACH	9/12/25 RETIREMENT BENEFITS	Retirement Benefits	522020-53901	\$177.98
001	300075	09/12/25	AMERITAS ACH	AM-090525-457-ACH	9/12/25 RETIREMENT BENEFITS	Retirement Benefits	522020-53901	\$450.00
001	300076	09/16/25	DUKE ENERGY	082625-ACH	7/26-8/25 UTILITES POWER	BILL PRD 7/26-8/25/25	543013-53901	\$3,406.29
001	300077	09/25/25	WASTE MANAGEMENT OF FLORIDA - ACH	1118025-1568-9	SEPT 2025 REFUSE REMOVAL	REFUSE REMOVAL SEPT 2025	543020-53901	\$80.07
001	300078	09/15/25	FRONTIER	082225-23-5	8/22-9/21/25 INTERNET	Communication - Telephone	541003-53901	\$113.82
001	300080	09/26/25	AMERITAS ACH	AM-091925-457-ACH	9/19/25 RETIREMENT BENEFITS	9/19/25	522020-53901	\$450.00
001	300081	09/26/25	AMERITAS ACH	AM-091925-401-ACH	9/26/25 RETIREMENT	9/26/25 RETIREMENT BENIFITS	522020-53901	\$177.98
001	4318	09/09/25	BAHR'S PROPANE GAS	U011B894-1	PROPANE	ANNUAL MAINT PROG	546004-53901	\$296.47
001	4319	09/09/25	FLORIDA MUNICIPAL INSURANCE TRUST	082025-	SEPTEMBER 25 HEALTH AND DENTAL	MEDICAL / DENTAL / LIFE INS	523001-53901	\$2,869.17
001	4320	09/09/25	FLORIDA MUNICIPAL INSURANCE TRUST	2526-0786-Q1-1	2026 FIRST QUARTER MEDICAL / DENTAL / LIFE INS	Liability Insurance FY 2026	155000-53901	\$13,536.75
001	4321	09/29/25	DAN NESSELT	091225-1003	7/20-8/19/25 CELL PHONE	Communication - Telephone	541003-53901	\$69.69
001	4322	09/29/25	SARAH NESSELT	091225	SEPTEMBER 25 CLEANING SERVICES	SEPTEMBER 25 CLEANING SERVICE	534026-53901	\$850.00
001	DD03354	09/25/25	DUKE ENERGY	090225 ACH	7/31-8/28 UTILITIES POWER	7/31-8/28/25 UTILITIES POWER	543006-53901	\$1,788.64
001	DD03354	09/25/25	DUKE ENERGY	090225 ACH	Credit Memo 000182	Electricity - General	543006-53901	(\$170.48)
Fund Total								\$46,742.98

Total Checks Paid	\$46,742.98
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Memorandum

To: Board of Supervisors

From: District Management

Date: October 1, 2025

RE: HB7013 – Special Districts Performance Measures and Standards

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during its 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals and objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance its commitment to the accountability and transparency of the District.

Exhibit A:
Goals, Objectives, and Annual Reporting Form

**Lake Bernadette Community Development District (“District”)
Performance Measures/Standards & Annual Reporting Form**

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least four regular Board of Supervisor (“Board”) meetings per year to conduct District-related business and discuss community needs.

Measurement: Number of public Board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of four Board meetings were held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to the District’s website, publishing in local newspaper of general circulation, and or via electronic communication.

Standard: 100% of meetings were advertised in accordance with Florida Statutes on at least two mediums (e.g., newspaper, District website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management’s records.

Standard: 100% of monthly website checks were completed by District Management or third party vendor.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District’s infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer’s report related to District’s infrastructure and related systems.

Standard: Minimum of one inspection was completed in the fiscal year by the District’s engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on the District's website and/or within District records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the District's website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the District's website the most recent versions of the following documents: Florida Auditor General link (<https://flauditor.gov/>) to obtain current and past Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Florida Auditor General link (<https://flauditor.gov/>) to the Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the District's website.

Standard: District's website contains 100% of the following information: Department of Financial Services link to obtain Annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the Florida Auditor General link (<https://flauditor.gov/>) to the results to the District's website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing Board approval and annual audit is available on the District's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the District's website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

SIGNATURES:

Chair/Vice Chair: _____

Date: _____

Printed Name: _____

Lake Bernadette Community Development District

District Manager: _____

Date: _____

Printed Name: _____

Lake Bernadette Community Development District