



Lake Bernadette Community Development District

July 28, 2026

Agenda Package

TEAMS MEETING INFORMATION

Meeting ID: 291 930 293 246 14 **Passcode:** YZ3B9uE7

Call-in (audio only) 1-646-838-1601 **Phone Conference ID:** 143 268 269#

2005 PAN AM CIRCLE, SUITE 300
TAMPA, FL 33607

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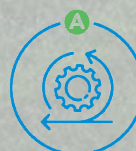
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RESPECT

Lake Bernadette Community Development District

Board of Supervisors

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

District Staff

Alba Sanchez, District Manager
Andy Cohen, District Counsel
Tonja Stewart, District Engineer
Dan Nesselt, Operations Manager
Ruben Nesbitt, District Accountant
Kareen Baker, District Admin

Regular Meeting Agenda

Tuesday, July 28, 2026, at 6:00 p.m.

The Regular Meeting of the **Lake Bernadette Community Development District** will be held on **Tuesday, July 28, 2026, at 6:00 p.m. at 5410 Golf Links Boulevard, Zephyrhills, FL 33541**. Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

[Join the meeting now](#)

Meeting ID: 291 930 293 246 14 **Passcode:** YZ3B9uE7
Dial in by Phone: +1 646-838-1601 **Phone conference ID:** 143 268 269#

THE REGULAR MEETING OF THE BOARD OF SUPERVISORS

1. CALL TO ORDER/ROLL CALL
2. MOTION TO APPROVE AGENDA
3. AUDIENCE COMMENTS

(Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)

4. BUSINESS ADMINISTRATION

- A. Consideration of the Minutes of June 23, 2026, Regular Meeting
- B. Acceptance of June 2026 Financial Report
- C. Financial Snapshot as of July 16, 2026
- D. Cash Flow Analysis as of July 16, 2026

5. BUSINESS ITEMS

- A. Discussion of CD Options and ICS Program
- B. Acceptance of Berger, Toombs, Elam, Gaines & Frank Fiscal Year 2025 Audit Report
- C. Consideration of Consolidated Land Services, Inc. Estimate #544 - Pond 30 Erosion Repair
- D. Consideration of SOLitude Lake Management Service Agreement – 2026 Pond Sediment Services at Site 30A
- E. Consideration of Site Masters of Florida, LLC Proposal – Pond 30A Erosion Repair
- F. Consideration of Sunrise Landscape Revised Proposal #42852 – Post Inspection Repairs (**Tabled Item**)

6. STAFF REPORTS

- A. Aquatic Report
 - i. Consideration of SOLitude Lake Management Service Agreement – Airmax Aeration System Installation – Pond 33
- B. District Counsel
- C. District Engineer

D. Clubhouse Manager's Report

- i. Consideration of Signarama Estimate #27599 - Replacement of Marquee Signs (Tabled Item)**

E. District Manager

7. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

8. ADJOURNMENT

**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 on Tuesday, June 23, 2026, 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 (via Teams)
Bonnie Hazelett	Assistant Secretary
Sharon Callie	Assistant Secretary
James Callaghan	Assistant Secretary

Also present either in person or via electronic communications were:

Alba Sanchez	District Manager
Dan Nesselt	Operations Manager

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Berman called the meeting to order and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Motion to Approve Agenda

On MOTION by Ms. Hazelett, seconded by Ms. Callie, with all in favor, the agenda was approved as presented. 5-0

THIRD ORDER OF BUSINESS

Audience Comments

There were no audience comments.

FOURTH ORDER OF BUSINESS

Business Administration

A. Consideration of the Minutes of May 26, 2026, Regular Meeting

B. Acceptance of the May 2026 Financial Report

C. Financial Snapshot as of June 14, 2026

D. Cash Flow Analysis as of June 14, 2026

Mr. Berman noted that Mr. Nesbitt, the District Accountant, was going to move the fitness equipment expense from R&M Fitness to Capital Improvement.

On MOTION by Mr. Hazelett, seconded by Mr. Van Liew, with all in favor, the Minutes of the May 26, 2026, Regular Meeting were approved; the May 2026 Financial Report was accepted as amended to move the fitness equipment expense from R&M Fitness to Capital Improvements; and the financial snapshot and cashflow analysis as of June 14, 2026, were accepted. 5-0

FIFTH ORDER OF BUSINESS

Business Items

A. Discussion of FHP versus Sheriff Patrol Rates

Mr. Nesselt discussed the FHP versus Sheriff's Patrol rates, noting that the Sheriff's rate will increase to \$65 per hour. Based on this increase, the Board decided to remain with FHP. Mr. Nesselt will coordinate with the officer and maintain the current schedule.

B. Discussion of Upcoming Vacancy – Seat #2 Term Expiration

Mr. Callaghan will complete his current term but has elected not to run for reelection this year. The Board will seek to appoint a replacement. Individual candidates must attend three consecutive CDD meetings and submit a resume to the management office before October 2026.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Aquatic Report

- The Aquatics representative provided a high-level overview of the ponds, noting that the shorelines look great. Pond 32 previously experienced algae growth; however, it is now clearing.
- A concern was raised regarding erosion at Pond 30A, and the vendor has been directed to obtain proposals to address the issue.
- The Board also requested that a revised proposal for the bubblers be presented at the next meeting.

B. District Counsel

- No report.

C. District Engineer

- No report.

D. Clubhouse Manager's Report

- Mr. Nesselt presented his report, noting that the clubhouse is averaging approximately 130 visitors per day during the summer months. He added that staff continues to work diligently to maintain the facility and ensure it remains clean. Additionally, 102 residents have registered for the upcoming July 4th BBQ event.

i. Ratification of Citrus Park Well Drilling & Irrigation Estimate #2308 – Replacement of Well Pumps – Replaces Approval of Estimate #2307

On MOTION by Mr. Berman, seconded by Ms. Callie, with all in favor, Citrus Park Well Drilling & Irrigation Estimate #2308 for the emergency replacement of the well pump, which supersedes the prior approval of Emergency Repair Estimate #2307, was ratified.
5-0

ii. Consideration of Ace Courts, Inc. Estimate #1043 (Tabled Item)

- The ACE Courts, Inc. proposal was removed from consideration and will not be included on the next meeting agenda.

iii. Consideration of Signarama Estimate #27599 – Replacement of Marquee Signs

- The Signarama Estimate #27599 was tabled to the July meeting.

iv. Consideration of Pool Lift Quotes**a. Triangles Pool Services Estimate #1426021****b. Artistic Pools Estimate #2026-0316-S0532**

- The pool lift quotes were tabled to the July meeting. Mr. Nesselt will obtain additional proposals.

v. Consideration of Sunrise Landscape Proposal #42852 – Post-Inspection Repairs

- The Sunrise Landscape Proposal #42852 was tabled to the July meeting, pending revised pricing from the vendor.

vi. Consideration of Complete I.T. Proposal for Intercom and Camera System from the Office to the Entrance of the Playground/Cabana Pool Area and Tennis Courts

- The vendor was contacted during the meeting to address questions. Following

116 discussion, the Board authorized Mr. Nesselt to approve the proposal, as it falls within
117 his approval threshold.

118

119 **E. District Manager's Report**

- 120 • No report.

121

122 **SEVENTH ORDER OF BUSINESS**

**Board of Supervisors Requests and
Comments**

123
124 The Board noted that the financial snapshot was very helpful.

125 The Board requested that Duke Energy invoices be summarized into a spreadsheet format for
126 easier review at a glance. This summary should be included in the O&M reports and provided
127 consistently moving forward.

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129 **EIGHTH ORDER OF BUSINESS**

Adjournment

130 There being no further business,

131

132

133 On MOTION by Ms. Hazelett, seconded by Ms. Callie, with all in
134 favor, the meeting was adjourned at 6:48 p.m. 5-0

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Secretary/Assistant Secretary

***Lake Bernadette
Community
Development
District***

Financial Report

June 30, 2026

CLEAR PARTNERSHIPS



COLLABORATION



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LAKE BERNADETTE
Community Development District

Financial Statements

(Unaudited)

June 30, 2026

Balance Sheet
June 30, 2026

ACCOUNT DESCRIPTION	GENERAL FUND	DOUBLE EAGLE COURT ROAD FUND	JANINE DRIVE FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 391,561	\$ -	\$ -	\$ 391,561
Accounts Receivable - Other	369	-	-	369
Due From Other Funds	-	35,075	17,328	52,403
Investments:				
Money Market Account	1,809,369	-	-	1,809,369
Prepaid Items	2,206	-	-	2,206
Prepaid Insurance	13,537	-	-	13,537
Deposits	835	-	-	835
TOTAL ASSETS	\$ 2,217,877	\$ 35,075	\$ 17,328	\$ 2,270,280
<u>LIABILITIES</u>				
Accounts Payable	\$ 4,693	\$ -	\$ -	\$ 4,693
Sales Tax Payable	3	-	-	3
Deposits	2,185	-	-	2,185
Due To Other Funds	52,403	-	-	52,403
TOTAL LIABILITIES	59,284	-	-	59,284

Balance Sheet
June 30, 2026

ACCOUNT DESCRIPTION	GENERAL FUND	DOUBLE EAGLE COURT ROAD FUND	JANINE DRIVE FUND	TOTAL
<u>FUND BALANCES</u>				
Nonspendable:				
Prepaid Items	2,206	-	-	2,206
Prepaid Insurance	13,537	-	-	13,537
Deposits	835	-	-	835
Assigned to:				
Operating Reserves	196,312	-	-	196,312
Reserves - Clubhouse/Cabana	35,576	-	-	35,576
Reserves - Court Amenities	15,717	-	-	15,717
Reserves- Lake Embank/Drainage	92,517	-	-	92,517
Reserves - Other	190,559	-	-	190,559
Reserves - Roadways	44,693	-	-	44,693
Reserves - Swimming Pools	95,347	-	-	95,347
Unassigned:	1,471,294	35,075	17,328	1,523,697
TOTAL FUND BALANCES	\$ 2,158,593	\$ 35,075	\$ 17,328	\$ 2,210,996
TOTAL LIABILITIES & FUND BALANCES	\$ 2,217,877	\$ 35,075	\$ 17,328	\$ 2,270,280

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-26 BUDGET	JUN-26 ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>						
Interest - Investments	\$ 30,000	\$ 45,549	151.83%	\$ 2,500	\$ 4,921	\$ 2,421
Room Rentals	1,500	2,627	175.13%	125	475	350
Interest - Tax Collector	-	872	0.00%	-	242	242
Special Assmnts- Tax Collector	784,065	784,067	100.00%	34,734	7,178	(27,556)
Special Assmnts- Discounts	(31,362)	(29,721)	94.77%	-	-	-
Other Miscellaneous Revenues	500	23	4.60%	42	-	(42)
Access Cards	50	37	74.00%	4	-	(4)
Amenities Revenue	400	150	37.50%	33	37	4
Recreation Membership	1,700	1,700	100.00%	141	-	(141)
TOTAL REVENUES	786,853	805,304	102.34%	37,579	12,853	(24,726)

EXPENDITURES**Administration**

P/R-Board of Supervisors	12,000	7,800	65.00%	1,000	1,000	-
FICA Taxes	918	459	50.00%	77	77	-
ProfServ-Engineering	12,000	5,315	44.29%	1,000	-	1,000
ProfServ-Legal Services	5,000	6,958	139.16%	417	1,225	(808)
ProfServ-Mgmt Consulting	66,667	50,000	75.00%	5,555	5,556	(1)
ProfServ-Property Appraiser	150	150	100.00%	-	-	-
Auditing Services	4,750	-	0.00%	-	-	-
Postage and Freight	500	205	41.00%	42	113	(71)
Insurance - General Liability	60,000	36,750	61.25%	-	-	-
Legal Advertising	700	301	43.00%	58	-	58
Miscellaneous Services	1,200	431	35.92%	100	-	100

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-26 BUDGET	JUN-26 ACTUAL	VARIANCE (\$) FAV(UNFAV)
Misc-Assessment Collection Cost	15,681	15,093	96.25%	694	149	545
Misc-Taxes	2,500	773	30.92%	-	-	-
Misc-Web Hosting	1,619	1,579	97.53%	134	27	107
Office Supplies	150	76	50.67%	13	-	13
Annual District Filing Fee	175	175	100.00%	-	-	-
Total Administration	184,010	126,065	68.51%	9,090	8,147	943
Field						
Payroll-General Staff	125,000	99,954	79.96%	10,416	10,656	(240)
FICA Taxes	9,563	7,623	79.71%	796	813	(17)
Retirement Benefits	7,640	4,510	59.03%	636	984	(348)
Life and Health Insurance	38,000	30,045	79.07%	3,166	3,003	163
Workers' Compensation	6,000	4,432	73.87%	500	-	500
Contracts-Janitorial Services	9,700	7,310	75.36%	808	850	(42)
Contracts-Security Services	500	372	74.40%	41	41	-
Contracts-Landscape	59,000	49,087	83.20%	4,916	6,838	(1,922)
Contracts-Pools	20,400	15,900	77.94%	1,700	1,240	460
Contracts-Ponds	20,000	15,480	77.40%	1,667	1,548	119
Contracts-Roving Patrol	15,000	6,490	43.27%	1,250	-	1,250
Travel	600	300	50.00%	50	100	(50)
Communication - Telephone	1,500	1,516	101.07%	125	114	11
Electricity - General	25,000	15,962	63.85%	2,083	1,796	287
Electricity - Streetlights	41,000	23,171	56.51%	3,416	553	2,863
Utility - Water	16,000	15,019	93.87%	1,333	2,628	(1,295)
Utility - Gas	6,000	7,951	132.52%	500	-	500
Utility - Refuse Removal	1,000	927	92.70%	83	94	(11)

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-26 BUDGET	JUN-26 ACTUAL	VARIANCE (\$) FAV(UNFAV)
R&M-Air Conditioning	3,000	638	21.27%	250	454	(204)
R&M-Buildings	3,300	5,047	152.94%	275	478	(203)
R&M-Equipment	18,000	10,063	55.91%	1,500	(3,509)	5,009
R&M-Other Landscape	25,000	9,267	37.07%	2,083	5,700	(3,617)
R&M-Irrigation	22,000	3,698	16.81%	1,833	-	1,833
R&M-Pest Control	1,600	745	46.56%	133	175	(42)
R&M-Fitness Equipment	2,000	525	26.25%	166	(8,629)	8,795
R&M-Pressure Washing	10,000	8,100	81.00%	833	2,100	(1,267)
Road/Sidewalk Maintenance	5,000	5,600	112.00%	416	-	416
Miscellaneous Services	7,000	2,596	37.09%	583	20	563
Misc-Contingency	10,500	4,680	44.57%	875	560	315
Office Supplies	1,500	690	46.00%	125	397	(272)
Cleaning Supplies	5,000	1,878	37.56%	417	309	108
Op Supplies - Uniforms	600	-	0.00%	50	-	50
Subscriptions and Memberships	4,200	3,511	83.60%	350	326	24
Reserve	82,240	68,517	83.31%	6,853	14,112	(7,259)
Total Field	602,843	431,604	71.59%	50,228	43,751	6,477
TOTAL EXPENDITURES	786,853	557,669	70.87%	59,318	51,898	7,420
Excess (deficiency) of revenues						
Over (under) expenditures	-	247,635	0.00%	(21,739)	(39,045)	(17,306)
Net change in fund balance	\$ -	\$ 247,635	0.00%	\$ (21,739)	\$ (39,045)	\$ (17,306)
FUND BALANCE, BEGINNING (OCT 1, 2025)	1,910,958	1,910,958				
FUND BALANCE, ENDING	\$ 1,910,958	\$ 2,158,593				

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-26 BUDGET	JUN-26 ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>						
Special Assmnts- Tax Collector	4,116	4,116	100.00%	182	45	(137)
Special Assmnts- Discounts	(165)	(156)	94.55%	-	-	-
TOTAL REVENUES	3,951	3,960	100.23%	182	45	(137)
<u>EXPENDITURES</u>						
<u>Administration</u>						
Misc-Assessment Collection Cost	82	79	96.34%	4	1	3
Total Administration	82	79	96.34%	4	1	3
TOTAL EXPENDITURES	82	79	96.34%	4	1	3
Excess (deficiency) of revenues Over (under) expenditures	3,869	3,881	100.31%	178	44	(134)
Net change in fund balance	\$ 3,869	\$ 3,881	100.31%	\$ 178	\$ 44	\$ (134)
FUND BALANCE, BEGINNING (OCT 1, 2025)	31,194	31,194				
FUND BALANCE, ENDING	\$ 35,063	\$ 35,075				

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-26 BUDGET	JUN-26 ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>						
Special Assmnts- Tax Collector	1,932	1,933	100.05%	86	54	(32)
Special Assmnts- Discounts	(77)	(72)	93.51%	-	-	-
TOTAL REVENUES	1,855	1,861	100.32%	86	54	(32)
<u>EXPENDITURES</u>						
<u>Administration</u>						
Misc-Assessment Collection Cost	39	37	94.87%	2	-	2
Total Administration	39	37	94.87%	2	-	2
TOTAL EXPENDITURES	39	37	94.87%	2	-	2
Excess (deficiency) of revenues Over (under) expenditures	1,816	1,824	100.44%	84	54	(30)
Net change in fund balance	\$ 1,816	\$ 1,824	100.44%	\$ 84	\$ 54	\$ (30)
FUND BALANCE, BEGINNING (OCT 1, 2025)	15,504	15,504				
FUND BALANCE, ENDING	\$ 17,320	\$ 17,328				

Notes to the Financial Statements

June 30, 2026

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

June 30, 2026

Financial Overview / Highlights

Revenues

- ▶ Total General Fund revenues are 102.34% of the Annual Adopted budget and Assessments are at 100.00% collected.
- ▶ Total General Fund expenditures are at approximately 70.87% of the Annual Adopted budget below the targeted 75%.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures				
<u>Administrative</u>				
ProfServ - Legal Services	\$ 5,000	\$ 6,958	139%	Burr Forman LLP legal services - \$325; Persson Cohen Mooney Fernandez & Jackson legal services through June 2026 - \$6,633.
Insurance - General Liability	\$ 60,000	\$ 36,750	61%	FMIT 3rd installment made in April.
Misc-Web Hosting	\$ 1,619	\$ 1,579	98%	ADA compliance payment - \$1,553; Inframark domain renewal \$27.
Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
<u>Field</u>				
Workers' Compensation	\$ 6,000	\$ 4,432	74%	FMIT 3rd installment made in April.
Utility - Gas	\$ 6,000	\$ 7,951	133%	Bahr's Propane Gas propane gas refill services.
R&M-Buildings	\$ 3,300	\$ 5,047	153%	Lake Bernadette Community Assoc. - \$1,875 repair monument; other miscellaneous repairs.
R&M-Pressure Washing	\$ 10,000	\$ 8,100	81%	Eric Rosinski pressure wash parking lot, pool deck, and courts - \$2,450; JT's Pressure Washing pressure wash sidewalks/curbing - \$4000; Lost Art rear deck cleaning - \$1,650.

Notes to the Financial Statements

June 30, 2026

Variance Analysis - contiuned

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Road/Sidewalk Maintenance	\$ 5,000	\$ 5,600	112%	Site Master of FL asphalt repair and replace replace sidewalk panels - \$5,600.
Subscriptions and Memberships	\$ 4,200	\$ 3,511	84%	Complete I.T. ACS prox cards, Brivo monthly data plans, monthly email accounts.
Reserve	\$ 82,240	\$ 68,517	83%	Camrock Foundations concrete slab stabilization - \$16,830; Extreme Concrete Makeover pool deck resurfacing - \$14,150; Bahr's Propane installation of pool heater - \$6,550; Ace Courts basketball court resurfacing - \$3,875; Citrus Park Well Driling well diagnosis/repair - \$13,000; Reese Electrical install ground round poles and conduit at clubhoue - \$4,930; Coastal Fitness updated equipment - \$8,804; miscellaneous repairs.

LAKE BERNADETTE
Community Development District

Supporting Schedules

June 30, 2026

Lake Bernadette

Community Development District

Non-Ad Valorem Special Assessments (Pasco County Tax Collector - Monthly Collection Distributions) For the Fiscal Year Ending September 30, 2026

					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 2026				\$790,113	\$ 784,065	\$ 4,116	\$ 1,932
Allocation %				100.00%	99.24%	0.52%	0.24%
11/06/25	\$ 6,760	\$ 348	\$ 138	\$ 7,246	\$ 7,191	\$ 38	\$ 17
11/14/25	40,792	1,734	832	43,358	43,029	225	104
11/20/25	32,642	1,388	666	34,696	34,432	180	83
11/26/25	44,598	1,896	910	47,405	47,044	247	114
12/05/25	468,067	19,900	9,552	497,519	493,738	2,587	1,194
12/11/25	73,146	3,081	1,493	77,720	77,130	404	187
12/18/25	17,915	673	366	18,954	18,810	99	45
01/09/26	17,331	540	354	18,224	18,086	95	44
02/11/26	11,992	254	245	12,491	12,396	65	30
03/12/26	9,704	124	198	10,027	9,950	52	24
04/09/26	14,002	9	286	14,296	14,187	74	34
05/12/26	884	-	18	902	895	5	2
06/08/26	2,878	-	59	2,937	2,914	15	7
06/15/26	4,245	113	92	4,449	4,415	23	11
TOTAL	\$ 744,956	\$ 30,060	\$ 15,209	\$ 790,113	\$ 784,065	\$ 4,116	\$ 1,932
% COLLECTED				100%	100%	100%	100%
TOTAL OUTSTANDING				\$ -	\$ -	\$ -	\$ -

Cash and Investment Report

June 30, 2026

<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%	\$ 391,561
			Subtotal Checking	\$ 391,561
Money Market Account	BankUnited	N/A	3.37%	\$ 1,809,369
			Subtotal MM	\$ 1,809,369
			Grand Total	<u><u>\$ 2,200,930</u></u>

LAKE BERNADETTE COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 06/01/2026 to 06/30/2026

(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	100377	06/01/26	LAKE BERNADETTE COMMUNITY ASSOCIATION	106	Contribution to HOA for July 4 activity	Misc-Contingency	549900-53901	\$500.00
001	100378	06/01/26	LOST ART	052226-	repair columns at clubhouse May 2026	R&M-Buildings	546012-53901	\$850.00
001	100379	06/01/26	JT'S PRESSURE WASHING	052126-	Pressure wash sidewalk and curbing clubhouse to Eland	R&M-Pressure Washing	546171-53901	\$4,000.00
001	100380	06/01/26	BUSINESS OBSERVER INC	26-01136P	legal advertisement	Legal Advertising	548002-51301	\$78.75
001	100381	06/03/26	FLORIDA MUNICIPAL INSURANCE TRUST	060126-	June Premium for on site staff insurance	Life and Health Insurance	523001-53901	\$3,036.47
001	100382	06/08/26	INFRAMARK LLC	180925	Management fee June 2026	ProfServ-Mgmt Consulting	531027-51201	\$5,555.58
001	100383	06/11/26	DAN NESSELT	052726-1003	phone bill reimbursement	Communication - Telephone	541003-53901	\$70.00
001	100384	06/11/26	SR LANDSCAPING LCC	11 63637	landscape contract June 2026	Contracts-Landscape	534050-53901	\$6,838.00
001	100385	06/11/26	PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, P.A.	7056	LEGAL SERVICES June 2026	ProfServ-Legal Services	531023-51401	\$1,225.00
001	100386	06/11/26	AQUA TRIANGLE 1 CORP	37546	Commercial Pool Services June 2026	Contracts-Pools	534078-53901	\$1,800.00
001	100387	06/11/26	SOLITUDE LAKE MANAGMENT	PSI271977	lake management June 2026	Contracts-Ponds	534089-53901	\$1,548.00
001	100388	06/11/26	CITRUS PARK WELL DRILLING INC	2839	Well repair and diagnosis May 2026	Reserve	568022-53901	\$13,000.00
001	100389	06/11/26	COMPLETE I.T.	20139	BRIVO Reader Data Plan June 2026	Subscriptions and Memberships	554001-53901	\$326.00
001	100390	06/11/26	STAN'S LOCK AND KEY SERVICE	9026	electric strike to front door June 2026	R&M-Buildings	546012-53901	\$448.00
001	100391	06/11/26	COASTAL FITNESS SERVICE	34859	replace treadmill with console display	R&M-Fitness Equipment	546115-53901	\$2,095.00
001	100392	06/11/26	SHORT & SIMPLE SUPPLIES INC	INV31560	office supplies May 2026	Cleaning Supplies	551003-53901	\$236.03
001	100393	06/18/26	SITE MASTERS OF FL LLC	060526-2	removed tree stump golf link blvd June 2026	R&M-Other Landscape	546036-53901	\$2,200.00
001	100394	06/18/26	FLORIDA MUNICIPAL INSURANCE TRUST	2526-0786-Q4-2	insurance premium July 2026	Prepaid Insurance	155100-53901	\$13,536.75
001	100395	06/18/26	ON THE FLY PEST CONTROL, LLC	060826-	pest control June 2026	R&M-Pest Control	546070-53901	\$130.00
001	100396	06/18/26	AQUA TRIANGLE 1 CORP	358003058	replacement of foot ladder June 2026	R&M-Equipment	546022-53901	\$474.85
001	300196	06/08/26	FRONTIER	052226-23-5-ACH	BILL PRD 05/22-06/21/26	Communication - Telephone	541003-53901	\$114.01
001	300197	06/09/26	AMERITAS ACH	AM-052926-457-ACH	PD 06/05/26-457	Retirement Benefits	522020-53901	\$450.00
001	300198	06/09/26	AMERITAS ACH	AM-052926-401-ACH	PD 06/05/26-401	Retirement Benefits	522020-53901	\$177.98
001	300199	06/09/26	DUKE ENERGY	052626-8402-ACH	BILL PRD 04/25-05/22/26	Electricity - Streetlights	543013-53901	\$84.44
001	300200	06/09/26	DUKE ENERGY	052626-8155-ACH	BILL PRD 04/25-05/22/26	Electricity - General	543006-53901	\$651.25
001	300201	06/09/26	DUKE ENERGY	052626-9367-ACH	BILL PRD 04/25-05/22/26	Electricity - General	543006-53901	\$373.81
001	300202	06/09/26	DUKE ENERGY	052626-8650-ACH	BILL PRD 04/25-05/22/26	Electricity - Streetlights	543013-53901	\$65.85
001	300203	06/09/26	DUKE ENERGY	052626-8572-ACH	BILL PRD 04/25-05/22/26	Electricity - Streetlights	543013-53901	\$225.52
001	300204	06/09/26	DUKE ENERGY	052626-8890-ACH	BILL PRD 04/25-05/22/26	Electricity - General	543006-53901	\$1,396.85
001	300205	06/09/26	DUKE ENERGY	052626-8382-ACH	BILL PRD 04/25-05/22/26	Electricity - Streetlights	543013-53901	\$177.61
001	300207	06/10/26	DUKE ENERGY	060126-9297-ACH	BILL PRD 04/30-05/28/26	Electricity - General	543006-53901	\$1,078.56
001	300208	06/16/26	DUKE ENERGY	060526-9099-ACH	BILL PRD 05/06-06/03	Electricity - General	543006-53901	\$30.80
001	300209	06/16/26	DUKE ENERGY	060526-8100-ACH	BILL PRD 05/06-06/03	Electricity - General	543006-53901	\$30.80
001	300210	06/16/26	DUKE ENERGY	060526-7894-ACH	BILL PRD 05/06-06/03	Electricity - General	543006-53901	\$30.80
001	300211	06/16/26	FLORIDA DEPT OF HEALTH	51-BID-8200785	POOL PERMIT 51-60-00319	Misc-Contingency	549900-53901	\$280.00
001	300212	06/16/26	FLORIDA DEPT OF HEALTH	51-BID-200840	POOL PERMIT 51-60-00423	Misc-Contingency	549900-53901	\$280.00
001	300213	06/16/26	AMERITAS ACH	AM-061226-457-ACH	PD 06/18/26	Retirement Benefits	522020-53901	\$450.00
001	300214	06/16/26	AMERITAS ACH	AM-061226-401-ACH	PD 06/18/26	Retirement Benefits	522020-53901	\$177.98
001	300216	06/24/26	PASCO COUNTY UTILITIES SERVICE	24671417-ACH	SVC PRD 05/06-06/04/26	Utility - Water	543018-53901	\$570.65
001	300217	06/24/26	PASCO COUNTY UTILITIES SERVICE	24668990-ACH	SVC PRD 04/17-05/15/26	Utility - Water	543018-53901	\$304.44
001	300218	06/24/26	PASCO COUNTY UTILITIES SERVICE	24668989-ACH	SVC PRD 04/17-05/15/26	Utility - Water	543018-53901	\$337.85
001	300219	06/24/26	PASCO COUNTY UTILITIES SERVICE	24667380-ACH	BILL PRD 5-6-6/4-26	Utility - Water	543018-53901	\$19.19
001	300220	06/30/26	DUKE ENERGY	062426-8382-ACH	BILL PRD 5/23-6/23/26	Electricity - Streetlights	543013-53901	\$176.59
001	300221	06/30/26	DUKE ENERGY	062426-8155-ACH	BILL PRD 5/23-6/23/26	Electricity - General	543006-53901	\$643.58
001	300222	06/30/26	DUKE ENERGY	062426-8650-ACH	BILL PRD 5/23-6/23/26	Electricity - Streetlights	543013-53901	\$65.49
001	300223	06/30/26	DUKE ENERGY	062426-8572-ACH	BILL PRD 5/23-6/23/26	Electricity - Streetlights	543013-53901	\$224.22
001	300224	06/30/26	DUKE ENERGY	062426-9367-ACH	BILL PRD 5/23-6/23/26	Electricity - General	543006-53901	\$369.77
001	300225	06/30/26	DUKE ENERGY	062426-8890-ACH	BILL PRD 5/23-6/23/26	Electricity - General	543006-53901	\$1,382.70
001	300227	06/26/26	AMERITAS ACH	AM-062626-401-ACH	PD 7/3/26-401	Retirement Benefits	522020-53901	\$177.98
001	300228	06/22/26	DUKE ENERGY	060126-0157-ACH	BILL PRD 04/30-05/28/26	Electricity - General	543006-53901	\$251.63
001	300229	06/08/26	PASCO COUNTY UTILITIES SERVICE	24500652-ACH	WATER/SEWER	Utility - Water	543018-53901	\$489.85
001	300230	06/08/26	PASCO COUNTY UTILITIES SERVICE	24498208-ACH	WATER/SEWER	Utility - Water	543018-53901	\$553.13
001	300231	06/08/26	PASCO COUNTY UTILITIES SERVICE	24498209-ACH	WATER/SEWER	Utility - Water	543018-53901	\$339.92
001	300232	06/02/26	ADT SECURITY SVCS - ACH	051326-5957-ACH	SEC SVCS JUNE 2026	Contracts-Security Services	534037-53901	\$41.30
001	300233	06/05/26	PASCO COUNTY UTILITIES SERVICE	24496596-ACH	BILLPRD 04/6-05/6/26	Utility - Water	543018-53901	\$13.13
001	4340	06/02/26	SARAH NESSELT	051326-	cleaning services May 2026	Contracts-Janitorial Services	534026-53901	\$850.00
001	DD03367	06/30/26	WASTE MANAGEMENT OF FLORIDA - ACH	1207219-1568-0-ACH	REFUSE REMOVAL JUNE26	Utility - Refuse Removal	543020-53901	\$93.68

Fund Total **\$70,929.79**

Total Checks Paid **\$70,929.79**

LAKE BERNADETTE COMMUNITY DEVELOPMENT DISTRICT

Duke Energy

Account no.	May-26 4/04-5/05	Jun-26 5/06-6/03	Jul-26 6/04-7/06	Total
9100 8742 7894	\$ 30.80	\$ 30.80	\$ 30.80	\$ 92.40
9100 8742 8100	30.80	30.80	30.80	92.40
Sub-total	\$ 61.60	\$ 61.60	\$ 61.60	<u>\$ 184.80</u>

Account no.	4/25-5/22	5/23-6/23	6/24-7/23	Total
9100 8172 8155	\$ 651.25	\$ 643.58	\$ -	\$ 1,294.83
9100 8742 8382	177.61	176.59	-	354.20
9100 8172 8402	84.44	83.53	-	167.97
9100 8742 8572	225.52	224.22	-	449.74
9100 8172 8650	65.85	65.49	-	131.34
9100 8172 8890	1,396.85	1,382.70	-	2,779.55
9100 8742 9367	373.81	369.77	-	743.58
Sub-total	\$ 2,975.33	\$ 2,945.88	\$ -	<u>\$ 5,921.21</u>

Account no.	4/30-5/28	5/29-6/29	6/30-7/28	Total
9100 8172 9297	\$ 1,078.56	\$ 1,136.43	\$ -	<u>\$ 2,214.99</u>
Sub-total				

Account no.	4/04-5/05	5/06-6/03	6/04-7/06	Total
9100 8172 9099	\$ 30.80	\$ 30.80	\$ 167.86	<u>\$ 229.46</u>
Sub-total				

Total				<u>\$ 8,550.46</u>
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COMPANY CODE	NAME	FILE NUMBER	POSITION ID	PAY DATE	GROSS PAY	TAKE HOME	DIRECT DEPOSIT : CK1-CHECKING	TOTAL HOURS	REGULAR EARNINGS	TOTAL EARNINGS
NK1	Berman, Michael C	001025	NK1001025	06/25/2026	200.00	184.70	184.70	1.00	200.00	200.00
NK1	Callaghan, James G	001043	NK1001043	06/25/2026	200.00	184.70	184.70	1.00	200.00	200.00
NK1	Callie, Sharon K	001050	NK1001050	06/25/2026	200.00	184.70	184.70	1.00	200.00	200.00
NK1	Hazelett, Bonnie K	001045	NK1001045	06/25/2026	200.00	184.70	184.70	1.00	200.00	200.00
NK1	Van Liew, Robert R	001036	NK1001036	06/25/2026	200.00	184.70	184.70	1.00	200.00	200.00
Totals For Company Code NK1:					1,000.00	923.50	923.50	5.00	1,000.00	1,000.00

COMPANY CODE	NAME	FILE NUMBER	POSITION ID	PAY DATE	GROSS PAY	TAKE HOME	DIRECT DEPOSIT : CK1-CHECKING	TOTAL HOURS	REGULAR EARNINGS	ADDITIONAL EARNINGS : HOL-HOLIDAY PAY	TOTAL EARNINGS
U6I	Kiely, William F	001035	U6I001035	06/18/2026	658.60	604.28	604.28	37.00	658.60		658.60
U6I	Kiely, William F	001035	U6I001035	06/05/2026	507.30	468.49	468.49	28.50	507.30		507.30
U6I	Lanser, Denise M	001051	U6I001051	06/18/2026	800.70	721.30	721.30	51.00	800.70		800.70
U6I	Lanser, Denise M	001051	U6I001051	06/05/2026	615.20	568.14	568.14	38.00	615.20		615.20
U6I	Nesselt, Daniel A	001006	U6I001006	06/18/2026	2,966.40	2,057.83	2,057.83	80.00	2,966.40		2,966.40
U6I	Nesselt, Daniel A	001006	U6I001006	06/05/2026	2,966.40	2,057.84	2,057.84	80.00	2,669.76	296.64	2,966.40
U6I	Pesce, Gregory A	001052	U6I001052	06/18/2026	234.40	216.46	216.46	16.00	234.40		234.40
U6I	Pesce, Gregory A	001052	U6I001052	06/05/2026	73.25	67.65	67.65	5.00	73.25		73.25
U6I	Yates, John S	001047	U6I001047	06/05/2026	301.50	278.44	278.44	18.00	301.50		301.50
U6I	Yates, John S	001047	U6I001047	06/18/2026	201.00	185.62	185.62	12.00	201.00		201.00
U6I	Yates, Martina	001042	U6I001042	06/18/2026	418.75	386.71	386.71	25.00	418.75		418.75
U6I	Yates, Martina	001042	U6I001042	06/05/2026	912.88	825.99	825.99	54.50	912.88		912.88
Totals For Company Code U6I:					10,656.38	8,438.75	8,438.75	445.00	10,359.74	296.64	10,656.38

LAKE BERNADETTE COMMUNITY DEVELOPMENT DISTRICT

Financial Snapshot July 16, 2026

- **Current Cash Balances:**
 - Bank United Operating: \$372,748.46
 - BankUnited MM: \$1,809,368.70
- **Assessment collections:**
 - We are 100% collected on the tax roll.
- **Audit – FY 2025:**
 - The FY 2025 audit was completed on June 26, 2026.
- **Expenses:**
 - Current expenses make up 71% of the annual budget through the end of June 2026.
 - Total expenses for the first 9 months are approximately \$557,669. This figure may change as we finalize the July financials. This puts your average monthly burn rate of approximately \$61,963 per month.
 - July financials will be distributed to the board by August 18th.

Lake Bernadette CDD

Cash Flow Projection

7/16/2026

	<u>Balances</u>	<u>Interest Rate</u>
Operating Account - Bank United	372,748.46	0.00%
MM Account - Bank United	1,809,368.70	3.37%
Less: Current Outstanding AP	(13,939.17)	
Estimated Cash Available To Date	<u>2,168,177.99</u>	
Outstanding FY26 Tax Roll	-	
Estimated Total Cash Available with Tax Roll	<u>2,168,177.99</u>	
 <u>Projections:</u>		
Monthly Average Spend (9 Months October-June)	62,000.00	
Total Monthly Average Spend	<u>62,000.00</u>	
Average Spend to YE (3 months July-September)	186,000.00	
Expected Cash Flow at YE (9/30/26)	<u>1,982,177.99</u>	
Average Spend 1st QTR FY27 (2 mos avg spend)	124,000.00	
Expected Need through 1st QTR FY27	<u>1,858,177.99</u>	
<i>*tax roll revenue for the new FY is received in December</i>		

From: Whitney Motes <WMotes@BankUnited.Com>

Sent: Thursday, June 25, 2026 9:58 AM

To: Sowani, Natasha <Natasha.Sowani@inframark.com>; Sanchez, Alba <alba.sanchez@inframark.com>

Subject: [EXTERNAL] RE: Lake Bernadette CDD - CD Options and ICS Program

You don't often get email from wmotes@bankunited.com. [Learn why this is important](#)

This message is from an external sender. DO NOT CLICK on links or attachments unless you recognize the sender and know the content is safe.

Good morning Alba,

Below are our current CD rates. As Natasha mentioned, we are working with districts that maintain larger balances to transition into sweep accounts.

The IntraFi sweep account provides up to **\$175MM in FDIC insurance** while currently earning **3.22% APY**. It also links directly to the operating (checking) account, which helps streamline account structure and reduces the need for multiple accounts, ultimately simplifying reconciliation for your team.

I've shared the information for your review. Please don't hesitate to reach out if you have any questions or would like to discuss further.

<u>Product Description</u>	<u>Term</u>	<u>APR</u>	<u>APY</u>
Public Funds Certificate of Deposit	3 months	3.537%	3.60%
Public Funds Certificate of Deposit	4 months	3.537%	3.60%
Public Funds Certificate of Deposit	5 months	3.537%	3.60%
Public Funds Certificate of Deposit	6 months	3.585%	3.65%
Public Funds Certificate of Deposit	9 months	3.585%	3.65%
Public Funds Certificate of Deposit	12 months	3.585%	3.65%
Offer expires	6/26/2026		

Thank You,

Whitney

UPCOMING PTO:

JUNE 30- JULY 3

JULY 8-JULY 10

JULY 27 – JULY 30



Whitney Motes

Government Banking

Associate Treasury & Liquidity RM

Cell: 407-583-9243

Office: 305-818-8509

Email: WMotes@BankUnited.com

www.bankunited.com

From: Sowani, Natasha <Natasha.Sowani@inframark.com>
Sent: Wednesday, June 24, 2026 1:03 PM
To: Sanchez, Alba <alba.sanchez@inframark.com>
Cc: Whitney Motes <WMotes@BankUnited.Com>
Subject: Lake Bernadette CDD - CD Options and ICS Program

Good afternoon Alba,

Since the board requested to review some options for CD rates at the Lake Bernadette CDD meeting last night I'd like to provide you with the last rates I receive. See below for this chart below, these are from March so we can request updated rates.

I've copied Whitney Motes on this email. She is our Government Banking manager at BankUnited. I also want to remind you that BankUnited has an ICS program that the district can benefit from and Whitney can provide you with additional information on this. Attached is a document with additional information as well. We have one other district that is currently taking advantage of this and moved all their funds to this account.

<u>Product Description</u>	<u>Term</u>	<u>APR</u>	<u>APY</u>
Public Funds Certificate of Deposit	3 months	3.489%	3.55%
Public Funds Certificate of Deposit	4 months	3.460%	3.52%
Public Funds Certificate of Deposit	5 months	3.460%	3.52%
Public Funds Certificate of Deposit	6 months	3.440%	3.50%
Public Funds Certificate of Deposit	7 months	3.392%	3.45%
Public Funds Certificate of Deposit	9 months	3.344%	3.40%
Public Funds Certificate of Deposit	12 months	3.247%	3.30%
Public Funds Certificate of Deposit	15 months	3.198%	3.25%
Public Funds Certificate of Deposit	18 months	3.150%	3.20%
<i>Offer expires</i>		<i>3/20/2026</i>	

Thank you,

Natasha Sowani | Director of Accounting



2005 Pan Am Circle, Suite 300 | Tampa, FL 33607
 (O) 813.873.7300 ext 106 (M) 813.608.8241

Please note: Florida has a very broad public records law. Most written communications to or from districts regarding business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure. ***Please do not reply “to all”.***

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.



Who can use **ICS**?

- Businesses of all sizes and types
- Nonprofits
- Government finance officers
- Other large-dollar depositors

How can you take advantage of **ICS**?

Let's talk about how ICS can work for you, and how you can enjoy yield, peace of mind, and flexibility—all at the same time.

IT **PAYS** TO BE SAFE[®]



ICS
INSURED CASH SWEEP

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What is **ICS**?

The ICS®, or Insured Cash Sweep®, service is a smart, secure, and convenient way to safeguard your large deposits.



EARN INTEREST

Put funds to work in money market deposit accounts.



ENJOY PEACE OF MIND

Your ICS funds are eligible for multi-million-dollar protection that's backed by the full faith and credit of the United States government.

No depositor has ever lost a penny of FDIC-insured funds.

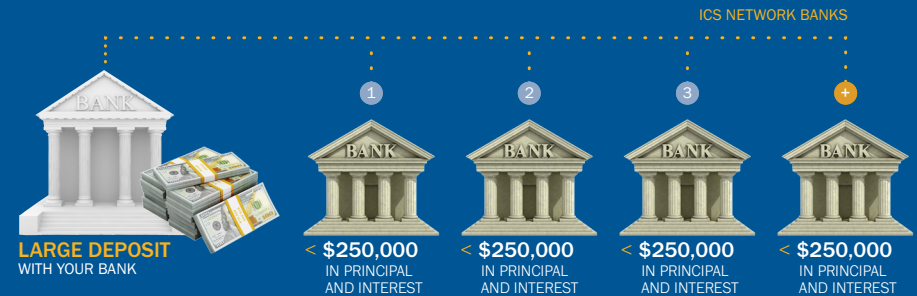


MAINTAIN ACCESS TO FUNDS

Withdraw ICS funds up to six times per month.

How does **ICS** work?

Our bank is part of a special network, the ICS Network. You have or set up a transaction account with our bank, sign the agreements, and deposit funds.



Deposits are sent to money market deposit accounts at other member institutions in amounts under the standard FDIC insurance maximum of \$250,000.¹

By working directly with just us—a bank you already know and trust—you can receive coverage through many and get just one regular statement.

[1] The standard FDIC insurance maximum is \$250,000 per insured capacity, per bank.

Placement of funds through the ICS service is subject to the terms, conditions, and disclosures in the service agreements, including the Deposit Placement Agreement ("DPA"). Limits and customer eligibility criteria apply. With the ICS savings option, program withdrawals are limited to six per month. Although funds are placed at destination banks in amounts that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA"), a depositor's balances at the relationship institution that places the funds may exceed the SMDIA (e.g., before ICS settlement for a deposit or after ICS settlement for a withdrawal) or be ineligible for FDIC insurance (if the relationship institution is not a bank). As stated in the DPA, the depositor is responsible for making any necessary arrangements to protect such balances consistent with applicable law. If the depositor is subject to restrictions on placement of its funds, the depositor is responsible for determining whether its use of ICS satisfies those restrictions. ICS, Insured Cash Sweep, and It Pays to Be Safe are registered service marks of Promontory Interfinancial Network, LLC.

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-212-558-4000
FACSIMILE: 1-212-558-3588
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LOS ANGELES • PALO ALTO • WASHINGTON, D.C.

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MELBOURNE • SYDNEY

March 29, 2013

Promontory Interfinancial Network, LLC,
1515 North Courthouse Road, Suite 1200,
Arlington, Virginia 22201.

Ladies and Gentlemen:

You have asked for our opinion as to whether “pass-through” deposit insurance coverage under the Federal Deposit Insurance Act, 12 U.S.C. § 1811 *et seq.* (the “*FDIA*”), and the Federal Deposit Insurance Corporation’s (“*FDIC*”) deposit insurance coverage regulations thereunder, 12 C.F.R. Part 330 (the “*Deposit Insurance Regulations*”), applies to deposits at various depository institutions whose accounts are insured by the FDIC (a “*Destination Institution*”) placed through your (sometimes referred to herein as “*Promontory*”) Insured Cash Sweep (“*ICS*”) service. The description of ICS set forth below is based upon the current versions of the principal agreements implementing the service that you have provided to us (identified as Version 2012/12) as well as our discussions with you.

I. The ICS Service

ICS is a cash sweep service that is implemented through four principal agreements (the “*Principal ICS Agreements*”), as follows:

- the Participating Institution Agreement (the “*Participating Institution Agreement*”) between each bank or trust company that elects to participate in the ICS service (a “*Participating Institution*”) and Promontory. A Participating Institution may participate in the ICS service either as a depository institution to which funds from customers of other Participating Institutions (or of the other Participating Institution itself) are swept (that is, as a Destination Institution), a bank or trust company the funds of whose customers (or whose funds) are swept to a Destination Institution (referred to as a “*Relationship Institution*”), or both;
- the Policies and Procedures Appendix (the “*PIA Appendix*”) to the Participation Institution Agreement;
- the Deposit Placement Agreement (the “*Deposit Placement Agreement*”) that each Relationship Institution must enter into with each customer (a “*Depositor*”) who elects to have its funds swept to deposit accounts (each a “*Deposit Account*”) at Destination Institutions using the ICS service; and
- the Custody, Settlement and Recordkeeping Agreement (the “*CSARA*”) between each Participating institution (whether participating in ICS as a Destination

Institution, a Relationship Institution, or both), and The Bank of New York Mellon (“*BNY Mellon*”) as “*Sub-Custodian*” for Relationship Institutions, “*Settlement Agent*” for Participating Institutions (whether acting as Destination Institutions or Relationship Institutions), “*Reconciliation Agent*” for Participating Institutions (whether acting as Relationship Institutions or Destination Institutions), and “*Recordkeeper*” (both for Relationship Institutions and for Destination Institutions with respect to certain deposit account records).

Under the Principal ICS Agreements:

- Funds of individual Depositors placed through the ICS service in Deposit Accounts at a specific Destination Institution will not exceed the FDIC’s standard maximum deposit insurance amount (“*SMDIA*”), currently \$250,000.
- Each Relationship Institution, the funds of whose customers are swept into Deposit Accounts at Destination Institutions using the ICS service (and whose customers therefore become Depositors at the Destination Institutions), acts as agent and custodian (“*Custodian*”) for each Depositor in connection with the placement of its funds, enters into a “*Custodian Agreement*” with each Depositor, and maintains on its records for each Depositor, in part with the assistance of BNYM as Sub-Custodian, a separate “*ICS Custodial Account*”.¹
- The funds of Depositors originate (i) in “*Transaction Accounts*” (either demand deposit accounts or negotiable order of withdrawal (“*NOW*”) accounts) at the Relationship Institution if the Relationship Institution is a depository institution and (ii) in any other account that the Relationship Institution may lawfully maintain if the Relationship Institution is a trust company whose accounts are not eligible for FDIC insurance (the account from which such funds are swept in either case referred to in the principal agreements as a “*Root Account*”).²
- Each Destination Institution opens and maintains in its deposit account records pursuant to Section 330.1(e) of the Deposit Insurance Regulations (its “*Deposit Account Records*”) a Deposit Account (either a demand deposit account, in the ICS demand option, or a money market deposit account, in the ICS savings option) in the name of BNYM as Sub-Custodian for each Depositor whose funds are submitted to the Destination Institution.³ Each Deposit Account will be recorded in the Destination Institution’s Deposit Account Records

¹ Deposit Placement Agreement § 2.1(a); Participating Institution Agreement § 2.3.

² Participating Institution Agreement § 2.2.

³ Participating Institution Agreement § 3.1(a).

“under the title ‘[Name of Sub-Custodian], acting as agent for others, each acting for itself and others’ or in such other manner of recordation as may be approved from time to time by the FDIC to permit ‘pass-through’ of deposit insurance to the Depositor.”⁴

- BNYM, as Recordkeeper for each Destination Institution, will maintain portions of the Destination Institution’s Deposit Account Records relating to its Deposit Accounts.⁵
- Each Deposit Account is solely the obligation of the Destination Institution that opens the Deposit Account and is not an obligation of either the Relationship Institution or BNY Mellon, each of which is acting in a custodial capacity (as Custodian and Sub-Custodian, respectively), all of which is clearly disclosed to Depositors.⁶
- Each Deposit Account accrues interest at a rate specified for that Deposit Account reflected in the Destination Institution’s Deposit Account Records.⁷ Although the Destination Institution agrees to establish for each Deposit Account as its applicable interest rate a rate determined by the Relationship Institution whose customer is the Depositor,⁸ payment of interest is solely the obligation of the Destination Institution (as noted above)⁹ and the Relationship Institution does not (and agrees not to) offer or promise the Depositor any particular interest rate for ICS deposits.¹⁰

⁴ *Id.*

⁵ Participating Institution Agreement § 1.1(a) and CSARA § 4.01(b) and Schedule D, § 2.

⁶ Deposit Placement Agreement §§ 2.1(a), 2.1(c), 2.1(d); Participation Institution Agreement § 2.3(b); CSARA § 1.01.

⁷ Deposit Placement Agreement §§ 2.1(c) and 2.1(d); Participating Institution Agreement § 3.2(a).

⁸ Participating Institution Agreement § 3.2(a)

⁹ See note 6.

¹⁰ Deposit Placement Agreement § 2.1(d); Participating Institution Agreement § 3.2(b). Interest rate differential equilibrium payments (“*Rate Bridge Payments*”) among Participating Institutions are used to provide each Destination Institution with an interest cost based on the interest rate or rates it offers its ordinary customers, but the payment or nonpayment of Rate Bridge Payments does not affect the timing or amount of each Destination Institution’s obligation to pay principal and interest on Deposit Accounts at

- The Relationship Institution, as Custodian for a Depositor, is required to provide to the Recordkeeper

“a record of (i) the Depositor’s name, address, and taxpayer identification number, including changes in any thereof, and (ii) any representative capacity in which the Depositor may be acting,”¹¹

and the Recordkeeper is responsible under the CSARA for maintaining Depositor records, including the information referenced above provided by the Relationship Institution.¹²

- Each Depositor has access to the online ICS Depositor Control Panel (“DCP”). Through the DCP, the Depositor has the opportunity to view a list of the Destination Institutions at which the Depositor’s funds have been placed (including the amount of the Depositor’s Deposit Account at each Destination Institution) and to verify that funds have not been placed at any Destination Institution that the Depositor has indicated it wishes to exclude from eligibility to receive its funds through the ICS service.¹³
- Additionally, in a process known as ICS Depositor Placement Review (“DPR”) implemented through the DCP, on each business day the Depositor may review the proposed allocations of the Depositor’s funds to Destination Institutions for that day and reject any proposed allocation to a Destination Institution the Depositor wishes to exclude from eligibility to receive its funds through the ICS service. If the Depositor rejects a proposed allocation in DPR, funds will not be allocated to the rejected Destination Institution for that day, and the rejected Destination Institution will be added to the Depositor’s exclusions for future allocations. Accordingly, through the DCP, the Depositor exercises control over the placement of the Depositor’s funds even with respect to Destination Institutions that the Depositor has not previously excluded.

the Destination Institution in accordance with the terms established under the Principal ICS Agreements. The Rate Bridge Payments, and related rights and obligations, are solely among Participating Institutions. PIA Appendix § 5.2.

¹¹ Participating Institution Agreement § 2.6.

¹² *See also* CSARA § 4.01 and Schedule D.

¹³ Deposit Placement Agreement § 2.2(a); Participating Institution Agreement § 6.1.

II. Discussion and Opinion

Under the FDIA,¹⁴ the Deposit Insurance Regulations¹⁵ and FDIC interpretive letters,¹⁶ deposit insurance coverage is based on actual ownership of the entitlement to funds on deposit. When an owner's funds are placed by or through a third party as fiduciary, agent or custodian, deposit insurance coverage "*passes through*" the third party to the owner, provided that the pass-through requirements of the Deposit Insurance Regulations are met. The same result applies when the third party is acting for multiple owners and when there are multiple levels of custodian relationships.

Deposit insurance coverage under the FDIA for an account held by a custodian – such as, in ICS, the Relationship Institution as Custodian and BNY Mellon as Sub-Custodian – is governed by Sections 330.5 and 330.7 of the Deposit Insurance Regulations. Section 330.5 sets forth the key requirements for deposit insurance to "pass through" a "fiduciary" to the depositor for whom the fiduciary is acting. A "fiduciary" includes, but is not limited to, "a trustee, agent, nominee, guardian, executor or custodian."¹⁷ Pursuant to Section 330.5, if the insured institution's deposit account records indicate that funds are held in a fiduciary capacity, and the fiduciary's records maintained in good faith and in the regular course of business indicate the ownership interest of the beneficial owner of the account, the FDIC will insure the deposits of the beneficial owner to the same extent, and subject to the same limitations, as deposits held by the beneficial owner directly with the insured institution in the same insurable capacity.¹⁸

When, as with the ICS service, there are multiple levels of fiduciary relationships (e.g., BNYM as the Sub-Custodian and the Relationship Institution as the Custodian), the Deposit Insurance Regulations specified the manner in which Deposit Insurance may "pass through" those different levels of relationships to the beneficial owner. In any such case, the Deposit Account Records must clearly reflect that there are multiple levels of fiduciary relationships. The existence of additional levels of fiduciary relationships must be disclosed in records at subsequent levels and the names and identities of the persons on whose behalf the fiduciary is acting must be disclosed at each level.¹⁹

Section 330.7(a) states:

¹⁴ FDIA § 11(a)(1)(c).

¹⁵ Deposit Insurance Regulations §§ 330.3, 330.5 and 330.7.

¹⁶ See, e.g., Guidance on Deposit Placement and Collection Activities by FDIC-Insured Institutions and Their Affiliates, published as Financial Institution Letter 29-2010, dated June 7, 2010 ("*FIL 29-2010*").

¹⁷ Deposit Insurance Regulations § 330.5(b)(1).

¹⁸ Deposit Insurance Regulations §§ 330.3(a), 330.5(b)(1) and 330.5(b)(2).

¹⁹ Deposit Insurance Regulations § 330.5(b)(3).

“Funds owned by a principal or principals and deposited into one or more deposit accounts in the name of an agent, custodian or nominee, shall be insured to the same extent as if deposited in the name of the principal(s).”

In other words, the insurance coverage “*passes through*” the agent or custodian to the actual owner or owners of the funds. The funds belonging to each owner are aggregated with any other funds of the same owner deposited in the same insurable ownership capacity at the same insured depository institution, and the aggregated funds are insured up to the SMDIA. In addition, Section 330.5(b)(3) of the Deposit Insurance Regulations provides for pass-through deposit insurance coverage “where there are multiple levels of fiduciary relationships.”²⁰

For pass-through deposit insurance coverage to apply, the FDIC, as an interpretive matter, has distilled the application of the Deposit Insurance Regulations’ pass-through principles to the following three requirements:²¹

- The fiduciary status of the nominal accountholder must be expressly disclosed in the deposit account records of the insured depository institution (the “*Depositor Records Disclosure Requirement*”).²²
- The interests of the actual owners of the funds on deposit must be ascertainable either from the account records of the insured depository institution or from records maintained by the custodian or by a person or entity that maintains the records for the custodian (the “*Ascertainable Interest Requirement*”).²³
- The agency or custodial relationship must be genuine. That is, the entitlement to funds on deposit at the FDIC-insured depository institution must actually belong

²⁰ We note that, under the Deposit Insurance Regulations, the holders of an interest in an investment arrangement that is, or should be, registered with the Securities and Exchange Commission (“SEC”) as an investment company under the Investment Company Act of 1940 are not eligible for pass-through deposit insurance. See 12 C.F.R. § 330.11(a)(2). The Deposit Accounts would not be eligible for pass-through deposit insurance if the SEC were to determine that the ICS service offered by a Relationship Institution is an investment company. We understand that, in consultation with other counsel, the ICS service has been structured to avoid having the attributes of an investment company.

²¹ FIL 29-2010.

²² Deposit Insurance Regulations § 330.5(b)(1).

²³ Deposit Insurance Regulations § 330.5(b)(2).

to the identified owners and not to the custodian (the “*Ownership Requirement*”).²⁴

Applying each of these requirements to the ICS service as documented through the Principal ICS Agreements:

Depositor Records Disclosure Requirement. Section 3.1(a) of the Participating Institution Agreement requires that each Deposit Account be recorded in the Destination Institution’s Deposit Account Records under the title “[Name of Sub-Custodian], acting as agent for others, each acting for itself and others.”

Ascertainable Interest Requirement. Under the Deposit Placement Agreement (and Custodian Agreement required by that Agreement) as well as the Participating Institution Agreement and the CSARA, the Relationship Institution as Custodian and BNY Mellon as its Sub-Custodian maintain records from which, among other things, the ownership interest of each Depositor can be ascertained. As reflected in Section 2.6 of the Participating Institution Agreement, these records include each Depositor’s name, address and tax identification number, any representative capacity in which the Depositor is acting, and each Depositor’s principal balance and accrued interest in each Deposit Account.

Ownership Requirement. As to this requirement:

- The Principal ICS Agreements clearly document that the Deposit Accounts are owned by the Depositors and are obligations solely of the applicable Destination Institution and are not obligations of either the Relationship Institution or BNY Mellon, each of which is acting in a custodial capacity (as Custodian and Sub-Custodian, respectively).²⁵
- Insofar as state law is concerned, under Article 8 of the Uniform Commercial Code, the Relationship Institutions and BNY Mellon are acting as “*securities intermediaries*” and the Depositor is the “*entitlement holder*” with respect to its Deposit Accounts. Article 8 specifically provides that financial assets held in this manner for an entitlement holder are not the property of the intermediary. This is fully disclosed to Depositors in Section 1.1(b) of the Deposit Placement Agreement and Section 2.7 of the Participating Institution Agreement.
- The FDIC staff has from time to time expressed concern with respect to programs where there is a mismatch between the interest rate and the maturity date offered to a customer versus the interest rate and maturity dates reflected on the underlying depository institution’s records. In particular, in FIL 29-2010 the

²⁴ Deposit Insurance Regulations § 330.3(h) and 330.5(a)(1).

²⁵ Deposit Placement Agreement §§ 2.1(a) 2.1(d); Participation Institution Agreement § 3.2.

staff indicated, in the context of certificates of deposit, that the genuineness requirement for pass-through insurance “is likely not satisfied if the interest rate and the maturity date offered to the customer do not match the interest rate and maturity date of the certificate of deposit . . . purchased.” FIL 29-2010 reflects an FDIC staff concern that such a “mismatch” of interest rates or maturity dates could indicate that a debtor-creditor relationship exists between the custodian and that customer and that, as a result, the custodian rather than the customer may be the owner of the funds. In ICS there is no “mismatch” between any interest rate offered to a Depositor or the maturity date or withdrawal terms of the Depositor’s Deposit Account and the interest rate at which interest is actually recorded by the Destination Institution and accrued and paid or the applicable maturity date or withdrawal terms. As reflected in the Principal ICS Agreements and discussed in Part I, each Destination Institution’s Deposit Account Records, including those maintained for it by BNY Mellon as Recordkeeper, reflect separate Deposit Accounts for each Depositor and separate interest rates and other terms for each such Deposit Account. Moreover, the Relationship Institution does not offer or promise any particular interest rate to the Depositor.

As you are aware, we have discussed with the staff of the FDIC our view that pass-through deposit insurance coverage under the FDIA and the Deposit Insurance Regulations, as addressed in public interpretive letters rendered by the staff, applies to deposits placed at Destination Institutions through the ICS service. The staff has declined to render written advice at this time concerning the ICS service and, it appears, deposit insurance flow-through treatment as applied to sweep arrangements more generally. However, the staff indicated in telephone conferences with us that they do not disagree with our conclusion that pass-through deposit insurance coverage does apply to the ICS service.

Based upon the foregoing, we advise you that, in our opinion, a Depositor’s deposit balances in Deposit Accounts at Destination Institutions that are established and maintained through the ICS service will be eligible to be insured by the FDIC on a pass-through basis to the same extent as if the Deposit Accounts were established and held by the Depositor directly with the Destination Institution, subject to the limitations, such as aggregation of balances, that are prescribed by the FDIA and the Deposit Insurance Regulations. A Depositor’s deposit balances in Deposit Accounts at a Destination Institution are subject to aggregation with deposit balances of the Depositor in any other deposit accounts established and maintained at the same Destination Institution in the same insurable right and capacity, whether such other deposit accounts are established and maintained through the ICS service or otherwise.

Promontory Interfinancial Network, LLC

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Our opinion is limited to the matters expressly addressed above and does not address the validity or enforceability of any of the Principal ICS Agreements or the application of any law, rule or regulation to the ICS service or its participants except as set forth above. We have assumed, with your approval, that the records maintained by BNYM and Relationship Institutions as provided for in the Principal ICS Agreements are maintained by them in good faith and in the regular course of business.

Very truly yours,

A handwritten signature in black ink, appearing to read "Sullivan & Connolly LLP". The signature is written in a cursive, flowing style.

**Lake Bernadette Community
Development District**

ANNUAL FINANCIAL REPORT

September 30, 2025

Lake Bernadette Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2025

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REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Lake Bernadette Community Development District
Pasco County, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of Lake Bernadette Community Development District (the "District"), as of and for the year ended September 30, 2025, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2025, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

To the Board of Supervisors
Lake Bernadette Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts, and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis be presented to supplement the basic financial statements.



To the Board of Supervisors
Lake Bernadette Community Development District

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with Florida Statutes 218.39(3)(c) but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated June 26, 2026 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts and grant agreements and other matters.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 26, 2026

**Lake Bernadette Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2025**

Management's discussion and analysis of Lake Bernadette Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories: 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government and physical environment.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Lake Bernadette Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2025**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long-lived assets are reported as expenditures and long-term liabilities, such as long-term debt, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, a reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, and capital assets are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2025.

- ◆ The District's total assets exceeded total liabilities by \$3,733,847 (net position). Unrestricted net position for governmental activities was \$1,955,890, and net investment in capital assets was \$1,777,957.
- ◆ Governmental activities revenues totaled \$850,234, while governmental activities expenses totaled \$821,701.

**Lake Bernadette Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2025**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	<u>2025</u>	<u>2024</u>
Current assets	\$ 1,985,435	\$ 1,893,145
Capital assets	<u>1,777,957</u>	<u>1,835,579</u>
Total Assets	<u>3,763,392</u>	<u>3,728,724</u>
Current liabilities	27,779	21,644
Non-current liabilities	<u>1,766</u>	<u>1,766</u>
Total Liabilities	<u>29,545</u>	<u>23,410</u>
Net position - net investment in capital assets	1,777,957	1,835,579
Net position - unrestricted	<u>1,955,890</u>	<u>1,869,735</u>
Total Net Position	<u><u>\$ 3,733,847</u></u>	<u><u>\$ 3,705,314</u></u>

The increase in current assets and net position - unrestricted is related to revenues exceeding expenditures at the fund level in the current year.

The decrease in capital assets and net investment in capital assets was due to depreciation in the current year.

**Lake Bernadette Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2025**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change in Net Position

	Governmental Activities	
	<u>2025</u>	<u>2024</u>
Program Revenues		
Charges for services	\$ 760,281	\$ 761,064
General Revenues		
Investment earnings	72,002	87,055
Miscellaneous revenues	<u>17,951</u>	<u>6,599</u>
Total Revenues	<u>850,234</u>	<u>854,718</u>
Expenses		
General government	169,475	141,691
Physical environment	<u>652,226</u>	<u>567,592</u>
Total Expenses	<u>821,701</u>	<u>709,283</u>
Change in Net Position	28,533	145,435
Net Position - Beginning of Year	<u>3,705,314</u>	<u>3,559,879</u>
Net Position - End of Year	<u><u>\$ 3,733,847</u></u>	<u><u>\$ 3,705,314</u></u>

The increase in general government is primarily related to the increase in insurance costs in the current year.

The increase in physical environment is primarily due to increases in repair and maintenance and miscellaneous contingency expenses in the current year.

**Lake Bernadette Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2025**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2025 and 2024.

<u>Description</u>	<u>Governmental Activities</u>	
	<u>2025</u>	<u>2024</u>
Land improvements	\$ 1,042,571	\$ 1,042,571
Building and improvements	2,068,490	2,068,490
Infrastructure	500,561	500,561
Machinery and equipment	120,698	120,698
Accumulated depreciation	<u>(1,954,363)</u>	<u>(1,896,741)</u>
Capital Assets, Net	<u>\$ 1,777,957</u>	<u>\$ 1,835,579</u>

During the year, depreciation was \$57,622.

General Fund Budgetary Highlights

Budgeted expenditures exceeded actual expenditures primarily due to less use of reserves than were anticipated.

The September 30, 2025 budget was not amended.

Economic Factors and Next Year's Budget

Lake Bernadette Community Development District does not expect any economic factors to have any significant effect on the financial position or results of operations of the District in fiscal year 2026.

Request for Information

The financial report is designed to provide a general overview of Lake Bernadette Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Lake Bernadette Community Development District, Inframark LLC, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.

Lake Bernadette Community Development District
STATEMENT OF NET POSITION
September 30, 2025

	Governmental Activities
ASSETS	
Current Assets	
Cash and cash equivalents	\$ 1,965,081
Accounts receivable	369
Due from other governments	3,428
Prepaid expenses	13,537
Deposits	835
Restricted cash - deposits	2,185
Total Current Assets	<u>1,985,435</u>
Non-current Assets	
Capital assets not being depreciated	
Land improvements	1,042,571
Capital assets, being depreciated	
Building and improvements	2,068,490
Infrastructure	500,561
Machinery and equipment	120,698
Less: accumulated depreciation	<u>(1,954,363)</u>
Total Non-current Assets	<u>1,777,957</u>
Total Assets	<u>3,763,392</u>
LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	25,594
Deposits payable from restricted assets	2,185
Total Current Liabilities	<u>27,779</u>
Non-current Liabilities	
Accrued compensated absences	1,766
Total Liabilities	<u>29,545</u>
NET POSITION	
Net investment in capital assets	1,777,957
Unrestricted	1,955,890
Total Net Position	<u><u>\$ 3,733,847</u></u>

See accompanying notes to financial statements.

Lake Bernadette Community Development District
STATEMENT OF ACTIVITIES
For The Year Ended September 30, 2025

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues Charges for Services</u>	<u>Net (Expense) Revenues and Changes in Net Position Governmental Activities</u>
Governmental Activities			
General government	\$ (169,475)	\$ 168,633	\$ (842)
Physical environment	(652,226)	591,648	(60,578)
Total Governmental Activities	<u>\$ (821,701)</u>	<u>\$ 760,281</u>	<u>(61,420)</u>
General revenues:			
			72,002
			17,951
			<u>89,953</u>
Change in Net Position			28,533
Net Position - October 1, 2024			<u>3,705,314</u>
Net Position - September 30, 2025			<u><u>\$ 3,733,847</u></u>

See accompanying notes to financial statements.

Lake Bernadette Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2025

	General Fund
ASSETS	
Cash and cash equivalents	\$ 1,967,266
Accounts receivable	369
Due from other governments	3,428
Prepaid expenses	13,537
Deposits	835
Total Assets	<u>\$ 1,985,435</u>
LIABILITIES AND FUND BALANCES	
LIABILITIES	
Accounts payable and accrued expenses	\$ 25,594
Deposits payable	2,185
Total Liabilities	<u>27,779</u>
FUND BALANCES	
Nonspendable	
Prepaid expenses	13,537
Deposits	835
Assigned	
Operating reserves	196,312
Roadways	44,693
Clubhouse	35,576
Swimming pools	95,347
Court amenities	15,717
Lakes	92,517
Other	190,559
Unassigned	1,272,563
Total Fund Balances	<u>1,957,656</u>
Total Liabilities and Fund Balances	<u>\$ 1,985,435</u>

See accompanying notes to financial statements.

Lake Bernadette Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2025

Total Governmental Fund Balances	\$ 1,957,656
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, not being depreciated, land improvements, used in governmental activities are not current financial resources, and therefore, are not reported at the fund level.	1,042,571
Capital assets, being depreciated, buildings and improvements, \$2,068,490, infrastructure, \$500,561, and equipment, \$120,698, net of accumulated depreciation, \$(1,954,363), used in governmental activities are not current financial resources, and therefore, are not reported at the fund level.	735,386
Long-term liabilities, including accrued compensated absences, are not due and payable in the current period, and therefore, are not reported at the fund level.	<u>(1,766)</u>
Net Position of Governmental Activities	<u><u>\$ 3,733,847</u></u>

See accompanying notes to financial statements.

Lake Bernadette Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For The Year Ended September 30, 2025

	<u>General</u>
Revenues	
Special assessments	\$ 760,281
Investment earnings	72,002
Miscellaneous revenues	17,951
Total Revenues	<u>850,234</u>
Expenditures	
Current	
General government	169,475
Physical environment	594,604
Total Expenditures	<u>764,079</u>
Net Change in Fund Balances	86,155
Fund Balances - October 1, 2024	<u>1,871,501</u>
Fund Balances - September 30, 2025	<u><u>\$ 1,957,656</u></u>

See accompanying notes to financial statements.

Lake Bernadette Community Development District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES
For The Year Ended September 30, 2025

Net Change in Fund Balances - Total Governmental Funds	\$ 86,155
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Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of depreciation in the current period.

	<u>(57,622)</u>
Change in Net Position of Governmental Activities	<u>\$ 28,533</u>

See accompanying notes to financial statements.

**Lake Bernadette Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL –
GENERAL FUND**

For The Year Ended September 30, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Special assessments	\$ 758,505	\$ 758,505	\$ 760,281	\$ 1,776
Investment earnings	30,100	30,100	72,002	41,902
Miscellaneous revenues	2,450	2,450	17,951	15,501
Total Revenues	<u>791,055</u>	<u>791,055</u>	<u>850,234</u>	<u>59,179</u>
Expenditures				
Current				
General government	165,362	165,362	169,475	(4,113)
Physical environment	620,008	620,008	594,604	25,404
Total Expenditures	<u>785,370</u>	<u>785,370</u>	<u>764,079</u>	<u>21,291</u>
Net Change in Fund Balances	5,685	5,685	86,155	80,470
Fund Balances - October 1, 2024	<u>1,699,627</u>	<u>1,699,627</u>	<u>1,871,501</u>	<u>171,874</u>
Fund Balances - September 30, 2025	<u><u>\$1,705,312</u></u>	<u><u>\$1,705,312</u></u>	<u><u>\$ 1,957,656</u></u>	<u><u>\$ 252,344</u></u>

See accompanying notes to financial statements.

Lake Bernadette Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Lake Bernadette Community Development District (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established in 1996, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance 96-03 of the Board of County Commissioners of Pasco County, as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing or re-constructing, enlarging or extending, equipping, operating and maintaining water management, water supply, sewer and waste water management, bridges or culverts, district roads, landscaping, street lights and other basic infrastructure projects within or outside the boundaries of the District. The District is governed by a five-member Board of Supervisors who are elected for four-year terms. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Lake Bernadette Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards Board Statement Number 61, the financial reporting entity, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

**Lake Bernadette Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include separate columns for the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are primarily supported by special assessments and interest. Program revenues include charges for services, and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter, to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

**Lake Bernadette Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District classifies fund balance in accordance with Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

**Lake Bernadette Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as capital assets, and non-current governmental liabilities, such as accrued compensated absences, be reported in the governmental activities column in the government-wide Statement of Net Position.

**Lake Bernadette Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Cash equivalents include time deposits and all highly liquid debt instruments with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

b. Restricted Net Position

Certain net position of the District is classified as restricted on the Statement of Net Position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors.

c. Capital Assets

Capital assets, which include land improvements, building and improvements, infrastructure, and machinery and equipment, are reported in the governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

**Lake Bernadette Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

c. Capital Assets (Continued)

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Buildings and improvements	5-50 years
Machinery and equipment	7-15 years
Infrastructure	10-30 years

d. Accrued Compensated Absences

The District records accrued compensation, if any, for amounts earned but unpaid as of the end of the reporting period. Accrued compensation is recognized as a liability when the related services have been provided and payment has not yet been made. Compensated absences, if applicable, are accrued in accordance with current governmental accounting standards.

e. Budgets

Budgets are prepared and adopted after a public hearing for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general fund. As a result, deficits in the budget columns of the accompanying financial statements may occur.

f. Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the financial statement date and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Lake Bernadette Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position

“Total fund balances” of the District’s governmental funds, \$1,957,656, differs from “net position” of governmental activities, \$3,733,847, reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the Statement of Net Position versus the current financial resources focus of the governmental fund balance sheet. The effect of the differences is illustrated below:

Capital related items

When capital assets (that are to be used in governmental activities) are purchased or constructed, the cost of those assets is reported as expenditures at the governmental fund level. However, the Statement of Net Position included those capital assets among the assets of the District as a whole.

Land improvements	\$ 1,042,571
Building and improvements	2,068,490
Infrastructure	500,561
Machinery and equipment	120,698
Accumulated depreciation	<u>(1,954,363)</u>
Total	<u>\$ 1,777,957</u>

Long-term liabilities

Long-term liabilities applicable to the District’s governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the Statement of Net Position. Balances at September 30, 2025 were:

Accrued compensated absences	<u>\$ (1,766)</u>
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**Lake Bernadette Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025**

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities

The “net change in fund balances” for government funds, \$86,155, differs from the “change in net position” for governmental activities, \$28,533, reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated below.

Capital related items

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures at the governmental fund level. However, in the Statement of Activities, the costs of those assets is allocated over their estimated useful lives and reported as depreciation. As a result, fund balances decrease by the amount of financial resources expended, whereas net position decrease by the amount of depreciation charged for the year.

Depreciation	\$ <u>(57,622)</u>
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Lake Bernadette Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE C – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk; however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2025, the District's bank balance was \$1,975,924 and the carrying value was \$1,967,266. Exposure to custodial credit risk was as follows. The District maintains all deposits and certificate of deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by the Federal Deposit Insurance Corporation or collateralized under Chapter 280, Florida Statutes.

Investments

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

As of September 30, 2025, the District had no investments.

The District's investment policy allows management to invest funds in investments permitted under Section 218.415, Florida Statutes.

**Lake Bernadette Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025**

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Interest Rate Risk

The District monitors investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments are limited by state statutory requirements. The District has no investment policy that would further limit its investment choices.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one investment.

The types of deposits and their level of risk exposure as of September 30, 2025, were typical of these items during the fiscal year then ended.

NOTE D – SPECIAL ASSESSMENT REVENUES

Special assessment revenues recognized for the 2024-2025 fiscal year were levied in August 2024. All assessments are due and payable on November 1 or as soon as the assessment roll is certified and delivered to the Tax Collector. Per Section 197.162, Florida Statutes discounts are allowed for early payment at the rate of 4% in November, 3% in December, 2% in January, and 1% in February. Assessments paid in March are without discount.

All unpaid assessments become delinquent as of April 1. Virtually all unpaid assessments are collected via the sale of tax certificates on or prior to, June 1; therefore, there were no material assessments receivable at fiscal year-end.

Lake Bernadette Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE E – CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2025 was as follows:

	Balance October 1, 2024	Additions	Deletions	Balance September 30, 2025
<u>Governmental Activities</u>				
Capital assets, not being depreciated				
Land and improvements	\$ 1,042,571	\$ -	\$ -	\$ 1,042,571
Capital assets, being depreciated				
Buildings and improvements	2,068,490	-	-	2,068,490
Infrastructure	500,561	-	-	500,561
Machinery and equipment	120,698	-	-	120,698
Total Capital Assets, Being Depreciated	<u>2,689,749</u>	<u>-</u>	<u>-</u>	<u>2,689,749</u>
Less accumulated depreciation for:				
Buildings and improvements	(1,372,530)	(40,515)	-	(1,413,045)
Infrastructure	(453,685)	(10,897)	-	(464,582)
Machinery and equipment	(70,526)	(6,210)	-	(76,736)
Total Accumulated Depreciation	<u>(1,896,741)</u>	<u>(57,622)</u>	<u>-</u>	<u>(1,954,363)</u>
Total Capital Assets, Being Depreciated, Net	<u>793,008</u>	<u>(57,622)</u>	<u>-</u>	<u>735,386</u>
Governmental Activities Capital Assets	<u>\$ 1,835,579</u>	<u>\$ (57,622)</u>	<u>\$ -</u>	<u>\$ 1,777,957</u>

Depreciation of \$57,622 was charged to physical environment.

NOTE F – RISK MANAGEMENT

The government is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. These risks are covered by commercial insurance from independent third parties. There were no claims or settled claims from these risks that have exceeded commercial coverage for each of the past three years.



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Lake Bernadette Community Development District
Pasco County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements, as listed in the table of contents, of Lake Bernadette Community Development District, as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated June 26, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered Lake Bernadette Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Lake Bernadette Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Lake Bernadette Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.



To the Board of Supervisors
Lake Bernadette Community Development District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Lake Bernadette Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 26, 2026



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

MANAGEMENT LETTER

To the Board of Supervisors
Lake Bernadette Community Development District
Pasco County, Florida

Report on the Financial Statements

We have audited the financial statements of Lake Bernadette Community Development District as of and for the year ended September 30, 2025, and have issued our report thereon dated June 26, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 26, 2026, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been made to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding financial audit report.

To the Board of Supervisors
Lake Bernadette Community Development District

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not Lake Bernadette Community Development District met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that Lake Bernadette Community Development District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Lake Bernadette Community Development District. It is management's responsibility to monitor Lake Bernadette Community Development District's financial condition; and our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information below was provided by management and has not been audited by us; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, Lake Bernadette Community Development District reported:

- 1) The total number of District employees compensated in the last pay period of the District's fiscal year as: 6
- 2) The total number of independent contractors, to whom nonemployee compensation was paid in the last month of the District's fiscal year as: 13
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as: \$124,153
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$133,596.29
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2024, together with the total expenditures for such project as: N/A
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The Board did not amend the budget. See page 15 of the audit report.



To the Board of Supervisors
Lake Bernadette Community Development District

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)9, Rules of the Auditor General, Lake Bernadette Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District:
\$876 – \$974 for the General Fund
- 2) The amount of special assessments collected by or on behalf of the District: \$760,281
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds are as follows: There are no outstanding bonds.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or fraud, waste, or abuse, that has occurred or is likely to have occurred, that has an effect on the financial statements that is less than material, but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 26, 2026



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Lake Bernadette Community Development District
Pasco County, Florida

We have examined Lake Bernadette Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2025. Management is responsible for Lake Bernadette Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Lake Bernadette Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Lake Bernadette Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Lake Bernadette Community Development District's compliance with the specified requirements.

In our opinion, Lake Bernadette Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2025.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 26, 2026



Consolidated Land Services, Inc.

Mailing Address:
P.O. Box 2593
Dade City, FL 33526

Estimate

Date	Estimate #
7/13/2026	00000544

Name / Address
Lake Bernadette CDD c/o Inframark 11555 Heron Ba Blvd. Ste 201 Coral Springs, FL 33076

Project				
Pond 30 Erosion Repair				
Description	Qty	U/M	Rate	Total
Project Type: Erosion Repair along Embankment Project Location: Pond 30 in the NE corner behind address 5831 Montford Dr. Project Material: High Strength Geogrid Flexamat (Hard) Armoring System Scope of Work: CLS, Inc. (CLS) will mobilize equipment, materials, and personnel in accordance with the timeframe established by the Notice to Proceed. Prior to mobilization, CLS will coordinate utility locates and verify and mark irrigation systems within the designated work area. Track mat systems will be utilized, as needed, to reduce potential impacts to access routes, staging areas, and adjacent work areas. Following mobilization, CLS will implement Maintenance of Traffic (MOT) measures to support the safe movement of vehicular and pedestrian traffic throughout the work area. MOT controls will also be established around equipment, materials, and staging areas to maintain safe site conditions. Once the required safety measures are in place, CLS will excavate, re-grade, backfill, compact, and re-stabilize the eroded slope to restore the area to plan grade and prepare the subgrade for installation of the specified materials. Upon restoration of the design grade, CLS will utilize contractor's means and methods to install High Strength Geogrid Flexamat (Hard) Armoring system along the NE corner of pond slope with Earth Anchoring System, Trenches and Toe-In, and install 6" to 12" Rip Rap at the Outfall Structure to reinforce, and increase the longevity of the pond slope and mitigate future erosion and damage. Upon completion, the restored areas will be re-vegetated with sod combined with a polymer additive to boost re-establishment of vegetation and to add additional reinforcement around perimeter. Work Sequence: 1. Coordinate utility locates prior to commencement of work. 2. Mobilize equipment, materials, and personnel to the project site. 3. Verify and mark irrigation systems within the designated work area. 4. Install Maintenance of Traffic (MOT) measures, silt fence, and track mat systems to support safe site access and minimize impacts to access routes and laydown areas. 5. Prepare the subgrade, including excavation and removal of unsuitable materials.	1	ea	11,613.55	11,613.55
Initial:	Continued on next page...			



Consolidated Land Services, Inc.

Mailing Address:
P.O. Box 2593
Dade City, FL 33526

Estimate

Date	Estimate #
7/13/2026	00000544

Name / Address
Lake Bernadette CDD c/o Inframark 11555 Heron Ba Blvd. Ste 201 Coral Springs, FL 33076

Project
Pond 30 Erosion Repair

Description	Qty	U/M	Rate	Total
6. Re-grade, backfill, compact, and re-stabilize the eroded slope to restore the area to plan grade and prepare the subgrade in accordance with the project requirements. 7. Install the Coconut Mesh (High Strength Geogrid Flexamat (Hard) Armoring System and 6" to 12" Rip Rap. 8. Remove the silt fence and track mat system. 9. Revegetate with sod and add polymer additive for additional support for reestablishment of vegetation. 10. Demobilize from the project site upon completion of the work.				

Initial:	Continued on next page...



Consolidated Land Services, Inc.

Mailing Address:
P.O. Box 2593
Dade City, FL 33526

Estimate

Date	Estimate #
7/13/2026	00000544

Name / Address
Lake Bernadette CDD c/o Inframark 11555 Heron Ba Blvd. Ste 201 Coral Springs, FL 33076

		Project			
		Pond 30 Erosion Repair			
Description		Qty	U/M	Rate	Total
*Track mat systems will be utilized to minimize disturbances to access points and work areas. *Access points will be identified by Project Owner. CLS, Inc. is not responsible for damages to sidewalks, asphalt, parking lot, lay down areas or access points. In the event damage occurs, and request for repairs are made, CLS, Inc. may provide change order. *Access areas are considered common areas, and are not included in this estimate. If customer would like access areas restored and/or revegetated a proposal may be provided upon request. *CLS, Inc. is not responsible for irrigating or watering re-vegetated/sodded areas. In the event, watering is requested, a proposal may be provided. *Manufacturing Warranty applies to all product material. Warranty does not cover labor, normal wear and tear, harsh Florida weather conditions, force majeure, including, but not limited to, abuse, misuse, mishandling, neglect or improper alterations. CLS assumes no liability should this intervention fail to achieve the intended result in mitigating ongoing erosion and/or failure at, near or to the pond embankment. *Project Owner is responsible for all permitting requirements, marking irrigation and private utilities. CLS, Inc. will call in commercial utility locates as required. *All payments under this Agreement shall be made in strict accordance with the Florida Prompt Payment Act (Section 218.70, Florida Statutes). Owner shall pay Contractor all undisputed amounts within 20 days after a proper invoice has been submitted, following requirements of the Florida Prompt Payment Act. Any payment not made within the timeframe specified in the Florida Prompt Payment Act shall accrue interest at the rate specified in the Florida Statutes. The existence of a punch list shall not constitute a basis to withhold payment or dispute that any amount of payment is due.					
Approved by:		Estimate Valid for 30 Days. CLS, Inc. Provides Competition Sensitive Pricing. Total\$11,613.55			



SERVICES AGREEMENT

PROPERTY NAME: Lake Bernadette CDD

CUSTOMER NAME: **Lake Bernadette CDD**

SERVICE DESCRIPTION: 2026 Pond Sediment Services at Site 30A

EFFECTIVE DATE: **July 10, 2026**

SUBMITTED TO: Dan Nesselt

SUBMITTED BY: Emalina Robinson, Project Manager; LisaMarie Strawser, Contract and Service Administrator

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A. The services provided by Solitude under this Agreement are not intended to, and shall not be construed as, constituting a survey or the practice of surveying. Solitude does not perform professional surveying services.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.
6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.
7. RESERVED.
8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.
9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.
10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the



Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

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

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

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

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.



18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

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

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

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

LAKE BERNADETTE CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

***SOLitude Lake Management, LLC
PO Box 85529
Chicago, IL 60689-5529***

Customer's Address for Notice Purposes:

Please Mail All Notices and Agreements to:

***SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451***



SCHEDULE A – SCOPE OF SERVICES

Specifications:

1. Company will mobilize equipment and crews to the site.
2. Pull the washed in sediment out of the pond
3. Install this sediment into the eroded area.
4. Install 1 drain box & drainpipe.
5. Install coco mat over the repaired area.
6. Install Bahia sod over the mat.

Assumptions:

1. Company will have free and unimpeded access to the work location.
2. Should any additional issues be identified during work activity, Company will notify Customer immediately to discuss modified scope, related additional costs, and confirm project path forward.

General Qualifications:

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



SCHEDULE B – PRICING SCHEDULE

Total Price: **\$3,334.00** Price is valid for 60 days from the Effective Date.

Due upon execution of this Agreement: 50% of the Total Price

Due upon completion of the services: remaining 50% of the Total Price

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

PROPOSAL

Lake Bernadette CDD

Pond 30A Erosion Repair

7/17/2026

Remediate erosion on southeast corner of Pond 30A located behind 5831 Montford Drive.

Scope includes:

- replace eroded soil
- cover with coconut mesh fabric
- restore area with Bahia sod

TOTAL \$3,400



Proposal Prepared for:

Lake Bernadette CDD
5410 Golf Links Boulevard
Zephyrhills, Florida 33541
Contact: Dan Nesselt
Email: info@lakebernadette.org

Prepared by:

Tom Bryant
Email: tbryant@sunriselandscape.com
Proposal Date: 7/20/2026
Proposal #: 42852

Post Inspection Needed Repairs - June 2026

Pool/Playground controller:

Zone 2 - broken rotor and zone line by basketball court.

Zone 4 - need to replace nozzles for better coverage on center island.

Zone 5 - broken spray head center island #2.

Zone 6 - broken rotors bt retention area after basketball court.

Zone 7 - broken spray heads and nozzle on center island #3.

Zone 10 - zone line break by Fairway monument.

Clubhouse control:

Zone 1 - broken spray head and zone line at front parking lot of clubhouse.

Zone 2 - zone line break by parking lot.

Eiland Blvd Controller:

Zone 1 - broken spray head by exit.

Zone 4 - broken spray head exit by controller.

Zone 5 - broken rotors I 20 sidewalks by controller.

Zone 7 - center island #1 replace clogged nozzles and fix zone line break and broken spray head.

Zone 9 - broken spray head center island #2 across from controller.

Zone 15 - Not working and need to locate.

Zone 13 - broken I 20 rotors and zone line by Braddock monument.

Zone 14 - broken I 20 rotor inside side walk by Braddock monument.

Zone 16 - broken spray head on Eiland Blvd. by white fence.

Zone 21 - not working. Need to locate valve.

Zone 18 - zone line break underneath heavy Oak tree roots.

Materials listing:

(10) Hunter I20 6" PC/PF Rotor CV

(11) 6" Hunter Pro Pop Up

(40) Misc. connectors and PVC

Proposal Pricing is valid for 30 days from the proposal date.

PROJECT TOTAL: \$2,319.08

Terms & Conditions

Terms and Conditions:

1. **Services:** For any Additional Work, terms and pricing must be proposed in a change order with such change order executed by both parties. Any such change order will become a part of this Agreement, with the executed change order controlling to the extent of any conflict between such executed change order and this Agreement.
2. **Terms:** Association/Owner shall pay any invoice within thirty (30) days following receipt thereof, and hereby agrees to pay interest at a rate equal to the lesser of 1.5% per month or the highest legal rate on all accounts not received within 45 days of invoice date. Further, the Association/Owner shall be responsible for any collection costs incurred by the Contractor in the collection of sums past due under this Agreement, including attorneys' fees and costs incurred. Without prejudice to the Contractor's other rights and remedies, the Contractor may halt any further work and services if the Association/Owner has failed to pay sums due hereunder.
3. **Insurance:** Contractor will maintain adequate general liability insurance, broad form contractual liability insurance, and worker's compensation to meet its legal requirements throughout the term of this Agreement. The contractor shall furnish a Certificate of Insurance describing coverage in effect and naming the Association/Owner as an additional insured on any general liability insurance. Association/Owner shall maintain its own liability insurance providing coverage for bodily injury, death, and property damage to any invitee of the Property, and property damage insurance against fire, vandalism, and other perils covering the value of the Property.
4. **Property Damage:** Association/Owner is responsible for notifying the Contractor of any underground utilities or irrigation systems and other Property conditions. The Contractor is not responsible for any damage, including irrigation components, cable lines, power lines, etc. that may occur in the installation process without prior knowledge of location or whereabouts. The Contractor is not responsible for the condition of the landscape due to drought, freeze, or storm damage. In the event of any damage, Association/Owner and administrative representative of the Contractor must allow forty-eight (48) hours for the Contractor to inspect said damage, and the Contractor shall establish the cause at its reasonable discretion. If the damage was caused by the negligence of the Contractor, the Contractor may, at its option, either repair or pay for the repair of any such damage, but only to the extent caused by the Contractor's negligence. The cost of the repairs performed by others that have been accepted by the Contractor shall be billed to the Contractor directly and will not be deducted from sums owed to the Contractor by the Owner.
5. **Limitation of Liability:** The contractor assumes no liability for damages caused by conditions beyond the Contractor's control. The Contractor shall have no liability for any defects in materials provided by others and shall have no liability for any damages of any kind beyond ninety (90) days following the completion of any Services or Additional Work (as applicable). IN NO EVENT SHALL THE CONTRACTOR OR ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, SERVANTS, SUBCONTRACTORS, OR EMPLOYEES BE LIABLE UNDER THIS AGREEMENT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, STATUTORY, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.
6. **Catastrophic or Natural Events:** Work schedules may be interrupted by weather conditions to the point that scheduled activities, i.e., planting, pruning, edging, etc., may be temporarily halted, with no liability to the Contractor. Acceptable horticultural practices call for minimal pruning of freeze-damaged material until the threat of future freezes has passed. Special clean-ups and/or pruning due to storms, freezes, human-initiated events by other than the Contractor, or other Acts of God are not included and will require extra charge based on time, material, and disposal fees as per the fee and costs lists included herein. If a catastrophic or manmade event were to occur and all or part of the property become un-maintainable as this Agreement outlines, all services for the Association/Owner and the appropriate compensation to the Contractor (as determined by the Contractor in good faith) will be suspended until

such time they can be resumed. If only part of the property were damaged, the contract payments and services provided would be prorated accordingly by the Contractor in good faith. Work schedules may also be halted or interrupted as a result of government orders or recommendations, including, without any limitation, government orders and recommendations related to the COVID-19 pandemic, all without liability to the Contractor.

7. Severability and Waiver: If any section, subsection, sentence, clause, phrase, or word of this Contract be and is, for any other reason held or declared by a court of competent jurisdiction to be inoperative or void, such holdings shall not affect the remaining portions of this agreement. It shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this contract, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenant, condition or right as respects further performance. Any provision of this Agreement which by its terms survives termination of this Agreement (for example, without limitation, Sections 6 and 11), shall so survive.
8. Amendments: No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.
9. Choice of Law and Forum; Attorney's Fees: The parties hereby agree that this Agreement, the construction of its terms, and the determination of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida and that any action or suit arising out of or relating to this Agreement will be brought solely in any state or federal court located in Hillsborough County, Florida. Both parties hereby submit to the exclusive jurisdiction and venue of any such court. In any such action or suit, in addition to any other relief awarded, the prevailing party shall be entitled to collect from the losing party, the prevailing party's reasonable attorney's fees and costs. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.
10. Liens: Association/Owner's failure to timely pay the amounts due Contractor under this Agreement may result in a claim of lien against the Property under Chapter 713, Florida Statutes.

By 
Tom Bryant

Date 7/20/2026
Sunrise Landscaping Contrs

By _____

Date _____
Lake Bernadette CDD

SOLITUDE

LAKE MANAGEMENT



Lake Bernadette CDD Waterway Inspection Report

Reason for Inspection: Scheduled-recurring

Inspection Date: 2026-07-01

Prepared for:

District Manager
Inframark

Prepared by:

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

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Site: 13

Comments:

Site looks good

Site is looking great. Water levels look to have remained the same. Growth is being controlled and flow structure looks good.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 16

Comments:

Site looks good

Overall site is doing well. All beneficials within site are looking healthy. No concerns at this time.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 17

Comments:

No longer service pond 17

Action Required:

Routine maintenance next visit

Target:

Site: 18

Comments:

Site looks good
Site is algae free and looking very well.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: 20

Comments:

No longer service pond 20

Action Required:

Routine maintenance next visit

Target:

Site: 21

Comments:

Site looks good
Site is in good condition and there are no notable concerns.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: 22

Comments:

Site looks good

There is no notable concerns at this time. Flow structure is in good condition. Water is starting to flow into site.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 30

Comments:

Site looks good

This site is in good condition. Beneficials are looking well and there is no nuisance growth present.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 30A

Comments:

Normal growth observed

This month site has some shoreline weeds. Erosion seen in far corner of site that will be monitored.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 32

Comments:

Normal growth observed

The algae this site was experiencing has cleared up nicely. Shorelines have some minor grass growth.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



Site: 33

Comments:

Site looks good

Water levels have increased within site. PA was treated and is now cleared. Shorelines are free of growth.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 34

Comments:

Normal growth observed

Biofilm present. Bull rush and duck potato are looking healthy and site has no nuisance growth.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 35

Comments:

Site looks good

Overall site is looking well with no concerns at this time.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 45A

Comments:

Site looks good

Beneficials are looking healthy.
Flow structures in good condition.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 45B

Comments:

Site looks good

This site is looking well. No notable concerns at this time.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 46A

Comments:

Site looks good

Site is in good condition at this time.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 46B

Comments:

Site looks good

Site and flow structure are in good shape.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 47

Comments:

Normal growth observed

Site is looking well. Very minor surface algae within site.

Action Required:

Routine maintenance next visit

Target:

Surface algae



Site: WA-9

Comments:

Site looks good

The minor shorelines weeds were addressed. Overall site looks well.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Management Summary

The pictures on the left column are from July 2026 and the pictures on the right are from June 2026.

We have a good handle on all sites with very little shoreline growth and little algae. Pond 33 was experiencing PA bloom last month and is now cleared up from an effective treatment. A few sites have some very minor shoreline grasses. We have been experiencing warmer weather and more rain, therefore we are monitoring for any algae that may be starting to bloom. We are looking out for trash that may have gotten washed into sites and ensuring all flow structure are free of debris/obstruction.

Erosion on the corner of site 30A will need to be monitored as we get more rain. Overall sites are looking well and we will continue to maintain them as normal.

Feel free to reach out with any questions or concerns. Email: emalina.robinson@solitudelake.com
Thank you for choosing SOLitude Lake Management!

Lake Bernadette CDD Waterway Inspection Report

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2026-07-01

Site	Comments	Target	Action Required
13	Site looks good	Species non-specific	Routine maintenance next visit
16	Site looks good	Species non-specific	Routine maintenance next visit
17			Routine maintenance next visit
18	Site looks good	Species non-specific	Routine maintenance next visit
20			Routine maintenance next visit
21	Site looks good	Species non-specific	Routine maintenance next visit
22	Site looks good	Species non-specific	Routine maintenance next visit
30	Site looks good	Species non-specific	Routine maintenance next visit
30A	Normal growth observed	Species non-specific	Routine maintenance next visit
32	Normal growth observed	Torpedograss	Routine maintenance next visit
33	Site looks good	Species non-specific	Routine maintenance next visit
34	Normal growth observed	Species non-specific	Routine maintenance next visit
35	Site looks good	Species non-specific	Routine maintenance next visit
45A	Site looks good	Species non-specific	Routine maintenance next visit
45B	Site looks good	Species non-specific	Routine maintenance next visit
46A	Site looks good	Species non-specific	Routine maintenance next visit
46B	Site looks good	Species non-specific	Routine maintenance next visit
47	Normal growth observed	Surface algae	Routine maintenance next visit
WA-9	Site looks good	Species non-specific	Routine maintenance next visit



SERVICES AGREEMENT

PROPERTY NAME: Lake Bernadette CDD

CUSTOMER NAME: Lake Bernadette CDD

SERVICE DESCRIPTION: One AirMax Aeration System Installation - **Lake Bernadette Cdd - Pond 33**

EFFECTIVE DATE: July 8, 2026

SUBMITTED TO: Dan Nesselt

SUBMITTED BY: Erika Bamberg, Contract and Service Administrator

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A. The services provided by Solitude under this Agreement are not intended to, and shall not be construed as, constituting a survey or the practice of surveying. Solitude does not perform professional surveying services.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



2026 AirMax Aeration System Installation Services Agreement

Lake Bernadette CDD (7911) - EB

Page 2 of 8

5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.
6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.
7. RESERVED.
8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.
9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.
10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.
- Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

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

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

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

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.



18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

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

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

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

LAKE BERNADETTE CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**SOLitude Lake Management, LLC
PO Box 85529
Chicago, IL 60689-5529**

Customer's Address for Notice Purposes:

Please Mail All Notices and Agreements to:

**SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**



SCHEDULE A – AERATION SYSTEM INSTALLATION SERVICES

Aeration System Install: Lake Bernadette Cdd - Pond 33

1. Company will install the following submersed air diffused aeration system:

1 Airmax PS20 Submersed Aeration System (115V)

Includes: SilentAir™ Compressor with SmartStart™ Technology
Pressure Relief Valve
Pressure Gauge
Airflow Manifold Assembly
Enhanced Cooling System
Dual Air Filters
Weather Proof / Sound Reducing Cabinet
Two (2) ProAir 4 Weighted Bottom Diffusers
400 ft. Easy Set underwater self-weighted air delivery tubing
(3/8" ID / 5/8" OD)
All labor and parts necessary for proper installation

2. Air Diffusers will be evenly placed throughout the lake in the deepest areas possible to provide for uniform coverage and to maximize the benefits of aeration on the lake.

***For all single-phase units** customer must provide suitable 115V power source with appropriate breaker or disconnect for electrical connection by the edge of the pond, next to the site where the compressor cabinet is to be placed. SOLitude Lake Management® can arrange for any additional electrical work necessary to meet these electrical requirements for an additional fee. SOLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above. The cost for installation is based on the assumption that power is available within 30 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).

Manufacturer Warranty:

1. Manufacturer warrants the compressor and electrical components for **three (3) years** from the date of installation against any defects in materials and workmanship.
2. Manufacturer warrants Diffusers and Airline for **five (5) years** from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants the Cabinet for **ten (10) years** from the date of installation against any defects in materials and workmanship.
4. The manufacturer's warranty warranty will be voided if:
 - a. Any person not specifically authorized by the manufacturer performs any service, repair, or other work to the fountain/aeration system.
 - b. The fountain/aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

SOLitude Lake Management Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.



2. Company warrants all labor for the fountain/aeration system for a period of **ninety (90) days** from the date of installation.
3. The Company warranty will be voided if:
 - a. Any person not specifically authorized by Company performs any service, repair, or other work to the fountain/aeration system.
 - b. The fountain/aeration is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.
4. The customer will be responsible for shipping charges to return the items for evaluation and repair in the event the items are not covered by the warranty. The customer will be responsible for repair or replacement costs, along with the return shipping and labor associated with SÖLitude Lake Management.

General Qualifications:

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

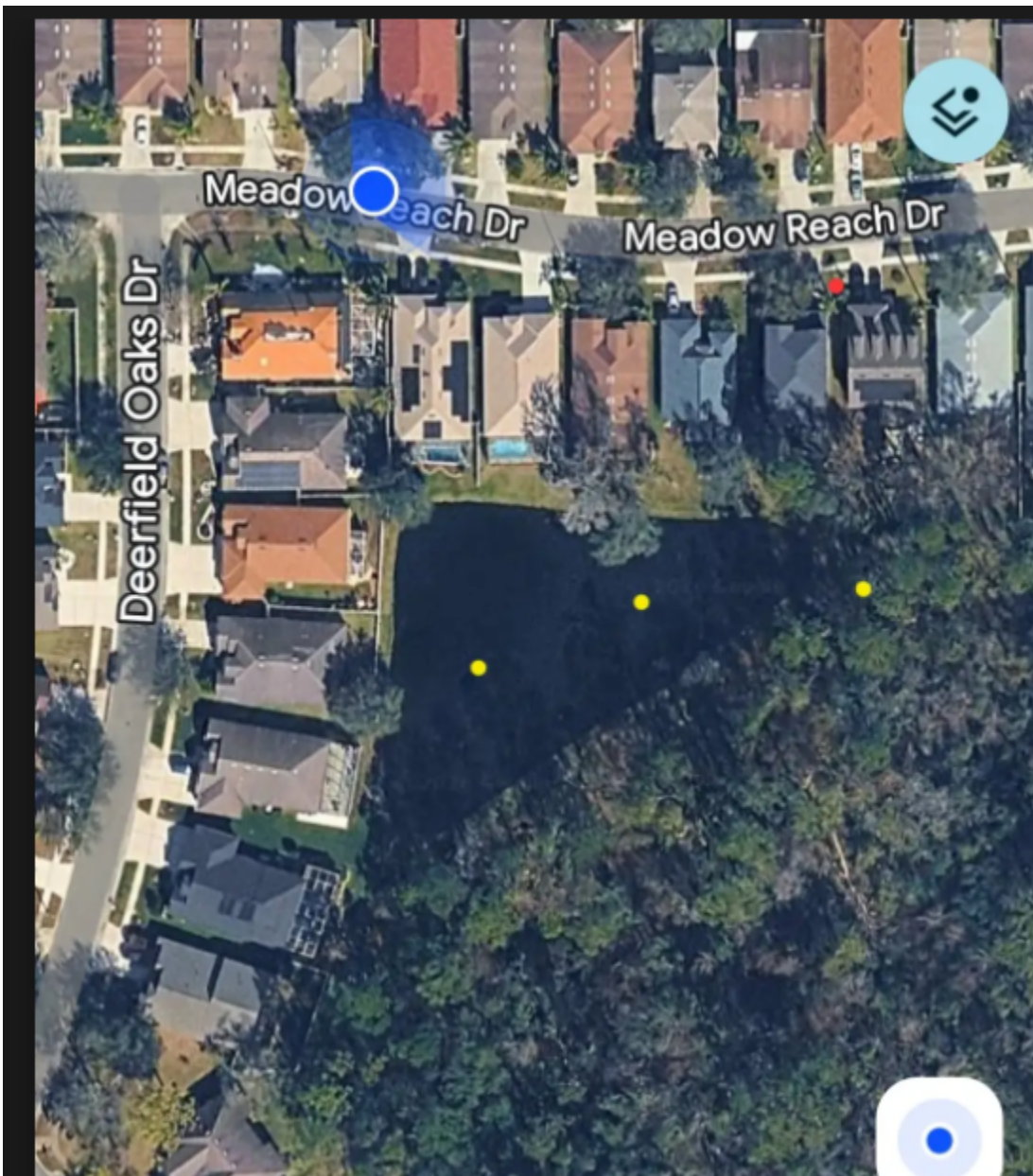


SCHEDULE B – PRICING SCHEDULE

Total Price: **\$5,137.07** Price is valid for 60 days from the Effective Date

Due upon execution of this Agreement: 50% of the Total Price

Due upon completion of the services: remaining 50% of the Total Price



CDD Meeting Topics of Discussion

Lake Bernadette Community Center

July , 2026

Upcoming Events:

1. Cdd meeting 7/28 6:00pm
2. Blood drive 7/28 1-3pm
3. Melt Machine 7/17 5-8pm
4. Tias Table Food truck TBA

Upcoming Projects:

1. Tree trimming around main pool area (September)
2. Pond 30 erosion at east side of pond (bids provided)
3. Pool furniture / cleaning pressure wash (Sept)
4. Replacing dead landscape plants clubhouse parking lot (Sunrise)
5. Pool lift replacement proposals provided
6. Fill in eroded area near pond 22 (Site Masters) August
- 7 . 2 new grand room ballroom lights need to be ordered due to faulty light after power surge

Completed projects/ tasks

1. 4 ac units serviced by Barhs ac (yearly service agreement)
2. Repaired and painted clubhouse mailbox
3. Replaced main pool deck step tape
4. Re- stained and replaced rotten wood on deck at clubhouse
5. Replaced 2 fitness equipment cables in gym (Coastal Fitness)
6. Replaced one soap dispenser in ladies locker room bath
7. Replaced broken recumbent bike pedal in gym
8. New intercom speakers installed at cabana / playground areas (Complete IT
9. Dead trees taken down and removed in Lakeview (Little Lake Bernadette)

www.signarama-newtampa.com

Payment Terms: Cash Customer

Created Date: 6/4/2026

DESCRIPTION: 4' x 6' EMC Boards

Bill To: Lake Bernadette Community Development District c/o
2654 Cypress Ridge Blvd
Wesley Chapel, FL 33543
US

Pickup At: Signarama of New Tampa
Signs of Tampa Bay LLC
dba Signarama New Tampa
1917 Passero Ave Lutz, FL 33559
US

Requested By: Dan Nessel
Email: info@lakebernadette.org
Work Phone: (813) 995-4873
Cell Phone: (813) 788-7690
Tax ID: 85-8012582800

Salesperson: David Diehm
Cell Phone: 813-230-1971

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	4' x 6' EMC Boards Electronic Message Center - Quantity: 2 - Size: 4' x 6' - Single Sided DISPLAY SPECIFICATIONS - LED Pixel Pitch: 10.0mm - Matrix Size: 120 x 192 - Viewing Area: 3' 11 1/4" x 6' 3 9/16" - Cabinet Size: 3' 11 1/4" x 6' 3 9/16" x 5 3/8" - Color: RGB - Color Processing: RGB 281 Trillion Levels-M - LED's per pixel: Red: 1 Green: 1 Blue: 1 - Total # of LED's: 69120 - Character Size: 2.75 Inches # of Lines/Char. Line: 17 line(s), 32 characters - Brightness: 9,500 Nits Max., 8000 Nits Calibrated (±5%) - Viewing Angle: 160 Degrees Horizontal - Display Configuration: Single Face (1 Cabinet - Master) - Maintenance Door: Front - Cabinet Design: Module - Display Net Weight: Approx. 215.00 lbs. per face (+/- 10%)	2	\$19,081.775	\$38,163.55

- Ventilation: Rear Vent

STANDARD FEATURES

- Dimming Levels: 100 - Auto & Manual
- Dimming/Temp. Sensor: MeCloud Webservice
- Crate: Included
- Software: MeCloud Lifetime, up to 10 years.
- Software Upgrade: Lifetime Software Upgrades, up to 10 years.
- Software Training: Webinar

ELECTRICAL & VENTING REQUIREMENTS

- AC Power Required: Single Phase 120V or 240V 50/60Hz
- Total Boot Up Amps* (120V): 13.1
- Regular Operating Amps* (120V): 3.79
- Example Electrical Cost* (120V): US\$0.59/Day
- Venting Requirement*: 249.89 CFM

All Prices quoted are valid for 14 days from the date of stated on the quotation.
The minimum price for an order is \$150.00.

* Invoices & Cancellation of Orders:

Signarama New Tampa prepares your order according to your specifications. Therefore, prior to its commencement, your order is only cancelable with the Vendor's prior written consent. After the commencement of your order (the point at which materials are ordered and work has begun), your order is non-cancelable. The Customer is Solely Responsible for Proofreading; Vendor does not assume any responsibility for the correctness of copy. Therefore, you must review and sign proof prior to the commencement of your order. By signing your proof, you approve of its content and release the Vendor to commence the work. You are solely responsible for the content of the proof once it has been signed.

* Vendor's Liability: Vendor's total liability is hereby expressly limited to the services indicated on the invoice and Vendor will not be liable for any subsequent damages, consequential damages, or otherwise. All dates promised on this invoice are approximations unless the word "firm" is written and acknowledged by the Vendor.

* Terms of Payment: Upon ordering, 50% deposit is required on any order, if the order is less than \$300.00, customer must pay in full. Your balance will be due upon completion, delivery and/or installation. Any payment with a credit or debit card will be subject to a 3.5 % convenience fee. Any incoming WIRE transfers are subject to a \$20 fee. We gladly will accept payment by cash, check, Zelle, or ACH to avoid such fees. Vendor may, at its sole discretion, extend credit terms to you upon approval.

* Collection Procedures: Invoices are considered delinquent thirty (30) days from the date that your order is completed. After the thirtieth day, a late charge of \$25.00, together with interest accruing at the rate of 1.5% per month, or the

Subtotal:	\$38,163.55
Taxes:	\$0.00
Grand Total:	\$38,163.55
Deposit Required:	\$19,081.78

maximum rate allowable by law, is assessed. You shall be liable for all costs related to the collection of delinquent invoices, including court costs and attorney's fees. If payment is made by check and the check is returned or stopped, there will be an additional \$35 fee per check added to the invoice.

- * Customer's Acceptance of Work: Customer's acceptance, either personally or through his/her agent(s) and/or employee(s) of the work ordered shall be deemed as full acceptance. This means that by accepting delivery of the work, the customer affirms that the work substantially conforms to all expectations.
- * Lost or Substantially Forgotten Work: If the customer does not take possession of completed work within thirty (30) days from notification of completion, then the work will be considered lost or forgotten, and the vendor will not be responsible for further loss. Customers will be billed and responsible for payment for work that has been completed.
- * Photos and Videos: From time to time, Signarama New Tampa will take photographs and/or videos, during installation and surveys, at the customer site/property. These photos may include but are not exclusive to Signarama employees, products, and/or services offered by us. These photos and/or videos are the sole property of Signarama New Tampa and may be used for social media posts, publications, website advertisements, and marketing purposes. Unless otherwise written, release and consent will remain in effect until written documentation is submitted withdrawing the authorization. Customers will not receive any monetary compensation.

Thank you for your business - We appreciate it very much.

Signature: _____ **Date:** _____