

*Viera East Community
Development District*

Agenda

May 27, 2020

AGENDA

Viera East

Community Development District

219 East Livingston Street, Orlando, FL 32801

Phone: 407-841-5524 – Fax: 407-839-1526

May 20, 2020

Board of Supervisors
Viera East Community
Development District

Dear Board Members:

The Board of Supervisors of the Viera East Community Development District will meet **Wednesday, May 27, 2020 at 2:00 p.m. in the Multi-Purpose Room, Faith Lutheran Church, 5550 Faith Drive, Viera, FL.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the November 21, 2019 and February 26, 2020 Meetings
4. Consideration of Resolution 2020-07 Approving the Proposed Fiscal Year 2021 Budget and Setting a Public Hearing
5. Discussion and Consideration of Bulkhead RFP Documents
6. Discussion of Mr. Oakley's Presentation on Clubhouse Renovation
7. Discussion of Resident Request for Pond Aerator
8. Staff Reports
 - A. General Manager's Report
 - B. District Manager's Report
 - i. Discussion of Qualifying Period and Procedure
 - ii. Presentation of Number of Registered Voters – 7,748
 - iii. Presentation of Arbitrage Rebate Calculation Report
 - C. Attorney
9. Treasurer's Report – Consideration of Financial Statements
 - A. Approval of Check Register
 - B. Balance Sheet and Income Statement
10. Supervisor's Requests
11. Recess Board of Supervisors Meeting

Attorney-Client Session - 2:30 PM

 - A. Roll Call
 - B. Attorney-Client Session
 - C. Adjournment
12. Reconvene Board of Supervisors Meeting
13. Consideration of Any Actions Needed as a Result of the Shade Session
14. Adjournment

The second order of business of the Board of Supervisors meeting is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the approval of minutes of the November 21, 2019 and February 26, 2020 meetings. The minutes are enclosed for your review.

The fourth order of business is consideration of Resolution 2020-07 approving the proposed Fiscal Year 2021 budget and setting a public hearing. A copy of the resolution is enclosed for your review.

The fifth order of business is discussion and consideration of bulkhead RFP documents. Copies of the documents are enclosed for your review.

The sixth order of business is discussion of Mr. Oakley's presentation on clubhouse renovation. A copy of the presentation is enclosed for your review.

The seventh order of business is discussion of resident request for pond aerator. Back-up is enclosed for your review.

The eighth order of business is the Staff Reports. Section A is the General Manager's Report. Section B is the District Manager's Report. Section 1 is discussion of qualifying period and procedure. Section 2 is presentation of number of registered voters living within the boundaries of the district. A letter from the Brevard County Supervisor of Elections is enclosed for your review. Section 3 is presentation of arbitrage rebate calculation report. A copy of the report is enclosed for your review.

The ninth order of business is the Treasurer's Report. Section A includes the check register being submitted for approval and Section B includes the balance sheet and income statement for your review.

The eleventh order of business recesses the Board of Supervisors meeting to begin the shade session.

The twelfth order of business reconvenes the Board of Supervisors meeting.

The thirteenth order of business is consideration of any actions needed as a result of the shade session.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

Jason Showe
District Manager

Cc: Brian Jones, District Counsel
Rey Malave, District Engineer
Tim Melloh, General Manager

MINUTES

NOVEMBER 21, 2019 PUBLIC HEARING
OF VIERA EAST COMMUNITY DEVELOPMENT DISTRICT

[Hearing tape 1]

Paul McCarthy It is Thursday, November 21, 2019, 6 p.m. We are in the multi-purpose room, Faith Lutheran Church, 5550 Faith Drive, Viera, Florida. Roll call, Paul McCarthy.

Dave Bedwell

Melinda Thompson

Bill Oakley

Jo Walsh

Tim Melloh

Jason Showe

Rhonda Mossing with MBS Capital Marketing

Hank Fishkind

Steve Zucker, Shutts & Bowen.

Jack McElroy, Shutts & Bowen.

Brett Renton with Shutts & Bowen.

Paul McCarthy The board would like to thank everyone for their attendance this evening. As we proceed, I would ask that we all respect each other and the variety of opinions that are going to be expressed and shared. We are all part of the same community. Everyone has been introduced here, so we're going to go right into the presentation. We have three people, who will making a presentation and answering questions from the board. We ask the audience to save their questions until the public comment portion of the meeting, which will occur after three presentations. In order to speak, please sign up at the back of the room and you will be assigned a number. Our first presenter is Jason Showe.

Jason Showe: Good evening everyone. My name is Jason Showe. I serve—I work for Governmental Management Services, and I serve as District Manager for the Viera East Community Development District. I'm going to give you some information this evening, so we'll start - we'll start with kind of a bird's eye view of the Community Development District. This is the boundaries of the Viera East Community Development District as they

were formed in 1991 when the District was created. Everything within those pink lines is what comprises the Viera East Community Development District. We'll go through these line by line. So the Viera East Community Development District, that's the picture of it. This is what is inside of the Viera East Community Development District. There are 31 different subdivisions and communities, approximately 4,200 homes. There are 205 acres, approximately, of commercial properties. Over 1,000 acres of wetlands and conservation area that the CDD maintains. The CDD maintains a scrub jay habitat, five miles of sidewalks and bike paths. The CDD maintains 84 retention ponds. They own a restaurant, which is leased to a third party. They own Woodside Park as well as various other infrastructure and maintenance areas throughout the District. Nature area trails, an 18-hole championship golf course and practice range, and the Viera East CDD employs 50 staff members. Then we go to a website with all of our information. It is VieraEastCDD.com.

We wanted to highlight some of the accomplishments of the CDD. These are just a small sampling. Every year the CDD completes lake bank restoration. This is specifically to address slope issues, drainage issues, as well as restoring those lake banks from erosion. The CDD owns 33.1 miles worth of lake banks. Every year in the general fund, we restore 2,000 linear feet. We've done 10,000 linear feet since 2015.

As part of our ongoing contributions to health and safety throughout the community, the CDD also maintains fire lines. There are over 150,000 feet—linear feet of fire lines. We maintain a third of that every year to help with the protection of property.

In 2016, the golf course added TifEagle greens and putting surfaces. This is a superior grass to what was prior on the golf course. This has improved play on the course, and has increased the play since installation. In 2017, the course added EZ Links software and tee time system. This improved their ability to sell rounds of golf to outside players and increase the revenues in the recreation fund.

In 2018, the CDD board approved a new Rainbird pump station. This was to replace the irrigation system—the pump station of the course, which was original. This has improved reliability and reduced the down time of the course. It's important to note that any installation—any upgrades in the future -- this pump would be compatible with those upgrades. Additionally, the course has also sponsored the Mike Hogan Golf School for Youth since 2014, which hosts approximately 100 students every summer at the golf course.

We want to show you your current CDD assessment rates. This is a breakdown of the 2020 assessments. Your water management debt service fund is \$413.74. The operations and maintenance fund, which is

1 the CDD general fund, is \$135.95. And the recreation fund, which is
2 composed of debt and operations, is \$128.67. This is the total assessment
3 of \$678.35.

4 We also want to show you a pie chart of what that looks like to kind of
5 show you what this board has control over, and what are the bond funds.
6 So the large number at the bottom, that's the waste management debt.
7 This board must pay that because the debt has been issued, those
8 assessments are specifically tied to those, so they have no authority over
9 those expenses. The upper left-hand corner is the recreation bond at
10 \$115.49. Again, that's a bond payment and must be paid. The only
11 operations that the CDD board has authority over is the recreation,
12 operation, and the general fund. So only 22% of your assessments does
13 this board have really flexibility in their expenses.

14 I want to go over some of the water management debts fund items. The
15 water management debt fund is the Series 2006 bonds. This funds
16 principal and interest payments on the water management debt. This is the
17 fund—this is the debt service that went in to pay for all of the drainage
18 structures that the CDD pays—that the CDD maintains. At the beginning
19 of 2020, the outstanding par debt on this was \$6.4 million. This fund will
20 be fully paid off on May 1, 2022, and we have kind of a summary of the
21 adopted budget here. The beginning fund balance is approximately
22 \$180,000. It's important that we keep that beginning fund balance
23 because we don't get assessment money until after the first debt service
24 payment is due, so we must maintain that in the bank to pay for it until the
25 debt service assessment comes in. Then we get assessments income, those
26 balance off against the principal and interest, and we end the year with
27 approximately \$167,000, which again goes to next year's debt service
28 amounts. At the end of fiscal year 2020, we—this fund will have \$4.4
29 million remaining.

30 This is a summary of our general fund. In the general fund, this covers
31 CDD administration, park maintenance, lake maintenance, the fire line
32 maintenance, also all the conservation areas that the CDD maintains. This
33 is a balanced budget, so the assessments and the revenues and expenses all
34 balance out.

35 We also have the recreation fund assessment. This assessment, again, is
36 \$128.67 per unit. Of that, 10% goes to recreation operations, which
37 includes the parks and other recreation facilities. 90% of that goes to the
38 2012 bonds, which is the debt service. At the beginning of fiscal year
39 2020, there are \$3.3 million remaining on the recreation bond currently.
40 We expect that to be fully paid off May 1, 2026, and it will end this fiscal
41 year with \$2.8 million remaining in par debt.

1 We also want to show you a sampling of what the revenues and expenses
2 are for the golf—for the recreation fund. So this is a sampling from 2014
3 to 2019 of all the recreation revenues, which is mostly comprised of the
4 golf, outside play, green fees, and all the other fees associated with
5 playing golf. What you'll note is that since 2014, there's been a steady
6 increase in revenue, as well as the effective income and the number of
7 rounds of golf played every year. We do have two years indicated as
8 footnotes. In 2016, as we indicated, the course put in new greens, so there
9 was actually a loss that year due to the loss of play while those facility's
10 grasses were being put in and set up. Also, in 2019, we want to note that
11 we did lose 15 more days of play due to weather, translating that out to
12 revenue, that is a kind of reduction of revenue of over \$68,000, so we
13 would have expected that income to be higher had we not lost those days
14 to weather.

15 We do want to talk about some of the projects this board has been looking
16 at, and I think it's important to note that this board has been talking about
17 these capital projects for well over a year and trying to look at the needs of
18 the district and finding ways to finance these items.

19 We'll start with some of the improvements at Woodside Park. The board
20 has proposed some projects to improve the restrooms and dog park,
21 replace the old original playground as well as add a rental pavilion, which
22 would be available for individuals and businesses to be able to utilize
23 throughout the community. This picture here is a kind of an overhead
24 view of the park. The area to the north is where the current facilities are.
25 We plan to use some of that open space to add some additional facilities to
26 help the community.

27 Another item the board has looked at is to help with the health, safety and
28 welfare of the community. We want—we need to do some sidewalk
29 repairs throughout the CDD. We want to make sure that we're providing
30 safe infrastructure for our residents to pass over. So we have projected
31 about 1,300 square feet worth of sidewalk repair.

32 One of the major components of the bond funds that we're looking at are
33 the irrigation system of the course. It's important to note that the current
34 system is original to the course and is over 25 years old. It's creating a lot
35 of repair work and challenges for our course whereas we were looking to
36 replace that with something that's a new state of the art, computerized
37 control system, would have portable hand-held controllers and variable
38 frequency pump drives that would allow the course to really be both water
39 efficient and energy efficient. It also would improve the irrigation
40 uniformity because it improves the sprinkler head design, nozzle selection,
41 head spacing, pipe size, and pressure selection. All of these things weren't
42 available at the time the course was built.

1 We would also use sophisticated weather stations, which would help to
2 determine the daily irrigation needs and also reduce over-irrigation. This
3 new system would reduce downtime on the course, improve water
4 efficiency, improve play ability and play times available for fees.

5 It's hard to see, but we'll place all—we'll place this presentation on the
6 website after this evening. But this is kind of an example of what the
7 bones of that system could look like when it's all complete. Obviously the
8 course is large, so that's why this cost is large on the proposed irrigation
9 system.

10 Another item on the course the CDD board has looked at in terms of
11 needed projects is the golf course clubhouse. The current clubhouse is
12 original and over 25 years old. The current proposal has a new kitchen,
13 dining room, and covered outside seating. There is potential revenue to be
14 generated from a lease of that facility. And it's important to note that the
15 restaurant can be used by anyone, not just golfers. The plan also includes
16 renovating the CDD offices and adding a new conference room, which
17 currently is not available. That conference room could be available for
18 community events and business group rentals. They have, uh, looking at
19 renovating and enlarging the golf pro shop, and also renovating and
20 enlarging the men's and women's restrooms, which is one of the larger
21 complaints they receive at the course right now.

22 We do have an artist rendering of what that potentially could look like.
23 There's also some out in the hall for you to review as well.

24 Another item that's of large concern to the board is the bunker
25 renovations. Currently the original bunkers are what's on the course right
26 now. The board has tested several with a new structure called capillary
27 concrete. It allows the water to really percolate through a little better
28 those bunkers, it improves the look of the course, it improves the
29 playability of the course, it's an attractive feature, so they'd like to go
30 ahead and—part of this bunker renovation is redoing 66 bunkers on the
31 course. It's important to note this is a major architectural feature of this
32 golf course. And you can see these as you drive down Murrell Boulevard
33 The new bunkers will have a 20 to 25 year life span, and will also reduce
34 the maintenance needed by staff. And there's a sample of what one of
35 those looks like when they're complete.

36 One of the other major items that we have that's a health, safety, and
37 welfare concern is the golf course bulkheads. These are what keeps the
38 golf course from falling into the lake, and they are in need of replacement.
39 They are over 25 years old, and they do deteriorate as they age because
40 they're out in the air, they're in the sun by the time all day long, and we do
41 have the salt air out here. We have a proposal for 1,000 linear feet of
42 structural bulkheads, which supports five different greens. Again, these

1 are also a major architectural feature of the course, so these are visible to
2 everyone as you drive down Murrell. And again, this addresses health,
3 safety, and potential liability concerns in the district.

4 These are some other items that we have improvements for. Tee box
5 renovation. Again, to provide a safe path – we have cart path extensions,
6 renewal and replacement, maintenance building renewal and repair. As I
7 talked about before, the CDD does lake bank maintenance and restoration
8 to help with drainage as well as erosion control, so we have 9,000 linear
9 feet worth of lake bank restoration as part of this progress, and also re-
10 grassing the fairways.

11 So, as I stated, the board has been looking at these projects for well over a
12 year at this stage, and a CDD only has really two methods by which to
13 raise funds to finance projects. The first method is doing an operations
14 and maintenance assessment increase. The board can do this annually as
15 part of their budget process and they could do it in several different ways.
16 They could do a one-time special assessment with operations and
17 maintenance to cover these projects. If they were to do that, that one-time
18 assessment for each homeowner would cost \$1,000—approximately
19 \$1,800 to raise those funds. This board has—one of the missions they
20 gave use when they started looking at all these projects is mission number
21 one is they did not want to see assessments being raised over their current
22 level. So for that reason, this plan wasn't available.

23 The other way we can do this through O&M is to do a multi-phase
24 approach or do that O&M assessment increase over several years. So
25 again, you could take that same \$1,800 and it would be spread over a
26 number of years, you would collect those funds and do the projects.
27 Again, this board specifically said we do not want to raise assessments
28 over the current levels. Obviously that would cause those assessments to
29 go up. So if you're not looking at O&M assessment increases, the only
30 other options available to a CDD are debt service, and there are several
31 ways to do that as well. Number one, you could issue the debt now. You
32 would start paying as quickly as you could, which would be on your next
33 tax bill. Again, this board did not want to raise anyone's CDD assessments
34 over their current level, so if you're going to pay on your next tax bill,
35 your assessments go up, so this option was not what they chose to do.

36 The next item that we could do is you could wait to issue debt until the
37 water management bond is paid off. That's an option. The downside to
38 that, and we'll talk about that now, and I know our bond folks will speak
39 to it as well. We're in a market right now with historically low interest
40 rates. We don't know what the market's going to be at in several years, so
41 this board wanted to see if there was a way to take advantage of that and
42 lock those rates in now.

1 Which comes to the final plan. And this was the plan that we're
2 recommending. This is to issue the debt, and you capitalize the interest
3 until 2023. What that means is inside the bond issue, we're setting aside
4 enough money to cover all the interest payments until 2023. That way
5 your water management debt comes off, this bond will be added, and
6 again, it achieves the board's goal of no assessment increase.

7 There are some other benefits to doing that plan—this recommended plan
8 as well. Number one, we talked about several health, safety, and welfare
9 projects that need to be complete. The board is able to complete those
10 projects using funds now. We lock in historically low interest rates. As I
11 stated, the board wanted to make sure that assessments remain level. This
12 plan does that. So assessments remain level, then when the water
13 management debt comes off, most everyone's assessments you'll see a
14 decrease.

15 Finally, and very important, this plan also makes sure that this assessment
16 is spread over the next 20 years to the people that are going to benefit
17 from these assessments. All the -- if you contrast that with the operations
18 and maintenance, if we did a one-time assessment increase, if every one of
19 you in here paid \$1,800 on your assessment and then you sold your house
20 next year, you've paid for assets that have a 20-year life span for the next
21 person that owns your house. They're going to get the benefit of those
22 projects, they've not contributed to them at all. Doing the bonds makes
23 sure that you're financing the projects for the life of the project and that
24 the current owners are paying into that infrastructure.

25 There are several important notes with this plan. Number one, any project
26 funds that are not spent for projects are refunded against those bonds.
27 They will be refunded and the assessments will be reduced accordingly.
28 It's also important to note that these projects that we propose so far, they
29 are not based on any bids. Bidding would be done at the time the projects
30 go out, the board has to approve them, the board has to approve the scope
31 of those projects, they will all be bid in accordance with Florida Statutes.
32 The costs that we're using now are based on our engineer's review as well
33 as other industry experts and industry standards as far as our best estimate
34 as to what we think these projects will cost.

35 In terms of the bond approval history for the recreation fund, in 1992 the
36 CDD went through a bond validation process and received a final
37 judgment authorizing the issuance of bonds in a principal amount of
38 \$19,000,000 to be spent in a series of projects for recreational
39 improvements. In 1992, the CDD issued 7.7 of 30,000 worth of total
40 principal. There was 11.2—over \$11.2 million remaining in principal
41 under that original validation that's to be used for this series of projects.

1 We want to go through just some of the highlights of the actual bond. So
2 we do have 9 mill—over \$9,000,000 in the project fund; that's the cost of
3 the projects. The next item there is debt service reserve, that's
4 approximately \$284,000. That debt service reserve is typical of what you
5 see in every CDD bond issue. That is an assurance that there is a reserve in
6 case the assessments come up short, that reserve is tapped to pay those
7 assessments.

8 Capitalized interest is \$1,024,000. That is your financing up front, those
9 interest payments so that you don't have an assessment on this until 2023.
10 That's why that number is so large. The other costs are typical of what we
11 see for cost of issuance of the CDD bond. Underwriter discount, bond
12 insurance, cost of issuance, surety bond, as well as the discount. Again,
13 the projected average coupon rate is just over 3%. It is going to amortize
14 over 20 years. We will have capitalized interest through November 1st of
15 2022, and the max annual payment is \$1,138,000 approximately.

16 We'll hit the highlights of some of these projects. They are listed fully and
17 completely on our engineer's report, which is on our website. First and
18 foremost is the irrigation system at just over \$2,000,000. We got bunker
19 renovations and bunker liners for \$1.1 million. Bulkhead replacements,
20 which we talked about, \$375,000. Tee box renovations, \$250,000. Cart
21 path extensions, \$175. Other items, we do have lake bank repair on the
22 golf course of \$275,000. We will note those lakes at the golf course, they
23 also provide the drainage and the proper needed facilities for all of the
24 homes within the community. They're all part of the drainage system, and
25 that's where the next set of lake bank repair really needs to occur.

26 We do have some maintenance equipment in there. One item to note, we
27 have lost revenue built in there. It's called lost revenue. One of the key
28 items this board asked as we went through this process is, if we're going
29 to do these projects, obviously the course is going to have to be closed for
30 some point. We don't want to come back to the residents and say, sorry,
31 our course is closed, we lost revenue and we need to assess you again.
32 The board has built that loss into these bonds so that they can be recouped
33 from that fund instead of assessing you again.

34 We also have the payoff of the irrigation pump station lease, as I talked
35 about before. We do have a lease on that pump station now. Paying it off
36 would save the district approximately \$28,000 per year. We've got the
37 clubhouse renovations, the \$2.9 million, and we talked about those and
38 they're in the engineer's report. We also have the Woodside Park items
39 that we talked about, as well as a contingency. And all of that totals the
40 \$9.22 million.

41 Again, just a summary of these, your projected average coupon rate is just
42 over 3%. We have a 20-year bond repayment schedule. We will have

capitalized interest of no assessments through November 1st of 2022. The first principal payment which will be assessed will be due in 2023. The bonds will be paid off in 2038. And on a per home basis, the par debt, which is the principal amount, is over \$2,200. If you pay that amount fully every year on your assessment, it comes up at just over \$2,900.

What we wanted to show you is the impact on your assessments with this bond. The numbers to the right are all from 2016 to—I'm sorry, the numbers on the left are the past. That red line is where you're at right now. So you'll see from 2016 to 2020 the assessments for the district have remained level. You have the same assessments from 21 to 22. When the Series 2019 bonds would kick in, which would be 2023, you still see that the assessment levels actually go down with those new bonds in place. So your annual assessment, we're expecting to go down.

We'll note that, again, operations and maintenance and the recreation fund, those can fluctuate annually based on the needs of the board, but for purposes of this, we did keep them level. We don't expect at this stage they're going to increase, but they can. I just want to state that.

Additionally, we translated that same chart out, and this is for a commercial property, so this would be one acre of commercial. It changes based on the size, but using a sample of one acre, and again you'll see the same thing, no increases since 2016, uh, red line, and then there's a CDD decrease when that 2019 Series bond goes into place.

And then looking at your assessment in terms of just what you pay for CDD bonds, currently a residential unit pays \$529 for CDD bonds every year. In 2027, when these new bonds, they'll go down to \$182. For a commercial acre right now, commercial acreage pays \$4,297 of just bonds. In 2027, that would drop to \$727.

Part of what the board will consider tonight is resolution 2020-04. So we want to walk you through a little bit of what that actually does for the board. It finds and determines to undertake the project and issue the bonds. It authorizes the project as described in the engineer's report. It identifies the total estimated cost of the project. Equalizes, confirms, and approves the benefit special assessments contained in the assessment report. It provides for finalizing those assessments when the project is complete, and again, as I stated earlier, it also allows for credits if the cost is less than what was estimated. It also provides for the payment terms and method of collection for the benefit special assessments. It confirms the intention of this board to issue district bonds, provides for the requirement that these bonds be prepaid if the district were to transfer property to another government. It provides for a notice of assessment to be recorded in the official records of Brevard County, and also repeals and replaces the prior resolution 2019-04. And we'll talk more about that kind

1 of when we get into that part of the agenda for the board, and we'll use the
2 legal folks to kind of help explain that.

3 Other than that, I can at this time take any questions from the board on that
4 presentation.

5 Paul McCarthy Are there any questions from the board for Jason? . . . Go ahead.

6 Bill Oakley I think you can hear me.

7 Jason Showe: Yes.

8 Bill Oakley The main thing I wanted for the homeowners to understand

9 People in
10 background: Can't hear you. [Indiscernible]

11 Bill Oakley The main thing that I want each one of the homeowners to understand
12 what seems to be some confusion on some people's part is your yearly
13 taxes if this bond is approved will be going down. If this bond is not
14 approved, and we need to replace the bulkheads, each one of you, we
15 would have to assess each one of you \$85 special assessment next year
16 just to pay for the bulkhead repair. I don't want to do that. I think sending
17 this over a longer period of time is better. Right now, I probably shouldn't
18 say this because the lawyers will get upset with me, but we're kind of in a
19 legal quandary right now as far as those bulkheads are concerned. And
20 it's not a good comfortable position that I feel that I'm in, and I'm trying
21 to remedy that situation. Thank you.

22 Bill Oakley They will go down; correct? The assessments?

23 Jason Showe: Under the current projections, absolutely, yes.

24 Bill Oakley Thank you.

25 Paul McCarthy Jason, why don't you explain the equivalent residential unit.

26 Jason Showe: Sure. And that one kind of falls so that they kind of -- Hank's report when
27 he talks about the methodology, but every home is assessed on what's
28 called an equivalent residential unit. So that is one home is one. For a
29 commercial property is on the recreation side of the methodology
30 determines that a commercial acre is the equivalent of four residential
31 units, and so that's how we assess both the residential and the commercial.
32 Any other questions from the board?

33 Paul McCarthy Okay.

1 Jason Showe: With that, I will bring Rhonda Mossing to kind of go through some of the
2 bond information with you.

3 Paul McCarthy I would like to introduce our next speaker, Rhonda Mossing, from MBS
4 Capital Markets. Prior to joining MBS Capital Markets as Senior Vice
5 President, Mrs. Mossing was Vice President with Prager, Sealy &
6 Company since 2005. During her employment with Prager, Sealy &
7 Company, Ms. Mossing focused her efforts on special district financing
8 and specifically refunding bond issues. Prior to joining Prager, Sealy &
9 Company, she was a Chief Financial Officer and Manager of community
10 development districts in the State of Florida. She is currently in Florida
11 Women in Public Finance. The floor is yours.

12 Rhonda Mossing: Good evening. Since the last public hearing, the board's asked me to
13 come and talk to you tonight about some of the questions that were raised
14 about the bonds at that hearing and since that hearing. The first question
15 being how the underwriter for the district was selected and -- the partners
16 of MBS Capital Markets, my firm, have been the underwriters of record
17 for Viera East CDD since 2002, with history with the district dating back
18 to 1996. And there is backup material that I provided to the board that's
19 available that shows the transition and our history that dates back to 1996
20 and the involvement with the district.

21 Unknown man: You need to speak into the microphone. We can't hear you.

22 Rhonda Mossing: You can't hear me? There are two major firms in the state with familiarity
23 with the specialized nature of CDD bonds, that being our firm, MBS, and
24 another firm, FMS. CDD bonds are specialized and require a story for the
25 marketing and sale to potential investors or bond holders. Due to the
26 history of MBS with the district since 1996, MBS is in the best position to
27 tell the story for not only the sale of the bonds but for the ratings and bond
28 insurance providers in order to achieve the best interest rates possible. Of
29 the two firms in this business, the average fee charged by our competitor,
30 FMS, from 2017 to date for new money transactions such as this is
31 2.042%. The average fee charged by MBS during the same period is 2%,
32 which, as you know, is basically the same amount. By contract with Viera
33 East, however, MBS has agreed to charge 1.5%. This lower fee is due to
34 our knowledge and experience with the district since 1996.

35 The next question that the board posed was an explanation of the interest
36 rate environment. The board determined the issuance of the long-term
37 bonds during their meetings held between February and July of 2019
38 based upon two factors. One, the historical low interest rate market, and
39 two, the need for certain improvements for the health and safety of the
40 community. A comparison of interest rates from August of 2019 through
41 present, which was taken on November 13th, last week when I prepared
42 my presentation, is that in August of 2019 when we prepared to price the

1 bonds, the 30 -- the 20-year MMD was at 1.64%. And in November, on
2 November 13th, it was at 2.01%, which is an increase of 37 basis points
3 during that period of time from August to November.

4 What's important to note is that municipal bonds for districts such as
5 Viera East will typically trade at 145 to 150 basis points above the AAA
6 Municipal Bond Buyer Index. An investment grade rating in insurance
7 will provide an additional 30 to 50 basis point savings on the interest rate.
8 MBS was able to obtain an investment grade rating on the proposed bonds
9 of the BBB+ from Standard & Poors. MBS was also able to obtain a bond
10 insurance commitment from AGM, which would have decreased the
11 interest rate approximately 35 basis points. However, due to the litigation,
12 the insurance commitment has been rescinded.

13 Interest rates based on the table shown have increased 37 basis points as of
14 November 13. It's unknown where the interest rates will be in 2020 after
15 the resolution of the litigation, or whether the district will be able to re-
16 secure the bond insurance commitment. With interest rates being at an
17 historical low in mid-2019, it is projected that they can only go up from
18 there.

19 I've provided a chart to reflect the MMD, the municipal market data
20 between August 13, 2019, and November 14, 2019, and you can see the
21 very, very low in there for within this period. Had we been in the market,
22 we would have been looking at issuing bonds at an average interest rate of
23 about 3% in August, and now, like I said, we're up another 37 basis
24 points, and with the loss of the bond insurance, it will probably be higher
25 than that.

26 This slide shows the MMD data for the last year, and you can see we went
27 from a high rate in November of 2018 of a 3.4% - 3.46% -- down to today
28 of 2.19. So you can see the reflection there in that chart of how low the
29 interest rates have gone and why the bond--board was looking at trying to
30 issue these bonds when the interest rates were as low as they are.

31 I lost a page -- sorry. The next question that was posed to us was with
32 regard to the capitalized interest period on the bonds. The structure as
33 Jason outlined had a capitalized interest period till 2022 when the water
34 management bonds will be paid off. MBS prepared two additional
35 financing scenarios for this public hearing. Both assumed a new closing
36 in 2020. The first 2020 scenario reflects bonds to be included in the bond
37 proceeds that would pay the interest on the bonds until November 1 of
38 2022 thereby eliminating any impact on the property owners' total
39 assessments until 2023 when the current Series 2006 water management
40 bonds are paid in full. This scenario resulted in total debt service paid per
41 unit, including principal and interest, of \$2,655. This equates to average
42 annual debt service per unit of \$166, including principal and interest over

16 years. The second 2020 scenario reflects funds to be included in the bond proceeds that would pay the interest on the bonds until November 1 of 2020, the minimum period prior to when the new assessments could be levied for collection. This scenario would reflect the new assessments to the property owners beginning in November 2020. This scenario resulted in total debt service paid per unit of \$2,620. This equates to average annual debt service per unit of \$145.55, including principal and interest, over 18 years. The difference between the two 2020 scenarios is \$35.47 per unit for the life of the bonds. This equates to an average of \$1.97 per unit per year. This means that keeping the total annual assessments level and waiting until 2023 to start the new assessments only costs each individual unit on average \$1.97 per year.

This table reflects projected annual assessments under those two scenarios, and you will see in the first column that the first three years there's zero increase in the annual assessment, and then the annual assessments are in the neighborhood of \$227 per unit per year. A total principal of \$2,205 total debt service per unit of \$2,655. The next column, if we had just minimum capitalized interest over 18 years, shows immediately an assessment of \$65.54 on your next tax bill, and then approximately \$200 per year thereafter for a total debt service of \$2,620 per unit, for a difference of \$35.46.

Are there any questions of the board?

Paul McCarthy Go ahead.

Bill Oakley I seem to always have questions. Can you hear me?

Jason Showe You have to turn it off.

Bill Oakley It says on.

Jason Showe Yup. There you go.

Bill Oakley Okay. First off, I'd like to know how much does it cost for the CD—how much does this cost the CDD residents because of the delay? In other words, we issued the bonds back when we originally voted for them, and if it passes tonight, how much is that actually going to impact the overall cost to the residents? Total.

Rhonda Mossing: Depending upon -- depending upon when the bonds actually get issued, because we won't be issuing them tomorrow, and where the interest rates are at the time, that's going to dictate the real cost to the district. However, if bonds were issued today, you'd probably be looking at, instead of an average coupon of 3%, closer to 3.5%. That cost over the life of the bond issue is approximately \$95,000. So you can see if 50—a half of percent or a 50 basis point increase is about \$95,000. If there's

1 another 50 basis point increase, that would be another \$95,000, and, like I
2 said, we don't know where the rates will be when we actually go into
3 market.

4 Bill Oakley Okay, thank you. The next question, or next statement, is I'd like to thank
5 you and your company for giving the half a point off for the going rates
6 since, uh, I looked at all those statistics you gave us, and it was nice to see
7 that.

8 Third. Am I correct if the monies from the bond are not spent, they would
9 go back into reducing the bond, thus reducing the homeowners' yearly
10 assessment?

11 Rhonda Mossing: That's correct. And its typical language in a bond indenture that at the end
12 of the project when the engineer certifies the project complete, any funds
13 remaining in the construction fund would flow through to the bond
14 redemption account to redeem bonds and thereby lower the assessments.

15 Bill Oakley Okay. And my last question, you will have to get your thinking cap on for
16 this maybe, how much will these bonds cost each of the 44 homeowners
17 per day?

18 Rhonda Mossing: The 4,400 homeowners?

19 Bill Oakley Yeah. 4,400 homeowners per day.

20 Rhonda Mossing: Well, not knowing what the rates will be when we finally issue, if we were
21 issuing today, this might, back at the end of the low calculation, it's a cost
22 per day per unit, including the gross of the 6% for discounts and
23 collections, would be about 55 cents per day.

24 Bill Oakley So each one of you folks have to come up with 55 cents a day if we vote
25 this through. So hang on to your hats. Anyways, thank you, and I
26 appreciate your coming tonight.

27 Rhonda Mossing: Certainly.

28 Paul McCarthy Mrs. Mossing, I have one question. In your 27 years' experience in
29 managing CDDs, typically two or three bonds are started when a CDD is
30 developed, is it unusual for a CDD board to be issuing a bond 20 years
31 later?

32 Rhonda Mossing: No, not at all. Especially in this case, since the engineer's report
33 originally identified this, the original bond issue as Phase 1. Phase 1 leads
34 one to believe there's going to be another phase.

35 Paul McCarthy Okay. Thank you for your presentation.

Paul McCarthy

Our next presenter, our final presenter, is Dr. Henry Fishkind. With over 30 years of experience in economic analysis and forecasting, Dr. Fishkind is widely regarded as one of Florida's premier economists, financial advisers. Dr. Fishkind's career began in the public sector where he worked as an economist and associate professor at the University of Florida, Bureau of Economics and Business. During his tenure at the University, Dr. Fishkind served from 1979 to '81 on the governor's economic advisory forum. He began his career as a private sector consultant when he became president of M.G. Lewis in Winter Park, Florida. In 1988, Dr. Fishkind formed Fishkind & Associates, Inc., which is a full-service economic and financial consulting firm.

Dr. Fishkind:

Thank you. Hank Fishkind for the record. Board members and members of the public, I'm going to talk about the assessment methodology - (loud noise)- Maybe. We're going to talk about the assessment methodology, which is the way in which a board may consider allocating the debt that Rhonda described to you.

Briefly, under Florida law and requirements, umm in order to issue valid special assessments, the board needs to make two findings. It needs to find that there is a special benefit and it needs to find that the assessments are appropriately and fairly allocated—distributed amongst and between the properties in relationship to the benefit they would get. So that's what these folks have to find. They need competent and substantial evidence to make those findings. In terms of special benefit, what the case law says is that there has to be a logical relationship between the thing that's being assessed and the benefits in the community that are getting it. So it doesn't have to be unique, but it does have to be a logical relationship between the facilities to be financed and the community benefit. Typically, that would be measured in terms of an increase in market value, being the most logical way to do it, or decrease in insurance rates, you don't really have that here but that could happen, or what they call increased use and enjoyment. Here we'll look at market value because we can empirically provide that data.

In terms of equitable apportionment, the courts said there are—essentially there are many paths to nirvana. And what, what the board needs to do is to have a logical, reasonable basis for the methodology that they choose, and the keystone is that the allocation of the benefit, and thereby the cost, can't be arbitrary. There has to be some reasonable basis for doing that. There are many, many basis that are used to divide up and allocate special benefits amongst benefitting properties.

So for example if we have roadways, the most reasonable and the one I use most often for roadways only is front feet, and that method's been used in Florida since 1920. You could use value, you could use the total square feet of the lot or of the house. There's lots of different ways that it

1 can be done. Each methodology is fact driven. The most common
2 methodology is what's called the equivalent residential unit method,
3 which is basically what this community has used since 1992. One house is
4 an equivalent unit as is a multi-family. Basically one lot with a house on
5 it. And the commercial was allocated four ERUs. And the reason for that
6 in 1992—and the reason holds today is—that the, roughly, the density is
7 four residential units per acre. So it makes sense it's the benefit is being
8 conferred to the land, which is what it, what's happening as I'll
9 demonstrate. Then that methodology makes sense. And since we have
10 basically fairly uniform land uses, mostly residential for 200 acres of
11 commercial, we've got to put that on some common basis, ERU's is the
12 most widely used, and in fact the Florida Supreme Court has found that to
13 be a good methodology. So for all those reasons, I think that's an
14 appropriate methodology to use in this circumstance.

15 So let's talk a little bit about the first part of the test, which is special
16 benefit. We talked about the fact that there needs to be a logical
17 relationship between the facilities and the special benefits. In this case,
18 we're talking about a renovation to the core amenities of the community.
19 The golf course, the clubhouse, the drainage system, so—the irrigation,
20 the bulkheads- all of those things are part and parcel of the core facilities,
21 and were the core facilities from the outset of the development of this
22 community. I actually had the pleasure to work with the Duda family
23 before there was Viera. When we were talking about the plan for Viera
24 and the entitlements for Viera, and-and-and from the very start, the
25 amenities that you are considering renovating today were one of the
26 keystones to making this a successful community. I mean, when it first
27 started, it was kind of out there, if you all remember, if you've been
28 around. And so there needed to be, as there always is in any successful
29 real estate development, some compelling reasons for people to want to be
30 in this community and not somewhere else. And part of that core are the
31 amenities. And that's true not only here in Viera, but it's true in almost
32 every successful residential or non-residential community that I'm familiar
33 with in the State of Florida. So these core amenities are really a critical
34 factor.

35 So therefore, there is a logical relationship in my mind between these
36 facilities that you're discussing and renovating and benefits to the
37 community. And they in part help distinguish this community from its
38 competitors. There are a lot of studies that demonstrate that provisional
39 amenities provide significant benefit and, measured in terms of increased
40 market value to both residential properties and non-residential properties.
41 And there's a whole rack of studies that will tell you that. So that's what
42 the literature says.

43 Here's what the data tell us. So in order to try to test this I picked two
44 communities in Viera. I picked those two communities because I wanted

1 to pick a standard by where I would have enough sales- So this is multi-
2 list sales of these properties from October 2018 through September 2019.
3 From multi-list, which is the most widely recognized source of that data,
4 There were 12 sales in each of these two communities. All of the houses
5 were built between 2001 and 2005. And then I went out to neighborhoods
6 not in the Viera East Community Development District, but in the
7 surrounding communities in the same zip code with the same schools to
8 see, at the same time period the house was built, between Development 1
9 and Development 5, what their values were, what did they sell? What
10 were the closing prices, and how many square feet were there? What I
11 found was the average price per square foot paid in Viera was \$160
12 compared to \$153 in the comparable communities with comparable houses
13 over the same time periods. And so there is a market premium that the
14 market is recognizing of \$7 a square foot. And at the average square feet
15 of the houses that were in my sample, that equates to \$15,500 of higher
16 price generally paid by the market in this community compared to
17 surrounding communities. To me that's compelling evidence that these
18 amenities are, in fact, creating a special benefit to the properties being
19 assessed.

20 I was asked to sort of look at what happens when golf courses close? You
21 might say, well we already know the answer to that- Nothing good. And
22 that's true. And in particular, I looked at the Royal Oaks course which
23 closed, and I compared properties fronting the course and not fronting the
24 course, and I compared those to other golf course communities in
25 Titusville first, in case there was a Titusville effect. And you can see that
26 when a golf course closes, the values in multi-list of the resales go down.
27 Not a surprise. And they go down significantly. So there is some risk that
28 if communities allow their core amenities and the golf courses to erode or
29 go fallow, there is some risk to property value.

30 This is the project costs, you have seen that, I don't need to give you the
31 eye exam. Rhonda has gone through the financing plan, if the board were
32 to adopt an equivalent residential unit methodology, then we would divide
33 up the debt in this fashion. We don't know exactly what the debt service
34 would be, as Rhonda said, because we don't know what the interest rates
35 are going to be, but this methodology would achieve the goals that have
36 been described by Jason and by Rhonda. And with that, board members,
37 I'd be happy to entertain and answer questions.

38 Jason Showe Hold on one second. I just need to change this.

39 **END OF "HEARING 1" RECORDING**

40 **[Hearing tape 2]**

1 Paul McCarthy We have several questions for you, Dr. Fishkind. If a property owner
2 does not utilize recreation facilities, how are improvements to recreational
3 facilities beneficial to him or her?

4 Dr. Fishkind Sure. I mean, the benefit from the facilities accrue to the property values.
5 Whether one uses the facilities or not is not is not the metric of benefit.
6 Furthermore, some people may use the facilities more or less than others.
7 The facilities are available, that's what confers the benefit, so the benefit is
8 not a function of the use of the facility. The benefit is the impact on the
9 property values.

10 Paul McCarthy Why do you say in the report that the redevelopment and enhancement of
11 the facilities from land to preserve will enhance property values at Viera
12 East CDD and unlikely to do so for properties outside of the Viera East
13 CDD?

14 Dr. Fishkind Well, the brand value of the Viera CDD, I believe, is in part tied to the
15 amenities and the special character that those amenities provide as
16 compared to those properties outside and empirical evidence, I thought,
17 was pretty compelling to me.

18 Paul McCarthy Why do you believe that the proposed improvements would benefit the
19 commercial properties?

20 Dr. Fishkind For a couple of reasons. First, there is clear benefit to the value of all of
21 the residential properties. The commercial properties generally – let me
22 say it this way- Commercial properties near higher-value residential
23 properties generally rent and transact for higher values than commercial
24 properties not in the area of higher-value residential is the easiest way to
25 explain it, so I think there's a definite benefit. The literature also says that
26 people who would use those commercial properties typically prefer to be
27 in places where there are amenities than in other places.

28 Paul McCarthy Is the benefit to the commercial properties in the same general proportion
29 as that for residential properties and why?

30 Dr. Fishkind Yes, I believe so. Based upon the density calculations that I described to
31 you, there's about four units per acre of residential, so each acre of
32 commercial would get a commensurate benefit, and I believe that a very
33 reasonable proportion.

34 David Bedwell Why are commercial properties being assessed relative to their acreage
35 size rather than to their net profits, type of business, or some other
36 measure?

37 Dr. Fishkind Sure. Well, from a practical level, we wouldn't know what the profits are
38 for various businesses. From a more academic level, various businesses
39 are going to have different profitabilities, and they have nothing directly to

1 do with the increased value for their property that the amenities produce.
2 So I think that, an ERU method is the best way to do it from both a
3 practical perspective and from an academic perspective. Not to say that
4 there aren't other methodologies that could be chosen, but I think for the
5 particular fact situation that we have here, this would be my
6 recommendation.

7 David Bedwell The courts have accepted other methodologies, right?

8 Dr. Fishkind Oh, yeah. I mean there's been all kinds of methodologies, but I think each
9 one, as I said, is fact based. In this community, the vast majority of the
10 properties are residential.

11 David Bedwell Well, I have to ask a question, but I want to – I look at your report and you
12 talked about the court case of *City of Winter Springs v. State of Florida*.

13 Dr. Fishkind Yes, sir.

14 David Bedwell And it states in there that the Supreme Court of Florida, states if
15 reasonable people may differ as to whether the land assessed was
16 benefitted by local improvements the findings of the City officials must be
17 sustained.

18 Dr. Fishkind Yes, sir.

19 David Bedwell Okay. So the Supreme Court is saying if we find it's beneficial, it's
20 sustained.

21 Dr. Fishkind Yes, but you'll have to have a reasonable basis to do so, and so the whole
22 purpose of my report is to help you come to those opinions based upon- in
23 my opinion competent, substantial evidence that you could then make
24 your decision upon.

25 David Bedwell Are you aware that there is currently pending litigation that finds that the
26 commercial property is disproportionately assessed?

27 Dr. Fishkind Yes, I am.

28 David Bedwell Okay. What would happen to the new residential assessments if the
29 commercial assessments were decreased?

30 Dr. Fishkind They would go up.

31 David Bedwell Okay, that's all I have.

32 Jason Showe Any other questions for the Board?

33 Melinda Thompson One question, please.

1 Jason Showe Yes. Turn it off and on again.

2 Melinda Thompson You mentioned in your methodology and your assessment of the MLS and
3 everything, you did mention schools. So schools were part of your
4 methodology. Therefore, it wasn't just measuring our amenities, but
5 whether those same schools were in the same developments. Uh, I'm not
6 saying--

7 Dr. Fishkind They're the same, they're the same grading, I think is what you're asking.

8 Melinda Thompson They're all good schools here, so we want to make sure that we're not
9 using the schools as a basis for the increase, but the amenities that we are
10 giving them.

11 Dr. Fishkind Yeah, I controlled for the schools, and I'll talk a little bit more about that
12 in a second. I controlled for the time period of the sale, October last year
13 to September. I controlled for year built of the houses. I controlled for
14 square foot so that the square footage was relatively the same so that we
15 could get as comparable as we could. Now in terms of the schools, the
16 schools in Viera and the surrounding area are all A rated elementary
17 schools and A and B rated high school. Actually then within those ratings,
18 they actually have rankings, and the rankings to the A rated schools
19 surrounding Viera are actually higher than the actual ranking for the ones
20 here, so I didn't find any bias engendered by the schools.

21 Melinda Thompson Thank you.

22 Dr. Fishkind Yes ma'am.

23 Jason Showe Any other questions of the Board?

24 Okay, what we're going to do now is, I know the next item on the agenda
25 would be public comment period. We have taken numbers from everyone
26 who's asked to provide speaking, however, I do want to note that we only
27 have Dr. Fishkind for another hour, so if there are specific questions, if
28 those folks that want to speak have specific questions for Dr. Fishkind.
29 We'd like to take those folks first. So we'd like to indulge -- to go kind of
30 out of number order if any of those folks who have requested to speak
31 have specific questions as part of their three minutes for Dr. Fishkind,
32 we'd like you to come forward first and just kind of form a line up here,
33 and we'll let you go one by one, and this will be your three minutes for
34 your audience comments, but we want to make sure we give everyone an
35 opportunity if you have questions.

36 Peter Carnesale Let me make sure I understand. So we're just going to ask questions of
37 Dr. Fishkind?

1 Jason Showe If you have questions for him as part of your three minutes, this would be
2 the time to use them. We're going to go out of number order. As soon as
3 those questions are done, we will resume back to the number order. We
4 want to give everyone an opportunity before Dr. Fishkind has to depart.

5 Dr. Fishkind Thank you for your courtesy.

6 Jason Showe Please state your name and – what is your number? 1?

7 Peter Carnesale 1.

8 Jason Showe 1, yeah, okay.

9 Peter Carnesale Okay, yeah, my number is #1 anyway so it didn't really doesn't have any
10 impact on this . . . okay. Basically [mumbling in background]--

11 Dr. Fishkind Please state your name for the record.

12 Peter Carnesale Yes. Okay. My name is Peter Carnesale. I live at 1910 Independence
13 Avenue in IRCC and it's within the CDD. Basically, I have come to a
14 conclusion similar to you guys basically that we do need some repairs to
15 make the golf course. But you've done some work over the last 25 years.
16 I realize that a bond to fix the Viera golf course is still needed as it was
17 built in 1994, and that is listed in the master assessment methodology
18 report dated 7/26/2019, and that was updated by the engineer's report I
19 believe October 2 of 2019, and your own internal regulations basically
20 require that it's stays in existence. In addition, some updates are needed
21 for existing structures, okay? And a few of the items that are popular with
22 residents are the dog park, but not anywhere near the price tag mentioned
23 in the amount of \$500,000, would be – not in [unintelligible]. I believe
24 that the amount of \$500,000 would be more in line with just completing
25 the smaller projects and updating the existing structures to ensure they are
26 compliant with the current building codes. My biggest problem is with the
27 projected clubhouse renovation increase for which \$2,900,000 was
28 allocated. These items are wants of the board of supervisor's management
29 and not the needs of the community as a whole. Additionally, the study of
30 property values did not take into account what facilities were offered with
31 the golf course. It only was or was not the golf course. I believe that if a
32 new study were done without the additions to the golf course, the property
33 values would not vary much, if at all, from the prior study. I would like a
34 reply to my statement above by the author of the assessment methodology
35 report as soon as I have finished with my comments or before any vote is
36 taken. That is the reason why I am doing this now. If that one change
37 were made, it would reduce the requested bond amount from \$9,022,585,
38 to \$6,622,585, a 26% decrease of the bond amount, and that would be
39 needed to make the compromise acceptable to the community as a whole,
40 a stake we would all have to be included in, and the Board of Supervisors

1 would not go forward with their expansion to the addition project, and
2 funding amount removed by a new Board or any new assessments. I
3 believe that if the Board of Supervisors were to agree to a compromise
4 bond that kept the golf course viable for the future and gave the residents
5 much smaller assessment, it would be more palatable to the residents
6 overall. On the finance again, I believe the methodology, it works fine, all
7 we're talking about at this point is saying we're taking some of the items
8 that are listed on there off . . .

9 Jason Showe All right, we only have three minutes.

10 Peter Carnesale Okay, and then basically leaving the methodology as far as everything else
11 in place, so it would not be a major redo, starting from scratch. My
12 question to you basically, you've heard, and that is whether that one
13 change would have a major impact on the methodology.

14 Dr. Fishkind Thank you [inaudible – multiple people talking and clapping]. In terms of
15 the components of the capital improvement plan its really up to the board,
16 not the methodology guy. In terms of responding more particularly to the
17 benefit analysis, I'll just say to you that if the golf course and clubhouse,
18 whether you play golf or not, if it deteriorates significantly, it jeopardizes
19 property values in my opinion, and I think the Royal Oaks example is an
20 example of something extreme, I will grant you, but that's the kind of
21 effect and the direction the effects go. So it's clearly up to the Board, but I
22 think that leaving out one of those core amenities would be problematic, in
23 my opinion.

24 Paul McCarthy Please identify yourself and your address, please.

25 Jason Showe What was your number, too?

26 Willie Howard I'm the last one, #31, [laughter from audience].

27 Jason Showe I got you [laughter].

28 Willie Howard So we have the first and the last.

29 Jason Showe There you go. . . . You've got three minutes.

30 Willie Howard My name is Willie Howard. I live at 5019 Wexford Drive here in Viera.
31 Doctor, my question is this. I noticed that you did your studies with the
32 communities of inside the CDD and you did your study of the market
33 values outside the CDD. I don't have a problem with those two types of
34 studies, but it would seem to me when it comes to allocating the cost,
35 which is whatever the cost is to the units, the units that are located directly
36 inside the golf course area, it would seem to me to be a direct cause of
37 beneficial relationship between the golf course and the units. Everything
38 outside that community is an indirect relationship, so your cause of

1 beneficial relationship where one unit is absorbing the same thing as
2 another unit, I have a mental disconnect with that. And so I'm asking, I
3 guess the Board, to revisit that because if you live – maybe do two more
4 studies. One is what is the property values for those people when you
5 drive by the sign, it says a golf course community, and that's a direct
6 relationship with the golf course. What was the increase in value if you
7 find that there's an increase in value for those units that are located inside
8 the golf course community, they should then apply a higher allocation than
9 the rest of the community. If you don't, then it's okay. Further, your
10 houses outside should look at the commercial entities and their
11 relationship to the residential communities. Whether or not those
12 commercial entities should absorb the same thing as a noncommercial
13 entity, which would be the residential units. So that's what I would
14 recommend doing. One more piece this study needs to be done because
15 no one outside the CDD is paying for any of this. We want to know is
16 there...

17 Paul McCarthy 30 seconds

18 Willie Howard ...a direct causal beneficial relationship for those inside the community,
19 and that's what the issues are on my end.

20 Paul McCarthy Thank you for your comments.

21 Woman Thank you for your comments, sir.

22 Paul McCarthy Excuse me, sir. We're out of line a little bit. You were number 2?

23 Willie Howard Yes.

24 Jason Showe Well, no [inaudible – people talking over each other].

25 Dr. Fishkind Do you want me to respond to the gentleman?

26 Jason Showe Yeah. Yeah, you can. We can let Hank... (several people talking)

27 Paul McCarthy Please identify yourself. [several people talking] . . .

28 Dr. Fishkind Do you want me to respond or no?

29 Paul McCarthy Yeah, go ahead.

30 Dr. Fishkind Uh, now look. I'm in the study business. You want studies? But that's
31 not the issue. I mean, first of all, there's a couple of questions that the
32 gentleman raised, let me try to unpack them a little bit. First of all, special
33 benefit. I think the best way is to compare, as I did, in the community to
34 the surrounding community. So I don't think the gentleman was
35 necessarily taking issue with the special benefit prong. He was more

1 taking issue with the wanting an adjustment to the allocation prong,
2 suggesting perhaps that golf course fronting properties get more or ones
3 closer to the amenities get more, and certainly people could consider that,
4 but I think in this situation the data are lacking to be able to quantify to a
5 reasonable degree of economic certainty that increase of the golf course
6 fronting or the golf course adjacent and the rest of the properties in the
7 community. It's not that I'm disagreeing about the order of magnitude,
8 but to quantify it in a way that you could do that that would be
9 nonarbitrary, and wouldn't get you involved in a bunch of lawsuits, I think
10 would be very problematic. So that's why I think given the basic
11 limitation of the data it is reasonable, the courts have a—approved ERUs
12 many, many times, and I believe it's appropriate in the context of this
13 situation.

14 David Bedwell Has the court ever approved this kind of methodology you're talking
15 about? [Inaudible back and forth]

16 Dr. Fishkind An ERU?

17 David Bedwell ERU and different.

18 Dr. Fishkind Have other communities successfully established methodologies based in
19 part on value in units, yes. Have they done it with front fees in something
20 else? Sure. So there's nothing wrong with that in the right fact situation.
21 I just don't think that this is the right fact situation where the data can
22 reasonably support a final articulation as the gentleman has suggested.

23 Paul McCarthy Please identify yourself and your address.

24 John Pilley John Pilley, Sun Gazer in Osprey

25 Jason Showe Did you have a number?

26 John Pilly Number 30.

27 Jason Showe Thank you.

28 John Pilley My first question is that you've got the 12 houses in Wingate and Auburn
29 Lakes. What were the subdivisions that were outside the district?

30 Dr. Fishkind I took them just from the same zip code that were provided and adjacent,
31 but all of them are in the same general area with the same schools, with
32 the same characteristics of the properties.

33 John Pilley I think that would have been helpful on the slide to say whether it's
34 Chelsea Park or Plantation Pointe or whatever the subdivision, so people
35 could make a determination.

1 Dr. Fishkind Sure. That would in the database where you see the MLS.

2 John Pilley You were a professor. If someone did a study, one of your students, and
3 came in and said, "My sample size is 12." How much would you say,
4 "Well, that might be a good sample size," or "That might be a little bit
5 small." Maybe more than 12? Maybe more than a year to see what the
6 real trend is. There wasn't enough data on there for us to determine what
7 is the cause of the valuation difference. It's one thing to say, yeah, homes
8 in Viera are more expensive than homes let's say in Rockledge. Well,
9 yeah, they're two different places. I'm sure a home in Winter Park per
10 square foot is a lot higher than a home in Casselberry. Right? Depending
11 on the neighborhood, you're going to have a valuation difference, so to
12 necessarily say just because there's a correlation is the causation, I don't
13 think that's right. You haven't shown us anything that says, "Yeah, \$3
14 million dollars for a clubhouse expansion is a benefit for everybody and
15 that is going to cause a valuation difference between our house in Osprey
16 than someone in Rockledge. I think you'd have a hard time convincing
17 that – that there's actually a real causation there between spending \$3
18 million dollars to make a clubhouse bigger for golf tournaments and
19 someone's property value. Do you have a response?

20 Dr. Fishkind So the gentleman asked a few different questions. Let's start with the
21 statistical question being that I am an econometrician and a statistician, is
22 the sample size sufficient? Sample size sufficiency is a function of
23 variance within the sample size, how variable the data points are. These
24 are very consistent so 12 and 12 is, in my view, definitely sufficient, and
25 more so than we need for this analysis. Second, I didn't compare Winter
26 Park and Casselberry. That would be foolish. I compared only homes in
27 the same zip codes surrounded by scenery surrounded by the same
28 schools. In terms of the time period, I think the last 12 months for the
29 sample and for the community is the appropriate time period. If you took
30 a longer time period, which would actually give some sensitivity analyses,
31 you might get a different answer and the data become more variable
32 because of the business cycle. So the question is not the business cycle.
33 The question is, is there some measurable benefit on a reasonable basis for
34 properties in this community compared to the ones outside the community
35 with a major differentiating thing not being location, not being schools,
36 not being size of house, not being year built, being Viera or non-Viera,
37 and the main difference is that Viera has the amenities and the outside
38 don't.

39 John Pilley Can you say what the price difference would be for a Viera house without
40 a clubhouse extension?

41 Dr. Fishkind No, I can say what it is now in maintaining it, and I provide the example
42 of what happens to communities if they fail to maintain property.

1 John Pilley And so if we just maintained it and did a normal renovation, replace the
2 carpet, paint, new furniture, whatever, that would be what you're talking
3 about.

4 Dr. Fishkind No.

5 John Pilley But they're not talking about that. They're talking about expanding it and
6 doing 3 million dollars and that's – you haven't shown where that's going
7 to affect the property value if you don't do it and just do a more modest
8 and general maintenance that you should be doing. If you're an economist
9 you know that you're running a business, your business should be
10 supporting your facilities. Would you spend 3 million dollars and not
11 have a return on that investment?

12 Dr. Fishkind The return on your investment is not simply a function of the revenue of
13 the golf course. The benefit that accrues is a function of the increase in
14 the property value from one place to the next. One would hope that you
15 would run up a business and be able to run it at a breakeven, which
16 evidently this does. So then it's up to the Board to decide the size of the
17 facilities. I'm not here to argue with you about the size of facilities – take
18 that up with the Board. I'm here to help the Board and you understand
19 that there is some significant special benefit from improving and
20 maintaining facilities in a community.

21 Jason Showe That is your three minutes.

22 John Pilley Ok but you didn't prove that \$3 million dollars for the clubhouse is going
23 to increase my [inaudible – interrupted – people talking over].

24 Paul McCarthy Thank you for your comments.

25 Joyce Piotrowski I have a question.

26 Jason Showe Yeah, if you want to be – he's next in line, you can ...

27 Joyce Piotrowski I'm not – I didn't sign up.

28 Jason Showe You can jump right behind him and follow. There you go.

29 Paul McCarthy Please identify yourself, your name and address.

30 Joyce Piotrowski My name is Joyce Piotrowski. I live at 1466 Independence Avenue in
31 IRCC. I will try to be very nice to you because I'm not always nice.
32 Okay, I'm a widow. My husband died of what happened to him in
33 Vietnam, and I live on a limited income. Because I'm in IRCC and I'm in
34 the CECD or CDC, whatever it is, the Viera part, I have to pay doubly for
35 golf courses and all these facilities and yet there is no difference in the
36 values of my house going up versus other houses, other than Sawblades.

1 The ones who are in the non-taxed section do just as well as I do. I do –
2 it's even. And I don't understand how your information explains that.

3 Paul McCarthy Thank you very much.

4 Dr. Fishkind As an economist would say, you chose your house –why did you choose a
5 house in the CDD if you didn't want to pay for it, if you didn't see value
6 in the amenities [indiscernible – multiple people talking] I will, whoa,
7 whoa, whoa. Come on--

8 [Indiscernible - multiple people talking and shouting]

9 Dr. Fishkind I'm, I'm afraid we have to stick to facts. So . . . [crowd continues talking]

10 Paul McCarthy Please identify yourself, name and address.

11 Jack Spira Yes, Jack Spira and home address is 402 Riverside Drive. I am a property
12 ownery. I have a company that owns property in the southeast quadrant of
13 Murrell Viera Boulevard. It's an 18-acre parcel.

14 Crowd [Indiscernible] We can't hear you.

15 Jack Spira It's an 18-acre parcel. I've got some numbers here. We've owned that
16 property since 2006. It's mostly vacant, just some commercial buildings
17 on it. We pay CDD fees of \$100,000 a year. We also pay HOA fees of
18 another \$20,000 each year. Since 1966 we've paid \$2,400,000 in CDD
19 fees and probably a quarter million dollars with HOA fees. We've had a
20 problem selling the property because we are in competition with the
21 property on the west side of I-95 that doesn't have CDD fees. So certainly
22 we've had a difficult time in selling our property, now recently with the
23 interchange opening up at I-95 and the economy being better, there has
24 been some interest at this point in time. Basically, the letter that we
25 received as to our property, the most recent letter notifying us of this
26 meeting, I think the charges to our property is about \$16,000 a year over
27 15 years and it's up to a few hundred thousand dollars. It says, of course
28 you will not result in any increase over the current assessments, but
29 certainly when the current assessments drop off, then of course
30 discontinues to pick them up again. The cases for and dealing with special
31 benefits, special assessments required a direct special benefit, the
32 assessments must be fairly and reasonably apportioned among the
33 properties that receive the special benefit. That's the case law. In the May
34 22 report, the report says, "At this point, all the platted lots and
35 commercial acreage within a district are specially benefiting from the
36 recreational facility improvements you touched on. Paragraph 244 gives a
37 special peculiar benefits as follows: Added use of the property. That's
38 what was indicated as one of the special benefits. I see no basis of how
39 that's connected to commercial property. The second one is added
40 enjoyment of the property. Again, I see no correlation between that

1 statement in that report_ for the residential properties not with the
2 commercial property and probability of increased marketability and value
3 of property. We've recently had an appraisal on the property because of
4 some matters that are going down there. The appraisal says that because
5 we had CDD fees, the value of our property is \$.98/square foot less than
6 property that is not in the CDD. That was about three quarters of a million
7 dollars in value – reduction in value because we pay CDDs. So certainly
8 the argument that it results in an increased value of the property, we
9 disagree – our appraiser disagrees. The problem I have is—and, and I
10 have no objection . . .

11 Jason Showe 30 seconds

12 Jack Spira to a lot of the assessments that deal with the drainage, things like that. I
13 have a problem, like these people have, is the golf course. A lot of the
14 members of the Board either have homes on the golf course or are golfers
15 and certainly it is a benefit to them – maybe a special benefit to them, but
16 not to us. I'm trying to wrap it up. The problem with 1 ERU for
17 residential and 4 ERU for commercial, I understand the distinction – let
18 me ask a question- the distinction is you're saying that you sunk in
19 commercial property you have vacant land, you have parking lots, you
20 have drives, you don't put buildings like you do in a house where you
21 have one house and another one, how do you establish the one ERU for
22 residential quantified four ERUs for commercial. That's the question I
23 have.

24 Dr. Fishkind Sure. Well, I'm not going to defend a report I didn't author, which is the
25 May report. I'm going to defend my own report. But to answer your
26 question, the floor area ratio would be about 8-10,000 square feet per acre.

27 Jack Spira Yes.

28 Dr. Fishkind Which is about four houses.

29 Jack Spira But you still have a lot of open space . . .

30 Dr. Fishkind It doesn't matter that you have open space . . .

31 Jack Spira All I can say [indiscernible – talking over one another].

32 Dr. Fishkind It accomplishes the same square foot prints

33 Jack Spira The problem I have, at the last meeting there were almost probably 100
34 people here. The Board just voted without any comments. I have tried to
35 call you attorney's office with the attorney's office but I have not received
36 a response call. I know there's litigation and at this point, we're in the
37 process, we've got a complaint drafted and will be filed in the next ten
38 days.

1 Paul McCarthy Thank you for your comments.

2 Jim McSeveney Hi, I'm Jim McSeveney 6030 Heron's Landing Drive. My question is
3 specifically for you. You took two samples at Wingate Estates and
4 Auburn Lakes for your sample. How did you pick those samples when
5 those two properties-- communities are adjacent communities, they're not
6 spread across the whole Viera, they're in one specific location and at one
7 specific location. Did you consider the amenities in those communities,
8 that they have some value to the property compared to the other
9 communities? Did you look and see that they are adjacent to a park that is
10 not the responsibility of the CDD? It's a park that's a responsibility to
11 others so the value of that has nothing to do with what the CDD does.
12 Why did you just pick those two communities? As they showed in a map
13 there doesn't appear here and it is in two separate zip codes, not just the
14 one you picked out.

15 Dr. Fishkind All done?

16 Jim McSeveney For now, for you.

17 Dr. Fishkind Ok. So the reason I chose those two are because they had sufficient sales
18 and they met the criteria of the size and the year built. And, yes, I'm quite
19 aware that they have other little parks and things. That's what made them
20 comparable to the communities I chose outside in the same zip code,
21 because they do have little parks and other things. Therefore, I think that
22 the comparability is very high.

23 Jim McSeveney But the parks are not maintained by the CDD. You're thing is . . .

24 Dr. Fishkind (Interposing) You're missing the point.

25 Jim McSeveney You made a point about the value for the parks and its amenities. Those
26 amenities that are close to the ones you picked are not CDD, so they're not
27 going to get any value from this. But they're at one location. Why did
28 you not spread and take two locations? Couldn't you find a sample of two
29 separate locations?

30 Dr. Fishkind I answered your second question now once before, so I won't go back over
31 that territory. Your comment that the subjects that I used inside the area
32 has an HOA or other parks are similar to the comparable communities.
33 That's why they're comparable.

34 Jim McSeveney But you didn't. We've not seen the data for that. That's something you're
35 telling us right now. In the data . . .

36 Dr. Fishkind (Interposing) I'm happy to provide the data.

37 Jason Showe We'll place it on the website as soon as we have it.

1 [Indiscernible – multiple people speaking]

2 Paul McCarthy This is specifically for Dr. Fishkind. [Multiple people speaking] Please
3 identify yourself.

4 Lee Wyatt #6. Lee Wyatt at 1737 Independence Avenue. I'm here to ask you a
5 question, but also to sort of defend Ms. Peatroski against what you came
6 back against her saying you shouldn't have picked your house there if you
7 had a question like that. I think that was out of line.

8 [Unknown Audience] I do too.

9 Lee Wyatt We're talking about the future now, not the past. About 80% of the
10 houses are in our CDC, which has its own golf course, its own clubhouse,
11 and a plethora of amenities. So looking in the future, maybe there should
12 be consideration for the fact that the amenities that we have and the value
13 we have is not going to be enhanced by any changes we make to the
14 current golf course, clubhouse and other renovation for later like that. In
15 other words, if we're looking at an entire community. We should look at
16 every separate little entity in the community and see how those amenities
17 that you were talking about would actually enhance each community.
18 We're going to get no value change for about 80% of the VECDD based
19 upon what's going on. I think some of the other things are just fine in
20 terms of the infrastructure improvement, sidewalks, the dog park and all
21 that, but I think we should look at how the communities are actually
22 affected individually and not comparing somebody in Titusville and
23 somebody here. And we are a special anomaly within the VECDD.
24 That's what I want to say, so I don't think you can even make a
25 comparison for what's happening to that 80% compared to everybody
26 else.

27 Paul McCarthy Thank you for your comments. Please identify yourself and your address.

28 Larry Walters My name is Larry Walters. I live at 1428 Yorktown Court, and I too am
29 an economist. I'm a professor. So my question to you, and really to you,
30 but as much to you guys, is we're planning to spend \$3 million dollars on
31 the clubhouse. The majority of that clubhouse is a commercial venture.
32 Therefore, we're going to underwrite the fixed costs of an operation of a
33 commercial venture operated by an independent contractor. You're
34 underwriting their fixed costs with our tax dollars and allowing them then
35 to operate on their variable costs only when there are dozens, if not more,
36 equal restaurants, banquet facilities within the commutable distance that
37 must operate on their total cost rather than just their variable cost, and we
38 are looking at funding \$3 million dollars of fixed cost for a business that
39 then operates at an advantage over other commercial businesses, like this
40 gentleman back here, in the community. Why? Why would you

1 underwrite the fixed costs of a commercial venture with our tax dollars?
2 That's my question. If you want to attempt to answer that, go ahead.

3 Dr. Fishkind From a special assessment basis, there is a benefit to be derived to the
4 community in my opinion. Concerning your particular concern about one
5 business's competitive effects those are policy decisions, those don't
6 necessarily relate to the question about special benefit or not.

7 Larry Walters I don't see how it could not be part of the special benefit. I don't see how
8 it can not be part of the special benefit when a commercial business
9 operated by VECDD that provide the revenue to the VECDD since its
10 market is rented out cannot be -- why that is not relevant to the business
11 case. If there's a sound business case that operates the clubhouse, in a
12 good business case analysis, they should put it out and have a commercial
13 loan for it and build their business case and if it survives, wonderful. If it
14 doesn't survive, it has the same result as any other commercial business.
15 It will go bankrupt. I wrote you that letter several weeks ago and you have
16 yet to respond.

17 Jason Showe I'm not sure which ...

18 Larry Walters Yes, I wrote that letter to you personally to your office.

19 Jason Showe Your letter was furnished to the Board of supervisors.

20 Larry Walters Thank you.

21 Paul McCarthy Thank you for your comments. [Applause] Any other questions for Dr.
22 Fishkind?

23 Jason Showe If not for him specifically, then we can let you sit down, and if there's
24 questions that come up, then we'll just go back in number order.

25 Paul McCarthy We now begin the public comment portion of the meeting. Each speaker
26 will be allowed three minutes and then given a first and second warning.
27 Will the individuals with numbers 1, 2 and 3 come to the podium, please?

28 Jason Showe I already went, so...

29 2, 3 and 4.

30 Jason Showe I'd also like to make a statement before the folks speak, any letters that we
31 received from residents, they went to the Board. They're included in their
32 agenda package tonight. We did receive some additional ones since the
33 time the agenda package went out and now -- so those were also provided
34 to the Board via email and they'll be a part of the record at tonight's
35 meeting. So we'll proceed. Do you want to state your name and address?

1 Tony Volpe Don't start yet.

2 Jason Showe Not yet. [Indiscernible chatter].

3 Tony Volpe Tony Volpe, 1493 Patriots Dr, IRCC.

4 Paul McCarthy Talk into the mike.

5 Tony Volpe Before I get started, no disrespect to anybody – it's just my input. Thank
6 you. I want to talk about the benefits and make sure we're clear on where
7 we are as a group. My understanding of CDD is control of services and
8 facilities constructed is on the residents to make that decision. The Board
9 represents the residents. Going to the bond argument that we're talking
10 about here, there's two things in here -- the doctor mentioned it earlier --
11 the first is that the special assessment should not exceed the burden of debt
12 on homeowners and it should be a benefit. Okay? Of the properties
13 involved here, there's a few that benefit and many that don't. And that's
14 really the issue, not the bond and what you're doing in defense of the
15 bond. The second part is that it must be fair and reasonably allocated.
16 Well, in fact, not fairly allocated as an example would be IRCC. We have
17 no direct benefit in that community to the golf course. It's obvious why.
18 Others don't golf, as a business might not, others don't use the facilities.
19 Last time we, back in July, some lady brought up the fact she's in a condo
20 and she's paying the same thing as someone who got a house three times
21 her value. That's not your fault. It's set up per unit and everybody pays
22 the same amount. That's wrong and it should be changed in my opinion.
23 [Applause.] Again, with his assessment of the property, it was done 18
24 and 19. That value and property is directly related to the good economy.
25 It's indirectly related to the golf course and amenities, and these properties
26 that were in that assessment are tied to that golf course, so they're going to
27 get the benefit of the golf course, especially people inside the Viera East
28 on the golf course . . .

29 Paul McCarthy 30 seconds.

30 Tony Volpe . . . community. With that said, I just want to say that, Bill brought up the
31 last time we talked about this. The restaurant should be reassessed.
32 There's no business plan. The doggie park, \$55,000 is too much. I leave
33 you with this suggestion. Stop all the extra stuff. Do what you have to do
34 and then reassess how we can make money to pay for the additions.

35 Jason Showe Three minutes.

36 Tony Volpe Thank you. [Applause] [41:30]

37 Paul McCarthy Numbers 3, 4 and 5, please.

38 Jason Showe 3, 4 and 7.

1 Paul McCarthy Well, they can still speak, no?

2 Jason Showe Yeah.

3 Paul McCarthy 3, 4 and 5.

4 Ray Shorts Good evening. My name is Ray Shorts. Stratford Area. Thank you. I
5 appreciate all the work putting this up.

6 Paul McCarthy Talk into the mike, please. Right into the mike.

7 Ray Shorts I appreciate all the work you've done to put this up. To begin with, you're
8 lucky I'm going to be real brief. Jason did a great job of putting all that
9 information out there and what the responsibilities are. I'm going to try
10 and cover a little bit, but I can't come close. So I'm just going to skip
11 along on this. I'd like to start again by thanking the Board for your many,
12 many hours of hard work. Probably hour and a half. Thank you. Going
13 on 25 years involved with Viera East, some of these areas are really sad
14 and are showing their age really bad. Simple Band-Aids aren't going to
15 fix anything. They need hard work, improvements. I believe basically, the
16 Board – they're plan – the plan that's going to authorize adequately and
17 accurately and directly across those areas, and that's the (inaudible) right
18 there.

19 Jason Showe Thank you.

20 Paul McCarthy Thank you for your comments.

21 Ray Shorts Thank you and we support you.

22 Paul McCarthy Numbers 4, 5 and 6, please.

23 Gary Shiffrin Gary Shiffrin, 4770 Parkstone Drive. Mr. Chairman, CDD Board
24 members, and the Viera Golf Course Community neighbors. Indeed, we
25 are all neighbors regardless of what position we're taking on the bond
26 referendum proposed. I hope we can keep this in mind as we discuss as a
27 community the pros and cons of this important issue. At the July 25th
28 meeting, I was one of the minority speakers who spoke on behalf of the
29 bond proposal. I commented that when we purchased our home in 1999, I
30 was well aware of all the rules, the bylaws, the fees, the taxes,
31 assessments, and bond language. I would hope that all potential residents
32 of the CDD District would have been equally informed. Since that
33 meeting on July 25th, I have now reviewed the assessment report and
34 engineer's report posted on the CDD website. I'm not going to comment
35 on each point made in those reports other than to say that the evidence is
36 very clear that the inclusion of the proposed bond is very beneficial to all
37 residents within the District. I would like to once again address the
38 concern of many of our residents that assert that if they do not live

1 indirectly on the golf course, they should not support the upkeep of this
2 most valuable asset of our community. As I stated at the July 25th
3 meeting, I was an educator for 42 years with the Brevard School System.
4 Many citizens which stated that they did not feel that they should pay
5 school taxes because they did not have children in our schools. Of course,
6 we know that would not happen if we did not have a school system if that
7 was to occur. It takes an entire village to provide for our children. So in
8 order for the CDD to provide for the legally mandated obligations of the
9 District, it takes the entire CDD. I want to thank the members of the CDD
10 for your willingness to serve on this Board and make appropriate decisions
11 for the benefit of the entire Viera East community. Thank you.

12 Paul McCarthy Numbers 5, 6 and 7, please.

13 Jim McSeveney I have 5, so I can speak again?

14 Paul McCarthy Yes, you can.

15 Jim McSeveney Again, Jim McSeveney 6030 Herons Landing Drive.

16 Jason Showe Closer.

17 Jim McSeveney Closer? I want to read something from the engineer's report that was
18 presented and under existing recreational facilities where they describe the
19 general concept of Phase I and what was included in there as far as the
20 golf course, and then read paragraph 2. It says, "Recreational Facilities."
21 And I'm quoting. "The recreational facilities of Phase I have been spread
22 over a period of years and meets the needs of the community." How do
23 we get from meets the needs of the community in an engineering report to
24 \$9M of construction needed? I would like somebody to explain how that
25 wording gets to \$9M. Can somebody explain to me how that happens?
26 How we get to meet the needs to \$9M? [Applause]

27 Paul McCarthy Numbers 6, 7 and 8, please.

28 Audience Member 6 is done.

29 Paul McCarthy 6 is done? [Inaudible from audience.]

30 Jason Showe 9, 10, 11 then?

31 Denise Farker 7?

32 Jason Showe 7, okay, go.

33 Denise Burr My name is Denise Burr and I live on Gold Rush Avenue in IRCC, and I
34 am against the portion of the bond related to the improvements to the golf
35 course, especially the clubhouse. I'm not going to go into a lot of detail

1 because others have already made my points or asked the questions I
2 would have asked. I don't feel that the improvements to the golf course
3 area in any way provide me with a special benefit, which was part of the
4 criteria, and I don't see how it provides my property with a special benefit.
5 Half of IRCC is in Viera East, and that is where I live and I was aware that
6 I would pay more taxes than the other half of IRCC by \$678. However, I
7 pay a lot of attention to the property values in each section of IRCC, and
8 the property values in the Viera East section are absolutely not any higher
9 than the property values in the other half, so all this discussion about how
10 your improvements are going to help me and my property value in IRCC,
11 that's just not true and I just wanted to make that statement. Thank you.
12 [Applause]

13 Paul McCarthy Number 9, please.

14 Jason Showe And if 10 and 11 can come and just get in line so we can try to move along
15 quicker?

16 Jason Showe Yep. Come on in line.

17 Jason Showe You want to -- yeah, you can just get up and go ahead.

18 Wilson Butler Mr. Chairman, Board. My name is Wilson Butler and I'm at 2245
19 Brightwood Circle. I met a homeowner who's asked me to read a letter
20 for the record. Jim Robinson lives at 4948 Worthington Circle in Viera.
21 After that I'd like to make a comment myself. So I'll read this letter:

22 "First of all I want to express my strong support for the new bond which is
23 definitely needed to maintain a beautiful neighborhood in Viera. I've
24 lived in Brevard for over 50 years, and moved to Viera 20 years ago. My
25 wife and I were excited about the new, fresh, beautifully landscaped
26 community which was developed a few years earlier. As golf enthusiasts,
27 we wanted to find a house in a development which was not owned by an
28 individual or a company that was not a part of the neighborhood. Unlike
29 other developments, Viera was owned by the original property buyers.
30 After our purchase we noticed other golf communities in the county were
31 in steady decline. In the early 1970's the two most desired courses to play
32 were Royal Oak and Port Malabar The houses adjacent to the courses and
33 in the immediate area were beautiful and expensive. However, the
34 maintenance of the courses as well as the community continued to
35 undermine the homeowners' investments. Now the course is rundown and
36 the houses in Royal Oak have lost most of the value. A development
37 company bought the Port Malabar course, closed it down, and the once
38 beautiful fairways behind the luxurious homes are now full of weeds.
39 Without spending funds on maintenance and repairs, Sherwood in
40 Titusville has undergone the same decline and . . .

1 Paul McCarthy 30 seconds.

2 Wilson Butler (continuing) . . . An example of success for the older course is derived
3 from its country club which has been thriving since the 1960's. The
4 owners have kept up the expenditures of the golf course and built a
5 beautiful clubhouse and restaurant which serve many functions for the
6 members. We can keep our neighborhood just as nice if we invest in the
7 critical needs of the assessment cost. If I can pass that for the record.

8 Jason Showe Ten seconds.

9 Wilson Butler Do I have my . . . ?

10 Jason Showe Yeah.

11 Paul McCarthy Your time is up

12 Wilson Butler I'm sorry?

13 Paul McCarthy Your time is up unfortunately.

14 Wilson Butler I can't speak as a homeowner?

15 (Audience) Too late.

16 (Audience) [Multiple people speaking]

17 Paul McCarthy Number 10, please?

18 Harold Warner Good evening. Harold Warner from Sungazer Drive. My question, has
19 the Board considered that not all of us play golf or use the clubhouse?
20 Has anybody taken a survey to see how many people actually golf?
21 What's the percentage of residents who golf? If it's a very low
22 percentage, why are we in the golf business? Now I realize this is a golf
23 community. Is the Board going to require me to start golfing? I don't
24 think so, but at any rate, also, what's to prevent future bond issues from
25 coming out? Now has the Board diligently scrubbed this bond down as far
26 as possible? Perhaps we need to make some cuts to the bond. Maybe
27 there's things we could do without. We're not like the government here,
28 you know – well, we are, I suppose, we are. But we should try to scrub
29 this down as much as possible. Now my fear is golf courses are like a
30 black hole. I notice some of the golf courses here locally are out of
31 business or losing money. Is this going to happen to us at some point?
32 Maybe we should get out of the golf course business and contract it out.
33 Has the Board considered that? That's all I have. Thank you.

34 Paul McCarthy Thank you for your comments. 13, Can I have 14 and 15 line up, please.

1 Jason Showe 11, yeah.

2 Stevie McTaggart Number 11. My name is Stevie McTaggart and I live on Aberdine Circle
3 in the Viera East Golf Club. I also am a widow. I've been a widow for 15
4 years on a limited income. I fully support this bond issue. I hope we get it
5 passed and I hope we start construction immediately. I'd also like to thank
6 you guys for all the work you do. It is thankless, and just – I really
7 appreciate you all. [Applause]

8 Paul McCarthy Please state your name.

9 Jason Showe Is 12 coming?

10 (Audience) 12 was this man.

11 Jason Showe Oh, got ya.

12 Jim Rufino Okay.

13 Jason Showe You're good, you're good.

14 Jim Rufino Good evening. My name is Jim Rufino. I live at 1506 Chesapeake Court,
15 which is in the IRCC, and I might mention I'm a proud United States
16 Navy Vietnam veteran. I live in an area that's inhabited by 80% of the
17 775 homes are veterans, and we have a lot of facilities. I do not play golf.
18 I do not play tennis, but we bought in there for a reason, for its security, its
19 environment – it's gorgeous. We lived in the Bay Hill subdivision for 15
20 ½ years before this current home almost three years, so we've been in
21 Viera since 2001, and we have paid VECA for every single hour we have
22 been in Viera. It doesn't seem to ever go away. And why everybody is so
23 concerned that interest rate's going to go up, I'm not so sure, okay? We
24 have such low, historic rates that if it goes up this or that it's nothing
25 anymore. It's not like 20% interest on bonds, okay? All I'm saying is
26 why do people like us in a private community with our own facilities have
27 to support the rest of Viera? They don't do anything for us. We have to
28 pay our everything ourselves whether we use it or not. And I go by Viera
29 East every morning on my walk and, believe me, I don't understand why
30 everybody says they have to make it some spectacular place because it's
31 always been a very nice golf course to look at. I know a lot of people that
32 play there. Everybody says it's great. Why do you want to build a \$3M
33 clubhouse for something that used to have a little, almost like a little
34 Denny's as a clubhouse, okay? You want to go in, you have breakfast.
35 You want to have lunch, you can have lunch, and then they tell you you
36 gotta go. I don't want to waste anybody else's time, but again, it doesn't
37 make a lot of sense to spend this much money on a place that's not gonna
38 really bring anything else to this community. I thank you all. [Applause]

39 Paul McCarthy [Indiscernible.] Number 14?

1 Mike Rangel Good evening. I'm Mike Rangel. I live here on Herons Landing. I just
2 want to talk about it in general terms, just to follow up with the gentleman
3 here about the \$2.9M on a restaurant. I've looked at some numbers,
4 interest rates and fees, stuff like that. Just about close to \$1,000 a day we
5 have immersed in debt. And if we build this restaurant, he's probably
6 going to make maybe \$1,000 in gross revenue, so technically we're going
7 to be losing \$1,000 a day. That's one issue. The other issue is knowing
8 the population of my community, most of us are over 55, let's say 65. A
9 lot of us have single -- widows or widowers living here and they're on
10 fixed incomes. And just to give you an idea, we only charge \$305 a year
11 for our HOA because we have a pool and small facilities for some
12 common community that we maintain. And even then we have a hard
13 time collecting that much. So this \$180 some odd dollars will go a long
14 way to helping those people with fixed incomes pay some of those fees.
15 The other issue is just the value of having a golf course to the rest of the
16 community. You said that we have 4,200 homes and I would say 3,600 of
17 those homes do not have any increase in their value nor do they use the
18 golf course. Now I am a golfer, and so I go out to Viera East and what do
19 you have, maybe 25,000 rounds a year, do you know?

20 Tim Melloh 53

21 Mike Rangel Okay, so it sounds like you want to spend \$9M if you think you're going
22 to increase the number of rounds out there. What if you -- you can't
23 increase 6,000 rounds if you have 1500 I know that. I mean unless you
24 got the Master's or something like that, but we have Viera East and then
25 we depend on the snowbirds to come down. So from that standpoint, I
26 think we need to go back and do some homework and do some due
27 diligence on the numbers. I've heard a lot of segments there where you
28 said well, if we have some money left over we're going to do this . . .

29 Paul McCarthy Thirty seconds.

30 Mike Rangel . . . other projects, so scrub the numbers, take out things that are not
31 needed, prioritize the items that are needed and then, interest rates are
32 going to stay low. I think this administration is going to stay there and
33 prime the, you know, the Fed has gone down so it will stay at the 2, maybe
34 1.5 point level, and at the rate that the bonds are going to be leveled at,
35 you know, I'm not sure who's going to be buying those bonds at that
36 interest rate, but I think we're going to pay for for the low rate.

37 Paul McCarthy Your time's up, sir.

38 Mike Rangel Thank you. [Applause]

39 Paul McCarthy Can we get 15 and 17 to line up, please?

1 Warren Powell My name is Warren Powell. I live at 4897 Bethany Court. Prior to buying
2 my residence, I did my due diligence regarding the amenities, benefits,
3 restrictions, taxes, and costs associated with living in this community. I
4 weighed all this information before I purchased the home. In 1981 I
5 bought a brand new home in North Melbourne in a brand new
6 development. There was no CDD management there. I returned 10 years
7 later and found the overall appearance and condition of the homes and
8 common areas appalling. We are very fortunate to have conscientious
9 Board members whose purpose is to keep our community and
10 infrastructures in good, operating condition. In addition to our homes we
11 all know the importance of community appearance and condition of the
12 common infrastructures and its importance when potential buyers are
13 considering the possible sites to purchase a home. In addition, prospective
14 buyers also look at shopping areas, home values, taxes, amenities and
15 other important items before they make their decision. Let's face it,
16 upkeep is a major expense to maintain a community. We as homeowners
17 know this firsthand keeping our homes up. Our responsibility is our
18 homes. The Board's responsibility are golf course and other common
19 areas in the community. The largest single asset is the golf course so
20 naturally it is also the largest single budget item as well. For the last 20+
21 years ongoing maintenance and repairs have provided the necessary
22 upkeep, but things wear out and need replacement. As a community, we
23 are at that point. Overall I believe we all must recognize this. There may
24 be some disagreements and considerations for what and to what degree
25 these repairs or replacements are, but they still need our attention. Many
26 studies have been done regarding what effects communities experience
27 when golf courses fail. Thank goodness because of excellent golf course
28 management and the overall community management by this Board, Viera
29 East is not failing. But without the recommended work the course and
30 other assets will deteriorate to the point where...

31 Paul McCarthy 30 seconds.

32 Warren Powell . . . the studies focus on, the studies I looked at focus on Nevada, Arizona
33 and Florida because of the number of golf courses there. In most locations
34 where courses fail, home values decline, taxes were reduced due to the
35 decline in home values, and there was a reduction in tax revenues to the
36 local government, were also lowered as well. Because of this lower
37 revenue, road, street repair and other government services were delayed or
38 canceled.

39 Paul McCarthy Thank you for your comments. Your time is up.

40 Jason Showe Yeah, three minutes.

41 [Applause]

1 Paul McCarthy 16, 17, and 18, please.

2 Jason Showe Is there a 16?

3 Paul McCarthy No 16. 17, 18.

4 Jason Showe No 16

5 Paul McCarthy 17, sir?

6 Jason Showe Yeah, 17.

7 Melvin Mills Good evening. I'm Melvin Mills. And I own the property at 2355
8 Addington Circle, and also 1220 Worchester Drive. When I was
9 investigating and investing in real estate, I went to the realtor and asked
10 her where should I buy a home. And the first thing she said to me was you
11 need to look at Viera East. And I said why is that, and she said because of
12 the amenities and the condition of the entire community, which we did. I
13 just recently invested \$30,000 on the home over at Worchester and I'm
14 doing the same thing in Addington. I am also chair of a CDD in Baytree,
15 so I can appreciate your gentlemen and ladies for the position that you're
16 in. In fact, I'm sitting here and thinking why all this sounds like a Baytree
17 meeting, doesn't it Jason? I can appreciate all of the comments that are
18 being said here today. We just recently in Baytree had to raise our
19 assessment \$300 per year per home, and we hadn't raised any assessments
20 for probably close to 10 years. You people have the vision to keep this
21 community going. You can't look at maintaining, you have to look at
22 being progressive and having a vision and that's exactly what we're doing.
23 We have a lot of competition here east or west of 95 and if we do not keep
24 our communities east of 95 up, we're not going to win the game when it
25 comes to property appreciation. I look at a home as an investment. I want
26 a return on that investment as everybody, I think, in this audience would
27 agree, and in order to do that, the community has to be a supreme
28 community. I want to thank each and every one of you for your vision,
29 and I totally support this. Even though I'm not a resident here, I totally
30 support your decision. [Applause]

31 Paul McCarthy Number 18. Can we have 19, 20 and 21 line up, please?

32 Kevin Maloney I'm Kevin Maloney, 2308 Addington Court. My wife and I moved here
33 just in 2013, so by comparison to many people here, we're fairly new.
34 The reason we came is we came down to visit my brother, who's been
35 down here for 20 years. He's often bragged to me about what a great
36 community he lives in and how terrific it is, how the amenities are what
37 brought him here. In 2013 when we visited, we came down with no
38 expectation to buy. We had never talked about living in Florida. We have
39 a home in New Hampshire, which is where we spend half the year. We
40 didn't have to pay for that. We inherited that. So we're very fortunate.

1 We came here, within two days after being here, we looked around and we
2 bought a house. We bought it because of the location. We thought here in
3 Florida with the weather, we said, you know, after listening to my brother
4 all these years telling me how miserable I must be up there in the cold and
5 snow, I said you're right, so we came down. But we came to Viera
6 because it takes care of itself. It has been maintained wonderfully over the
7 years. Each year when we come back, we are right here in the beginning
8 of June, we look around to make sure it still looks the same and is getting
9 better, hopefully. And we've never been disappointed. I thank the Board
10 for the action that you're about to take and I hope you take it in the
11 affirmative. The reason I came here is because of the community that I
12 found six years ago. I've noticed some things need to be taken care of. I
13 noticed there is some sidewalk repair that should have been two years ago,
14 it's finally being done now. If we don't take care of things going forward,
15 this community will not be what attracted my wife and I to be here, and
16 again, I'm on a fixed income too. I'm a retired engineer, but I know that if
17 I lose what I invested in the home here, if it's not maintained and taken
18 care of, my investment won't be worth what it is and should be, so thank
19 you. [Applause]

20 Paul McCarthy Number 19?

21 Jason Showe 19?

22 Joel Dodds Nope, 20. Come on down.

23 Jason Showe You're next.

24 Joel Dodds Thank you.

25 Paul McCarthy 21, 22 and 23, please line up.

26 Joel Dodds Hi, my name is Joel Dodds. I live at 1375 Clubhouse. On the wrong side
27 of the tracks. Not on the golf course. Anyway, I support the bond. I have
28 one question and a proposal to the Board, and that is – and it
29 supplemented the earlier comment regarding the clubhouse. If, in fact, the
30 clubhouse is operated by a true commercial entity with no benefit – direct
31 benefit, I'm talking – back to the CDD, I will propose that the Board
32 evaluate a possible shared expense of an upgrade. Go evaluate that,
33 determine whether or not the operator is willing to put their own finances
34 at risk relative to upgrade as opposed to us taxpayers funding a purely
35 commercial venture. That's all I have to say. Thank you.

36 Paul McCarthy Thank you for your comments.

37 Paul McCarthy 21?

38 Jason Showe 21.

1	Paul McCarthy	23?
2	Paul McCarthy	24?
3	Paul McCarthy	25?
4	Paul McCarthy	26?
5	Paul McCarthy	27?
6	Tim Bianchi	Sold! (laughter in audience)
7	Jason Showe	There we go
8	Paul McCarthy	We don't want to miss anyone.
9	Tim Bianchi	I wanna get in, cause I'm the last one.
10	Jason Showe	Well, there are a few more.
11	Tim Bianchi	Oh, there is?
12	Jason Showe	Yeah. Well, we will see
13	Tim Bianchi	Good evening, Tim Bianchi. 1127 Auburn Lakes Drive. I have
14		statements. I don't really have questions because I have a preconceived
15		notion where the Board's going with this. So I'm going to say I am a
16		golfer. So I like to golf, I play Viera East, love Viera East. However, the
17		clubhouse I'm not in favor of. Period. Dot. Play on words for
18		assessments, assessments will go down when the bonds are paid off. It's
19		just common knowledge, don't do that. 2012 bond being paid off is the
20		reason why assessments are going down. The bond is being paid off. Not
21		anything you're doing. The bond is being paid off. If approved, now this is
22		if you guys go ahead and approve this as a Board. If approved I propose to
23		the Board since we've already paid for this golf course, by the way
24		residents, we bought this golf course in 1992. We did this. It's our golf
25		course and now they want you know enhance it. Ok, if that's approved,
26		every CDD resident should be able to play for free. And, (audience noise),
27		and, hold on, and bring a number of guests at a discounted rate. (audience
28		noise) I am just saying, we own it, why not? Something that you residents
29		don't know about that happened and some of Board Members are still here
30		from when I came to these things in 2008 and 2010. The golf course was
31		hemorrhaging. Operations was, uh, red, you know, overrunning. So we,
32		we the CDD, increased our general assessment, or the O & M to cover that
33		little loose area, so we have been paying, subsidizing the golf course for
34		some time already. So the Board, the majority of you live on the golf
35		course. Just remember, not everyone lives on the golf course, you know.
36		Look at all your constituents. We live all of Viera East. Um, the other

1 thing is, the golf course actually butts up to Turtle Mountain, y'all know
2 that? Just saying. Special benefit...

3 Audience Repeat that

4 Paul McCarthy Please, no comments from the audience

5 Tim Bianchi Viera East Golf Course butts up to Turtle Mountain Golf Course, didn't
6 know if you knew that or not. So, the special benefits piece....

7 Audience (Unintelligible)

8 Jason Showe 30 seconds.

9 Paul McCarthy 30 seconds.

10 Tim Bianchi No issues. I live in one of those HOAs. Direct line to the golf course.
11 Direct line by a major park. Direct line by Rock Williams Elementary
12 School. Should never have been. You should not use that person again to
13 do your assessments. That's all I got.

14 Paul McCarthy Thank you for your comments. (Applause) 28, 29, 30? 30.

15 Jason Showe Any?

16 Paul McCarthy 29

17 Peter Maloney Perter Maloney 2562 Canterbury Circle. I am the brother that has been
18 here for 20 years. (Audience laughter) I would like to say that I did read
19 the, uh, Engineers Report, and I agree with it. I have been here 20 years
20 like I said, and I came here because of that golf course. And I have never
21 regretted it a day. I would like to thank the board for the work they have
22 put in, and hopefully this will go forward.

23 Paul McCarthy Thank you for your comments. 31? Ok, well that closes the public.

24 Jason Showe We can see if there are.... Any other members of the audience like to
25 make comments at this time?

26 Paul McCarthy Please say your name and address.

27 Sam Concemi My name is Sam Concemi. I live at 4896 Wardenton Circle. Hi brothers.
28 I'm lawyer from Massachusetts. [laughter in crowd]. I represent the golf
29 course up there. 25 years ago when I started representing this course, it's
30 a Donald Ross course, by the way, it's gorgeous. It's 100 years old. Wore
31 out, literally, wore out. The number of rounds of golf we played were
32 dropped dramatically. We have to do something. We ended up selling 50
33 acres of our Donald Ross course. We spent \$18,000,000 on the course.

1 \$5,000,000 of it went into the clubhouse. Net result, we have a 100%
2 increase in a number of golf rounds played in one year. We had no
3 restaurant. The restaurant and, and the fact it's now generating over
4 \$1,000,000 a year in income. Look, I don't know if you play golf or not,
5 but that golf course represents a big investment, and it's something we
6 have to maintain. If you put your money into it, it will come back. Now I
7 keep hearing about this restaurant, this, this mysterious restaurant. All I
8 know is that -- a miserable ladies room there that looks like it's something
9 that was on the bottom of an aircraft carrier. [laughter] You know, there's
10 a lot of things that need to be done. It sounds like a big deal, you know, to
11 put in a new restaurant, but you're not, you're basically going to expand
12 the snack bar. There's not going to be a restaurant when you're coming in
13 and have dinner at night with your family and have roast beef. It's a place
14 where you get around and neighbors get together two or three times a
15 month for various events. And where you meet all your neighbors out for
16 a round of golf, and everybody commiserates and whoever's talking how
17 bad they were. The fact of the matter is that golf course represents the
18 social heart of Viera East, and I think the situation is you have to keep that
19 heart pumping. You have to take care of it. If it dies, take a look at what
20 happened down at the friends of ours down at Delray. They have 3 or 4
21 golf courses down there surrounded by million dollar homes that are
22 nothing more than a hay field. And if you think their value—

23 Paul McCarthy 30 more seconds.

24 Sam Concemi --if you think their values will never—never going down, think again.
25 Thank you. [clapping]

26 Paul McCarthy Thank you for your comments. Yes, ma'am. [chatter in background]

27 Paul McCarthy Yeah. Who's going to be next?

28 Paul McCarthy State your name, please.

29 Joyce Piotrowski Joyce Piotrowski. I live in IRCC on Independence. I have two
30 suggestions. The first one is I would like to see the board have one
31 member from each community. [clapping] I, when I see how many of you
32 live in Viera East golf community -- how many of you do?

33 Paul McCarthy I live in there and proud of it.

34 Joyce Piotrowski You live where?

35 Paul McCarthy I live in the Viera East community, and I'm proud of it.

36 Joyce Piotrowski I'm asking about the Viera—where the golf course is that you're talking
37 about. I just -- it just seems to me out of fairness that you should allot
38 seats and have us elect in our own community people who want to be on

1 the board and to keep this a little more even. You know. Then you won't
2 get so many people at these meetings are so unhappy. You know, it's, it
3 really wouldn't be very hard to do that. The other thing that I really
4 believe should happen is that I think you should consider making the
5 assessments based on the square feet of the house. And the reason I say
6 that is for that lady in her condo, who has a very, very tiny condo, and
7 she's paying the same assessment as some of the people here, who live in
8 4,000 square feet and maybe more. That's grossly unfair. That's not
9 American.

10 Paul McCarthy Thank you for your comments. [clapping]

11 Jason Showe Any other public comments at this time?

12 Paul McCarthy All right, the public comments section is closed at this time. Any board
13 members who would like to say anything, please do so. [chatter in
14 background]

15 Bill Oakley Thank you, everyone. I would like to ask Tim Melloh a couple questions.
16 And I'll pass the mic to you. First off, Mike asked how many CDD
17 residents play golf in the golf course. I think you've got a number on that.
18 Could you discuss that with the board?

19 Tim Melloh Well, they are in the computer system. We have 1,035 residents registered
20 as CDD residents that play golf.

21 Bill Oakley That's out of 4,400 homes

22 Tim Melloh Right.

23 Bill Oakley Okay. Next thing I'd like to ask is I have had the opportunity to read
24 several emails as well as the rest of the board, and believe me, we were, I
25 read them all. And several people said get rid of the golf course. Close it
26 down, sell it. We don't want the responsibility of it. It costs too much
27 money. With that said, I would just like to ask Tim, Woodside Park, how
28 much did Woodside Park cost us in the last three years since I've been on
29 the board, including the maintenance fee, mowing the lawns, and things of
30 that nature?

31 Tim Melloh Yeah, well, you know. Probably at, you know, and just trying to, you
32 know, figure, I mean, you know, we've done some capital improvements
33 down there, like we had to remove an old dock that was down there that
34 was 25 years old, and it was going to cost us, you know, \$25,000 to
35 replace it, or \$3,000 to remove it. So guess what, we selected \$3,000 to
36 remove it because nobody used the dock. You know, we get the done,
37 replace restroom fixtures, parking lot striping, playground, replace
38 playground bolts and equipment, we've repaired a trails that go through
39 the preserve and we put a fence around the playground area. Thank you,

1 though. So we probably spent \$15,000 in that area. Now as far as the
2 weekly maintenance that we do, we mow, we trim -- we trim the trees,
3 blow off the, um, the trail through the preservation area, and I could give
4 you figures on it, but we probably put several man hours down there and
5 we'd have to figure that out, but call it another \$30,000 for that, so you
6 know.

7 Bill Oakley So roughly \$50,000 in three years? Now I'd like to ask you one other
8 question. Woodside Park. How much income did that generate?

9 Tim Melloh Yeah, we get no fees for, from anybody for, you know, there was a billion
10 dollar in legal fees that are, um, at their own leisure and what have you.
11 And, so, yeah, we get zero revenue generated from that.

12 Bill Oakley All right, so out of the expenditure to the CDD of \$50,000 in three years,
13 wouldn't it behoove us to close Woodside Park, sell the property, like
14 several people have suggested we do to the golf course, which for all
15 intents and purposes breaks even every year, except for major
16 expenditures, which we're going through right now. Would that be fair to
17 say? If we're going to sell the golf course, maybe we should sell some of
18 the other amenities, too. I think people want to look at the thing as a
19 whole, and when you're talking about that, you want to talk about
20 everything. I also want to read a segment, which I'll do right now. My
21 position on the board I take very seriously. I've been accused of being
22 unethical. Mark has played golf with me before, he's knows that's not
23 true. I've been accused of violating the Sunshine Law. I've been
24 informed that a private investigator will be checking on my background.
25 Makes me feel real warm and cozy, like I really want to be a board
26 member going through this. To let everyone know that I've read all of the
27 emails, some of them were in favor, some of them were opposed. Three
28 of them couldn't make up their mind. I've contacted several people to
29 discuss the bond issue. Not people that are just in favor. People that are
30 opposed, including Linda Elliot. If the bond passes, I want everybody
31 here to realize, I said "if," there will be three new board members next
32 November, less than a year away. These new board members will make
33 many of the decisions on how the monies and projects will proceed. So
34 the lady who was talking about why doesn't anybody run for the board,
35 well, sit on this end of the table and you may see why. Also, I had been
36 going to board meetings for probably four years before I decided to serve
37 on the board. The reason nobody serves on the board is nobody will run
38 for the board. Maybe that'll happen and change in November. Anyways,
39 thank you. [clapping]

40 Paul McCarthy All right, the next, um—

41 Jason Showe Any other board members like to make any additional comments at this
42 time?

1 Jo Walsh I just -- I want to make a clarification.

2 Jason Showe Sure.

3 Jo Walsh I think the gentleman who had made a statement has left, but I just want to
4 do a clarification anyway. When we, the portion that is currently leased
5 out is not the whole clubhouse. It is not the golf area, it's just the
6 restaurant. And the restaurant, it's funny that they should mention that,
7 but the restaurant when this young lady wanted to take it over and lease it
8 from us, she put in hard money to do that. And that's why we have an
9 extension on it currently. That's her money. So, yes, we have done that.
10 And yes, we, we've done a lot of things in cooperation, but that is the only
11 portion that is leased. We're doing it, so that's the only portion, not the
12 whole, I don't want any misconception that the people who are working
13 and when you go in to talk to Tim or Inez or any of our professionals --
14 they're ours. It's not for lease. Thank you.

15 Paul McCarthy Any further comments from the board? All right, the next item will be a
16 financial thing. Jason.

17 Jason Showe Yeah the, the next item we have on the agenda is consideration of
18 resolution 2020-04 equalizing resolution. I think, Steve, you want to just
19 kind of walk the board through the next two resolutions?

20 Steve Zucker Resolution 2020-04 is a finalized equalizing resolution passing
21 assessments based on the assessment methodology. One of Jason's slides
22 kind of went through it, finds and determines to big project and issue
23 bonds, authorize the project as described in the engineer's report,
24 identifies the total estimated cost of the project, equalizes, confirms, and
25 approves the benefits special assessments contained in the assessment
26 report, and provides in finalizing the benefits special assessments when
27 the project's complete without the credits. If the cost is less than
28 estimated, it provides for the payment terms and method of collection of
29 the benefits special assessment, confirms intention issues, provides for a
30 requirement for the benefits special assessments to be predated prior to a
31 transfer of such real property to another government and provides that the
32 notice of successor be recorded in the Official Records of Brevard County,
33 and as alluded to previously, this resolution will replace and repeal the
34 prior one, which was July 25th Public Hearing.

35 Paul McCarthy Any questions for the board regarding that? Okay, at this time, we're
36 going to vote on it. I need a motion for this, please.

37 Jo Walsh Jo Walsh. I make the motion to accept the resolution number 2020-04.

38 Paul McCarthy I need a second.

39 Dave Bedwell Dave Bedwell, second.

1 Paul McCarthy All in favor.

2 Group Aye.

3 Paul McCarthy Motion passes. The next item will be 2020-05.

4 Jason Showe Steve do you want to...?

5 Steve Zucker Uh, consideration for resolution 2020-05 is the second supplemental bond
6 resolution. It sets forth the parameters for the issuance of the bonds, and it
7 also provides for the approval of the preliminary additional statements,
8 which is basically the offering prospectus of the bond investor. It provides
9 for the approval of the form of the bond purchase agreement, and it
10 provides for the approval of form of the continuing disclosure.

11 Paul McCarthy All right, any board members have any questions regarding that? All
12 right, we need a motion.

13 Dave Bedwell Dave Bedwell. I'll make a motion to approve.

14 Paul McCarthy 2020-05?

15 Dave Bedwell Yep. 2020-05.

16 Paul McCarthy Need a second.

17 Melinda Thompson Melinda Thompson, second.

18 Paul McCarthy All in favor?

19 Group Aye.

20 Paul McCarthy Motion passes. The last item will be supervisor's request. Jo?

21 Jo Walsh Thanks, everybody, for coming.

22 Paul McCarthy Bill?

23 Bill Oakley Always got something to say. I'd like to thank everyone for coming. It
24 was nice to see everybody here. I would like all of you to attend. Thank
25 you for the special points of view, attend workshop meetings on the
26 second, fourth workshop meeting on the second month, the last day of the
27 month, and the workshop on the fourth at 2 o'clock at the church, and
28 you'll find out more of what's going on and keeping them abreast of
29 what's happening and hopefully some of your questions will be answered.
30 The other thing, and I want assure all of the remaining people that are
31 here, is if the money on the golf course is not spent for any particular item,
32 the total amount, the remainder of that amount will come back to payoff of
33 the bonds, reducing your annual assessment. Thank you.

1 Paul McCarthy Melinda.

2 Melinda Thompson Once comment. I believe that there have been a lot of comments of a
3 negative basis that may have value. And I believe that we will look them
4 over and listen to them. Just because we voted this bond in, that's our
5 wish list. That doesn't mean we're going to go out and bid it and spend it
6 all just immediately. So please give us a chance to consider what you've
7 said and see what happens. And then you can make your own choices
8 whether we listened to you or not. Thank you. [clapping]

9 Paul McCarthy Thank you. I want to thank you for your participation. We really
10 appreciate it, people showing up. We're working very hard as a board to
11 do things right and correct. We have a long way to go. Be patient with us,
12 and we're going to try to do the best for the Viera East community. I need
13 a motion to adjourn.

14 Bill Oakley Bill Oakley. Motion to adjourn.

15 Paul McCarthy Need a second.

16 Jo Walsh Jo Walsh. Second.

17 Paul McCarthy All in favor?

18 Group Aye.

19 Paul McCarthy Motion passes.

20

21

MINUTES OF MEETING
VIERA EAST
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Viera East Community Development District was held on Thursday, February 26, 2020 at 2:00 p.m. at the Faith Lutheran Church in the Multi-Purpose Room, 5550 Faith Drive, Viera, Florida.

Present and constituting a quorum were:

Paul McCarthy	Chairman
David Bedwell	Vice Chairman
William 'Bill' Oakley	Secretary
Jo Walsh	Treasurer
Melinda Thomsen	Assistant Secretary

Also present were:

Jason Showe	District Manager
Tim Melloh	General Manager
Bonnie Mitcheltree	Resident
Peter Carnesale	Resident
Tony Volpe	Resident
Jim McSeveney	Resident
Bill Burgess	Resident
Rick Thomson	Resident

FIRST ORDER OF BUSINESS

Roll Call

Mr. McCarthy called the meeting to order at 2:00 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. McCarthy: Would anyone like to speak?

Bill Burgess, Oakleaf: I have a question for the General Manager. It was three years ago when we put new irrigation heads, the directional type heads around the greens. Correct?

Mr. Melloh: Yes.

Mr. Burgess: To control where the water went or how much water to get a better handle of the watering process. The greens this year have black algae or mold on them. Right? There is very little grass in some areas. Our rainfall since the end of December is down 25%. I know we

had a lot of rain last year, but we haven't had our normal rain amount this year. It's almost two months into the year and shots that hit the green make very deep pitch marks. Shots that come short of the green, from 189 yards out to the 18th hole, the ball hits too short and back up a foot. It just doesn't normally happen. So it seems like it's been very, very wet and I'm sure that probably has something to do with the greens. Again, there are very deep ball marks. I went to another golf course and I don't see anything like that. None of them have been overseeded. They all have Bermuda and I don't see ball marks like that. Anything short of the green tends to bounce forward onto the green. So I just looking for an explanation.

Mr. Melloh: The big explanation is the weather. You go from cold weather to really hot weather to cold weather again, so the grass just doesn't know what to do. It burns up all of these carbohydrates. The directional heads that you were talking about, none of those hit the greens. They all hit the slopes. So it wouldn't be from that. Yes, we never had this before but then again we haven't had weather where it's cold and then very hot. The agronomists were always saying, especially Tom Trammel our consultant, about the triangle of high heat, high humidity, and moisture. That's just a recipe for the greens to suffer. He's coming next week, and we are going to see if there's anything out of the ordinary happening there, but it's common this time of year. For example, the back of the number 18 green, where you see mold on the back of the green, is that caused by everybody walking on and off that green? They walk right through that area, so the greens get thin, which opens up the soil. Then when you get high humidity, you still have to water the greens so that's where the moisture comes from and you get heat. We had days where it was 85 to 87 degrees for five or six days in a row. So that's what Scott and I talked about.

Mr. Burgess: At other places that I played, I haven't seen this, and they are going through the same rain, heat and hot and cold. We had issues last year with the greens. It happened two years in a row that the greens in the winter haven't been very good.

Mr. Melloh: Okay.

Mr. McCarthy: Thank you for your comments.

Mr. Melloh: Bill, as I said, we have a consultant for a reason. He has worked at Doral and various other high-end golf courses. He will give us some input. I asked him to include that in his report, but again, we don't have the funds. That would be the first thing you would think about. Scott does a great job with the pre-emergent fungicide programs.

Mr. Burgess: I can see that you don't have fungus. That's pretty clear. It just looks like you over watered. I didn't realize the heads didn't water the green.

Mr. Melloh: Those heads don't water the green. Most of the greens have a four head system. Scott is an advocate of deep watering which means you water infrequently, but when you do water you water heavy. You are not watering every single night and he doesn't water every single night, but I will ask him about that. Of course, as far as the soft and deeper ball marks, we just need to time the greens to loosen them up. So they may be a little softer than normal.

Mr. Burgess: It has been like that all winter. Have you ever thought of bringing the USGA program to Viera East?

Mr. McCarthy: We have to interrupt you. Your three minutes are up.

Mr. Burgess: I'll come back next month.

Mr. McCarthy: Okay, but I would encourage you to set up a meeting with the General Manager and you can spend hours with him talking. Tony, correct me if I'm wrong but I heard that you spoke to the General Manager at length about different things. I think Jim has also. That is a good idea, so you have his undivided attention. You can spend an hour-and-a-half to two hours with him as his job is to answer questions. So thank you. Does anyone else have any public comments? Please come up and identify yourself and subdivision.

Rick Thomson, Brightwood: We've looked at this before, but I would like to discuss cart repairs. They are getting extensive because we can't get anywhere on the carts. We are being charged \$60 to \$75 one way to get the carts serviced and repaired. Could we reconsider having somebody come in either every other week or set up some type of mobile shop in the parking lot to help with that?

Mr. Melloh: I think we addressed that in the past. I was approached by Golf Carts Unlimited. It sounds like a great idea, but we are a government agency and are talking about liability. If we do it for them, we have to do it for the Boy Scouts, Cub Scouts, Girl Scouts and everybody else.

Mr. Thomson: It's a service.

Mr. Melloh: Normally I get that. Jason can probably speak more to it.

Mr. Showe: It's a commercial entity and if you open it up as a government public entity, we would have to provide those same opportunities to anyone else.

Mr. Thomson: Choice number two is to use 150 square feet. I know that we are tight on space in the cart barn, but I think we could make some money if we hired a mechanic from The Villages to set up a small space in the cart barn to service the carts. That would be a way for residents to maybe make some money. It's a nice deal.

Mr. Melloh: I would have to look into that. We are under a warranty for our fleet with E-Z-GO for the first two-and-a-half years, but we can look into it and see if that's worth it. We have 180 private golf carts. It may be something worth looking into. I guess they would have to go onto our payroll, and we would end up having to charge the people and make it a revenue stream. That might be something we can look into. I will just have to talk with some of the people to find out if there's a need. I hate to hire somebody to work on one golf cart every 10 days.

Mr. Thomson: Watching that truck go in and out for \$60 and \$75 one way is frustrating.

Mr. Melloh: I know. I have a golf cart myself and I have been down that road, so I know what you are talking about.

Mr. Thomson: It gets more complicated because of the new overpass and the ramps, because you ride a cart over it.

Mr. Showe: That's three minutes. Tim, think about it and maybe you and I can talk once you have some ideas. We will see if there are opportunities there.

Mr. Melloh: Yes.

Mr. Showe: It is challenging because we are a governmental entity and not a private golf course. I think if it was a private golf course, you would be in a different situation.

Mr. McCarthy: Thank you for your comments. Jason will look into it in conjunction with Tim and we will see what we can do. Is there anyone else? I think Jim was next.

Jim McSeveney, Herons Landing: Yes. I've spoken about this before. I know what Tim's thoughts are. I'm talking about safety as it pertains to the bulkheads that aren't repaired. We put those little blue stickers on there every three feet, but blue does not indicate danger. The fundamental part of danger is a red sign that says, "No Step." It does not protect the customers from going on there and getting hurt. If you were to go out there and had a damaged piece of sidewalk that you don't want people to drive over, you should barricade it off so they couldn't go around it. You are making the same precautions for something that could cost a lot of money if somebody falls in there. If they sue you, whether they win or lose, the perception is it looks like

you don't care about the safety of the customers. It needs to be barricaded off where they can't get in there, because you are not going to fix it and don't want to go through a lawsuit. I don't want to see you go through a lawsuit. Even if you win, the perception is not going to be different. I'm asking you again, to do something more than just those signs. If you really care about safety and your customers, barricade it off. Do it before something happens. Those are my comments.

Mr. McCarthy: Thank you for your comments. Anyone else? Please identify yourself and your subdivision.

Tony Volpe, IRCC: I just wanted to say that mold is very hard to control. That's a very challenging issue and I can understand your frustration. We talked about in the past about revenue and expenses. At the last meeting you talked about the trees and replanting those that were removed. We think that's a grandiose idea for goodwill; however, I don't know the detail, but I just want to remind you that there's a revenue cost associated with that, so you have to consider the operational costs if you plant a tree. Regarding the revenue, Bill had some excellent ideas. Rather than replant a tree, do a brick with someone's name on it or something like that. There would be a cost for the brick to cover operational expenses. So my suggestion is that you think about when you offer those type of things and, foremost, have revenue gain. I want to commend Bill again. You talk about revenue and having the ability to charge non-CDD residents for the dog park. We can't let non-residents use what you are responsible for paying for without a cost for their use, if they don't pay the tax. So I think that's important and I commend Bill for thinking about the revenue. I think that's very important. Regarding what this gentleman talked about earlier about golf carts, at IRCC we have someone come in, a designated contractor per month, to maintain the carts of personal ownership. If it needs to be repaired, they will bring it back to the shop and drop the cart off at the owner's house. It's a very good situation. As far a revenue gain, it certainly would be goodwill, but revenue could be obtained through it. It's a very good idea. That's it. Thanks for your time.

Mr. McCarthy: Tony, what's the name of the company that you use?

Mr. Volpe: Unlimited.

Mr. McCarthy: Thank you. Is anyone else interested in speaking? Hearing none, the public comment section is closed.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the January 8,
2020 and January 22, 2020 Meetings**

On MOTION by Mr. Oakley seconded by Ms. Walsh with all in favor the minutes of the January 8, 2020 and January 22, 2020 meetings were approved as presented.

FOURTH ORDER OF BUSINESS

**Consideration of First Amendment to
Employment Agreement**

Mr. Showe: The Board entered into an agreement with Tim Melloh in 2015. There was some discussion and we had a recommendation to look at the possible removal of the non-compete clause. Currently, his contract has a non-competition clause, where under any circumstance, if he were to leave, he wouldn't be able to work for any other golf course for a year in the State of Florida. Because he's been here for five years, along with some other considerations that the Board might have, we drafted this amendment that would simply remove that portion of the contract. It's important to note that the contract still has all of the non-disclosure clauses, so he wouldn't be able to share all of the trade secrets here. He wouldn't be able to solicit our clients. He wouldn't be able to solicit the employees here. So all of those still stay in place. It's simply the non-competition clause. It's really up to the Board. You can make changes, but that's the way we drafted the amendment as it stands now.

Mr. McCarthy: Do any Board Members have questions regarding that?

Ms. Thomsen: Would the employees, if they had a high degree of loyalty to Tim, if Tim were to leave, would they already be aware that they could not follow him?

Mr. Bedwell: They could follow him. He just can't recruit. On their own, they can go with him. We can't stop them.

Mr. Showe: It essentially tells Tim as the employee, not solicit those employees from the District.

Ms. Thomsen: It's our place not to solicit.

Mr. Showe: Correct.

Ms. Thomsen: But they can go with him.

Mr. Showe: Sure.

Mr. McCarthy: Are there any other questions? If not, we need a motion to approve the amendment.

On MOTION by Mr. Oakley seconded by Ms. Walsh with all in favor the First Amendment to Employment Agreement with Tim Melloh, was approved.

FIFTH ORDER OF BUSINESS

Staff Reports

A. General Manager's Report

Mr. Melloh: Normal day-to-day operations are proceeding as planned. We had to replace three basin drainage grates, which are the heavy-duty metal that goes over the drainage basins in certain areas. There are a lot of them in various subdivisions. We have a tremendous amount of those. However, in 25 or 26 years, they rust out and become very dangerous, so we had to replace three of those. Ed and his crew, from time-to-time, inspects all of them to make sure that they are safe. When they are not safe, we replace them. We have a budget for that under "Basic Repair." Our fire line maintenance starts in March through Auburn Lakes. Just to remind everybody, we are on a three-year cycle with that. We have about 1,400 homes on the preserve. We cut a 35-foot-wide fire line. We need debris in place to break it down, per the St. Johns Water Management District (SJWMD). Where this comes from, is our ecologist produces a map and a plan every three years. So if anybody is ever asking you those questions, you can simply tell them that we cut the fire line behind their houses every three years. Where we can't cut a fire line is when somebody's house is on a wetland. We can't go in there. We had that issue recently and I had to contact somebody at SJWMD. The bottom line is we can't cut a fire line in a wetland. Some people live on wetlands instead of preserves. The fire line in Auburn Lakes is going to start in March. We mail out notices to people that we identified that live on the preserve to let them know what we are doing and the process. We ordered three pallets of playground mulch for the kiddie playground in Woodside Park. It's a special mulch. It's milled differently so it doesn't have any sharp edges. It should be here any day now.

Mr. Oakley: What was the cost? I know that I gave you a bid.

Mr. Melloh: It was \$600; \$200 per pallet.

Mr. Showe: That's a good price.

Mr. Melloh: We are going to use our labor to install it.

Mr. Oakley: That's good.

Ms. Walsh: Is it ADA compliant?

Mr. Melloh: Yes.

Mr. Showe: It's specialized playground mulch. It's not like the same mulch you put in your landscape bed. Like Tim said, it's cut a little differently and designed for playgrounds. Bill pointed out that Herons Landing just put in a brand-new playground and used the same material. It's very nice. Mulch has sharp edges, but the playground mulch is rounded on the edges and smaller. Regarding golf course operations, we are having a good February so far, even though in the next three days the weather is not looking too great. Just to let you know, we had a rate increase this year and our dollar per round of golf in February is \$4.88 greater than it was last February. So we are doing good. If you look at the Rounds and Revenue Report, you can see that we are having some good days. We actually generated \$800 per day, which is unheard of. We've never done before in February. We hope to generate the same for a couple of days in March when the days are longer. We made \$7,000, \$7,000, several \$7,300 to \$7,400 days and are actually averaging our daily rate. Highlighted in green in the right-hand column, under daily rounds and revenue, is the highest for the month. We started out the month by having rain all day, but we are averaging \$6,000 a day, so if you project that through the next four days; Wednesday, Thursday, Friday and Saturday, we are well ahead of our budget. When you factor in today's revenue, we are actually ahead right now of what we did last year. So we are finally having a good month and are hoping the weather holds out for March, so we have an extremely good month, as March is our biggest revenue producing month. Does anyone have any questions?

Mr. McCarthy: Let me just interrupt you for a second. David, help me out. What is \$4.88 times 227 rounds?

Mr. Bedwell: \$1,107.77.

Mr. McCarthy: We talk about raising revenue. If I'm not mistaken, there was a \$1 and \$3 increase through the entire system.

Mr. Melloh: It was more like \$4. It's been several years since we had a rate increase. We are well under what Duran charges and we are pretty up to par with what Baytree charges.

Mr. McCarthy: Have you heard any complaints or has Lane received any?

Mr. Melloh: We've had absolutely no complaints at all.

Mr. McCarthy: We had a situation where we raised the prices by \$4 during the winter months and haven't had any complaints. That is the best way to generate revenue in my opinion.

Mr. Melloh: Yes. We are looking good that way. Again, in spite of the problems we are having on the greens, are rounds of golf are up. So we are doing pretty well.

Mr. McCarthy: That's good. Alright. Go ahead.

Mr. Melloh: Bill and I talked further about the court repair and he had some questions. We have one more question to ask Paradise Ford, but Ed has not heard back from them. By the way, Bill agreed to just go ahead and repair the truck, so we have a good trade-in value.

Mr. Oakley: We found out that it was a diesel truck.

Mr. Melloh: It is a diesel truck.

Ms. Walsh: It's strange that the vin would show it as gas, unless something got changed out at some point, indicating that indicates it was a gas truck.

Mr. Melloh: I don't know. Bill had some questions about some parts of the repair. If you have a gas machine, you don't need e-cooler, whatever that is. So we did verify it as a diesel, and we are all looking good. Bill, myself and Ed have been working diligently on making sure that the District is right. I also found out, through one of Bill's contacts, that the price is actually very reasonable for the type of work we needed.

Mr. Oakley: It's within the scope of reality.

Mr. Melloh: I also wanted to mention that we have a lot of HOAs in the District and I always make myself available to talk about District business. As an example, when we had a hurricane come through, Grand Isle was flooded. I met with the District Engineer on that with Grand Isle residents and it was a great meeting. I would like to be able to do that more with HOAs, but we can't find information on who their Presidents are, who their contacts are and what have you. We've been trying for several years to find out and it's difficult. So if anybody knows someone at the HOA let us know. Earlier than that, we met with Mike at Heron's Landing. I've been here five years now and I think it was probably the first year I was here that we did that. We want to always make ourselves available to talk to the HOA and address the questions that they have.

Mr. Oakley: I've tried to address two or three of them. If you give the information to Eric, he will pass it on to the HOA and if they want to talk, they will contact you.

Mr. Melloh: I've done that once or twice if I recall, and they are not that willing to help us.

Mr. McCarthy: Basically what's happening is the Board is encouraging the General Manager to talk to the residents of the CDD. He's made every effort to try to do it and I can verify that. I ran for office six years ago in anticipation of someone running against me and I have great difficulty finding out who the President of the HOA is. So we are trying to get the word out that we are available to speak to them at a meeting and see what they have to say.

Mr. Showe: I will extend the offer too, if it's something that is CDD related. We have a CDD 101 presentation of just general CDD information and can make that available to the Board. If I'm available, I would be happy to do that.

Mr. Burgess: Every year, they have to tell you who the Presidents, Secretaries and Treasurers are. This is government and the HOA has to put it on a website, so people can see who the Presidents, Treasurer and the Board Members are for the HOA. I don't know how many subdivisions are in the CDD.

Mr. Melloh: We have 26 subdivisions.

Mr. Bedwell: Viera East and Grand Isles are the only two subdivisions that have Clubhouses. If they don't have a Clubhouse, you can do it through their website. I don't know how many have a website. We can send an email from the Property Manager.

Ms. Thomsen: I'm a proponent of just getting emails so you can start a dialogue with these people, whoever they are and where they are. Then we can allow them to contact us when they have a question. That's the first and easiest way to start the ball rolling with communication.

Mr. Melloh: Jason pointed something out to me earlier when we were talking about this very issue. We have to make the people aware, when we ask them for their email address, that this is public record, in case someone requested all of these emails.

Mr. Showe: Anyone can ask for that. That's the challenge. Most CDDs don't collect email addresses from residents for that very reason.

Mr. Melloh: We should put a disclaimer on the website, which would probably make it less likely that they would even give us their email address. So we just keep coming up with these problems and trying to communicate with the residents of 4,300 homes.

Ms. Walsh: My experience is that it already is on the website. At one point, there was contention between the CDD and the HOA. I believe it was 12 years ago. There were people that had misconceptions, so they got angry and things happen. We tried this before through Fairway Management. The only other option is to leave something at the pool. If you don't have a

Clubhouse, but have a pool, that's a place for information. We have done different things over the years, like put tags on doors to get people to participate. Hopefully, we can make another effort and we will get a better result, but this has been ongoing since 2002. We would try to get a survey. We might get 10%, 15% or 20% responses back. That's 15% more people that are here hearing what we have to say, hear our story and what we are trying to do, which is better than 0%. We don't have to look at this as 100% in order to make it successful. We just need to try to reach as many people as we can. If we are stuck with this whole disclaimer thing, we will have to back off, but if there is a way to do it, if there is a way to reach out to more people, we need to do that.

Mr. Melloh: The only true way to reach everybody is through a mailing. A mailing can run \$4,000 to \$5,000, depending on what you are printing. We did that last year when we created the booklet. So there's a way to get to all of them. It's just that we have to budget for that or at least appropriate the funds.

Ms. Thomsen: That's why emails would be so much better because there's no high dollar amount except for the effort to build that list and pay somebody to install it.

Mr. Melloh: However, some people just don't like giving out their email address. Right now, we have 1,500 CDD residents in our system for the golf course.

Ms. Thomsen: Right.

Mr. Melloh: Not every account has an email associated with it, but a large majority does. So if we said that we wanted to have a sale in the pro shop, we can send an e-blast out to the people that we know are golfers that live in the CDD. The same thing with the Associate Members. We have their email addresses, but you would be surprised how many people fill out the form and don't provide their email address. So it's difficult. Like you said, you are not going to get 100%, but if we can get a large majority, we're good. I just wanted to point that out because everyone has different skill sets and a different circle of influence. If you want to find some HOA people, they may not have any issue. As David pointed out, not everyone has a Clubhouse, but they have an annual meeting and maybe we get on their agenda and ask if they know what the CDD is and whether they are in a CDD.

Mr. Showe: We have a presentation that we gave HOAs or other resident groups that is 15 to 20 minutes about what a CDD is. If that request ever comes up, we can provide that to you.

Mr. Bedwell: I went on the CDD website and could not find Tim's name and phone number. A lot of these sites have contact information, in case someone from the CDD wants to email you something.

Mr. Melloh: I think it's on there somewhere. It's not under the Supervisor information.

Mr. Bedwell: I was going to give it to Wes Schroeder. I looked for the phone number and remembered I had your card. I didn't want to give him your cell phone number.

Mr. Melloh: I've seen that number before. It's not under where you guys are listed.

Mr. Bedwell: I was thinking if there was a way for them to submit a question to you easily, maybe over time it might spread. Do you know what I'm saying?

Ms. Walsh: Right.

Mr. Oakley: I suggest that you put your contact information where the Supervisors have theirs, as a General Manager for the CDD. If it's in two or three places, maybe it's going to make it easier to find it.

Mr. Showe: We can add it.

Mr. Bedwell: This would be for people that have comments or questions.

Mr. Showe: We typically provide our address and phone number and when we get calls, if it needs to go to Tim, I will reroute it.

Mr. Bedwell: A lot of people in my community didn't even know where his office was.

Mr. Showe: Okay. I will review it and follow up.

Mr. Bedwell: Anyway, it's just a suggestion. I know it's going to take up your time when people send you an email.

Mr. Melloh: That's what I'm here for. I get a lot of emails and things like that, but mostly when somebody has an issue in the CDD, they send it to Jason and then Jason or staff will end up forwarding it to me, such as if someone has an issue about the preserve or the lake behind their house.

Mr. Bedwell: It might be good enough to have Jason on there.

Mr. Showe: I try to field calls and emails. For the most part, I don't need to give it to Tim. Sometimes there's a simple answer and sometimes there's not. So I try not to bother Tim with things that aren't CDD related. We can do that.

Mr. Melloh: By the way, is there a way for you to find out how many hits we actually get on that website?

Mr. Showe: I can look.

Mr. Melloh: There used to be a way to do that. I'm just wondering how many people visit our CDD website.

Mr. Showe: It's probably 50%.

Mr. McSeveney: Could I add something? Maybe you should go out to the HOAs and tell them you want to come to their meeting and let them turn it down instead of you looking for them and asking them.

Ms. Walsh: We don't know who to go to.

Mr. McSeveney: You can find that out.

Mr. Oakley: I have an idea. Jim, you have a homework assignment.

Mr. McSeveney: If you call Fairway Management, they can give you a list.

Mr. McCarthy: Are you all set, Tim?

Mr. Melloh: No. I have one more item. We received an email this past week from Bob Urban who is one of our members from 4587 Brantford Court. This is a perfect example of what we just talked about, because the email originally went to Jason and he re-routed it to me.

Mr. Oakley: All Board Members received a copy of that email.

Mr. Melloh: Yes. There were some items that he requested we bring up at the meeting, which we are. There are some questions I can answer. First of all, he currently pays \$5,243, but just for your information, he is a family member and that is not the single rate.

Mr. Bedwell: Does he have a wife who plays golf?

Mr. Melloh: Yes. She doesn't have the same last name, but she plays. I played with her in the ABCD Scramble.

Mr. Bedwell: I thought the \$5,243 was wrong.

Mr. Melloh: That's why I wanted to point that out, because I figured as you guys might be bewildered as to why it was associated with one guy. He comments about the taxes and said that everything should be funded by golf operations. He also commented that the residents have a better way of spending their income than to have deficit financing in the operation of a public golf course that they do not use, but as we said before, the Viera East golf course exists for home values and quality of life. If you don't use it, then you still have to pay for it. The same thing with the dog park. If you don't have a dog, you won't be using the dog park, but it's there and it will add to your home's value. Later on in the email, he talks about Viera East charging \$47 and

I provided you with our rate sheet. He picked up the CDD resident rate, but like on the weekends, our posted public fee is \$63.50, because we increased our rates. So that \$47 is reflective of the CDD rate, not the public rate. Associate members get a 20% discount off of that rate and CDD residents get a 25% discount, which is reflected in his email. The associate members have their own rate; for example, when the rate is \$63.50 for the general public, associate members pay \$50.80 and CDD residents pay \$47.63. However, through GolfNow and EZLinks we do dynamic pricing. So there are times when we will lower the rate when we have a soft area. That works extremely well. Open spaces reduce the rate slightly and then go back up. So I don't know if Mr. Urban was looking at those rates or at our rate sheet. I was just pointing that out. He was also talking about the associate member program and the \$79. He then later on talks about the loyalty program and discounts that other golf courses have. We offer an associate membership for \$79 rate, where they get a 20% discount. Duran offers a crown membership for \$69, where they receive a 20% discount. Baytree has an Insider Plus Players Card for \$54.99, which provides a 15 to 25% discount. Savannahs has the Savannahs Player Card for \$59, but they just give discounts on greens fees. Then you have The Majors Loyalty Club, which is \$44.99 for a 15 to 25% discount. Most golf courses have some kind of players card for people who don't want the full blown membership, but want to make sure that they feel as though they can get some sort of discount. That's why I suggested to the Board, several years ago, an associate membership because that shows they are a member of the club. As an associate, they will have rights as a full-blown platinum or gold member, but it makes them feel better than saying, "*Oh, this is a Players Card.*" Mr. Urban mentions in his last paragraph, that we have 8,000 comp rounds and provided a list of the previous 12 months, showing that not only we 5,500 comp rounds, but it also breaks it down to the different areas. More than half of those comp rounds are from EZLinks and GolfNow trade times. That's because we trade those times out for internet presence, internet marketing and POS software. We have staff comps on there, and we also have guests of staff. Even with the comps we still collected \$4,500 worth of revenue because some of these people will comp the greens fees, but will pay a cart fee like a PGA professional from a different state. We will give them comp greens fees, but charge a cart fee. For the local PGA pros, we comp them fully as a professional courtesy. Anyway, there is the breakdown. Of course we have several charity comps, such as someone from a loan association, Cancer Society, churches, silent auctions, fundraisers, etc. We want to participate as part of the

goodwill that we do for the community. Our associate membership comes with a free round of golf. That's listed on there as well as part of the comp membership. That's how it breaks down for you. Since the Board received Mr. Urban's email, are there any questions or concerns?

Mr. Bedwell: No. I just think it's very difficult. Maybe you need to write him a letter. Other golf courses are doing the same thing Lane is. They will be dropping their rates tonight for the weather tomorrow. So comparing public rates, doesn't mean a lot.

Mr. Melloh: You start off that way. Remember, people have seven days to book a tee time, so we always go in there, maybe the day before or a day-and-a-half before and adjust the rates slightly. Sometimes all you have to do is knock \$10 off of the rate and people will snatch them right up.

Mr. Bedwell: It's an art, not a science. Based on past history, Lane is following his gut feeling. He is not doing it against competition. He is saying, "What do I need to do tomorrow to get people to come out," and not, "Oh, I'll see what Duran is going to do."

Mr. Melloh: It is called dynamic pricing and it's what hotels do. We have all seen the commercials for Trivago. Trivago takes all offers from Expedia and shows that to you. It shows you that all of these hotels are bumping their rates down. By law, a hotel has to post their highest rate on the back of their door; their rack rate if you will. Some of these hotels are \$200 per night and I got it for \$89, because I booked the day before and they had some shotguns. Now if you are booking it two weeks in advance, maybe you are charged \$200. Cruise ships do the same thing, but airlines don't.

Mr. Oakley: I have a couple of comments on Mr. Urban's email on something that you pointed out regarding Duran, which I brought up with the Board before. You have to remember Duran is charging \$69 for its membership when ours is \$79, but at Duran you still have to pay for the cart. That's a big discrepancy. I brought up a couple of suggestions with the associate member, which I will bring up again. Hopefully the Board will look more favorably on it. Regarding the comp rounds, just to let Mr. Urban know, I asked every single year as a Board Member for a full listing of what those comp rounds were for one month. I would like to thank Tim and Lane for giving me a full detailed report of the comp rounds. I can tell you the person's name and what time they went out. Tim keeps very good track of that. There were a few adjustments, which we are working on and hopefully will continue to work on, and before long, it will be pretty good. Thank you for that, Tim. Hopefully, we will respond to Mr. Urban. I wish

some of his facts were straighter as far as the prices. There is a lot of misinformation going around. Trying to correct it, makes things difficult, but thank you.

Mr. Melloh: That's the end of my report.

Ms. Thomsen: Sylvia sent him a letter detailing the arguments we just discussed.

Mr. Melloh: Mr. Urban is sometimes a little difficult to communicate with so I thought by bringing it up at the meeting like you requested, maybe he will read that in the minutes. We can craft a response to all of this, but I don't want to do it in an adversarial type of manner. Hopefully, he wouldn't pick it up that way. We just want to respond.

Mr. Bedwell: I think you just need to tell him that it's hard to compare published rates, because any golf course doesn't use published rates.

Mr. Showe: I think you can also invite him into your office and have the same conversation with him that you just had with the Board.

Mr. Melloh: Yes. If he would've come into my office and discussed it, we could have a really nice conversation about those things.

Mr. Bedwell: It's hard to compare rates.

Mr. Showe: I think it's also important to let him know that the Board goes through a rate process every single year and as the Board indicated, it is not a science, it's an art. You kind of have to read the tea leaves and say, "I think we are here."

Ms. Thomsen: We are not going down. This year was a perfect example.

Mr. Melloh: Exactly. Again, like Jason said, as an example, when we start crafting our budget each year, we are crafting it four months before the current year ends. Do you know what I mean? Jason and his staff do a great job of projecting the last four months and trying to come up with a figure, but it's just one of those things where you do the best you can to come up with a solution to the problem, but sometimes you just don't have all of the information you need. Depending on weather factors and certain things, you either exceed your budget, hit your budget or slightly under the budget. When you are talking about golf course maintenance, it's a science. You are subject to weather conditions and certain things. As a perfect example, Scott had to put down an insecticide yesterday because mole crickets were rearing their ugly head early. Of course they got into the greens and then birds dig them up and they put a few blemishes on the greens. The thing with mole crickets is you don't even know you have them until they start causing damage, because burrow under the ground and eat the grass from the roots up. So it's not

like you can walk up there and see them. Same thing with worms and other pests, but if you catch them early, you have to use more chemicals to treat them. Mole crickets are the biggest pests that we have in the State of Florida, so we have to spend thousands of dollars like every other golf course to treat them, or else your fairways and greens turn to powder. Anyway, that's just an example. The same thing with the rates. You go out there and think about the fair market value, but sometimes you just have to lower the rate. That's what great about dynamic pricing and what's great about having EZLinks and GolfNow websites, because they market us. Because they have so many people that look at that, whenever we lower the price by \$10, there are people there to snatch them up. Anyway, that's just a little editorial. That's it.

Mr. McCarthy: I like what Jason said in terms of Mr. Urban. Give him an opportunity to come into your office and if he wants to talk to you, great. If not, that's okay. Send him a letter. It's your decision. Do what you want to do, but I think it would be a good idea to try to talk to him to see what he says.

Mr. Melloh: Absolutely.

Mr. McCarthy: Thank you.

B. Attorney

There being none, the next item followed.

SIXTH ORDER OF BUSINESS

Treasurer's Report – Consideration of Financial Statements

A. Approval of Check Register

On MOTION by Ms. Walsh seconded by Mr. Oakley with all in favor Checks #3817 through #3844 from the General Fund in the amount of \$1,261,885.94 were approved.

Ms. Walsh: Nothing was written out of the Capital Reserve Fund.

On MOTION by Ms. Walsh seconded by Ms. Thomsen with all in favor Checks #27428 through #27519 from the Golf Course Fund in the amount of \$82,309.74 were approved.

Mr. Melloh: I would like an explanation for the \$1,261,885.94 under the General Fund.

Mr. Showe: Ninety percent of that is for the tax receipts we get from the Tax Collector. We receive one check, which goes into the General Fund and then the General Fund must write a check from the Debt Service Fund. So of that \$1,261,885.94, \$960,000 was strictly the debt service payment being transferred into your bank account.

Ms. Thomsen: To the one bond fund?

Mr. Showe: Both.

Mr. McCarthy: Thank you, Jason.

B. Balance Sheet and Income Statement

No action was required by the Board.

SEVENTH ORDER OF BUSINESS

Supervisor's Requests

Mr. McCarthy: David?

Mr. Bedwell: I don't want to create any more work, but I'm used to creating a best estimate for the year. I would like to figure out a simpler way. Maybe it's just what we have year-to-date and what we did every month after that last year, because it's just a guess, but I would like to know where we end up. Right now, I'm trying to see if we are going to have a chance to break even this year, since we are behind by \$27,000. So if we just bid the same amount for the rest of the year, each month, like we did last year because we don't know what the weather is going to be, what would the profit be, so we can see if the bonds break even?

Mr. Melloh: Let's talk about it in my office.

Mr. Bedwell: Okay. All we can do is to take what we did last year. Otherwise, it's just a guess.

Mr. Melloh: Again, we don't know. I don't know what the weather is going to be like.

Mr. Bedwell: Are we going to lose money or break even, if the rest of this year is like last year?

Mr. Melloh: That's where it becomes very difficult. Remember, the only reason why we are a little behind is because in December, it rained almost every day. So we made \$40,000 less revenue than the prior year, because of the weather. Not because the golf course is in terrible shape. Not because it's mismanaged. It's because it rained every single day and we had 11 days

where we were closed or partially closed, which is unprecedented. In my 40 years in the golf industry, have I ever seen weather affect revenue as we did this past December. That was ridiculous.

Mr. Bedwell: We were \$58,756 less than last year. Expenses were \$31,000, but it didn't make up the \$58,756.

Mr. Melloh: It's hard to make it up with expenses because so many of our expenses are fixed. I can't go to Toro and say that we are not going to make a lease payment or go to E-Z-GO and say that we are not going to make a lease payment. So many expenses are fixed expenses so it's hard to cut too much. You can save a little bit, don't get me wrong, and I'm going to talk to Lane about that. I said, "Are we really going to be able to pick up some steam in the summer months when the revenue projections are lower?" We are just going to have to be more creative with some of the specials we put out there. Hopefully we can come up with some ideas to create more revenue that way.

Mr. Bedwell: Why don't we do what I'm talking about where we see a goal every month from here on out, the same as we did last year? We are going to lose \$30,000, so what can we do? I would just like to get a feel of where we are at.

Mr. Showe: It's also important to point out, as with Tim, that what we discussed at the workshop is the restaurant lease changing at this point, so we should start recognizing some additional revenues that weren't previously there as well.

Mr. Bedwell: Okay. That's all I had.

Mr. McCarthy: If you go from January to January of last year, we had 96 inches of rain in Viera East and the norm is 54 inches. So we had almost doubled the amount of rain, which caused the golf course to be closed. That's a big part of the revenue loss that we are talking about.

Mr. McCarthy: Melinda?

Ms. Thomsen: Nothing. Thank you.

Mr. McCarthy: Bill?

Mr. Oakley: I have a couple of questions. Is the company completing the Engineering Report on the bulkheads, going to include the recommendations from St. Johns?

Mr. Showe: They met with Tim and Scott and the plans were drawn up and they are getting with SJWMD to determine what if any type of permit is required. So they are sending

them the plans. Once we get that answer from SJWMD, we should have most of the documents prepared for the Board's review and approval.

Mr. Melloh: I have a special footnote to that. It could take up to 30 days for them to respond to us. It's not like we are going to have it for the next workshop. Hopefully we will, but we are working diligently on trying to get a cost and design for those bulkheads so we can jump on that as the first project we do once we get the bond situation settled.

Mr. Oakley: My opinion is even if we don't get the bond, we have to take care of it.

Mr. Showe: Unfortunately they have to determine what SJWMD is going to require because that may need to go into the documents in terms of the type of contractor and the certifications those contractors will need to bid it. They are following through the process.

Mr. Oakley: The next item is for the Board to consider allowing public comment at the workshop meetings, like this meeting. The reason I'm thinking of that is if somebody wants to come up with a problem to address with the Board next week, I have to wait a month before I can bring it up. When I attended several Board Meetings, the Chairman allowed me, quite often to address the Board at a workshop. Of course I was the only one here. I thought about this, ran it by Jason and spoke to Tim about it and it's something that the Board might want to consider. We could transcribe that information and include it in the following month's Board Meeting minutes, so you didn't have to go through an entire section of minutes. I would like for the Board to at least consider and put it on next month's agenda to vote on, if everyone is amenable to that. If they are not, then we will carry on like we are. That's one item. The next that I would like to address is I received, and I believe all Board Members received an email about our expenditures for the holiday Christmas party. I thought about that and said, "We have 7,600 voters in this District, some employees that in some cases are earning a little more than minimum wage that work hard for us." So I worked out a cost analysis. It would cost each voter 27 cents to recognize our staff and maintenance staff that takes care of all of our nature trails and blows the sidewalks.

Mr. Showe: I wasn't going to interrupt you, but it is important to note that is not just golf course staff. It is for the staff that takes care of all the conservation areas, all waterways and all of the things that benefit all residents in the community.

Mr. Oakley: You complain about the water behind your house and our maintenance crew is out there taking care of it, but you don't want to give them a 27 cent Christmas party. I'm

sorry. I have a real problem with that. I fully support the Christmas party. I know it's been in existence before Tim came.

Ms. Walsh: It was before my time. It's been a practice.

Mr. Oakley: Anyway, I just thought more or less, it was an inappropriate email to say that our employees were not deserving of a reward for a job well done. I'm not going to say any more on that. One other item. There's been so much ill will, miscommunication, people annoyed with the Board, people annoyed in general and people finding fault with everything. Even if it's good, they find fault with it. I decided to construct a website which encompasses all of Viera East from I-95 to US 1 from Wickham Road north. The website is called, "Our Viera East." It presents a positive influence of things that are actually happening in our community. Things that we can be excited about. I get tired of listening to the naysayers all the time. If you are negative all the time, all you are going to have are negative thoughts. If you are positive all the time, all you are going to have are positive thoughts. I would much rather be positive, try to work out problems and solutions. Enough said. We are on VieraEast.com. It's not complete yet, but it's out there. You are more than welcome to look at it.

Mr. McCarthy: Thank you for your comments, Bill. Jo?

Ms. Walsh: I contacted Florida Fish & Wildlife (FWC) and received the coordinates of the new nest, some information and some pictures. They were very excited. The response time of getting back to me was less than 15 minutes. That nest will now we registered, and they are passing it on to another Bald Eagle group as well. So that will be listed in a couple of places. To piggyback on the holiday party, because we are a government, there are certain things that we are not allowed to do. We cannot give bonuses to anybody for performance, unless we have a system to do it and it's very complicated. So to host a party to appreciate our employees for what they do, other than to issue a paycheck, I can't see not having one. It was kind of sad to read that. I don't think honoring our employees once a year has a lot of merit. That's it for me. Thank you.

Mr. McCarthy: Jim brought something up and I have a question for Jason regarding that. If we were to decide to do something with the bulkheads and the injunction is still in effect, would we have to issue a special assessment?

Mr. Showe: The only process you could do is issue a special assessment, but by the time you get it and actually collect the money, you are going to be into the next year anyway. What you have to do is to break that project into pieces and say, "This one is the worst, we are going to

do this one first. This one is the next, so we will do this one next.” What you incur in that case is mobilization multiple times, so it’s not really an inefficient use of the money. For now, I will discuss with Tim what might be a good suggestion for now in terms of the situation. The Board would just have to make some determinations using the revenues you have now.

Mr. McCarthy: Okay.

Mr. Oakley: Jason, if you break it up into this one, this one and this one, you are going to incur at least a 25% increase.

Mr. McCarthy: It has to be done all at once.

Mr. Showe: It’s mobilization. A lot of the cost is just them getting the equipment here to do the work.

Ms. Thomsen: We actually found some people to do it, not only the designer, but the actual contractor.

Mr. Showe: We know that there are companies in Florida that can do the work, so we know those exist. Because of the projected price of the improvements, we have to do a formal bid, so until we get that formal bid document together and out on the street, we don’t know who is going to bid on this.

Ms. Thomsen: With SJWMD approval.

Mr. Showe: With their blessing. Yes.

Mr. McCarthy: Tim’s estimate was \$380,000 and you had a company that verbally gave you a commitment of \$320,000. That’s not a hard figure.

Mr. Melloh: That’s kind of like right now where we are. It would be kind of like going to a contractor and saying, “Well, if I build a three bedroom/two bath house, how much is it?” If you don’t have plans, they can’t really give you a good estimate. That’s the benefit to doing it piecemeal.

Mr. McCarthy: I don’t want to do it piecemeal. It can’t be done that way.

Mr. Melloh: Okay, so we don’t need to have that discussion.

Ms. Thomsen: No.

Mr. Melloh: We have to do it all at one time and figure out how to fund it if we don’t have the money, because as Jim pointed out, it’s a bad issue.

Mr. Bedwell: I'm just trying to get my head around how bad these bulkheads are. I hear there is urgency, but if it's that urgent, there could be four people on the green when the green collapses. Why don't we block it off and you can't play those holes? Are you that concerned?

Mr. Melloh: No. It has nothing to do with the greens.

Mr. Bedwell: I don't know why there's an urgency.

Mr. Melloh: The major issue is the top plate.

Mr. Bedwell: Yeah, I know.

Mr. Melloh: It was built in a certain manner where they put great big nails in it, which rusted through. If somebody stands on it, there's a 60% chance that it may collapse on you. That's why to be proactive, we put in the no step signs.

Mr. Bedwell: Can you redo the top plate?

Mr. Melloh: That's the whole problem. No we can't. Those top plates are 2x10. I don't know how many there are. Our crew can't go out there because they have to float a boat, because you couldn't do it from the green side. You would have to be out in the water to do that. There's nothing more to it, but that's where the danger comes in. We are just hoping that the no step signs are effective. We can't go in there and put a fence up this high all the way around the number 14 green and make it a barrier. That's not practical. We would pay dearly for that in revenue, but like Jim points out, we also don't want a lawsuit, so what is the best solution. We are working hard to try to complete this project as rapidly as we can.

Mr. Bedwell: Jason, can we talk to the insurance company? I know anybody can sue, but what's their chance of winning if we have a "Do Not Step" sign and they fall in? They will be going to Morgan & Morgan. What is our chance of winning?

Mr. Showe: It would just have to go through the insurance process. I don't know that we can assess without having an actual lawsuit.

Mr. Bedwell: Whether the sign is this big or this big, when they fall in, they are probably going to call somebody.

Ms. Thomsen: Maybe it should be a different color or larger, so they are more visible.

Mr. Melloh: I don't think you can miss it. I know Jim makes a good point, but again, it's a royal blue color with white lettering that says, "No Step." Your first indication is that you don't want to step there because it doesn't look like it would be sturdy. That's number one. Number two is that we did put the signs out there, so again, I don't know. We are just trying to be

proactive. We are not trying to be negligent in what we are doing, but again, there are practicalities here.

Mr. Bedwell: My point is a bigger sign isn't going to prevent people from falling.

Mr. McSeveney: Basically, I'm just thinking in terms of it being more visible and I think that is what Tim is getting at. The signs are fine. Can the plate across the top be painted in bright red? I would think that would be a lot cheaper to do at least on a temporary basis until you get into the actual repairs. I'm not saying it has to be solid red. Just something to make it more visible.

Mr. McCarthy: Would it adhere to Creosol?

Mr. Melloh: I have no idea.

Mr. McCarthy: Maybe you can look into it. Good point. Thank you.

Mr. Oakley: To address what David had to say, I lived on a canal in Pompano for many years and it's not the top plate that's sealing the top. It's the washout behind it. We have several areas behind the bulkheads that have gone away. It lays there just fine until you step on it and then it comes down. That's the part I am concerned with as much as the bulkheads.

Mr. Melloh: We are trying to identify those.

Mr. Oakley: You guys are doing a great job.

Mr. Melloh: We have a pretty good fix for that, and we have to identify the areas. Ms. Thomsen: Okay, good.

Mr. Melloh: So it's an issue, but we have been talking about this issue for three years. It's been a hard thing to do. How long have we been talking about the bond? Again, you like to get out to the people that oppose the bond to sit there and say, "We are not just picking these projects to do. They just need to be done." Things age after 26 years. The same thing with the irrigation system. It's not a safety concern, but this one happens to be a safety concern and it's the first project you want to complete. If we were to do it the proper way, we want to do it after the season because we are going to have to install a temporary green, like on number 14. You can't have people playing on that green while construction is taking place. A lot of golfers don't like to play on temporary greens. So we would bump the breakdown a little to accommodate that. That's another reason why we want to do it altogether, but still one at a time. You finish up number 14 and then you move to number 9, because we can't tear it all down and then have five temporary greens. We might as well shut the golf course down for the summer.

Ms. Thomsen: One at a time wouldn't be a big deal.

Mr. McCarthy: I have lived here since 2001 and in 2001, people were falling into the ponds. We need a motion to adjourn.

Mr. Showe: Before we adjourn, I just want to give the Board an update. We had a shade session scheduled for today. At this point, based on conversations with the attorney, there was no need to hold it today. They would like a motion to continue those shade sessions to the March 25th Board Meeting, if needed.

On MOTION by Ms. Walsh seconded by Mr. Oakley with all in favor scheduling an Attorney-Client Session on March 25, 2020 at 2:00 p.m. at this location was approved.

EIGHTH ORDER OF BUSINESS

Recess Board of Supervisors Meeting

Attorney-Client Session #1

- A. Roll Call**
- B. Attorney-Client Session**
- C. Adjournment**

Attorney-Client Session #2

- A. Roll Call**
- B. Attorney-Client Session**
- C. Adjournment**

NINTH ORDER OF BUSINESS

Reconvene Board of Supervisors Meeting

Mr. Showe: If any Board Members need updates, you can talk to me or the attorneys will be able to help you let you know where we are at and what the status of everything is.

Mr. McCarthy: If there's nothing further, we need a motion to adjourn.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Walsh seconded by Ms. Thomsen with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2020-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIERA EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Viera East Community Development District ("**District**") prior to June 15, 2020, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("**Fiscal Year 2020/2021**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VIERA EAST COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2020/2021 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 27, 2020

HOUR: 6:00 p.m.

LOCATION: Multi-Purpose Room
Faith Lutheran Church
5550 Faith Drive
Viera, FL 32955

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Brevard County and the City of Rockledge at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget

on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 27th DAY OF MAY, 2020.

ATTEST:

**VIERA EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

Viera East

Community Development District

Proposed Budget

FY 2021



**Viera East
Community Development District**

Table of Contents

	<u>Pages</u>
General Fund	1-2
General Fund Narrative	3-10
Capital Reserve	11
Debt Service	12
Debt Service Fund - Series 2006 Amortization	13
Golf Course	14-17
Golf Course Narrative	18-28
Recreation Fund Debt Service -Series 2012 Amortization	29

**Viera East
Community Development District
General Fund
Proposed Operating Budget
Fiscal Year 2021**

	Actual FY 2019	Adopted Budget FY 2020	Actual Thru 4/30/20	Projected Next 5 Months	Total Projected @ 9/30/20	Proposed Budget FY 2021
<i>Revenues</i>						
Maintenance Assessments	\$808,158	\$808,157	\$769,715	\$24,439	\$794,153	\$808,157
Golf Course Administrative Services	\$56,280	\$56,280	\$32,830	\$23,450	\$56,280	\$56,280
Interest Income	\$10	\$100	\$5	\$0	\$5	\$100
Miscellaneous Income	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$864,447	\$864,536	\$802,549	\$47,889	\$850,438	\$864,536
<i>Administrative Expenditures</i>						
Supervisors Fees	\$32,286	\$30,496	\$12,020	\$15,523	\$27,543	\$30,496
Engineering Fees	\$15,575	\$5,000	\$3,025	\$960	\$3,985	\$5,000
Attorney's Fees	\$8,053	\$5,000	\$2,632	\$1,500	\$4,132	\$5,000
Dissemination	\$1,000	\$1,000	\$583	\$417	\$1,000	\$1,000
Trustee Fees	\$6,134	\$5,600	\$3,267	\$2,333	\$5,600	\$5,600
Annual Audit	\$5,711	\$6,500	\$3,792	\$2,708	\$6,500	\$6,500
Collection Agent	\$2,500	\$2,500	\$1,458	\$1,042	\$2,500	\$2,500
Management Fees	\$100,440	\$100,440	\$58,590	\$41,850	\$100,440	\$100,440
Postage	\$4,901	\$1,500	\$1,820	\$500	\$2,320	\$1,500
Printing & Binding	\$1,339	\$2,500	\$799	\$690	\$1,490	\$2,500
Insurance- Liability	\$6,280	\$7,293	\$3,964	\$2,832	\$6,796	\$7,475
Legal Advertising	\$196	\$2,500	\$0	\$500	\$500	\$1,500
Other Current Charges	\$1,048	\$1,500	\$407	\$318	\$725	\$1,500
Office Supplies	\$281	\$3,000	\$144	\$107	\$251	\$1,500
Dues & Licenses	\$175	\$175	\$102	\$73	\$175	\$175
Information Technology	\$3,400	\$3,400	\$1,983	\$1,417	\$3,400	\$3,400
Total Administrative	\$189,317	\$178,404	\$94,587	\$72,770	\$167,357	\$176,086
<i>Operating Expenditures</i>						
Salaries	\$138,157	\$141,817	\$83,252	\$57,704	\$140,956	\$149,299
Administration Fee	\$1,555	\$1,566	\$943	\$670	\$1,613	\$1,659
FICA Expense	\$10,390	\$10,849	\$5,844	\$4,241	\$10,085	\$11,421
Health Insurance	\$8,135	\$8,551	\$8,361	\$5,500	\$13,861	\$16,914
Workers Compensation	\$4,383	\$2,780	\$2,274	\$1,601	\$3,875	\$2,926
Unemployment	\$954	\$853	\$836	\$300	\$1,136	\$853
Other Contractual	\$7,761	\$7,000	\$4,738	\$2,874	\$7,612	\$7,500
Training	\$0	\$500	\$0	\$250	\$250	\$500
Uniforms	\$0	\$500	\$0	\$250	\$250	\$500
Total Operating	\$171,335	\$174,416	\$106,248	\$73,389	\$179,637	\$191,572
<i>Maintenance Expenditures</i>						
Canal Maintenance	\$12,561	\$14,000	\$0	\$5,000	\$5,000	\$14,000
Lake Bank Restoration	\$0	\$60,000	\$55,950	\$0	\$55,950	\$60,000
Environmental Services	\$28,520	\$20,000	\$3,990	\$2,500	\$6,490	\$20,000
Water Management System	\$96,254	\$99,000	\$58,382	\$39,590	\$97,972	\$99,000
Control Burns	\$0	\$15,000	\$0	\$500	\$500	\$10,000
Contingencies	\$894	\$5,000	\$985	\$500	\$1,485	\$3,000
Fire Line Management	\$1,502	\$5,000	\$975	\$500	\$1,475	\$4,000
Basin Repair	\$5,408	\$4,000	\$1,585	\$500	\$2,085	\$4,000
Total Maintenance	\$145,139	\$222,000	\$121,867	\$49,090	\$170,957	\$214,000

**Viera East
Community Development District
General Fund
Proposed Operating Budget
Fiscal Year 2021**

	Actual FY 2019	Adopted Budget FY 2020	Actual Thru 4/30/20	Projected Next 5 Months	Total Projected @ 9/30/20	Proposed Budget FY 2021
<i>Grounds Maintenance Expenditures</i>						
Salaries	\$131,647	\$154,278	\$80,239	\$55,223	\$135,462	\$145,176
Administrative Fees	\$3,446	\$3,695	\$2,093	\$1,488	\$3,581	\$3,684
FICA	\$9,064	\$11,802	\$5,959	\$3,808	\$9,767	\$11,106
Health Insurance	\$13,116	\$16,867	\$9,172	\$6,267	\$15,439	\$18,858
Workers Compensation	\$3,398	\$3,024	\$2,191	\$1,507	\$3,699	\$2,845
Unemployment	\$1,877	\$2,120	\$1,810	\$220	\$2,030	\$2,120
Telephone	\$5,167	\$5,000	\$3,569	\$2,654	\$6,223	\$6,250
Utilities	\$4,923	\$5,000	\$3,812	\$2,337	\$6,149	\$5,500
Property Appraiser	\$1,986	\$1,990	\$1,988	\$0	\$1,988	\$1,990
Insurance- Property	\$1,618	\$1,395	\$882	\$630	\$1,512	\$1,663
Repairs	\$22,080	\$12,000	\$20,728	\$3,680	\$24,408	\$15,000
Fuel	\$15,564	\$7,500	\$8,061	\$4,651	\$12,712	\$10,000
Park Maintenance	\$2,460	\$3,000	\$505	\$156	\$660	\$2,500
Sidewalk Repair	\$198	\$5,000	\$11,118	\$0	\$11,118	\$5,000
Chemicals	\$1,802	\$5,000	\$2,505	\$1,035	\$3,540	\$4,000
Contingencies	\$5,471	\$5,000	\$735	\$250	\$985	\$4,000
Refuse	\$5,577	\$8,000	\$3,666	\$1,737	\$5,403	\$6,000
Office Supplies	\$919	\$750	\$165	\$38	\$204	\$750
Uniforms	\$2,641	\$3,000	\$1,480	\$1,029	\$2,509	\$3,000
Fire Alarm System	\$3,045	\$4,000	\$1,194	\$853	\$2,046	\$4,000
Rain Bird Pump System	\$28,041	\$27,576	\$16,089	\$11,491	\$27,580	\$27,576
Maintenance Reserve- Transfer Out	\$7,823	\$3,719	\$2,169	\$1,549	\$3,719	\$1,860
Maintenance Reserve- Transfer Out (Excess)	\$189,484	\$0	\$0	\$51,753	\$51,753	\$0
Total Grounds Expenditures	\$461,347	\$289,716	\$180,132	\$152,355	\$332,487	\$282,878
Total Expenses	\$967,138	\$864,536	\$502,835	\$347,604	\$850,438	\$864,536
Excess Revenue/(Expenditures)	(\$102,691)	\$0	\$299,715	(\$299,715)	\$0	\$0

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Net Assessment	\$ 796,203	\$ 796,203	\$ 796,203	\$ 796,203	\$ 796,203
Discounts @ 4%	\$ 31,848	\$ 31,848	\$ 31,848	\$ 31,848	\$ 31,848
Gross Assessment	\$ 828,051	\$ 828,051	\$ 828,051	\$ 828,051	\$ 828,051
Assessable Units - Residential	\$ 4,222	\$ 4,222	\$ 4,222	\$ 4,222	\$ 4,222
Assessable Units - Non-Residential	\$ 1,869	\$ 1,869	\$ 1,869	\$ 1,869	\$ 1,869
Total Units	\$ 6,091	\$ 6,091	\$ 6,091	\$ 6,091	\$ 6,091
Assessment per Unit - General Fund	\$ 136	\$ 136	\$ 136	\$ 136	\$ 136
Assessment per Unit - Debt Service	\$ 414	\$ 414	\$ 414	\$ 414	\$ 414
Assessment per Unit - Recreation	\$ 129	\$ 129	\$ 129	\$ 130	\$ 130
	\$ 678	\$ 678	\$ 678	\$ 679	\$ 679

Viera East

Community Development District

General Fund Budget

Revenues:

Maintenance Assessments

The District will levy a Non-Ad Valorem Assessment on all the assessable property within the District in order to pay for its operating and maintenance expenditures incurred during the Fiscal Year.

Golf Course Administrative Services

Represents Golf Course Fund portion of salary and benefits for employees paid from the General Fund

Description	Annual Amount
Base	\$ 75,000
10% of Maintenance Supervisor	\$ (7,280)
50% of Labor Position	\$ (11,440)
Total	\$ 56,280

Interest Income

The District will earn interest on balances invested during the year

Administrative Expenditures:

Supervisors Fees

The amount paid to each supervisor for the time devoted to District business and meetings is determined by Chapter 190, Florida Statutes, at \$200 per meeting. Amount is based on five supervisors receiving fees for two meetings per month.

Engineering Fees

The District's engineer, Boyer Singleton, will be providing general engineering services to the District, which includes preparation and attendance of monthly board meetings.

Attorney Fees

Legal Counsel:

Shutts and Bowen LLP

300 South Orange Avenue

Suite 300

Orlando, FL 32801

Telephone: (407) 835-6759

Fax: (407) 849-7288

The District's legal counsel, Shutts and Bowen, will be providing general services, which include attendance and preparation for monthly board meetings. Also, services include reviewing contracts, agreements, resolutions, rule amendments, etc.

Viera East

Community Development District

General Fund Budget

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

- Series 2006 Water Management \$1,000

Trustee Fees

The District will pay annual trustee fees for Water Management Refunding Bonds, Series 2006.

Annual Audit

The District is required to annually have its financial records audited by an independent Certified Public Accounting Firm. The estimated cost of the audit is based on the prior fiscal year and will be shared with the Recreational Fund.

Collection Agent

Fees incurred by GMS-Central Florida, LLC for calculating, levying and certification of the District's Non-Ad valorem Maintenance Assessments with the Brevard County Tax Collector.

Contractor	Services	Monthly	Annual
GMS- Central Florida, LLC	Assessments	\$ 208	\$ 2,500

Management Fees

The District has contracted with GMS-Central Florida, LLC to provide Accounting and Administrative Services for the District. The services include, but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, financial reporting, annual audits, etc.

Postage

Mailing of Board Meeting agendas, checks for vendors, overnight deliveries and any other required correspondence. Amount is based on prior years cost.

Printing & Binding

Printing and binding agenda packages for board meetings, printing of computerized checks, District Brochures, correspondence, stationary, envelopes etc.

Insurance- Liability

The District's general liability, public official's liability, and automobile insurance coverage is provided by EGIS Insurance and Risk Advisors.

Description	Admin Amount	Field Amount	Annual Amount
General Liability	\$ 4,282	\$ -	\$ 4,282
POL/EPLI	\$ 3,193	\$ -	\$ 3,193
Auto Physical Damage	\$ -	\$ -	\$ -
Property	\$ -	\$ 1,663	\$ 1,663
Total	\$ 7,475	\$ 1,663	\$ 9,138

Viera East

Community Development District

General Fund Budget

Legal Advertising

Advertising of monthly board meetings, public hearings, and any other legal advertising that may be required.

Other Current Charges

Any miscellaneous expenses incurred by the District that were not previously budgeted.

Office Supplies

Any supplies that may need to be purchased during the Fiscal Year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Dues & Licenses

The District is required to pay an annual fee to the Department of Community Affairs for \$175. This is the only anticipated expenditure for this category.

Information Technology

Costs related to District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

Operating Expenditures:

Salaries & Wages

The District currently has a General Manager and 1 full time employee to handle the operations of the District. The proposed amount includes a 3% cost of living increase for qualifying employees.

Administration Fee

Represents fee to Paychex for administration of pay and benefits. Paychex charges an administration fee of \$30.98 per full time employee per pay period and \$22.32 per part-time employee per pay period.

FICA

Represents the estimated amount due for Social Security (6.2%) and Medicare (1.45%) based upon the proposed salaries and wages.

Health Insurance

Full time District Employee's are eligible for the following health benefits.

Provider	Policy Number	Insurance Description
United Healthcare	591637	Accidental Death, Dental, Vision, Life, and Long Term Disability
Health First	114619	Health
Colonial Life	E3682663	Life, Accident, Short Term Disability
Combined	007394312	Accident and Disability

Viera East

Community Development District

General Fund Budget

Workers Compensation

The District provides Workers Compensation Insurance for each of its employee's based upon statutory requirements and rates determined by Paychex.

Unemployment

The District pays State and Federal unemployment for each employee based upon current rate structures.

Other Contractual

Miscellaneous fees and contracts incurred for the District.

Description	Annual Amount
ADT Security	\$ 2,352
Ecolab Pest Elimination	\$ 3,937
Xelar Copier	\$ 1,117
Additional Contract Funds	\$ 94
Total Annual Budget	\$ 7,500

Training

Expense involved in providing training for staff.

Uniforms

Expense involved in providing uniforms for the administration staff.

Maintenance Expenditures:

Canal Maintenance

Represents cost associated with the maintenance of the canals located east and west of I-95. The canals east of I-95 are maintained by various contractors paid by the District on an "as needed" basis. The canals west of I-95 are maintained by A. Duda & Sons and billed to the District

Lake Bank Restoration

Allocation of funds dedicated for lake bank restoration throughout the District.

Environmental Services

The District will incur the following costs related to maintaining and managing the various conservation areas (wetlands and uplands), which are the responsibility of the District. The amount is based upon the current contract with Kevin L. Erwin, plus an allowance for additional services from other providers that may be required. Services provided under this budget item may include the following:

Wetland Monitoring Reports as required by SJRWMD and USACOE.
Wetland Maintenance, removal of exotic species as required to conform to permit requirements.

Viera East

Community Development District

General Fund Budget

Habitat Management, including burns of preserved areas as required within the approved Habitat Management Plan(s).
Permit Compliance and General Services as required.

Water Management System

The District currently has a contract with ECOR Industries, Inc. to provide Aquatic Maintenance Service for the District's Lakes.

Description	Monthly Amount	Annual Amount
Natural Areas Management	\$ 3,296	\$ 39,551
Wingate & Auburn Lake Aquatic Weed Control	\$ 664	\$ 7,971
Bayhill Wetland Maintenance (Bi-Monthly)	\$ 200	\$ 1,200
Aquatic Weed Control	\$ 3,407	\$ 40,881
Header Canal Maintenance (Quarterly)	\$ 1,100	\$ 4,440
Unanticipated Repairs/Improvements		\$ 4,957
Total	\$ 8,667	\$ 99,000

Control Burns:

The District anticipates that it will have control burns this year throughout the Scrub Jay Preserve areas. The purpose of the control burns is to enhance the habitat of threatened and endangered species and to reduce the intensity of natural fires.

Contingencies

Any miscellaneous expenses incurred by the District that were not previously budgeted.

Fire Line Maintenance

Expenses related to the maintenance of the various Fire Lines throughout the District. This mainly includes the mechanical removal of vegetation between homeowners' property and conservation areas in order to slow or stop the spread of wildfire.

Basin Repair

Expenses related to the repair and maintenance of the drainage structures at District Basins III, IV, and V. The drainage structures that get repaired are the outfalls (connect lakes) and the flowways (connect lakes to St Johns River).

Grounds Maintenance Expenditures:

Salaries & Wages

The District currently has a 4 full time and 1 part time employee's to handle the grounds maintenance of the District. The proposed amount includes a 3% cost of living increase for qualifying employees.

Administration Fee

Represents fee to Paychex for administration of pay and benefits. Paychex charges an administration fee of \$30.98 per full time employee per pay period and \$22.32 per part-time employee per pay period.

Viera East

Community Development District

General Fund Budget

FICA

Represents the estimated amount due for Social Security (6.2%) and Medicare (1.45%) based upon the proposed salaries and wages.

Health Insurance

Full time District Employee's are eligible for the following health benefits.

Provider	Policy Number	Insurance Description
United Healthcare	591637	Accidental Death, Dental, Vision, Life, and Long Term Disability
Health First	114619	Health
Colonial Life	E3682663	Life, Accident, Short Term Disability
Combined	007394312	Accident and Disability

Workers Compensation

The District provides Workers Compensation Insurance for each of its employee's based upon statutory requirements and rates determined by Paychex.

Unemployment

The District pays State and Federal unemployment for each employee based upon current rate structures.

Telephone

Expenses incurred for the telephone and fax machine.

Vendor	Monthly Amount	Annual Amount
Blueline Telecom Group	\$ 517	\$ 6,204
Contingency		\$ 46
Total		\$ 6,250

Utilities

The District has the following utility account with Florida Power and Light to provide electricity for the maintenance building.

Vendor	Account	Monthly Amount	Annual Amount
FPL	83490-45156	\$ 450	\$ 5,400
Contingency			\$ 100
Total			\$ 5,500

Property Appraiser

Fees incurred for the Brevard County Property Appraiser performing work in support of processing and distributing non-ad valorem assessment information. The cost for the FY2019 year will be \$1,990.

Viera East

Community Development District

General Fund Budget

Insurance- Property

Represents the amount paid for the property portion of the insurance premium with EGIS Insurance and Risk Advisors. The property includes vehicles, equipment, etc.

Description	Admin Amount	Field Amount	Annual Amount
General Liability	\$ 4,282	\$ -	\$ 4,282
POL/EPLI	\$ 3,193	\$ -	\$ 3,193
Auto Physical Damage	\$ -	\$ -	\$ -
Property	\$ -	\$ 1,663	\$ 1,663
Total	\$ 7,475	\$ 1,663	\$ 9,138

Repairs

Any costs related to miscellaneous repairs and maintenance that occur during the fiscal year.

Fuel

Costs related to fuel purchased for grounds maintenance machinery that occur during the fiscal year.

Park Maintenance

Represents cost associated with the maintenance of the parks and trails located within the district.

Sidewalk Repair

Represents cost associated with the repair of the sidewalks located within the district.

Chemicals

Includes fungicide applications, herbicide applications, insecticide applications needed to maintain the grounds.

Contingencies

Represents any miscellaneous expenses incurred by the District that were not previously budgeted.

Refuse

Estimated costs for refuse services to empty dumpster(s) twice monthly by Danny's Recycling & HAU is:

Contractor	Services	Monthly	Annual
Danny's Recycling & HAU	Empty Dumpster	\$ 430	\$ 5,160
Contingency			\$ 840
Total			\$ 6,000

Office Supplies

Costs for items used in office

Viera East

Community Development District

General Fund Budget

Uniforms

The District is in contract with Unifirst to supply uniforms for the Maintenance staff. Unifirst comes to the District weekly to deliver clean uniforms to the staff.

Vendor	Monthly Amount	Annual Amount
Unifirst	\$ 219	\$ 2,624
Contingency		\$ 376
Total		\$ 3,000

Fire and Burglary Alarm System

The District is in contract with ADT to provide monthly fire and burglary alarm system monitoring and maintenance. The services will be split between the Golf Course and Operations.

Description	Monthly Amount	Annual Amount
System Monitoring	\$ 98	\$ 1,176
Equipment Lease	\$ 233	\$ 2,797
Contingency		\$ 27
Total Annual Budget		\$ 4,000

Rain Bird Pump System

The District will be financing a new pump system for irrigation through Rain Bird.

Vendor	Monthly Amount	Annual Amount
Rain Bird	\$ 2,298	\$ 27,576
Total Annual Budget		\$ 27,576

Maintenance Reserves - Transfer Out

Funds allocated annually to insure available cash for ongoing operations of the District and for major repair or replacement of capital items.

Maintenance Reserves - Transfer Out (PY Excess)

Represents projected excess funds above operating capital requirements in the General Fund.

**Viera East
Community Development District
Capital Reserve Fund
Proposed Budget
Fiscal Year 2021**

Adopted Budget FY 2020	Actual Thru 4/30/20	Projected Next 5 Months	Total Projected @ 9/30/20	Proposed Budget FY 2021
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Revenues

Beginning Fund Balance	\$283,792	\$349,146	\$0	\$349,146	\$305,221
Interest Income	\$2,500	\$2,704	\$2,000	\$4,704	\$2,500
Reserve Funding - Transfer In (General)	\$3,719	\$2,169	\$1,549	\$3,719	\$1,860
Reserve Funding - Transfer In (Golf)	\$7,940	\$13,129	\$10,000	\$23,129	\$33,612
Reserve Funding - Transfer In (General Excess)	\$0	\$0	\$51,753	\$51,753	\$0
Total Revenues	\$297,950	\$367,148	\$65,303	\$432,451	\$343,192

Expenditures

Capital Outlay	\$100,000	\$127,231	\$0	\$127,231	\$100,000
Truck Maintenance	\$25,000	\$0	\$0	\$0	\$25,000
Transfer Out	\$0	\$0	\$0	\$0	\$0
Total Expenditures	\$125,000	\$127,231	\$0	\$127,231	\$125,000
Excess Revenues (Expenditures)	\$172,950	\$239,918	\$65,303	\$305,221	\$218,192

**Viera East
Community Development District
Debt Service Fund
Series 2006
Proposed Budget FY2021**

Adopted Budget FY 2020	Actual Thru 4/30/20	Projected Next 5 Months	Total Projected @ 9/30/20	Proposed Budget FY 2021
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Revenues

Special Assessments	\$ 2,423,170	\$ 2,307,905	\$ 115,265	\$ 2,423,170	\$ 2,423,170
Interest Income	\$ 1,500	\$ 928	\$ 750	\$ 1,678	\$ 1,500
Beginning Fund Balance	\$ 466,966	\$ 459,368	\$ -	\$ 459,368	\$ 447,905

Total Revenues	\$ 2,891,636	\$ 2,768,200	\$ 116,015	\$ 2,884,216	\$ 2,872,575
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Expenditures

Series 2006

Interest-11/1	\$ 184,719	\$ 184,719	\$ -	\$ 184,719	\$ 126,644
Interest-5/1	\$ 184,719	\$ -	\$ 184,719	\$ 184,719	\$ 126,644
Principal-5/1	\$ 2,020,000	\$ -	\$ 2,020,000	\$ 2,020,000	\$ 2,140,000
Other Debt Service Costs	\$ 46,873	\$ -	\$ 46,873	\$ 46,873	\$ 46,873

Total Expenditures	\$ 2,436,311	\$ 184,719	\$ 2,251,592	\$ 2,436,311	\$ 2,440,161
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Excess Revenues

(Expenditures)	\$ 455,326	\$ 2,583,481	\$ (2,135,576)	\$ 447,905	\$ 432,415
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* Excess Revenues needed to pay the 11/1/21 Interest Payment \$ 65,119

	FY 2018	FY 2019	FY 2020	FY 2021
Net Assessments	\$ 2,423,170	\$ 2,423,170	\$ 2,423,170	\$ 2,423,170
Discounts	\$ 96,927	\$ 96,927	\$ 96,927	\$ 96,927
Gross Assessment	\$ 2,520,097	\$ 2,520,097	\$ 2,520,097	\$ 2,520,097
Gross Assessments	\$ 2,520,097	\$ 2,520,097	\$ 2,520,097	\$ 2,520,097
Assessable Units	\$ 6,091	\$ 6,091	\$ 6,091	\$ 6,091
Per Unit Assessments	\$ 414	\$ 414	\$ 414	\$ 414

Viera East
Community Development District
Debt Service Fund - Series 2006
Amortization Schedule

Date	Series 2006		Fiscal Total
	Principal	Interest	
11/1/19		\$184,719	\$184,719
5/1/20	\$2,020,000	\$184,719	
11/1/20		\$126,644	\$2,331,363
5/1/21	\$2,140,000	\$126,644	
11/1/21		\$65,119	\$2,331,763
5/1/22	\$2,265,000	\$65,119	\$2,330,119
	\$6,425,000	\$752,963	\$7,177,963

**Viera East
Community Development District
Golf Course
Proposed Operating Budget
Fiscal Year 2021**

	Actual FY 2019	Adopted Budget FY 2020	Actual Thru 4/30/20	Projected Next 5 Months	Total Projected @ 9/30/20	Proposed Budget FY 2021
<i>Number of Rounds</i>						
Paid Rounds	37,694	35,250	21,451	12,436	33,887	35,250
Member Rounds	7,120	10,000	5,560	2,730	8,290	10,000
Comp Rounds	3,027	3,000	1,952	1,036	2,988	3,000
EZ Links	3,273	3,000	1,667	938	2,605	3,000
GolfNow	1,518	2,000	1,694	666	2,360	2,000
Total Memberships	70	60	47	13	60	60
<i>Revenue per Round</i>						
Public	\$34	\$35	\$40	\$36	\$38	\$40
<i>Revenues</i>						
Greens Fees	\$1,269,343	\$1,460,610	\$850,801	\$448,873	\$1,299,674	\$1,426,357
Gift Cards- Sales	\$11,531	\$25,000	\$5,021	\$2,813	\$7,834	\$25,000
Gift Cards- Usage	(\$15,672)	(\$25,000)	(\$9,634)	(\$5,357)	(\$14,991)	(\$25,000)
Season Advance/Trail Fees	\$202,756	\$210,000	\$128,651	\$74,761	\$203,412	\$210,000
Associate Memberships	\$36,498	\$42,000	\$26,307	\$13,114	\$39,421	\$42,000
Driving Range	\$64,639	\$80,000	\$44,657	\$21,437	\$66,094	\$80,000
Golf Lessons	\$2,100	\$2,100	\$1,225	\$875	\$2,100	\$2,100
Merchandise Sales	\$124,418	\$115,000	\$67,000	\$38,979	\$105,979	\$115,000
Restaurant	\$23,048	\$20,000	\$16,839	\$5,928	\$22,767	\$20,000
Assessments -Recreation Operating	\$22,527	\$22,527	\$13,141	\$9,386	\$22,527	\$22,527
Miscellaneous Income	\$23,473	\$15,000	\$16,813	\$4,308	\$21,121	\$15,000
Total Revenues	\$1,764,662	\$1,967,237	\$1,160,821	\$615,116	\$1,775,938	\$1,932,984
<i>General Expenditures</i>						
Other Contractual Services	\$12,294	\$15,000	\$9,101	\$5,299	\$14,400	\$15,000
Telephone	\$5,267	\$5,500	\$2,069	\$2,419	\$4,488	\$5,500
Postage	\$1,705	\$1,500	\$6,201	\$593	\$6,794	\$2,000
Printing & Binding	\$691	\$1,000	\$0	\$300	\$300	\$1,000
Utilities	\$5,611	\$5,000	\$3,226	\$2,282	\$5,509	\$5,400
Repairs & Maintenance	\$10,143	\$7,000	\$573	\$2,256	\$2,830	\$8,000
Advertising	\$40,453	\$45,000	\$19,510	\$14,731	\$34,241	\$45,000
Bank Charges	\$36,526	\$30,500	\$22,615	\$14,060	\$36,675	\$35,000
Office Supplies	\$5,202	\$4,000	\$2,172	\$1,091	\$3,263	\$4,000
Operating Supplies	\$4,461	\$5,000	\$2,046	\$1,290	\$3,335	\$5,000
Dues, Licenses & Subscriptions	\$8,469	\$8,000	\$5,629	\$2,195	\$7,824	\$8,000
Drug Testing- All departments	\$517	\$200	\$190	\$141	\$331	\$500
Training, Education & Employee Relations	\$3,400	\$3,000	\$2,637	\$315	\$2,952	\$3,000
Contractual Security	\$2,550	\$3,000	\$829	\$1,708	\$2,536	\$3,000
IT Services	\$3,747	\$3,000	\$190	\$812	\$1,002	\$3,000
Total Golf Course Expenditures	\$141,035	\$136,700	\$76,988	\$49,491	\$126,479	\$143,400

**Viera East
Community Development District
Golf Course
Proposed Operating Budget
Fiscal Year 2021**

Actual FY 2019	Adopted Budget FY 2020	Actual Thru 4/30/20	Projected Next 5 Months	Total Projected @ 9/30/20	Proposed Budget FY 2021
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Restaurant Expenditures

Utilities	\$10,392	\$10,500	\$5,131	\$3,894	\$9,025	\$10,500
Pest Control	\$1,130	\$1,200	\$666	\$476	\$1,141	\$1,200
Equipment Lease	\$1,037	\$1,100	\$684	\$489	\$1,173	\$1,100
Total Restaurant Expenditures	\$12,559	\$12,800	\$6,481	\$4,859	\$11,340	\$12,800

Golf Operations:

Salaries	\$204,709	\$237,500	\$131,399	\$80,375	\$211,774	\$210,900
Administrative Fee	\$18,093	\$17,793	\$11,809	\$7,996	\$19,805	\$19,957
FICA Expense	\$16,014	\$18,781	\$10,040	\$6,001	\$16,041	\$16,547
Health Insurance	\$678	\$707	\$368	\$397	\$765	\$707
Workers Compensation	\$5,730	\$4,812	\$3,628	\$2,142	\$5,770	\$4,239
Unemployment	\$8,862	\$12,786	\$6,035	\$3,524	\$9,558	\$12,786
Golf Printing	\$0	\$2,200	\$1,206	\$804	\$2,010	\$2,200
Utilities	\$22,000	\$22,500	\$11,425	\$8,341	\$19,766	\$22,500
Repairs	\$525	\$250	\$0	\$500	\$500	\$250
Pest Control	\$1,193	\$1,200	\$666	\$476	\$1,141	\$1,200
Supplies	\$13,329	\$8,000	\$10,318	\$3,796	\$14,114	\$10,000
Uniforms	\$530	\$1,500	\$1,862	\$49	\$1,912	\$1,500
Training, Education & Employee Relations	\$26	\$2,000	\$260	\$0	\$260	\$2,000
Fuel	\$0	\$500	\$0	\$0	\$0	\$500
Cart Lease	\$45,599	\$90,753	\$40,284	\$36,140	\$76,424	\$99,000
Cart Maintenance	\$3,653	\$4,000	\$3,482	\$1,253	\$4,735	\$4,000
Driving Range	\$4,488	\$10,000	\$3,428	\$3,591	\$7,019	\$10,000
Total Golf Operation Expenditures	\$345,428	\$435,282	\$236,209	\$155,386	\$391,595	\$418,286

Merchandise Sales:

Cost of Goods Sold	\$85,408	\$77,000	\$44,021	\$30,588	\$74,608	\$77,000
Total Merchandise Sales	\$85,408	\$77,000	\$44,021	\$30,588	\$74,608	\$77,000

Golf Course Maintenance:

Salaries	\$422,350	\$470,000	\$246,766	\$174,016	\$420,782	\$452,632
Administrative Fees	\$10,767	\$11,867	\$6,409	\$4,430	\$10,839	\$11,919
FICA Expense	\$30,495	\$36,060	\$18,215	\$13,090	\$31,305	\$37,56
Employee Insurance	\$45,723	\$58,245	\$26,327	\$13,790	\$40,117	\$49,336
Workers Compensation	\$11,314	\$11,316	\$6,681	\$4,736	\$11,417	\$11,023
Unemployment	\$6,986	\$7,857	\$5,859	\$1,310	\$7,169	\$8,170
Drug Testing	\$0	\$420	\$0	\$0	\$0	\$0
Consulting Fees	\$6,000	\$6,000	\$3,500	\$2,500	\$6,000	\$6,000
Fire Alarm System	\$814	\$4,000	\$1,239	\$158	\$1,397	\$4,000
Telephone/Internet	\$0	\$500	\$0	\$0	\$0	\$0
Utilities/Water	\$27,332	\$26,200	\$14,967	\$10,187	\$25,154	\$26,200

**Viera East
Community Development District
Golf Course
Proposed Operating Budget
Fiscal Year 2021**

	Actual FY 2019	Adopted Budget FY 2020	Actual Thru 4/30/20	Projected Next 5 Months	Total Projected @ 9/30/20	Proposed Budget FY 2021
Repairs	\$42,372	\$48,000	\$21,338	\$11,053	\$32,391	\$48,000
Fuel & Oil	\$35,882	\$40,000	\$16,774	\$16,774	\$33,547	\$40,000
Pest Control	\$904	\$1,000	\$789	\$385	\$1,174	\$1,000
Irrigation/Drainage	\$31,852	\$30,000	\$8,391	\$6,362	\$14,753	\$30,000
Sand and Topsoil	\$21,323	\$26,500	\$6,665	\$4,850	\$11,515	\$26,500
Flower/Mulch	\$4,401	\$7,000	\$8,177	\$27	\$8,203	\$7,000
Fertilizer	\$124,424	\$139,000	\$70,020	\$58,385	\$128,405	\$139,000
Seed/Sod	\$12,462	\$16,500	\$6,876	\$1,412	\$8,288	\$16,500
Trash Removal	\$1,917	\$2,000	\$986	\$692	\$1,677	\$2,000
Contingency	\$4,522	\$6,000	\$2,679	\$0	\$2,679	\$6,000
First Aid	\$734	\$600	\$562	\$297	\$859	\$800
Office Supplies	\$854	\$1,000	\$114	\$250	\$364	\$1,000
Operating Supplies	\$5,795	\$17,500	\$2,428	\$1,785	\$4,213	\$15,000
Training	\$1,439	\$500	\$909	\$189	\$1,098	\$1,000
Janitorial Supplies	\$84	\$1,500	\$30	\$500	\$530	\$1,000
Soil & Water Testing	\$0	\$1,000	\$0	\$500	\$500	\$1,000
Uniforms	\$8,446	\$8,500	\$4,861	\$3,327	\$8,188	\$8,500
Equipment Rental	\$414	\$2,500	\$0	\$500	\$500	\$2,000
Equipment Lease	\$161,619	\$163,000	\$102,548	\$67,790	\$170,338	\$165,000
Small Tools	\$0	\$500	\$0	\$500	\$500	\$500
Total Golf Course Maintenance	\$1,021,224	\$1,145,065	\$584,107	\$399,794	\$983,901	\$1,084,836
<u>Administrative Expenditures:</u>						
Legal Fees	\$0	\$1,500	\$1,740	\$0	\$1,740	\$1,500
Arbitrage	\$450	\$600	\$350	\$250	\$600	\$600
Dissemination	\$1,000	\$1,000	\$583	\$417	\$1,000	\$1,000
Trustee Fees	\$4,089	\$4,100	\$2,392	\$1,708	\$4,100	\$4,100
Annual Audit	\$1,340	\$1,500	\$875	\$625	\$1,500	\$1,500
Golf Course Administrative Services	\$56,280	\$56,280	\$32,830	\$23,450	\$56,280	\$56,280
Insurance	\$64,819	\$70,000	\$39,364	\$27,504	\$66,868	\$77,000
Property Taxes	\$13,053	\$10,000	\$8,673	\$7,673	\$16,346	\$15,000
Total Administrative Expenditures	\$141,031	\$144,980	\$86,807	\$61,626	\$148,434	\$156,980
<u>Reserves:</u>						
Renewal & Replacement	\$35,446	\$7,940	\$13,129	\$0	\$13,129	\$33,612
Total Reserves	\$35,446	\$7,940	\$13,129	\$0	\$13,129	\$33,612
Total Revenues	\$1,764,662	\$1,967,237	\$1,160,821	\$615,116	\$1,775,938	\$1,932,984
Total Expenditures	\$1,782,131	\$1,959,767	\$1,047,743	\$701,743	\$1,749,486	\$1,926,914
Operating Income (Loss)	(\$17,469)	\$7,470	\$113,079	(\$86,626)	\$26,452	\$6,070

**Viera East
Community Development District
Golf Course
Proposed Operating Budget
Fiscal Year 2021**

Actual FY 2019	Adopted Budget FY 2020	Actual Thru 4/30/20	Projected Next 5 Months	Total Projected @ 9/30/20	Proposed Budget FY 2021
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Non Operating Revenues/(Expenditures):

Assessments -Recreation Debt Service	\$575,695	\$558,355	\$325,707	\$232,648	\$558,355	\$558,355
Interest Income	\$968	\$1,000	\$239	\$150	\$389	\$1,000
Interest Expense	(\$171,638)	(\$156,825)	(\$91,481)	(\$65,344)	(\$156,825)	(\$140,425)
Principal Expense	(\$395,000)	(\$410,000)	(\$239,167)	(\$170,833)	(\$410,000)	(\$425,000)

Total Non Operating Revenues/(Expenditures)	\$10,026	(\$7,470)	(\$4,702)	(\$3,379)	(\$8,081)	(\$6,070)
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Net Non Operating Income / (Loss)	(\$7,444)	\$0	\$108,376	(\$90,006)	\$18,371	\$0
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Viera East

Community Development District

Recreational Operating Budget

Revenues:

Greens Fees

Estimated revenue for public paid rounds of golf.

Gift Card- Sales

Estimated amount of gift cards sold that can be used for discounted rounds of golf, merchandise or restaurant purchases. The full amount of the sale is recorded as revenue at the time of purchase.

Gift Card- Usage

Estimated usage of gift cards once purchased. Once the gift cards have been used at the District, the amount used is recorded against the revenue.

Season Advance/Trail Fees

Estimated revenue of customers who purchase memberships to the District golf course in advance for the year.

Associate Memberships

Estimated costs of all associate memberships sold. The associate membership costs \$79 and lasts for one year. The membership gets the member a 20% discount on golf rounds and other discounts on range balls, apparel, and USGA handicap service.

Driving Range

Estimated revenue from the District's driving range.

Golf Lessons

Estimated revenue from golfing lessons given at the golf course. The District leases the golf instruction program to the Mike Hogan Golf Academy.

Merchandise Sales

Estimated revenue of clothing, equipment, and supplies sold in the District's Pro Shop.

Restaurant

The District's restaurant is leased to Divots Grille, LLC per an agreement with the District and Divots Grille, LLC. The agreement states that Divots Grille, LLC will pay the District six (6%) of gross sales not excluding sales tax through the lease term ending on September 30, 2019.

Description	Annual Amount
Rental Income	\$ 12,000
Other Restaurant Revenue	\$ 8,000
Total	\$ 20,000

Viera East

Community Development District

Recreational Operating Budget

Assessments- Recreation Operations

The District will levy Non-Ad Valorem assessments in all the assessable property within the District to help fund all of the General Operating Expenditures for the fiscal year.

Miscellaneous Income

Estimated annual revenue for various miscellaneous charges billed and collected by the District.

General Expenditures:

Other Contractual Services

Contractual Services include the following contracts:

Vendor	Monthly Amount	Annual Amount
Brighthouse (Cable & Internet)	\$ 350	\$ 4,200
Waste Management (Dumpster Removal)	\$ 338	\$ 4,057
Great America Financial	\$ 93	\$ 1,117
American Safety and First Aide		\$ 500
Crystal High Rise, Inc		\$ 250
Slug A Bug (Termite Renewal)		\$ 325
Contingency		\$ 4,551
Total Annual Budget		\$15,000

Telephone

Represents regular telephone lines, credit card, and Internet access. A portion of expenses related to the District are transferred to General Fund.

Vendor	Monthly Amount	Annual Amount
Greybar Financial Services	\$ 289	\$ 3,469
Cricket	\$ 104	\$ 1,248
Contingency		\$ 783
Total		\$ 5,500

Postage

Mailing payroll checks, checks for vendors, overnight deliveries and any other required correspondence that is directly related to the golf course. A portion of expenses related to the District are transferred to General Fund.

Printing & Binding

Printing of computerized checks, brochures, correspondence, promotional cards, stationary, rack cards, envelopes, etc. A portion of expenses related to the District are transferred to General Fund.

Viera East

Community Development District

Recreational Operating Budget

Utilities

The District has the following utility accounts related to the operations:

Vendor	Account	Monthly Amount	Annual Amount
FPL	10579-42334	\$ 180	\$ 2,160
FPL	91273-57086	\$ 30	\$ 360
City of Cocoa	313093-70192	\$ 125	\$ 1,500
City of Cocoa	150351-141774	\$ 75	\$ 900
Contingency			\$ 480
Total			\$ 5,400

Repairs & Maintenance

Any miscellaneous repairs and maintenance, including electrical, plumbing, hardware, locksmiths, painting and HVAC. A portion of expenses related to the District are transferred to General Fund.

Advertising

Represents advertising for the golf course in the Yellow Pages, newspapers, periodicals, brochures and magazines, rack cards and holders, and promotional organizations. A portion of expenses related to the District are transferred to General Fund.

Bank Charges

Bank charges related to credit card usage, as well as account service charges for the operating checking account fund

Office Supplies

Any office supplies that may need to be purchased during the fiscal year, i.e., paper, minute books, file folders, labels, paper clips, etc.

Operating Supplies

Represents various operating supplies purchased

Viera East

Community Development District

Recreational Operating Budget

Dues, Licenses & Subscriptions

The following represents the estimated cost for license, membership subscriptions and permit renewals for the fiscal year:

Vendor	Description	Annual Amount
City of Rockledge	Business License	\$ 200
Florida State Golf Association	Membership	\$ 150
Florida State Golf Association	Handicap fees	5000
Brevard County	Business Tax License	\$ 82
FL Space	Membership	\$ 805
Cocoa Beach Regional Chapter	Membership	\$ 535
US Golf Association	Membership	\$ 150
Amazon Prime	Membership	\$ 156
GCSAA	Gold Membership	\$ 435
Contingency		\$ 487
Total		\$ 8,000

Training, Education & Employee Relations

Costs incurred in sending District personnel to any training seminars or having personnel trained on site for different aspects to more efficiently and effectively operate the golf course. Also, any expense incurred for staff meetings and help wanted ads.

Contractual Security

Security system costs for the maintenance and clubhouse alarm systems.

IT Services

Costs related to District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

Restaurant Expenditures:

Utilities

Estimated costs for the basic utilities for the restaurant:

Vendor	Account	Monthly Amount	Annual Amount
FPL	03449-33189	\$ 615	\$ 7,380
City of Cocoa	150351-112664	\$ 250	\$ 3,000
Contingency			\$ 120
Total			\$ 10,500

Viera East

Community Development District

Recreational Operating Budget

Pest Control

The estimated costs for Ecolab Pest Elimination to provide monthly pest control services.

Vendor	Monthly Amount	Annual Amount
Ecolab Pest Elimination	\$ 95	\$ 1,141
Contingency		\$ 59
Total		\$ 1,200

Equipment Lease

The expense related to leasing of a dishwasher in the restaurant.

Vendor	Monthly Amount	Annual Amount
Ecolab	\$ 88	\$ 1,054
Contingency		\$ 46
Total		\$ 1,100

Golf Operations Expenditures:

Salaries & Wages

The District currently has a 1 full time and 30 part time employees to handle the Golf operations of the District. The proposed amount includes a 3% cost of living increase for qualifying employees.

Administration Fee

Represents fee to Paychex for administration of pay and benefits. Paychex charges an administration fee of \$30.98 per full time employee per pay period and \$22.32 per part-time employee per pay period.

FICA

Represents the estimated amount due for Social Security (6.2%) and Medicare (1.45%) based upon the proposed salaries and wages.

Health Insurance

Full time District Employee's are eligible for the following health benefits.

Provider	Policy Number	Insurance Description
United Healthcare	591637	Accidental Death, Dental, Vision, Life, and Long Term Disability
Health First	114619	Health
Colonial Life	E3682663	Life, Accident, Short Term Disability
Combined	007394312	Accident and Disability

Workers Compensation

The District provides Workers Compensation Insurance for each of its employee's based upon statutory requirements and rates determined by Paychex.

Viera East

Community Development District

Recreational Operating Budget

Unemployment

The District pays State and Federal unemployment for each employee based upon current rate structures.

Golf Printing

Printing for materials needed for the course.

Utilities

Estimated cost of basic utilities for Golf operations:

Vendor	Account	Monthly Amount	Annual Amount
FPL	03449-33189	\$ 585	\$ 7,020
FPL	07938-52104	\$ 925	\$ 11,100
City of Cocoa	150351-112664	\$ 100	\$ 1,200
Banleaco		\$ 202	\$ 2,421
Contingency			\$ 759
Total			\$ 22,500

Repairs

Any costs related to miscellaneous repairs and maintenance that occur during the fiscal year.

Pest Control

The estimated costs for Ecolab Pest Elimination to provide monthly pest control services.

Vendor	Monthly Amount	Annual Amount
Ecolab Pest Elimination	\$ 95	\$ 1,141
Contingency		\$ 59
Total		\$ 1,200

Supplies

Estimated costs of miscellaneous supplies that the District may need to purchase for golf operations.

Uniforms

The estimated costs of uniforms for pro shop personnel. Once hired, all employees get a District golf shirt to wear during work hours.

Training, Education & Employee Relations

The District will incur the cost of the Assistant Pro Program and any training deemed necessary for the Pro Shop staff or cart facility personnel, for example, cart mechanics training and any help wanted ads.

Fuel

Costs for gasoline for all golf carts from Glover Oil Company.

Viera East

Community Development District

Recreational Operating Budget

Cart Lease

The expense related to leasing of carts for golf course.

Vendor	Monthly Amount	Annual Amount
TCF Equipment Finance	\$ 6,553	\$ 78,635
TCF Equipment Finance	\$ 242	\$ 2,909
Marlin Business Bank	\$ 236	\$ 2,829
GPS System	\$ 936	\$ 11,232
Yamaha Lease	\$ 164	\$ 1,968
Golf Cart	\$ 97	\$ 1,164
Contingency		\$ 263
Total		\$ 99,000

Cart Maintenance

The expense related to any repairs and maintenance of the golf carts that are incurred during the year.

Driving Range Supplies

Any expenses incurred related to the driving range operation, for example range balls, tokens, buckets, bag stands, clock rope and sand/water buckets.

Merchandise Sales

Cost of Goods Sold

Represents cost of clothing, equipment, and supplies sold in the Pro Shop.

Golf Course Maintenance:

Salaries & Wages

The District currently has 10 full-time and 4 part-time employee's to handle the golf course maintenance. The proposed amount includes a 3% cost of living increase for qualifying employees.

Administration Fee

Represents fee to Paychex for administration of pay and benefits. Paychex charges an administration fee of \$30.98 per full time employee per pay period and \$22.32 per part-time employee per pay period.

FICA

Represents the estimated amount due for Social Security (6.2%) and Medicare (1.45%) based upon the proposed salaries and wages.

Viera East

Community Development District

Recreational Operating Budget

Health Insurance

Full time District Employee's are eligible for the following health benefits.

Provider	Policy Number	Insurance Description
United Healthcare	591637	Accidental Death, Dental, Vision, Life, and Long Term Disability
Health First	114619	Health
Colonial Life	E3682663	Life, Accident, Short Term Disability
Combined	007394312	Accident and Disability

Workers Compensation

The District provides Workers Compensation Insurance for each of its employee's based upon statutory requirements and rates determined by Paychex.

Unemployment

The District pays State and Federal unemployment for each employee based upon current rate structures.

Consulting Fees

The District is contracted with Thomas Trammell to give consulting advise on the golf course. Mr. Trammell goes to the District once a month to give the staff a detailed report on the golf course and suggests ways to improve it.

Vendor	Monthly Amount	Annual Amount
Thomas Trammell	\$ 500	\$ 6,000

Fire and Burglary Alarm System

The District is in contract with ADT to provide monthly fire and burglary alarm system monitoring and maintenance. The services will be split between the Golf Course and Operations.

Description	Monthly Amount	Annual Amount
System Monitoring	\$ 98	\$ 1,176
Equipment Lease	\$ 233	\$ 2,797
Contingency		\$ 27
Total Annual Budget		\$ 4,000

Utilities/Water

Estimated costs of basic utilities for the maintenance staff:

Vendor	Account	Monthly Amount	Annual Amount
FPL	83490-45156	\$ 1,750	\$ 21,000
City of Cocoa	313093-70192	\$ 350	\$ 4,200
Contingency			\$ 1,000
Total			\$ 26,200

Viera East

Community Development District

Recreational Operating Budget

Fuel & Oil

Costs related to fuel purchased for maintenance machinery that occur during the fiscal year.

Pest Control

The estimated costs for Ecolab Pest Elimination to provide monthly pest control services.

Vendor	Monthly Amount	Annual Amount
Ecolab Pest Elimination	\$ 77	\$ 924
Contingency		\$ 76
Total		\$ 1,000

Irrigation/Drainage

Estimated irrigation and drainage maintenance expenditures that may occur during the fiscal year.

Sand/Topsoil

Cost related to sand and topsoil expenditures that may occur during the fiscal year. The District buys all supplies from Golf Specialties, Inc. Some supplies may include top-dress sand, divot sand, and shell rock for the golf course.

Flowers/Mulch

Estimated cost of flowers and mulch for the golf course and clubhouse.

Chemicals/Fertilizer

Estimated costs of fertilizer, herbicide, insecticide, fungicide and other chemicals needed for the golf course.

Seed/Sod

Cost of seed and sod expenditures for the golf course that may occur during the fiscal year.

Trash Removal

Estimated costs for trash removal services to empty dumpster(s) once a month by Waste Management at the golf course:

Vendor	Monthly Amount	Annual Amount
Waste Management, Inc.	\$ 131	\$ 1,575
Contingency		\$ 425
Total		\$ 2,000

Contingencies

Funding of unanticipated costs.

Viera East

Community Development District

Recreational Operating Budget

First Aid

Cost of work gloves, ear plugs, support belts, and other first aid supplies needed during the fiscal year.

Office Supplies

Any office supplies that may need to be purchased during the fiscal year, i.e., paper, minute books, file folders, labels, paper clips, etc.

Operating Supplies

Represents various operating supplies purchased

Training

Training seminars for golf course maintenance staff.

Janitorial Supplies

Costs of janitorial supplies that may occur during the fiscal year.

Soil & Water Testing

Costs for soil and water testing that may occur during the fiscal year.

Uniforms

The District is in contract with Unifirst to supply uniforms for the Golf Course Maintenance staff. Unifirst comes to the District weekly to deliver clean uniforms to the staff.

Vendor	Monthly Amount	Annual Amount
Unifirst	\$ 700	\$ 8,400
Contingency		\$ 100
Total		\$ 8,500

Equipment Rental

Rental of larger capital items required for Course Maintenance.

Viera East

Community Development District

Recreational Operating Budget

Equipment Lease

The District currently has the following equipment leases for the golf course:

Vendor	Monthly Amount	Annual Amount
DLL Finance LLC	\$ 5,168	\$ 62,013
TCF Equipment Finance	\$ 1,066	\$ 12,792
TCF Equipment Finance	\$ 5,116	\$ 61,392
TCF Equipment Finance	\$ 420	\$ 5,036
TCF Equipment Finance	\$ 372	\$ 4,470
TCF Equipment Finance	\$ 652	\$ 7,828
TCF Equipment Finance	\$ 431	\$ 5,168
TCF Equipment Finance	\$ 248	\$ 2,976
Dex Imaging	\$ 115	\$ 1,380
Contingency		\$ 1,947
Total		\$ 165,000

Small Tools

Represents small tools purchased for golf course maintenance.

Administrative Expenditures:

Legal Fees

The District's attorney will be providing general legal services to the District that are directly related to operations of the golf course, i.e., reviewing contracts, agreements, resolutions, rule amendments, etc.

Arbitrage

The District will contract with an Independent certified public accounting firm to annually calculate the District's Arbitrage Rebate Liability on Special Assessments Revenue Bonds.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c212(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Trustee Fees

The District issued Special Revenue Assessment Refunding Bonds, Series 2012 bonds that are deposited with a Trustee at U.S Bank.

Annual Audit

The District is required to annually have its financial records audited by an independent Certified Public Accounting Firm.

Viera East

Community Development District

Recreational Operating Budget

Golf Course Administrative Services

Cost of Administrative services provided for the CDD.

Description	Annual Amount
Base	\$ 75,000
10% of Maintenance Supervisor	\$ (7,280)
50% of Labor Position	\$ (11,440)
Total	\$ 56,280

Insurance

EGIS Insurance and Risk Advisors provide the District's general liability, property, and crime insurance coverage. EGIS Insurance and Risk Advisors also provide a three year pollution policy.

Description	Annual Amount
General Liability	\$ 22,773
Property	\$ 49,803
Crime	\$ 1,122
Pollution Policy	\$ 2,400
Equipment Insurance	\$ 486
Contingency	\$ 416
Total	\$ 77,000

Property Taxes

This amount is an estimate of property taxes that will need to be paid throughout this fiscal year.

Reserves

Renewal & Replacement

The golf course transfers 2% of its monthly revenues to the Capital Reserve Fund to help fund for equipment replacement and other capital expenditures estimated for the fiscal year.

Viera East
Community Development District
Recreation Fund Debt Service - Series 2012
Amortization Schedule

Date	Bond Balance	Interest	Principal	Interest	Fiscal Year Total
11/01/19	3,305,000			\$ 78,412.50	\$ 559,231.25
05/01/20	3,305,000	4.375%	\$410,000	\$ 78,412.50	
11/01/20	2,895,000			\$ 70,212.50	\$ 558,625.00
05/01/21	2,895,000	4.625%	\$425,000	\$ 70,212.50	
11/01/21	2,470,000			\$ 60,915.63	\$ 556,128.13
05/01/22	2,470,000	5.000%	\$445,000	\$ 60,915.63	
11/01/22	2,025,000			\$ 50,625.00	\$ 556,540.63
05/01/23	2,025,000	5.000%	\$470,000	\$ 50,625.00	
11/01/23	1,555,000			\$ 38,875.00	\$ 559,500.00
05/01/24	1,555,000	5.000%	\$490,000	\$ 38,875.00	
11/01/24	1,065,000			\$ 26,625.00	\$ 555,500.00
05/01/25	1,065,000	5.000%	\$520,000	\$ 26,625.00	
11/01/25	545,000			\$ 13,625.00	\$ 560,250.00
05/01/26	545,000	5.000%	\$545,000	\$ 13,625.00	\$ 558,625.00
			\$3,305,000	\$ 678,581.26	\$ 4,464,400.01

Viera East CDD Fiscal Year 2021 Budget and Rule Meeting Schedule

Fiscal Year 2021	
Proposed Budget Workshop Schedule	
Wednesday, May 27, 2020 - Regular Meeting - Approve Proposed Budgets	
Wednesday, June 10, 2020 - Workshop Meeting - GF/Capital Reserve/DS Funds	
Wednesday, June 24, 2020 - Regular Meeting - Golf Course	
Wednesday, July 8, 2020 - Workshop - Continued Golf Course (if necessary)	
Proposed Rules & Rates Workshop	
Wednesday, July 8, 2020 - Workshop - Set Public Hearing	
Proposed Public Hearings	
Thursday, August 27, 2020 - 6:00 PM - Rules & Rates Hearing*	
Thursday, August 27, 2020 - 6:00 PM - Final Budget Hearing - All Budgets*	

Budget Hearing Notice Deadline - Run on August 6 & August 13, 2020

Assessment Hearing Notice Deadline (if applicable) - Run on July 1 & July 8, 2020

Rule Hearing Notice Deadline - Run on July 27 & July 28, 2020

NOTE: VBS at Faith Lutheran is 6/22 - 6/26 and meeting space will be limited before 1 PM

SECTION V

VIERA EAST COMMUNITY DEVELOPMENT DISTRICT

PROJECT MANUAL

FOR

**STORMWATER POND BULKHEAD
IMPROVEMENTS**

Month ##, 2020

**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR CONSTRUCTION SERVICES FOR
STORMWATER POND BULKHEAD IMPROVEMENTS
BREVARD COUNTY, FLORIDA**

TABLE OF CONTENTS

- I. Project Information Package
 - A. Notice of Request for Proposals
 - B. Instructions to Proposers
- II. Proposal Submission Package
 - A. Proposal Signature Form
 - B. Acknowledgement of Receipt of Documents
 - C. Organizational Information of Proposer
 - D. Certificate of Corporate Principal/Affidavit of Proposer
 - E. Sworn Statement Regarding Discrimination
 - F. Sworn Statement Regarding Public Entity Crimes
 - G. Trench Safety Affidavit
 - H. Affidavit of Non-Collusion
 - I. Summary of Costs and Schedule (SEE SEPARATE FOLDER)
- III. Form of Agreement
 - A. Community Development District Provisions.
 - B. Standard Abbreviated Form of Agreement Between Owner and Contractor (AIA® Document A104TM – 2017).
- IV. Plans and Specifications
- V. Reference Material

THIS PROJECT MANUAL HAS BEEN PROVIDED ELECTRONICALLY, HARDCOPIES OF
DOCUMENTS WILL BE PROVIDE UPON WRITTEN REQUEST

I. PROJECT INFORMATION PACKAGE

II. PROPOSAL SUBMISSION PACKAGE

PART I.A. – NOTICE OF RFP

**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
Construction Services for:
STORMWATER POND BULKHEAD IMPROVEMENTS
Brevard County, Florida**

Notice is hereby given that the Viera East Community Development District ("District") will receive proposals for the following District project:

The construction and installation of Stormwater Pond Bulkhead Improvements, which improvements consist of, but are not limited to, installation of approximately 1,200 feet of bulkheads at 5 different site locations, demolition of portions of the existing walls, installation of new drains, and related appurtenances, all as more specifically set forth in the Project Manual and engineering plans and specifications contained therein.

The Project Manual will be available beginning, **Month #, 2020**, at **x:xx** p.m. at the mandatory pre-proposal meeting from the District Engineer, Rey Malave, Dewberry Engineers Inc., Each Project Manual will include, but not be limited to, the Request for Proposals, proposal and contract documents, and construction plans and specifications.

There will be a mandatory pre-proposal conference at [insert time, date, and location]. Failure to arrive at the pre-proposal meeting at or before the start time, or failure to attend will preclude the District's consideration of a proposal submitted by a non-attending proposer. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations, and submittal requirements.

The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so. Each proposal shall be accompanied by a proposal guarantee in the form of a proposal bond or certified cashier's check in an amount not less than five percent (5%) of the total bid to be retained in the event the successful proposer fails to execute a contract with the District and file the requisite Performance and Payment Bonds and insurance within fourteen (14) calendar days after the receipt of the Notice of Award.

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager directed to **Jason Showe, Governmental Management Services, Central Florida, 219 E. Livingston St, Orlando, FL 32801**. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District's Project

Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made on the basis of qualifications according to the evaluation criteria contained within the Project Manual; however, please note that proposals received from firms failing to meet the following minimum qualifications/requirements will not be considered or evaluated: (1) Proposer will have constructed improvements similar in quality and scope with the 2015-20 calendar years; (2) Proposer is authorized to do business in Florida; and (3) Proposer is (or will be) registered with Brevard County and is a licensed contractor in the State of Florida.

Any and all questions relative to this project shall be directed by e-mail (only) only to Rey Malave, PE to rmalave@dewberry.com no later than Month #, 2020, at 4:00 p.m. (Five business days prior to bid due date)

Firms desiring to provide services for this project must submit one (1) original and eight (8) copies of the required proposal no later than 2:00 p.m. on, Month ##, 2020, at the [INSERT ADDRESS]. Alternatively, bids may be delivered by service or by hand delivery no later than 4:00 p.m. the day before to District Engineer, Rey Malave at Dewberry Engineering – 800 North Magnolia Avenue, Suite 1000, Orlando, Florida 32803. Proposals shall be submitted in a sealed opaque package, shall bear the name of the proposer on the outside of the package and shall identify the name of the project. Included in the bid package must be an electronic form (prefer thumb drive – in excel) of the bid package specifically containing the completed unit cost worksheet totaling the total price as shown on the summary sheet. Those received after the time and date stipulated above will be returned un-opened to the proposer. Proposals will be opened immediately after the closing of the scheduled bid submittal date and time. The bids will be considered for evaluation during a public meeting of the Board of Supervisors of the Viera East Development District at [insert time, date, and location]. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

Notice of Public Meeting for Bid Opening

A special meeting of the Viera East Community Development District will be held on [insert time, date, and location]. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening and announcing the bids. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District Manager, Jason Showe, jshowe@gmscfl.com. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (xxx) xxx-xxxx at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Viera East Community Development District
Jason Showe, District Manager, Run Date: Month ##, 2020

II. PROPOSAL SUBMISSION PACKAGE

PART I.B. – INSTRUCTIONS TO PROPOSERS

**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
Construction Services for:
STORMWATER POND BULKHEAD IMPROVEMENTS
Brevard County, Florida**

SECTION 1. DUE DATE. Sealed proposals must be received no later than **4:00 p.m. at the offices of Dewberry Engineering on Month ##, 2020, or at 2:00 p.m. at the [INSERT LOCATION AND ADDRESS]** All properly delivered Proposals will be publicly opened immediately after deadline.

SECTION 2. MANDATORY PRE-PROPOSAL CONFERENCE. A mandatory pre-proposal conference will be held on this project at **[insert time, date, and location]**. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations, and submittal requirements. The District will not consider a Proposal from any Proposer that does not have an authorized representative present at said conference.

SECTION 3. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute the Contract in substantially the form included in the Proposal Documents, unless requested otherwise by the District. The Proposal shall be submitted with the understanding that the Proposer will not withdraw its proposal for a period of one hundred and twenty (120) days after proposals are received. Upon contract award, the successful Proposer will be required to furnish performance bonds in compliance with section 255.05, *Florida Statutes*, and executed in the form included in the Proposal Documents and in the sum equal to one hundred percent (100%) of the total amount of the contract value concurrent with execution of the contract.

SECTION 4. PERFORMANCE/PAYMENT AND MAINTENANCE BONDS: The successful Proposer will be required to provide the District and Brevard County (as Joint Obligees) with a Performance and Payment Bond in compliance with section 255.05, *Florida Statutes*, executed in substantially the form included herein, and in an amount of One Hundred Percent (100%) of the total amount of the contract value concurrent with execution of the contract. In addition, upon completion of the project and acceptance by the District and Brevard County, the successful Proposer will be responsible for providing: (i) a one (1) year maintenance bond to the District and Brevard County in the amount of Fifteen Percent (15%) of the of the total amount of the contract value.

SECTION 5. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt of Documents and Proposal Signature Form. If the Proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

II. PROPOSAL SUBMISSION PACKAGE

SECTION 6. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof. The Proposer agrees to accept the site in an "as is" condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

SECTION 7. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

SECTION 8. QUALIFICATIONS OF THE PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District. Furthermore, the proposer shall submit satisfactory evidence that the Proposer meets the following minimum qualifications:

- A. Proposer will have constructed bulkhead improvements similar in quality and scope within the 2018-2020 calendar years. Reference name and contact information will be required for each project; and
- B. Proposer is authorized to do business in the State of Florida.
- C. Proposer is registered with Brevard County and is a licensed contractor in the State of Florida.

SECTION 9. SUBMISSION OF ONLY ONE PROPOSAL. Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 10. INTERPRETATIONS AND ADDENDA. Any and all questions relative to this project shall be directed in writing only to Rey Malave by email to rmalave@dewberry.com no later than five business days prior to bid due date or **Month ##, 2020, at 4:00 p.m.** Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda e-mailed, faxed or otherwise delivered to all parties recorded as having received the Proposal Documents. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors – the Proposer shall be responsible for all queries.

SECTION 11. SUBMISSION OF PROPOSALS. Submit one original and eight (8) copies of the proposal forms, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. Bid submittals must include an electronic form of the Schedule of Values reflecting the unit pricing and total bid amount. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, “RESPONSE TO REQUEST FOR PROPOSALS – STORMWATER POND BULKHEAD IMPROVEMENTS” on the face of it.

SECTION 12. PROPOSAL MODIFICATION. Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time proposals are due.

SECTION 13. PROPOSAL SUBMISSION PACKAGE. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgement of receipt of all Addenda (the number of which must be filled in on an Acknowledgement Form). In making its Proposal, each Proposer represents that it has read and understands the Proposal Documents and that the Proposal is made in accordance therewith, including verification of the contents of the Proposal package against the Table of Contents.

SECTION 14. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so.

SECTION 15. INSURANCE. All Proposers shall include as part of their Proposal a current Certificate of Insurance detailing the company’s insurance coverage. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District and its staff, employees, officers, agents and supervisors as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 16. INDEMNIFICATION. The successful Proposer shall fully indemnify and hold harmless the District, project owner and its staff, employees, officers, agents and supervisors from

and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract Documents provided herein.

SECTION 17. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability beyond the statutory waiver contained in section 768.28, *Florida Statutes*, or other statute or law.

SECTION 18. LIQUIDATED DAMAGES. Should the Contractor or, in case of his default, the Surety fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the District, the Proposer, in case of his default, the Surety shall pay to the District, not as a penalty but as liquidated damages, the amount of \$1,000.00 per calendar day beyond substantial completion

SECTION 19. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Proposal Documents:

- A. Completed price proposal. Please note the form Proposal included under Tab III (A) of this Project Manual requires the attachment of certain bid forms included within the Project Manual.
- B. List position or title and corporate responsibilities of key management or supervisory personnel. Proposer should include resumes for each person listed.
- C. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature. Proposer should include resumes with applicable certifications.
- D. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. Highlight previous or currently contracted work with other community development districts.
- E. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance.
- F. Completed copies of all other forms included within the Proposal Documents.

SECTION 20. PROTESTS. Any protest regarding the Proposal Documents, including the evaluation criteria, specifications or other requirements contained in the Request for Proposal, must be filed in writing, at the offices of the District Manager, Filing will be perfected and deemed to have occurred upon receipt by the **District Manager, Jason Showe, Governmental Management Services, Central Florida, 219 E. Livingston St, Orlando, FL 32801**, within seventy-two (72) hours after the Project Manual is made available to qualified contractors. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7)

calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any provision in any document included in the Project Manual, including but not limited to, plans, specifications or Contract Documents.

SECTION 21. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the project as demonstrated by the documentation provided by the Proposer and reference checks of the Proposer's clients. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced proposal.

SECTION 22. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 23. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

SECTION 24. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

SECTION 25. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

II. PROPOSAL SUBMISSION PACKAGE

PART II.A. PROPOSAL SIGNATURE FORM

OFFICIAL PROPOSAL SIGNATURE FORM
VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
STORMWATER POND BULKHEAD IMPROVEMENTS
BREVARD COUNTY, FLORIDA
TO BE SUBMITTED TO:

VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
Dewberry Engineers, Inc.
Attn: Rey Malave
800 North Magnolia Ave., Suite 1000
Orlando, FL 32803
Due by x:xx p.m., Day, Month ##, 2020

TO: VIERA EAST COMMUNITY DEVELOPMENT DISTRICT

FROM: _____
(Name of Proposer)

In accordance with the Request for Proposals inviting proposals for Viera East Community Development District – Construction Services for STORMWATER POND BULKHEAD IMPROVEMENTS the undersigned proposes to provide all work necessary to install and construct the improvements including but not limited to: project construction site work for the construction and installation of Stormwater Pond Bulkhead Improvements, which improvements consist of, but are not limited to, installation of approximately 1,200 feet of bulkheads at 5 different site locations, demolition of portions of the existing walls, installation of new drains, and related appurtenances, all as more specifically set forth in the Project Manual and engineering plans and specifications contained therein, as prepared by: Dewberry Engineers, Inc., dated Month ##, 2020.

All Proposals shall be for complete Work in accordance with the Plans. Qualified or partial Proposals will be considered non-responsive.

PRICE

Proposer submits that it can perform the work described in this Project Manual for a Total Lump Sum Price of _____ (\$) as more specifically described in the Proposal Summary.

The undersigned Proposer, having a thorough understanding of the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having knowledge of the expense and difficulties attending performance of the Work, and having fully inspected the site in all particulars, hereby proposes and agrees, if this Proposal is accepted, to enter into the Construction Contract with the Owner to fully perform all Work in strict compliance with the Contract Documents, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Project and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation facilities, labor, superintendence and services required to perform the Work; and bonds, insurance, submittals; and all fees including without limitation permits, timber taxes, inspection fees, maintenance bonds, as-builts and plats as needed for dedication, etc., as indicated or specified in the Contract Documents to be

performed or furnished by Proposer for the LUMP SUM PRICES as indicated in the Proposal Summary.

TIME

Proposer submits that it can reach Substantial Completion of the work described in this Project Manual within Sixty (60) days of the issuance of a Notice to Proceed.

The undersigned Proposer agrees to commence work within thirty (30) days after the date of a written Notice to Proceed. The undersigned Proposer agrees that this Proposal shall be valid for a period of one hundred twenty (120) days from the date proposals are due. Proposer hereby acknowledges that any work provided and any cost incurred by Proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at Proposer's risk unless specifically agreed to in writing by the District.

DOCUMENTS AND ADDENDA

The Proposer submits that he has carefully examined the site of the proposed Work and the existing conditions, as well as the drawings and specifications. Also, Proposer has thoroughly reviewed the Request for Proposal, Instructions to Proposers, Evaluation Criteria, Standard Form of Agreement, Amendments, General Conditions, Supplementary Conditions, the Plans, the Specifications and all other components of the Contract Documents and acknowledges that the following addenda covering revisions to thereto, and the cost, if any, of such revisions has been included in the enclosed Pricing Amount(s).

Addendum No. _____ Dated: ____/____/____

Addendum No. _____ Dated: ____/____/____

Addendum No. _____ Dated: ____/____/____

Addendum No. _____ Dated: ____/____/____

(Signed)

(Print Name of Signatory)

This _____ day of _____, 2020. (Corporate Seal)

Sworn to before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2020.

(Notary Seal)

Notary Public/ Expiration Date

II. PROPOSAL SUBMISSION PACKAGE

PART II.C. ORGANIZATIONAL INFORMATION OF PROPOSER

**ORGANIZATION INFORMATION OF PROPOSER
VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
STORMWATER POND BULKHEAD IMPROVEMENTS
BREVARD COUNTY, FLORIDA**

DATE SUBMITTED: _____, 2020

1. Proposer _____
(Company Name) ☐ / ☐ A Individual
☐ / ☐ A Partnership
☐ / ☐ A Limited Liability Company
☐ / ☐ A Corporation
☐ / ☐ A Subsidiary Corporation

2. Proposer's Parent Company Name (if applicable) _____

3. Proposer's Parent Company Address (if applicable)

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

4. Proposer Company Address (if different)

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

5. Is the Proposer incorporated in the State of Florida? Yes () No ()

5.1 If yes, provide the following:

Is the Company in good standing with the Florida Department of State, Division of Corporations?

Yes () No ()

If no, please explain _____

Date Incorporated _____ Charter No. _____

5.2 If no, provide the following:

The state in which the Proposer company is incorporated _____

Is the company in good standing with the state? Yes ☐ No ☐

If no, please explain _____

Date incorporated _____ Charter No. _____

6. Is the Proposer company a registered or licensed contractor with the State of Florida? Yes ☐ No ☐

6.1 If yes, provide the following:

Type of registration (i.e. certified general contractor, certified electrical contractor, etc.)

License No. _____ Expiration Date _____

Qualifying Individual _____ Title _____

List company(ies) currently qualified under this license _____

6.2 Is the Proposer company a registered or licensed Contractor with Brevard County?
Yes ☐ No ☐

6.3 Has the Proposer company performed work for a community development district previously?
Yes ☐ No ☐

7. Name of Proposer's Bonding Company _____

Address _____

Approved Bonding Capacities:	Aggregate Limit	\$ _____
	Single Project Limit	\$ _____
	Total Current Contracts Bonded	\$ _____

8. Name of Proposer's Bonding Agency _____

Address _____

Contact Name _____ Telephone _____

9. List the Proper's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (1) _____
(2) _____, (3) _____.

10. What are the Proposers' company's current insurance limits?

II. PROPOSAL SUBMISSION PACKAGE

General Liability \$ _____
 Automobile Liability \$ _____
 Workers Compensation \$ _____
 Expiration Date _____

11. Has the Proposer company been cited by OSHA for any job site or company office/shop safety violations in the past two years? Yes ☐ No ☐

If yes, please describe each violation fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes ☐ No ☐

If yes, please describe the incident: _____

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes ☐ No ☐

If so, state the name(s) of the company(ies) _____

The state, local or federal entity(ies) with whom barred or suspended _____

State the period(s) of debarment or suspension _____

13. What is the construction experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF CONSTRUCTION EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?

14. Have you ever failed to complete any work awarded to you? Yes ☐ No ☐

If so, where and why? _____

15. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract? Yes ☐ No ☐

If so, state name of individual, other organization and reason therefore _____

16. List any and all litigation to which the organization has been a party in the last five (5) years.

17. Has organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes ☐ No ☐

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

18. Within the past five (5) years, has organization failed to complete a project within the scheduled contract time? Yes ☐ No ☐

If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

19. List all projects currently under contract, with a remaining contract amount of over \$100,000.00 (excluding retainage) and with an expected remaining contract duration in excess of 120 days (to substantial completion).

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Viera East Community Development District or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Viera East Community Development District should qualify the Proposer for providing a Proposal for its construction projects, including such matters as the Proposer's ability, standing integrity, quality of performance, efficiency and general reputation.

By: _____

(Type Name and Title of Person Signing)

This _____ day of _____, 2020.

(Corporate Seal)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online
notarization this _____ day of _____, 2020, by _____.

[Notary Seal]

Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

CORPORATE OFFICERS

Company Name _____

Date _____

Provide the following information for Officers of the Proposer and parent company, if any.

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

SUPERVISORY PERSONNEL

Company Name _____

Date _____

What is the experience of the key management and supervisory personnel of the Proposer company for both administration as well as operations? (Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

COMPANY OWNED MAJOR EQUIPMENT
(Attach additional sheets if necessary)

Company Name _____

Date _____

[illegible]

STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)

Company Name _____

Date _____

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

				PROPOSER'S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand				\$				

PROJECTS COMPLETED BY PROPOSER IN THE LAST TWO YEARS

Company Name _____

Date _____

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

PROJECT NAME/ LOCATION	FINAL CONTRACT AMOUNT	PRIME OR SUB ¹	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/ LOCATION ²	NAME & PHONE NUMBER OF OWNER'S REPRESENTATIVE ON THIS PROJECT ³

¹ 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

² 'Owner Name/Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

³ 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

*****END OF ORGANIZATIONAL INFORMATION FORM*****

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**PART II.D. CERTIFICATE OF CORPORATE
PRINCIPAL/AFFIDAVIT OF PROPOSER**

CERTIFICATE AS TO CORPORATE PRINCIPAL
VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
STORMWATER POND BULKHEAD IMPROVEMENTS
BREVARD COUNTY, FLORIDA

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that _____ who signed the said bond on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and on behalf of said Corporation by authority of its governing body.

Secretary

Corporate Seal

STATE OF _____)
COUNTY OF _____) SS

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the surety named therein in favor of Viera East Community Development District.

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2020, by _____, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____ (SEAL)

(Attach Power of Attorney to original Proposal Bond and Financial Statement of Surety Company)

AFFIDAVIT FOR INDIVIDUAL
VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
STORMWATER POND BULKHEAD IMPROVEMENTS
BREVARD COUNTY, FLORIDA

STATE OF _____)
)
COUNTY OF _____) SS

_____, being duly sworn, deposes and says that the statements and answers to the questions concerning experience contained herein are correct and true as of this date; and that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitute fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Proposer must also sign here)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2020, by _____, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____ (SEAL)

AFFIDAVIT FOR PARTNERSHIP
VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
STORMWATER POND BULKHEAD IMPROVEMENTS
BREVARD COUNTY, FLORIDA

STATE OF _____)
COUNTY OF _____) SS

_____, is a member of the firm of _____,
being duly sworn, deposes and says that the statements and answers to the questions of the foregoing
experience questionnaire are correct and true as of the date of this affidavit; and, that he/ she understands
that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud;
and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting
Proposer's proposal.

(Signature of a General Partner is Required)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online
notarization this _____ day of _____, 2020, by _____, of the _____
_____ who is personally known to me or who has produced _____
_____ as identification and who did (did not) take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____(SEAL)

AFFIDAVIT FOR CORPORATION
VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
STORMWATER POND BULKHEAD IMPROVEMENTS
BREVARD COUNTY, FLORIDA

STATE OF _____)
COUNTY OF _____) SS

(title) _____
of the _____,
(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Officer must also sign here)

CORPORATE SEAL

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2020, by _____, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____ (SEAL)

**PART II.E. SWORN STATEMENT REGARDING
DISCRIMINATION**

**SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,
ON DISCRIMINATION**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Viera East Community Development District
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I understand that a "discrimination" or "discriminated" as defined in section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.

3. I understand that "discriminatory vendor list" as defined in section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to section 287.134(3)(d), *Florida Statutes*.

4. I understand that "entity" as defined in section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

5. I understand that an "affiliate" as defined in section 287.134(1)(a), *Florida Statutes*, means:
 1. A predecessor or successor of an entity that discriminated; or
 2. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity
6. I understand that, pursuant to section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the

construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- ___ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.
- ___ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

Signature by authorized representative of Proposer

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2020, by _____ of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____ (SEAL)

**PART II.F. SWORN STATEMENT REGARDING
PUBLIC ENTITY CRIMES**

SWORN STATEMENT ON PUBLIC ENTITY CRIMES
PURSUANT TO SECTION 287.133(2)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Viera East Community Development District
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

2. I understand that a "public entity crime" as defined in section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in section 287.133(1)(a), *Florida Statutes*, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in section 287.133(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts

or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization
this _____ day of _____, 2020, by _____, of the _____
_____ who is personally known to me or who has produced _____
as identification and who did (did not) take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____ (SEAL)

PART II.G. TRENCH SAFETY AFFIDAVIT

TRENCH SAFETY ACT COMPLIANCE STATEMENT
VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
STORMWATER POND BULKHEAD IMPROVEMENTS
BREVARD COUNTY, FLORIDA

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the Project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. All Proposers are required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Project's Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be: _____ Dollars (Written)
\$ _____ (Figures).
3. The amount listed above has been included within the Proposal.

Dated this _____ day of _____, 2020.

Proposer: _____

By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2020, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

[Notary Seal]

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

TRENCH SAFETY ACT COMPLIANCE COST STATEMENT

**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
STORMWATER POND BULKHEAD IMPROVEMENTS
BREVARD COUNTY, FLORIDA**

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that all Proposers submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Proposal.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, proposer acknowledges that included in the various items of its Proposal and in the total Proposal price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Proposer further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
Project Total			

Dated this _____ day of _____, 2020.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2020, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

¹ Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

PART II.H. AFFIDAVIT OF NON-COLLUSION

AFFIDAVIT OF NON-COLLUSION
VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
STORMWATER POND BULKHEAD IMPROVEMENTS
BREVARD COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF _____

I, _____, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a _____ (officer or principal) in the firm of _____, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this _____ day of _____, 2020.

Signature by authorized representative of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2020, by _____ of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____ (SEAL)

PART II.I. SUMMARY OF COSTS AND SCHEDULE

PART III. FORM OF AGREEMENT (AIA)

**PART III.A. COMMUNITY DEVELOPMENT DISTRICT
PROVISIONS.**

COMMUNITY DEVELOPMENT DISTRICT PROVISIONS

1. Nothing contained herein or in the AIA A104 Standard Abbreviated Form of Agreement Between Owner and Contract (the "Contract") shall constitute a waiver of sovereign immunity by Owner above the statutory limits set forth in Section 768.28, Florida Statutes.
2. Should the Contract be executed prior to issuance of the Community Development District bonds, all payments made or to be made by the Owner pursuant to the Contract shall be subject to annual budget and appropriations by the Viera East Community Development District ("VECDD").
3. Upon issuance of the Community Development District bonds, all payments made or to be made by the Owner pursuant to the Contract shall be subject to the invoice and requisition process established under the bond indenture up to the stipulated sum of the Contract.
4. The Contractor may not transfer, sell or assign the Contract voluntarily or involuntarily (directly or indirectly, whether by operation of law or otherwise, including by merger stock or asset sale or otherwise) without the prior written consent of the Owner and prior approval of the VECDD Board of Supervisors. The Contract understands and agrees that the VECDD Board of Supervisors may, at its sole discretion, withhold such approval. If the Contractor attempts to make such an assignment without such consent, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract.
5. There shall be no personal liability on the party of any employee, officer, or board member of the VECDD and/or the VECDD Board of Supervisors, arising from or relating to the Contract and the Owner's performance thereof.
6. The Contractor understands and agrees that the VECDD, at its sole discretion, and with notice to the Contractor, may purchase directly goods and materials that are to be incorporated into the project in order to benefit from any tax savings related thereto. Any such direct purchases by the VECDD must be based on specifications provided by the Contractor and/or the Engineer, where applicable. The Contract price (stipulated sum) is to be reduced dollar for dollar with any resulting tax savings.
7. The Owner shall require that all Change Orders pursuant to Article 13 must be approved in writing by the Engineer, and if such Change Order shall result in an increase in the project's stipulated sum, then in writing additionally by the VECDD Manager and Chair Person
8. The Contract understands and agrees that its performance, including its maintenance of the project site, shall be subject to any rules or advisements of the Florida Department of Business and Professional Regulation and the Florida Public Health Department (including without limitation the provision of wash stations, sanitization, etc.). The Contractor shall ensure that neither it, nor any of its subcontractors or suppliers, shall

knowingly allow anyone infected with the Covid-19 virus on the project site. Should any the presence of any such individual be discovered, the Contractor shall immediately remove such individual from the project site and notify the Owner and VECDD of same. The Contractor, including its subcontractors and suppliers, shall hold the Owner and VECDD harmless should any of its employees become infected with the Covid-19 virus while working within the boundaries of the VECDD.

**PART III.B. STANDARD ABBREVIATED FORM OF
AGREEMENT (AIA® Document A104TM – 2017).**

DRAFT AIA® Document A104™ - 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«(O)»
«(O)»

and the Contractor:
(Name, legal status, address and other information)

«(C)»

for the following Project:
(Name, location and detailed description)

«(P)»
«(P)»

The ~~Architect~~ Engineer:
(Name, legal status, address and other information)

«(E)»

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
 - 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
 - 3 CONTRACT SUM
 - 4 PAYMENT
 - 5 DISPUTE RESOLUTION
 - 6 ENUMERATION OF CONTRACT DOCUMENTS
 - 7 GENERAL PROVISIONS
 - 8 OWNER
 - 9 CONTRACTOR
 - 10 ARCHITECTENGINEER
 - 11 SUBCONTRACTORS
 - 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
 - 13 CHANGES IN THE WORK
 - 14 TIME
 - 15 PAYMENTS AND COMPLETION
 - 16 PROTECTION OF PERSONS AND PROPERTY
 - 17 INSURANCE AND BONDS
 - 18 CORRECTION OF WORK
 - 19 MISCELLANEOUS PROVISIONS
 - 20 TERMINATION OF THE CONTRACT
 - 21 - CLAIMS AND DISPUTES
- EXHIBIT A DETERMINATION OF THE COST OF THE WORK – NOT USED

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[« »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

«»

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

☒ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ Stipulated Sum, in accordance with Section 3.2 below

☐ Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

Item	Price
------	-------

§ 3.2.4 For Change Order Work or Construction Change Directives as to which unit pricing in accordance with the Agreement is not the agreed upon pricing method, amounts payable or deductible, as the case may be, for combined overhead and profit shall be _____ Percent (_____ %) of the aggregate net change in the cost of the Work attributable to changes.

§ 3.3 Cost of the Work Plus Contractor's Fee~~Intentionally deleted~~

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.~~Intentionally deleted.~~

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)~~Intentionally deleted.~~

§ 3.4 ~~Intentionally deleted.~~ Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 ~~Intentionally deleted.~~ The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 ~~Intentionally deleted.~~ The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 ~~Intentionally deleted.~~ Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed _____ (\$ _____), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 ~~Intentionally deleted.~~ The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4.3.3 ~~Intentionally deleted.~~ Unit Prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.4.3.4 ~~Intentionally deleted.~~ Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ 3.4.3.5 ~~Intentionally deleted.~~ Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ 3.4.3.6 ~~Intentionally deleted.~~ To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 ~~Intentionally deleted.~~ The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

The Contractor acknowledges and agrees that the Owner will suffer damages if the Contractor does not achieve Substantial Completion of the Work within the Contract Time. The specific damages for delay in timely achieving Substantial Completion of the Work within the Contract Time are difficult to determine at this time but the parties agree that the liquidated damages for delayed Substantial Completion specified in this Section 3.5 represent a reasonable estimate of the damages the Owner will incur for each day of delay beyond the Contract Time and bear a reasonable relationship to the Owner's risk of loss. Accordingly, as liquidated damages, and not as a penalty, the Contractor shall pay to the Owner liquidated damages in the daily amount of AND 00/100 Dollars (\$.00) for each day of delay in achieving Substantial Completion of the Work beyond the Contract Time. The Owner may deduct liquidated damages prescribed in this Section 3.5 from any unpaid amounts then or thereafter due the Contractor under the Contract Documents. Any liquidated damages not so deducted shall be payable to the Owner by the Contractor upon demand by the Owner plus interest from the date of demand at the rate specified in Section 4.1.5 of this Agreement. It is further mutually understood and agreed that the Owner's assessment of liquidated damages for delays is intended to compensate the Owner solely for the Contractor's failure to timely achieve Substantial Completion of the Work and shall not release the Contractor from liability from any other breach of the requirements of the Contract Documents. If the liquidated damages set forth in the Contract are determined by a court or arbitrator of competent jurisdiction to be unenforceable for any reason, then the Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of the Contractor's failure to timely achieve Substantial Completion of the Work. If the Contractor disputes any liquidated damages to which the Owner asserts it is entitled, the Contractor may make a Claim in accordance with the terms of the Contract.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment ~~submitted to the Architect to be submitted on AIA Form G702-703 or in such other format as may be approved in writing by the Owner and all other required supporting documentation and information submitted to the Owner and the Engineer~~ by the Contractor and Certificates for Payment issued by the Architect, Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, month,~~ or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 15 day of a month, Owner not later than the 15 day of a month for which payment is requested, the Owner shall make payment of the certified amount to the Contractor not later than the 15 day of the 10 day of the 10 month. If an Application for Payment or any required backup is received by the Architect-Owner after the date fixed above, payment shall be made by the Owner not later than 15 days after the Architect receives the Application for Payment. () calendar days after the Owner receives the Application for Payment and all required backup. (Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.3.1 The Contractor shall submit to the Owner before the first Application for Payment, all certificates or policies of insurance required by the Contract Documents and a listing of all Subcontractors (awarded at that time). Additionally, the Contractor must update its list of Subcontractors and suppliers on a monthly basis and deliver it to the Owner and the Engineer with the Contractor's Applications for Payment.

§ 4.1.3.2 In addition to other required items, as a strict condition precedent to the Owner's obligation to make payment pursuant to an Application for Payment, the Contractor shall submit, all in form and substance reasonably satisfactory to the Owner and in compliance with applicable statutes of the State of Florida: (i) a duly executed and notarized partial release of lien from the Contractor and every Subcontractor, supplier and laborer under Contractor of every tier potentially having lien rights for labor, materials, equipment, and any other items and services furnished for the Project, in the form attached hereto as Exhibit D1, effective through the end of the period for which payment is sought in the Contractor's current Application for Payment; and (ii) such other information, documentation, and materials as the Owner may require.

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

[Redacted text block]

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract, including completion of all punch list items and final cleanup and restoration (including removal of all excess materials, rock, sand, paving, and miscellaneous debris, supplies, equipment, and trailers), except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Engineer in accordance with Section 15.7.1.
- .4 the Contractor has delivered to the Owner final, fully consolidated, accurate and legible record Drawings in PDF format (or such other format as may be acceptable to the Owner);

- .5 the Contractor has delivered to the Owner a complete list of Subcontractors and principal suppliers on the Project, including addresses and telephone numbers certified by an officer of the Contractor as complete, true and accurate;
- .6 the Contractor has delivered to the Owner a duly-executed and notarized Final Payment Affidavit in statutory form showing all lienors have been paid in full;
- .7 the Contractor has submitted to the Owner a Final Release and Waiver of Lien in the form attached hereto as Exhibit D2 completed and duly-executed before a notary by the Contractor and every Subcontractor, supplier and laborer of every tier under Contractor potentially having lien rights for labor, materials, equipment, and any other items and services furnished for the Project;
- .8 all warranties and guarantees required under or pursuant to the Contract Documents have been assembled and delivered by the Contractor to the Owner; and
- .9 the Owner has received any and all other documentation required by the Contract.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows: completion or satisfaction of all conditions precedent to final payment set forth above in Section 4.2.1.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 21.6 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

§ 5.2 WAIVER OF JURY TRIAL

To the extent allowed by applicable laws, the Owner and the Contractor expressly covenant and agree to waive the right to trial by jury in connection with any litigation or judicial proceeding related to or concerning, directly or indirectly, this Agreement, the Work, or the conduct, omission, action, obligation, duty, right, benefit, privilege or liability of a party. This waiver of right to trial by jury is separately given and is knowingly, intentionally and voluntarily made by the parties, and both acknowledge that separate and good and valuable consideration has been provided by each for this waiver. The parties have had an opportunity to seek legal counsel concerning this waiver. This waiver is intended to and does encompass each instance and each issue as to which the right to a jury trial would otherwise accrue. The parties further certify and represent to each other that no employee, representative or agent of the Contractor or the Owner (including their respective counsel) has represented, expressly or otherwise, to the Contractor or the Owner or to any agent or representative of the Contractor or the Owner (including their respective counsel) that they will not seek to enforce this waiver of right to jury trial. This waiver shall apply to this Agreement and any future amendments, supplements or modifications hereto.

§ 5.3 CHAPTER 558 OPT-OUT

THE PARTIES EXPRESSLY AGREE THAT THE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES, SHALL NOT APPLY TO THIS AGREEMENT OR ANY DISPUTE RELATING TO IT OR THE PROJECT.

§ 5.4 ATTORNEYS' FEES

In any suit, action, or other proceeding, including trial, arbitration or bankruptcy, arising out of or in any manner relating to this Agreement or the Contract Documents, including: (a) the enforcement or interpretation of either party's rights or obligations under this Agreement or the Contract Documents, whether in contract, tort, or both, or (b) the declaration of any rights or obligations under this Agreement or the Contract Documents, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorneys' fees and legal costs from the losing party.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
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§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 6.1.6 The Addenda, if any:

Community Development District Provisions Addenda

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

☐ Exhibit A, Determination of the Cost of the Work.

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this Agreement.)

[] The Sustainability Plan:

Title	Date	Pages

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

Exhibit A – NOT USED

Exhibit B Drawings and Specifications

Exhibit C Initial Schedule of Values

Exhibit D1 Form of Waiver and Release of Lien - Progress Payment

Exhibit D2 Form of Waiver and Release of Lien - Final

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect-Engineer. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the ~~Contract for Construction~~ “Contract for Construction” or the “Contract”. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. However, to the extent the Contractor has performed Work within the scope of this Agreement before execution of this Agreement all rights and liabilities of the parties for performance of the prior Work are merged and included within and shall be governed by the terms and conditions of this Agreement. All compensation paid for prior Work performed by the Contractor or its Subcontractors related to the Project is included in the Contract Sum and the Owner shall have no obligation or liability to the Contractor for prior work separate and apart from the terms and conditions of this Agreement. For the avoidance of doubt, no sums are due for any work, services, or material provided prior to execution of this Agreement. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.2.1 In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Modifications and (b) this Agreement, including the Exhibits. Except as otherwise provided, among categories of documents having the same order of precedence, the provision or requirement conferring the greatest benefit upon the Owner as determined by the Owner shall control and take precedence. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency.

§ 7.3 The Work

The term ~~“Work”~~ “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s ~~obligations~~ obligations to construct the entire Work shown on the Drawings and Specifications and all Work that is reasonably inferable therefrom as being necessary to achieve the indicated results. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the ~~Architect and the Architect's Engineer and the Engineer's~~ consultants under their respective professional services agreements. Instruments of Service may ~~include, include,~~ without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The ~~Architect and the Architect's Engineer and the Engineer's~~ consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including ~~copyrights, copyrights,~~ subject to rights of the Owner under its agreement with the Engineer. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the ~~Architect's or Architect's Owner's, Engineer's or Engineer's~~ consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7 solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the ~~Owner, Architect and the Architect's consultants, Owner, Engineer and~~ the Engineer's consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The ~~parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data. Contractor shall be bound by protocols, if any, that the Owner and the Engineer agree to.~~

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, ~~by courier, or by electronic transmission in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below, or reputable overnight delivery services, with proof of delivery, or by electronic transmission, sent to the intended addressee at the address set forth in the Agreement, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt of refusal to accept delivery, or, in the case of electronic transmission, as of the date of the electronic transmission.~~

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

~~Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the~~ The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect-Engineer and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. ~~The Owner shall incur no liability for delays occasioned by any stop work order issued in accordance with this Section.~~

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ~~ten-day-three-day~~ period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect-neglect and deduct the reasonable cost thereof, including the Owner's expenses and compensation for the Engineer's additional services made necessary thereby, plus markup of ten percent (10%), from the payment then or thereafter due the Contractor. The Engineer may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment Payment, or the Owner may, pursuant to Section 15.4.3 withhold payment or recover from the Contractor, or offset for, payment previously made, in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's-Engineer's additional services made necessary by such

default, neglect, or failure. If the Contractor disagrees with the actions of the ~~Owner or the Architect-Owner~~ or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the condition and limitations under which the Work is to be performed, including (i) the location, condition, layout, and nature of the Project site, existing improvements, and surrounding areas, (ii) anticipated labor supply and costs, and (iii) availability and cost of materials, tools, and equipment. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this or any other section or provision of this Agreement.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the ~~Architect-Engineer~~ any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the ~~Architect-Engineer~~ may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the design professionals engaged by the Owner, or the work installed by other contractors, is not guaranteed by the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public ~~authorities, authorities~~, but the Contractor shall promptly report to the ~~Architect-Engineer~~ any nonconformity discovered by or made known to the Contractor as a request for information in such form as the ~~Architect may require. Engineer may require.~~

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the written consent of the Owner, after evaluation by the ~~Architect-Engineer~~ and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and ~~Architect-Engineer~~ that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3. In addition to and not in lieu of the foregoing warranties, the Contractor hereby (a) assigns to the Owner (on a non-exclusive basis) any and all manufacturer's, supplier's, and Subcontractor's warranties relating to materials and equipment used in the Work, (b) agrees to perform the Work in such manner so as to preserve any and all such warranties, and (c) further agrees to deliver all documentation of such warranties to the Owner no later than at the time the Contractor submits its final Application for Payment.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public ~~authorities, authorities~~, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Allowance amounts, if any, shall be adjusted via Change Order or Construction Change Directive prior to final payment based on actual substantiated costs incurred.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and ~~Architect-Engineer's~~ information a Contractor's construction schedule for the Work. The schedule shall be updated at appropriate intervals required by the conditions of the Work. The construction schedule and all updates thereto shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and ~~Architect-Engineer~~, provided, however, no such schedule update shall modify the Contract Time without the Owner's written consent.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the ~~Architect-Engineer and the Owner~~ Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents or requested by the Engineer or the Owner in coordination with the Contractor's construction schedule and in such sequence as to allow the ~~Architect-Engineer (and the Owner, at the Owner's election)~~ reasonable time for

review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and ~~Architect-Engineer~~ that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the ~~Architect-Engineer~~ will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other ~~Party. The Architect-Party. The Engineer~~. The ~~Engineer~~ will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The ~~Architect's-Engineer's~~ review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the ~~Architect-Engineer~~ will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

§ 9.10.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Only materials and equipment that are to be used directly in the Work itself shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored on the Project site from weather, theft, and damage is solely the responsibility of the Contractor. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 9.10.2 The Contractor shall use best efforts to minimize any interference with the occupancy or beneficial use of any areas and buildings adjacent to the site of the Work. The Contractor shall not permit any workers to use any existing facilities at the Project site, including elevators, lavatories, toilets, entrances, and parking areas other than those specifically agreed by the Owner in writing.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide ~~the Owner and Architect~~ the Owner, the Engineer, and other persons designated by the Owner with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and ~~Architect-Engineer~~ harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or ~~Architect-Engineer~~. However, if an

infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect, Owner and Engineer.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, indemnify, defend (at Owner's request with counsel reasonably acceptable to the Owner) and hold harmless the Owner, its members, managers, and affiliates, and the respective officers, directors, agents, employees, successors and assigns of any of them, as well as the Viera East Community Development District and its Board of Supervisors (collectively, "Indemnitees"), from and against any and all claims, liabilities, damages, losses, and expenses, including attorneys' fees (collectively, "Indemnity Claims"), arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death (the Contractor's employees included), or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent (including loss of use), but only to the extent caused, in whole or in part, by the negligent, reckless or intentionally wrongful acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, or any of the Contractor's Subcontractors, suppliers, or agents of any tier or their respective employees, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1 that would otherwise exist as to an Indemnitee. The Owner and the Contractor acknowledge and agree that Section 725.06, Florida Statutes, does not require a monetary limitation on the extent of the indemnification provisions of this Section 9.15.1. If, notwithstanding this agreement, a monetary limitation on the extent of indemnification is deemed necessary to enforce any indemnification provision contained in the Contract, the specifications for the Project shall be deemed to include a monetary limitation on the extent of the indemnification required by said provision equal to the greater of, on a per occurrence basis: (a) two (2) times the Contract Sum, or (b) the amount of all deductibles and self-insured retentions applicable to the Contractor's insurance policy or policies applicable to such Indemnity Claim(s) plus the amount of insurance proceeds paid or payable under the Contractor's insurance policy or policies applicable to such Indemnity Claims, and the Contractor and the Owner expressly agree that this monetary limit bears a reasonable commercial relationship to the Contract. The Contractor's indemnification obligations under this Agreement, including those in this Section, shall be deemed to fully comply with Section 725.06, Florida Statutes, to the extent applicable, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of this Agreement is determined not to be in compliance with Section 725.06, Florida Statutes, to the extent applicable, including any amendments thereto, it shall be deemed stricken and the remaining words, clauses, and provisions shall remain in full force and effect. To the greatest extent permitted by applicable laws, the Contractor waives for itself and its insurers any and all claims that the indemnification obligations under the Contract violate applicable laws.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 9.15.3 The duty of the Contractor to indemnify and hold harmless the indemnified parties includes the separate and independent duty to defend the indemnified parties, which duty arises immediately upon receipt by the Contractor of the tender of any indemnity claim from an indemnified party which under the written content of the claimant's description of its claim reasonably appears to be within Contractor's indemnification obligation. The Contractor's obligation to defend the indemnified parties shall be at Contractor's sole expense. The Contractor shall respond within fifteen (15) calendar days to the tender of any indemnity claim for defense and/or indemnity by an indemnified party, unless the indemnified party agrees in writing to an extension of this time. The defense provided to the indemnified parties by Contractor shall be by well qualified, adequately insured and experienced legal counsel reasonably acceptable to Owner. By proceeding to defend an indemnity claim, the Contractor shall not be deemed to have admitted to an obligation to provide indemnification and defense and the Contractor may provide a defense under a written reservation of rights.

ARTICLE 10 ARCHITECT/Engineer

§ 10.1 The Architect/Engineer will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during ~~construction, construction~~ until the date the Architect/Engineer issues the final Certificate for Payment. ~~The Architect Payment. The Engineer~~ will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 ~~Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld. At the Owner's discretion, the duties of the Engineer described herein, other than those duties that require licensure as an architect under applicable laws, may be performed by the Owner or the Owner's representative (e.g., the role of reviewing and certifying Applications for Payment and approving Change Orders).~~

§ 10.3 The Architect/Engineer will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in ~~general,~~ general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's/Engineer's evaluations of the Work and of the Contractor's Applications for Payment the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 ~~The Architect has authority to reject~~ Engineer shall promptly notify the Owner when it observes Work that does not conform to the Contract Documents and ~~to require the Engineer may recommend to the Owner inspection or testing of the Work.~~

§ 10.7 The Architect/Engineer will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect/Engineer will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. ~~The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith. Contractor, provided that requests by the Contractor for information or clarification must be in writing and indicate the specific Contract Documents in need of clarification and the nature of the clarification requested.~~

§ 10.9 The Architect's/Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect-Engineer of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect-Engineer has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall be in writing and shall (1) expressly identify the Owner as a third party beneficiary of the subcontract, (2) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect-Engineer, (3) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner, (4) incorporate the terms of this Agreement, (5) require that each of the Contractor's Subcontractors and materials suppliers incorporate the terms of this Agreement into their respective subcontracts and purchase orders related to the Project, (6) include the provision for waiver of trial by jury with respect to any and all claims arising out of the performance of any and all obligations under this Agreement and all subcontracts and purchase orders related to the Project, (7) conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee and shall not provide for retainage of less than ten percent (10%) without the prior consent of the Owner. The Contractor shall promptly submit to the Owner a copy of each subcontract upon execution of same.

§ 11.4 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that: (i) assignment is effective only after termination of the Contract by the Owner and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and (ii) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract. Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor for those obligations of the Contractor that accrue subsequent to the Owner's exercise of its right to take an assignment of such subcontract. Upon such assignment to the Owner under this Section 11.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" "~~Separate Contractor(s)~~" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate ~~Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.~~ Contractors.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of ~~delays, improperly timed activities, a Separate Contractor's delays that delay the critical path of the Work, a Separate Contractor's improperly timed activities that delay the critical path of the Work caused by a Separate Contractor, or damage to the Work, or~~ defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, ~~Contractor, and Architect, and Contractor, and, if required by the Owner, the Engineer,~~ or by written Construction Change

Directive signed by the Owner ~~and Architect~~ and, if required by the Owner, Engineer. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive. Except as permitted in this Article 13 or Section 15.4.5, a change in the Contract Sum or Contract Time shall be accomplished only by a Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration or addition to the Work, shall be a basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties in a Change Order signed by both the Contractor and the Owner or, in the case of a Construction Change Directive signed only by the Owner and Architect, and, if required by the Owner, the Engineer, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, ~~profit thereon at the rate specified in Section 3.2.4~~ unless the parties agree on another method for determining the cost or credit, ~~credit, and such adjustment of the Contract Sum shall be subject to preconditions and limitations of Article 14 and other applicable provisions of this Agreement.~~ Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The ~~Architect-Owner~~ will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the ~~Architect will prepare a Change Order. Contractor will prepare a Change Order.~~ Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time.

§ 13.3 The ~~Architect-Engineer~~, with the Owner's written consent, will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the ~~Architect-Engineer~~ and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and timely notice to the Owner and Engineer in accordance with Section 13.5 and, in any event, before conditions are disturbed.

§ 13.5 If the Contractor observes any circumstance that may, in its opinion, be a change in the scope of the Work that justifies a change to the Contract Sum or Contract Time or the Contractor otherwise becomes aware of the need for or desirability of a change in the Work, then the Contractor may submit a written Change Order Request ("COR") within ten (10) days after becoming aware of circumstance the Contractor believes constitutes a change, in a format acceptable to the Owner and Engineer, and must specify the reasons for such proposed change. The Contractor shall submit a written price proposal and any other required substantiating data within ten (10) days after delivery of the COR, including relevant circumstances and impacts on the schedule or within such later time, if any, agreed to in writing by the Owner. The Contractor may request additional compensation and/or time through a COR but not for instances that the Contractor knew or became aware of the grounds for the COR more than ten (10) days prior to the date the COR is submitted. Any such COR that is approved by the Owner will be incorporated in a Change Order or Construction Change Directive. The time periods in this Section 13.5 prevail over any conflicting time periods elsewhere in the Contract.

ARTICLE 14 TIME

§ 14.1 ~~Time limits stated in the Contract Documents are of the essence of the Contract.~~ Time is of the essence in the performance of the Contractor's obligations under the Contract, including the Contract Time and any milestone deadlines. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" or "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date ~~certified by the Architect~~ established in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by: (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, critical path of the Work by: (a) labor disputes, fire, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time casualties or other causes beyond the Contractor's control that the Owner determines justify delay (collectively, "Force Majeure Events"); (b) an act or neglect of the Owner or Engineer, or of an employee of either, or of a Separate Contractor employed by the Owner; (c) changes ordered in the Work by the Owner; or (d) delay authorized by the Owner pending mediation or other dispute resolution proceedings, then the Contract Time shall be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension of time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that the delay will occur, (iii) delays the critical path of the Work and is of a duration not less than one (1) day, and (iv) written notice is provided to the Owner in writing within five (5) working days after the Contractor recognizes or discovers such delay. Notwithstanding anything to the contrary in the Contract Documents, an extension of the Contract Time, to the extent permitted under this Section 14.5, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance or obstruction in the performance of the Work, (iii) loss of productivity, or (iv) other similar claims whether or not such delays are foreseeable, unless a delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference or a delay is caused by a Force Majeure Event exceeding fifteen (15) days in the aggregate (i.e. there shall be no increase in the Contract Sum for delays caused by Force Majeure Events unless the delays caused by Force Majeure Events exceed 15 days). In no event shall the Contractor be entitled to any compensation or recovery from the Owner in connection with any delay, for consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The extension of time provided for in Section 14.5 shall be the Contractor's sole remedy for any delay, with the exception of the additional cost provided in Section 14.6 below. To the extent the Contractor is entitled under the Contract Documents to an extension of time due to a delay, but the performance of the Work is independently suspended, delayed, or interrupted by a delay for which the Contractor is not entitled to an extension of time, the delay shall be deemed to be a "Concurrent Delay." In the case of a Concurrent Delay, the Contractor shall be entitled to an extension of the Contract Time but the Contractor shall not be entitled to any additional compensation whatsoever during the period of Concurrent Delay. The Contractor shall take all reasonable steps to mitigate the impact of any delays, however caused, regardless of whether the Contractor might otherwise be entitled to adjustment of the Contract Sum or Contract Time for such delays.

as the Architect may determine, subject to the provisions of Article 21. § 14.6 The Owner shall not be obligated or liable to Contractor for, and Contractor expressly waives any claims against Owner on account of, any damages, costs or expenses of any nature whatsoever which Contractor, its Subcontractors of any tier or any other person may incur as a result of any delays, interference, suspensions, rescheduling, changes in sequence, congestion, disruptions or the like arising from or out of any act or omission of Owner, it being understood and agreed that Contractor's sole and exclusive remedy in such event will be an extension of the schedule as provided for in Section 14.5, but only in accordance with the provisions of Section 14.5, and, if applicable an adjustment to the Contract Sum in accordance with this Section 14.6. An adjustment in the Contract Sum shall only be allowed for delays caused by the acts of the Owner constituting active interference with the Contractor's performance of the Work that continue after the Owner's receipt of written notice from the Contractor or delays caused by Force Majeure Events exceeding fifteen (15) days in the aggregate (but not for Concurrent Delays) and such adjustment under or pursuant to this Section 14.6 shall be limited to the increase, if any, of direct costs incurred by the Contractor in performing the Work as a result of that portion of such delay or delays that cause the Contract Time to be increased. Without limitation, direct costs do not include and the Contractor waives claims relating to damages, delay damages or time-related costs or damages, including, without limitation: (1) profit on the additional costs beyond those as allowed elsewhere in the documents,

(2) loss of anticipated profit, (3) indirect expenses, (4) impact costs, (5) loss of productivity, (6) inefficiency costs, (7) home-office overhead, (8) consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities and insolvency, and (9) legal fees, claims preparation expenses, or costs of dispute resolution.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the ~~Architect-Owner~~ before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the ~~Architect~~. ~~This schedule of values-Owner. The most recent schedule of values approved by the Owner (i.e. the "Schedule of Values") shall be used as a basis for reviewing the Contractor's Applications for Payment. If the Owner believes at any time the schedule of values is unbalanced, the Contractor shall, after review and agreement with the Owner, adjust the schedule of values accordingly.~~

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and ~~Architect-Engineer~~, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and ~~Architect-Engineer~~ with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and ~~Architect-Engineer~~ of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the ~~Architect-Engineer~~ an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be ~~submitted, if required,~~ notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or

~~Architect-Engineer~~ require; shall reflect retainage if provided for in the Contract ~~Documents; Documents;~~ and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The ~~Architect-Engineer~~ will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the ~~Architect-Engineer~~ determines is properly due, or notify the Contractor and Owner of the ~~Architect-Engineer's~~ reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the ~~Architect-Engineer~~ to the Owner, based on the ~~Architect-Engineer's~~ evaluations of the Work and the data in the Application for Payment, that, to the best of the ~~Architect-Engineer's~~ knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the ~~Architect-Engineer~~. However, the issuance of a Certificate for Payment will not be a representation that the ~~Architect-Engineer~~ has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The ~~Architect-Engineer~~ may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner, if in the ~~Architect-Engineer's~~ opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the ~~Architect-Engineer~~ is unable to certify payment in the amount of the Application, the ~~Architect-Engineer~~ will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the ~~Architect-Engineer~~ cannot agree on a revised amount, the ~~Architect-Engineer~~ will promptly issue a Certificate for Payment for the amount for which the ~~Architect-Engineer~~ is able to make such representations to the Owner. The ~~Architect-Engineer~~ may also withhold a Certificate for Payment ~~or, or~~ because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, ~~and the Owner may withhold a payment, recover from the Contractor a payment previously made, or offset against any current payments due under the Contract Documents or under any other agreement between the Contractor and the Owner amounts previously paid,~~ to such extent as may be necessary in the ~~Architect-Engineer's or the Owner's~~ opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not ~~remedied; remedied or~~ Work rejected by any government authority having jurisdiction over the Project;

- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the ~~Architect's~~ Engineer's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.4.5 If the Owner is entitled to reimbursement or payment from the Contractor pursuant to the Contract Documents, such payment shall be made within ten (10) days after the Owner's written demand (unless a different time for such payment is expressly provided for in the Contract Documents). Notwithstanding anything in the Contract Documents to the contrary, if the Contractor fails to timely make any payment due the Owner under the Contract or under any other agreement between the Owner and the Contractor or if the Owner incurs any costs and expenses to cure any default of the Contractor under the Contract or under any other agreement between the Owner and the Contractor or to correct defective Work, the Owner shall have the right to offset such amount against the Contract Sum and amounts otherwise payable to the Contractor pursuant to any other agreement and may elect either to: (i) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (ii) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor ~~Architect~~ Engineer shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law. Notwithstanding anything in the Contract to the contrary, if the Owner withholds payment to the Contractor pursuant to Section 15.4.3.3, the Owner may elect, in the Owner's reasonable discretion, to make any payment requested by the Contractor on behalf of a Subcontractor of any tier jointly payable to the Contractor and such Subcontractor; provided, however, such right shall not be construed to create any obligation from the Owner to any Subcontractor or materialman.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 ~~Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify made payment of all undisputed amounts due to the Contractor hereunder, the Contractor shall defend, indemnify, and hold harmless the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted. any lien or liens are claimed on the Owner's or any other person's or entity's property by any person or entity as a result of the Work, provided the Owner has made payment of all undisputed amounts due to the Contractor hereunder, the Contractor shall cause the lien or liens to be satisfied or transferred to other security in accordance with Section 713.24, Florida Statutes. If the Contractor fails to do so within twenty (20) days after receiving notice of such lien or claim of lien, the Owner may take such action as it deems advisable to protect itself from such lien or claim of lien and the Contractor shall pay to the Owner the reasonable amounts incurred by the Owner, including reasonable attorneys' and paralegals' fees in taking such protective action. The obligations of the Contractor under this Section 15.5.4 are in addition to and in no way to be construed as a limitation of the obligations of the Contractor's or any Subcontractors' surety under any payment bond.~~

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, and no items of Work remain to be completed except for minor punch list items not interfering with such intended use, and a certificate of occupancy or its equivalent has been issued by the applicable building authority for the Project.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect-Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect-Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect-Owner determines that the Work or designated portion thereof is substantially complete, the Architect-Owner will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect-Owner and, if required by the Owner, the Engineer will promptly make such inspection and, when the Architect finds Owner and Engineer find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect-Engineer will promptly issue a final Certificate for Payment stating that to the best of the Architect's-Engineer's knowledge, information and belief, and on the basis of the Architect's-Engineer's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's-Engineer's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has thirty (30) days after all conditions specified in Section 4.2.1 of this Agreement have been satisfied, including the Contractor having delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall not constitute a waiver of claims by the Owner except those arising from Owner.

- 1—liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- 2—failure of the Work to comply with the requirements of the Contract Documents;
- 3—terms of special warranties required by the Contract Documents; or
- 4—audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. Without limitation of the foregoing, the Contractor shall, and shall cause its employees, agents (including Subcontractors) and other representatives to, comply with the requirements of the Occupational Safety and Health Act of 1970, as amended, and similar applicable laws. The Contractor shall be deemed the "employer" within the meaning of such applicable laws, and neither the Owner nor its consultants shall be responsible for any OSHA non-compliance in connection with performance of the Work. The Contractor shall notify the Owner immediately in the event of an Occupational Safety and Health Administration inspection when no Owner personnel are on site. In addition, the Contractor shall comply with the applicable requirements of the Owner's safety program, if any. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect-Engineer or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect-Engineer of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. As used herein, the term "rendered harmless" shall be interpreted to mean that levels of asbestos, polychlorinated biphenyl (PCB) or any hazardous materials are less than any applicable exposure standards set forth in EPA and OSHA regulations.

§ 16.2.2 Intentionally deleted. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred. Intentionally deleted

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall, and shall cause its Subcontractors to, purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, located and having policy holder ratings no lower than "A" and financial ratings not lower than "X" in the current edition of Best's Insurance Guide. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different longer duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~(\$)~~ each occurrence, ~~(\$)~~ general aggregate, and ~~(\$)~~ aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than ~~(\$)~~ per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits, and Employer's Liability with limits specified in Section 17.1.6, for all persons whom the Contractor employs (or uses as subcontract labor if the Subcontractor is uninsured) in carrying out any Work. Such insurance shall be in strict compliance with the requirements of the most current and applicable workers' compensation insurance laws in effect from time to time in the state(s) where the Work is performed, and shall include endorsements that provide: (a) Voluntary Compensation; (b) If the Contractor will borrow or otherwise use loaned employees (including if the Contractor leases a piece of equipment and it comes with an operator or the Contractor obtains employees from temporary agencies), the Contractor shall obtain an Alternate Employer's Endorsement; (c) If the Contractor will lease "employees" from a professional employer organization, the Contractor shall obtain Leased Employee Worker's Compensation coverage endorsement; and (d) If the Work is taking place on or adjacent to navigable waters, then USL&H and Jones Act coverage is required.

§ 17.1.6 Employers' Liability with policy limits not less than ~~(\$)~~ each accident, ~~(\$)~~ each employee, and ~~(\$)~~ each employee, and ~~(\$)~~ each employee, and ~~(\$)~~ policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, (including the stamping by a professional engineer or the submission of working drawings) the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ~~(\$)~~ per claim and ~~(\$)~~ in the aggregate.

the aggregate, which insurance shall be retroactive to the date services were first performed for the Project and shall be maintained for a period of not less than four (4) years after final completion of the Project.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ~~(\$) per claim and (\$) in the aggregate~~ ~~(\$) per claim and (\$) in the aggregate~~ in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and Coverage under Section 17.1.7 and this Section 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ~~(\$) per claim and (\$) in the aggregate~~ ~~(\$) per claim and (\$) in the aggregate~~ in the aggregate.

§ 17.1.9 Property insurance providing coverage for property in which the Contractor retains the risk of loss including its own equipment (stationary or mobile), tools (including employee tools), supplies, materials, and any other property owned or leased by the Contractor. If the Contractor chooses to self-insure any of the property described under this Section, it is agreed that the Contractor shall hold the Indemnitees harmless for any loss or damage to that property.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1, and complete copies of policies including endorsements if requested by the Owner, at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner and the Viera East Community Development District as additional insureds on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor, which shall not exceed \$10,000, and for which amounts the Contractor shall be solely responsible.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Viera East Community Development District, the Architect, and the Architect's Engineer, and the Engineer's Consultants as additional insureds for claims arising from, or caused in whole or in part by the Contractor's by, the Contractor's, or its Subcontractors' or suppliers', negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims arising from or caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, 10 01, CG 20 37 10 01, and, with respect to the Architect and the Architect's Engineer and the Engineer's Consultants, CG 20 32 07 04. Further, the commercial general liability insurance shall include:

- (a) Contractual liability coverage to the same or greater extent as covered under ISO commercial general liability coverage form CG 00 01 10 04.
- (b) Coverage for ongoing operations, premises/operations, independent contractors, underground, explosion and collapse (XCU) (for trades with trenching or excavation activities within their scope of work), fire legal liability, and any persons or entities performing work on behalf of the Contractor.
- (c) Products and completed operations coverage, which coverage shall be maintained in effect until expiration of the applicable statute of repose for the state in which the Project is located. Provisions excluding products and completed operations, or those that limit completed operations coverage to ongoing operations only, will be unacceptable.
- (d) A severability or separation of insureds clause.
- (e) NO language or endorsements (whether ISO or manuscript) excluding or limiting coverage for claims, suits, or cross-suits by an insured against another insured.
- (f) NO limiting modification of the ISO standard "insured contract" exception to the contractual liability exclusion.

- (g) NO exclusion or limitation of coverage for injury to employees or independent contractors other than that contained in the standard coverage ISO form.
- (h) NO limiting modification to the ISO standard "occurrence" definition.
- (i) NO conditions on coverage based on any insured's compliance with risk transfer mechanisms through insurance, indemnity clauses, or otherwise.
- (j) NO form of exclusion of subcontracted work, and no deletion of or modification to the subcontractor exception to the "damage to your work" exclusion.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ 17.1.15 The limits of insurance stated above for each type of insurance are minimum limits only; in the event the Contractor's policy provides greater limits, then the additional insureds shall be entitled to, or to share in, the full limits of such policy, and this Agreement shall be deemed to require such full limits.

§ 17.1.16 Failure to comply with any of the insurance requirements will be deemed a material breach of the Contractor's obligations under this Contract. The Owner has the right to withhold payment to the Contractor until it complies with these insurance requirements. Without limitation of other remedies available to the Owner under the Contract, if the Contractor fails to purchase and maintain any insurance required under this Article 17, Owner may but shall not be obligated to, upon 3 days prior written notice to the Contractor, purchase such insurance on behalf of the Contractor and shall be entitled to be reimbursed by the Contractor upon demand.

§ 17.1.17 The Contractor, for itself and its insurers, hereby waives any and all rights of subrogation they might have against the Indemnitees now or in the future.

§ 17.1.18 Contractor shall cause each Subcontractor to procure insurance reasonably satisfactory to Owner and provide to Owner upon Owner's request reasonable evidence thereof, including: (i) workers compensation with full statutory limits for employer's liability as required by applicable laws; (ii) commercial general liability insurance including direct and contingent liability with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate for personal injury, death or property damage, which shall include coverage for Broad Form Hold Harmless Agreement; and (iii) automobile liability insurance with bodily injury limits of \$250,000 per person, \$500,000 per accident, and \$50,000 per accident for Property Damage. The liability coverage required of Subcontractors shall name Owner and Contractor as additional insureds. Certificates of insurance shall be delivered to Owner before construction of the improvements is started. The additional insured endorsement included in the Subcontractor's commercial general liability policy shall state that coverage is afforded the additional insureds with respect to claims arising out of or caused in whole or in part by operations performed by or on behalf of Contractor. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance.

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. Notwithstanding the foregoing, this coverage shall not extend to any of Contractor's, Subcontractor's or Sub-subcontractor's vehicles, mobile equipment, tools or items otherwise required to be covered by the Contractor's, Subcontractors' or Sub-subcontractor's property insurance and shall not respond or provide coverage for the loss of use of these items. The Contractor shall make its own arrangements for any insurance it may require on such vehicles, mobile equipment, tools and other items. Any such policy obtained by the Contractor under this Section 17.2.2.1 shall include a waiver of subrogation in accordance with the requirements of Section 17.2.2.7.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or ~~retentions-retentions unless such loss is caused by the Contractor or those for whom the Contractor is responsible.~~

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a ~~copy of certificate of insurance for the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements required by this Section 17.2.2.~~

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by ~~either the Owner or the Contractor, the Owner; and (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order adjusted.~~ The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) ~~the Architect and Architect's Engineer and Engineer's~~ consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered and paid by property insurance required by this Agreement or other property insurance applicable to the Project, Project and provided such property insurance permits a waiver of subrogation to be granted without additional cost to the insured, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the

Architect, Architect's Engineer, Engineer's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 ~~If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~Intentionally deleted.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner ~~as fiduciary in good faith~~ and made payable to the Owner ~~as fiduciary~~ for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the ~~Architect-Engineer~~ and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the ~~Architect-Engineer~~ and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 ~~Other Insurance Provided by the Owner~~Intentionally deleted.

~~(List below any other insurance coverage to be provided by the Owner and any applicable limits.)~~

Coverage	Limits

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 ~~The Owner shall have the right to require the Contractor to~~Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising ~~thereunder~~thereunder, which bonds shall be one hundred percent (100%) unconditional bonds issued by a surety satisfactory to the Owner, and otherwise shall comply with the following specific requirements:

~~as stipulated.~~ 1 The Performance Bond shall name the Owner as obligee.

2 Both bonds shall be executed by a responsible surety acceptable to the Owner and licensed in the State in which the Project is located, with a Best's rating of no less than A/XIII.

3 Both bonds shall each be in the Contract Documents amount equal to the Contract Sum.

4 The attorney-in-fact who executes the bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney.

5 Every bond under this Subsection must display the Surety Bond Number.

on the date of execution of the Contract. 6 A rider including the following provisions shall be attached to each bond (or, alternatively, each bond shall include the following language or substantially similar language acceptable to the Owner): (i) the surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of the Owner or of the Contractor to the other, shall not release the surety of its obligations hereunder, and notice to the surety of such matters is hereby waived; (ii) the surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Contractor shall automatically increase the obligation of the surety on the bond and notice to the surety is not required for such increased obligation; and (iii) the surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the obligees.

§ 17.3.2 The Contractor's payment bond shall comply with the requirements of Section 255.05, Florida Statutes. No Work shall commence on the Project until the Notice of Commencement and copy of the Payment Bond are recorded in the public records of the County where the Project is located and certified copies thereof are posted at the Project site.

§ 17.3.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the ~~Architect-Owner or the Engineer~~ or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the ~~Architect's-Engineer's~~ services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under ~~Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work expense.~~

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable ~~special~~ warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

~~§ 18.6 Nothing contained in this Article 18 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 18.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.~~

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 ~~Assignment of Contract~~Successors and Assigns

~~Neither party to the Contract shall assign the Contract without written consent of the other, except that the § 19.1.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. The Contractor may not transfer, sell or assign the Contract voluntarily or involuntarily (directly or indirectly, whether by operation of law or otherwise, including by merger, stock or asset sale or otherwise) without prior written consent of the Owner. If the Contractor attempts to make such an assignment without such consent, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract.~~

§ 19.1.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the ~~Project if the lender-Project~~, or to an affiliate of the Owner, or to a transferee of all or substantially all of the Owner's interest in the Project, if the lender or the affiliate or the transferee, as the case may be, assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect-Owner and the Engineer timely notice of when and where tests and inspections are to be made so that the Architect-Owner and the Engineer may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 19.7 Contractor's Representations and Warranties

The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work: (i) that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the work and perform all obligations hereunder; (ii) that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder; (iii) that it and its Subcontractors are authorized to do business in the State in which the Project is located and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over them and over the Work and Project; (iv) that its execution of this Agreement and its performance thereof is within its duly authorized power; and (v) that its duly authorized representative has visited the site of the Project, familiarized itself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents. The foregoing warranties are in addition to, and not in lieu of, any and all liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

§ 19.8 Survival

All of the Contractor's representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

§ 19.9 No Waiver; Amendment

The failure of a party 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 term, covenant, condition or right as respects further performance.

§ 19.10 Counterparts

This Agreement may be executed in counterparts, and a complete set of such executed counterparts shall constitute the same Agreement, and the signature of any party to any counterpart shall be deemed as signature to, and may be appended to, another counterpart. For purposes of executing this Agreement, a document signed and transmitted by facsimile or by emailed PDF scan shall be treated as an original document. The signature of any party on a faxed or emailed PDF scanned version of this Agreement shall be considered as an original signature and the document transmitted shall be considered to have the same binding legal effect as if it were originally signed. At the request of either party, any facsimile or PDF scanned document shall be re-executed by both parties in original form. No party to

this Agreement may raise the use of facsimile, emailed PDF scan or the fact that any signature was transmitted by facsimile or email as a defense to the enforcement of this Agreement or any amendment executed in compliance with this Section.

§ 19.11 Interpretation

In the Contract Documents, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders. Unless the context of the Contract Documents otherwise clearly requires, references to the plural include the singular; the term "including" is not limiting and whenever the word "including", "include", or "includes" is used in this Agreement it shall be deemed to be followed by the words "without limitation"; and the terms "hereof", "herein", "hereunder" and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision of the Contract Documents unless stated otherwise. Each party, together with their respective legal counsel, has contributed substantially to the preparation of this Agreement, and, as such, this Agreement shall not be interpreted more favorably against one party than the other solely upon the basis of which party actually drafted this Agreement. Headings are for convenience only and shall not be used for interpretation of the language in the Contract Documents.

§ 19.12 No Oral Modification

Notwithstanding anything in the Contract Documents to the contrary, for any decision, approval or consent of the Owner to be binding against the Owner it must be in writing and for any Modification that changes the Contract Sum or Contract Time to be valid it must be signed by either the Owner's Designated Representative.

§ 19.13 Lender

The Owner may elect to finance the Work with a loan from one or more lenders. The Contractor shall execute and deliver to the Owner documents as may be reasonably required by such lenders or their agents provided such documents do not materially alter the Owner's rights and obligations under this Agreement. The Contractor agrees to use its best efforts to comply with the requirements of the Owner's lenders that bear upon the performance of the Contractor's services. The Contractor shall also:

..1 Consent to and execute all documents reasonably requested by the Owner in connection with the assignment of this Agreement and any other Contract Documents to its lenders for collateral purposes. Such assignment shall provide that the Contractor agrees that notwithstanding a default by the Owner under the provisions of this Agreement that would give the Contractor the right to terminate this Agreement, the Contractor will continue to perform its obligations hereunder (on the same terms and conditions as are set forth herein) for and on account of such lenders, and

..2 Promptly furnish the Owner with information, documents, and materials that the Owner may reasonably request from time to time in order to comply with the requirements of its lenders.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect-Engineer fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect-Engineer, terminate the Contract and recover from the Owner, as the Contractor's sole remedy, payment for Work executed, including reasonable overhead and profit, and reasonable direct costs actually incurred by the Contractor by reason of such termination, and damages, termination.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors; Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; authority;
- .4 is adjudged a bankrupt, files for bankruptcy protection, or makes a general assignment for the benefit of its creditors, if a receiver is appointed on account of insolvency, or in the event of other evidence of the Contractor's insolvency;

- ~~.5~~ fails to prosecute the Work to completion in a diligent and timely manner and in accordance with the provisions of the Contract Documents;
- ~~.6~~ fails or refuses to provide insurance or proof of insurance as required by the Contract Documents;
- ~~4~~, ~~7~~ otherwise is guilty of a material or substantial breach of a provision of the Contract Documents; Documents; or
- ~~.8~~ is guilty of a material substantial breach of a provision of any other agreement between the Owner and the Contractor.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the ~~Owner, upon certification by the Architect that sufficient cause exists to justify such action, Owner~~ may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the ~~Architect's Engineer's~~ services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. ~~The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this Owner with interest thereon at the rate at the legal rate prevailing from time to time at the place where the Project is located. This obligation for payment shall survive termination of the Contract.~~

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor, as the Contractor's sole remedy, for Work executed; and reasonable, actual, out-of-pocket costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:
(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)
~~termination.~~

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.14 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution. ~~Intentionally deleted.~~

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the ~~Owner or~~ Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the ~~Architect Owner and the Engineer~~ within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant Contractor first recognizes the condition giving rise to the Claim, whichever is later. ~~Denial in whole or part of a COR submitted in accordance with Section 13.5 shall be deemed the occurrence of the event giving rise to a Claim for any adjustment of the Contract Sum or Contract Time sought in the COR but denied in whole or in part. For the avoidance of doubt, the Contractor shall be deemed to waive any Claims for adjustment of the Contract Sum or Contract Time: (a) which the Contractor sought via COR that was denied and as to which the Contractor did not submit a Claim within twenty-one (21) days thereafter; (b) which the Contractor failed to timely and properly request as provided in Section 13.5; and (c) based on changes in the Work or other events or circumstances for which a Change Order was previously executed.~~

§ 21.2.2 Claims by ~~either the Owner or Contractor~~, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the ~~other party-Owner~~.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law; ~~but in any case not more than 11 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3, law.~~

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such

- persons; and
- 2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. Additionally and notwithstanding anything to the contrary herein, the parties expressly acknowledge and agree that this waiver of claims for consequential damages does not apply to any damages, liabilities, costs or expenses proximately caused by either party's fraud, gross negligence or willful misconduct or that are covered by insurance, or to third-party claims for which the Contractor has an indemnification obligation under the Contract.

This Agreement entered into as of the day and year first written above. Each of the individuals executing this Agreement represent and warrant that he has been duly authorized by the respective party on whose behalf he is executing this Agreement to execute this Agreement on such party's behalf and that once executed by him, this Agreement shall be valid and binding upon such party.

By:

OWNER (Signature)

(Printed name and title)

-« »<>

By:

CONTRACTOR (Signature)

(Printed name and title)

Exhibit A

NOT USED



Exhibit B

Drawings and Specifications

THIS INDEX OF DRAWINGS AND SPECIFICATIONS IS PROVIDED FOR EXPEDIENCY. HOWEVER, THE
ACTUAL DRAWINGS AND SPECIFICATIONS LISTED IN THIS INDEX, WHICH THE CONTRACTOR
ACKNOWLEDGES HAVING BEEN PROVIDED, ARE THE "DRAWINGS" AND THE "SPECIFICATIONS"
INCORPORATED INTO THE AGREEMENT BY REFERENCE.

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Exhibit C

Initial Schedule of Values



Exhibit D1

Form of Waiver and Release of Lien Upon Progress Payment

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through _____ (insert date) to _____ (insert name of Lienor's customer) on the job of _____ ("Owner") to the Owner's following property:

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

By: _____
Printed Name: _____
Title: _____
Lienor's Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2020, by _____ . He/she is () personally known to me or () has produced _____ as identification.

(NOTARY SEAL) _____ Notary Public, State of Florida
_____ X _____

Exhibit D2

Form of Waiver of Lien (Final)

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to _____ (insert name of Lienor's customer) on the job of _____ ("Owner") to the Owner's following property:

(the "Project"). The undersigned further agrees that it will not perform any further work on the Project, through itself or through persons working under the undersigned, save and except corrective and warranty work for which payment has been made, and will indemnify Owner for any sums claimed to be due or owing on the Project by the undersigned, or any persons working under the undersigned. The undersigned will cause to be released or bonded any liens filed hereafter, including any lien filed by the undersigned, and will indemnify Owner from any such liens.

The undersigned makes this sworn statement based on personal knowledge, and with the understanding that Owner is relying on this representation in order to make final payment to the undersigned lienor for this Project.

By: _____
Printed Name: _____
Title: _____
Lienor's Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2020, by _____ . He/she is () personally known to me or () has produced _____ as identification.

(NOTARY SEAL) _____ Notary Public, State of Florida

X

PART IV. PLANS AND SPECIFICATIONS

Drawing Index

CIVIL

C-1 COVER SHEET
C-2 BULKHEAD REPAIR PLAN AND SEQUENCING AND SCHEDULE NOTES
C-3 DETAILS AND GENERAL AND CONSTRUCTION NOTES

VIERA EAST CDD STORMWATER POND BULKHEAD IMPROVEMENTS

Brevard County, Florida

May 11, 2020

Owner

VIERA EAST COMMUNITY DEVELOPMENT DISTRICT

Engineer

DEWBERRY ENGINEERS, INC.
805 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FL 32804
PHONE: 407.354.9956
CONTACT: REYNARDO MALAVE, P.E.



NTS

Prepared for:
VIERA EAST CDD



Dewberry Engineers Inc.
805 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FL 32804
PHONE: 407.354.9956
WWW.DEWBERRY.COM

VIERA EAST CDD
STORMWATER POND
BULKHEAD IMPROVEMENTS
BREVARD COUNTY, FL

SEAL
REYNARDO MALAVE
P.E. 120100

KEY PLAN

SCALE NORTH

NO.	DATE	BY	DESCRIPTION
REVISIONS			

DRAWN BY: MJB

APPROVED BY: RM

CHECKED BY: RA

DATE: 05/11/2020

TITLE

COVER SHEET

PROJECT NO. 20190121

C-1

SHEET NO.





VIERA EAST CDD
STORMWATER POND
BULKHEAD IMPROVEMENTS
BREVARD COUNTY, FL

SEAL

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N.T.A.

[illegible]

DRAWN BY LMJ
APPROVED BY RM
CHECKED BY PM
DATE 05/11/2022

BULKHEAD REPAIR PLAN AND SEQUENCING AND SCHEDULE NOTES

PROJECT NO.	00125121
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C-2

SHEET NO.



CONSTRUCTION SEQUENCE AND SCHEDULE

THE CONTRACTOR MUST ATTEND THE MANDATORY PRELIM MEETINGS ON THE DATE SPECIFIED ON THE BIDDING ADVERTISEMENT.

(1) WORK HOURS ARE TO BE WITHIN 7AM - 4PM, MONDAY THROUGH SATURDAY.

(2) ONLY ONE BITE MAY BE DISTURBED AT A TIME.

(3) CONTRACTOR TO COORDINATE AND ATTEND A PRECONSTRUCTION CONFERENCE WITH THE OWNER AND THE ENGINEER.

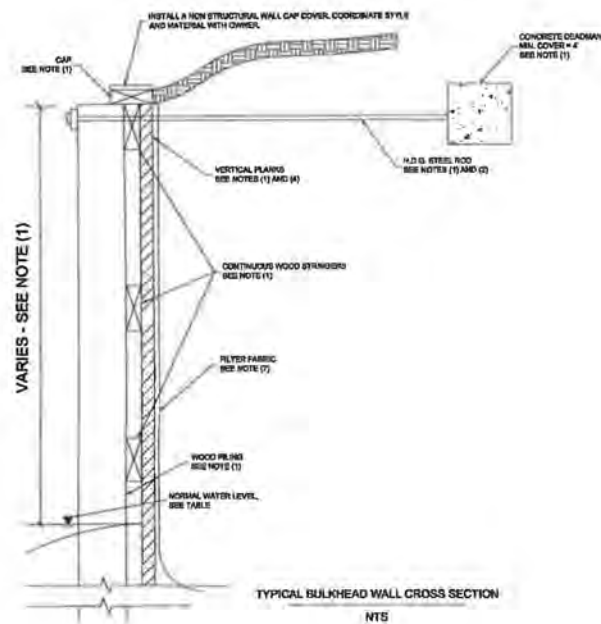
(4) A CONSTRUCTION SEQUENCING PLAN IS TO BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AND THE OWNER AT THE PRELIMINARY MEETING.

ONLY ONE SITE MAY BE DISTURBED AT A TIME.

(4) CONTRACTOR TO COORDINATE AND ATTEND A PRECONSTRUCTION

CONFERENCE WITH THE OWNER AND THE ENGINEER.

(5) A CONSTRUCTION SEQUENCING PLAN IS TO BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AND THE OWNER AT THE SEQUENCING MEETING. CONSTRUCTION



- | SITE NUMBER | CURRENT WALL LENGTH TO BE REPLACED | WALL EXTENSION | NORMAL WATER LEVEL | TOP OF BANK |
|-------------|------------------------------------|----------------|--------------------|-------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

PART V. REFERENCE MATERIAL

SECTION VI

Viera East Golf Club
Club House Renovation
December 2019
By William Oakley
1-1-2020

After attending the first Bond meeting I addressed the audience at the end of the meeting and told them I heard what they had to say. At the second Bond meeting in November I addressed the audience and gave them my thoughts on the proposal. Again I told the people who attended the meeting I was listening and I did hear their comments.

This is a proposal I came up with in the first part of December 2019. At that time it was submitted to Tim Melloh, Jason Showe and the CDD attorney. Since we had pending court cases against the CDD, I was requested to wait to release this information.

I would like to submit this proposal for Board consideration. It will reduce the total bond significantly but would still give us some of the renovations needed at the clubhouse. I have drawn these plans with square footage to show the changes from the original architects' drawings. We would use the existing exterior walls to the building.

I would like to suggest to the board that the club house renovations on the bond cost be changed from the \$2,900,000 to \$1,000,000.

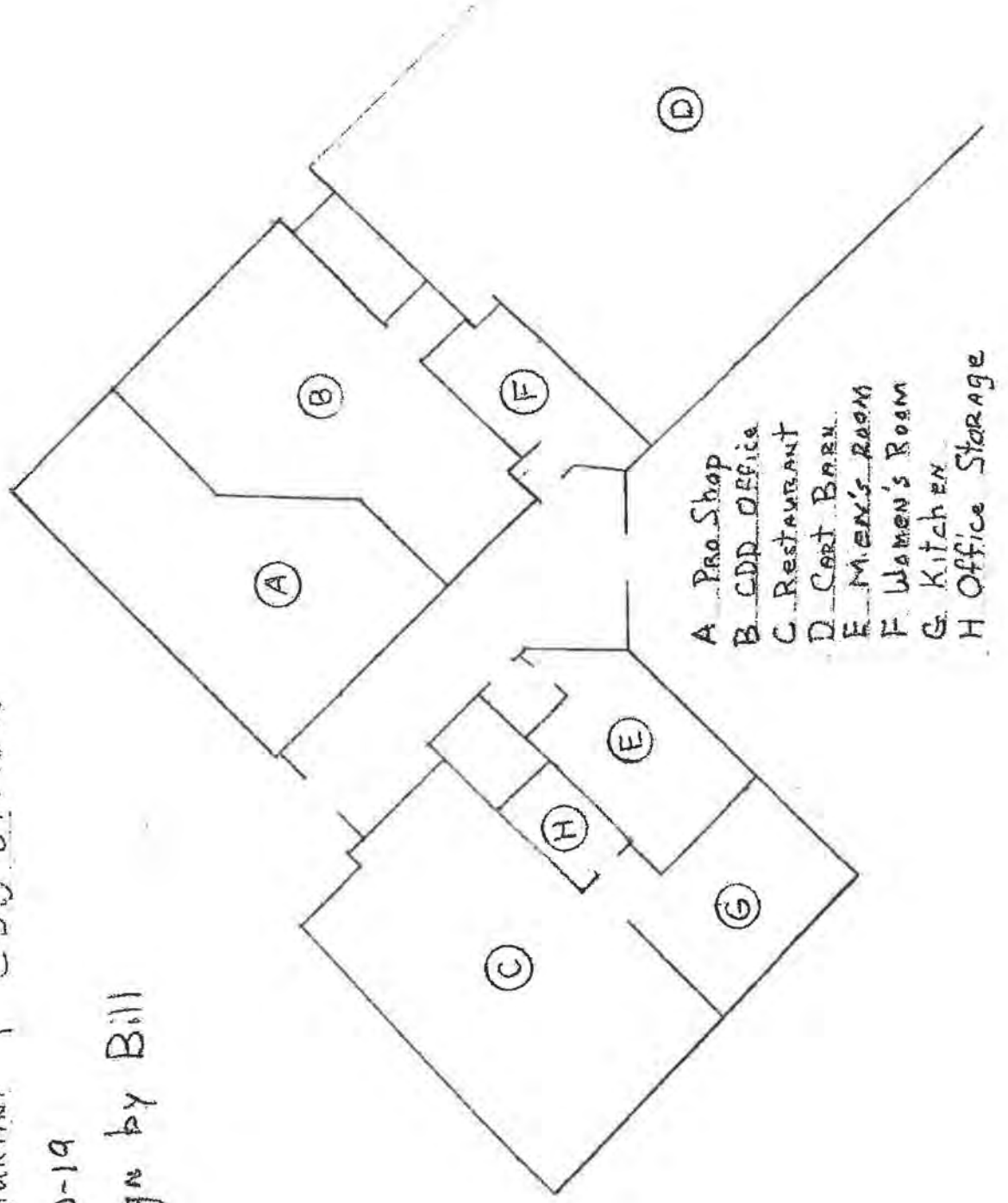
Thank you for considering this.

	Current sq. ft.	Proposed	Oakley Proposed		
GOLF OPERATIONS					
Golf Pro Shop	960	1,296	1000		
Shop storage	105	216	153		
Office - Golf Professional	112	120	115	1,632	21%
			1268		
RESTROOMS					
Men' Restroom	288	480			
Women's Restrooms	276	460		940	10%
CDD Offices					
Reception area	54	144	72		
File/copy room	42	128	76		
Conference room	n/a	320	300		
GM Office	140	204	192	796	10%
			640		
F&B OPERATON					
Kitchen	72	480			
Bar	133	216			
Bar Storage	n/a	96			
Liq. Storage	n/a	96			
Dining Room	1,434	1,434			
Private Dining Room	n/a	756			
Covered Dining (outside)	n/a	704			
F&B Mgr. Office	24	110			
Dish Room	72	182			
Dry Storage	34	182			
Walk-in cooler	n/a	132			
Walk-in freezer	n/a	132			
Janitor Closet	12	36		4,556	57%
TOTAL	3,758	7,924			

Golf Course Club House
RESTAURANT & CDD OFFICES

12-30-19

Design by Bill



Design by Bill

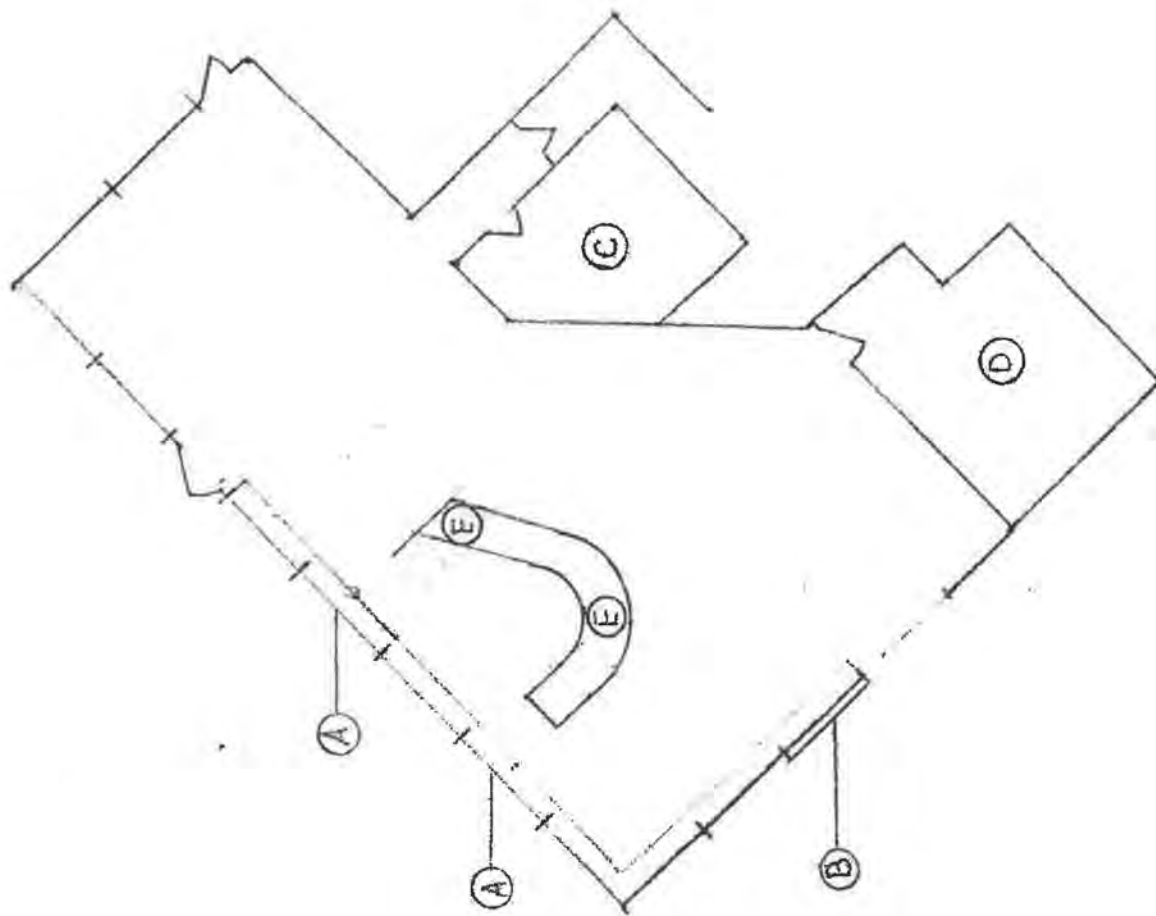
I-15-20

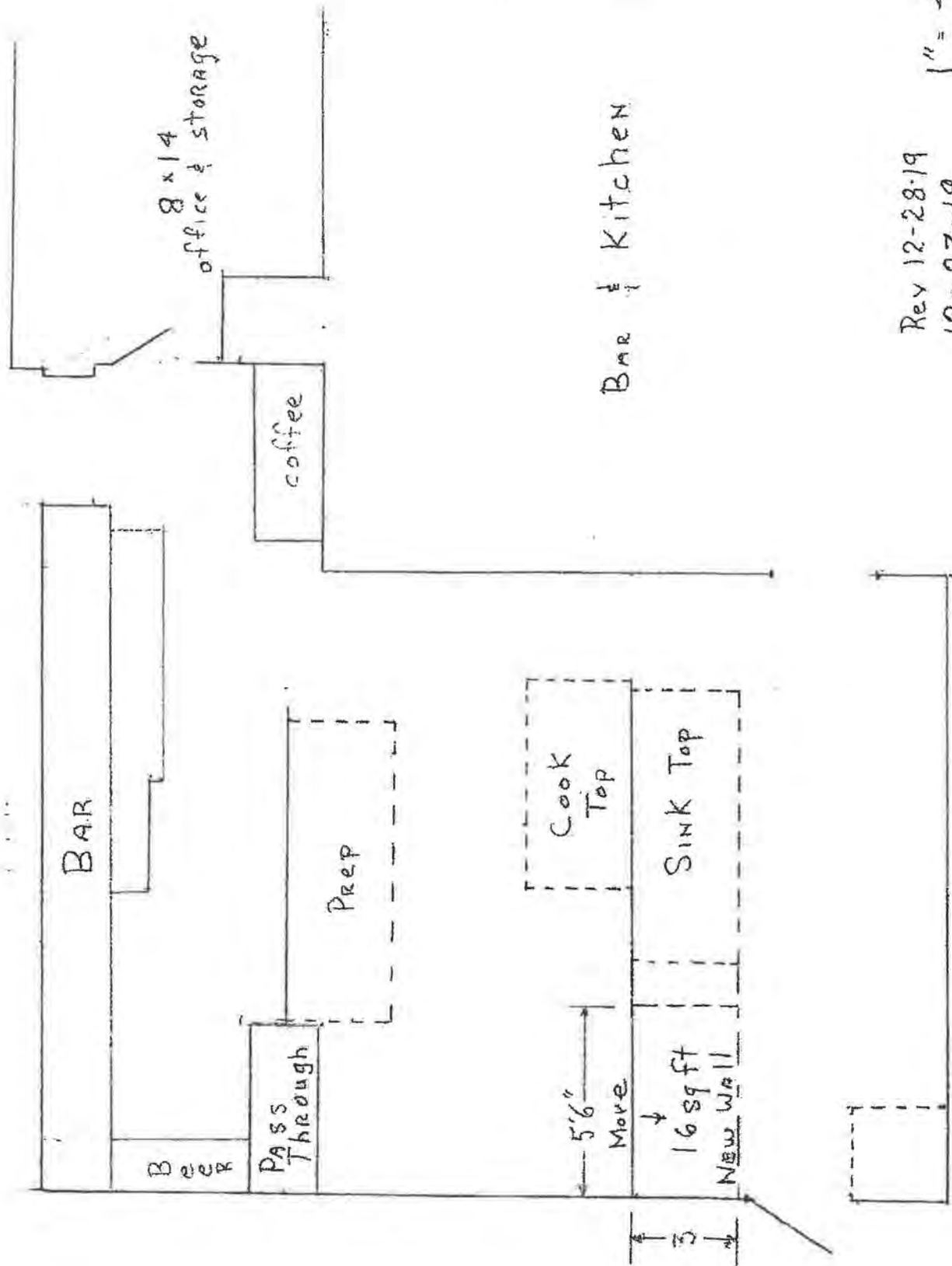
Pro Shop

Scale 1" = 10'

- A Covered windows
- B Slider door
- C Pro shop office
- D Pro shop storage
- E Pay station

A Covered windows will have
bulletin board outside &
slotted wall inside





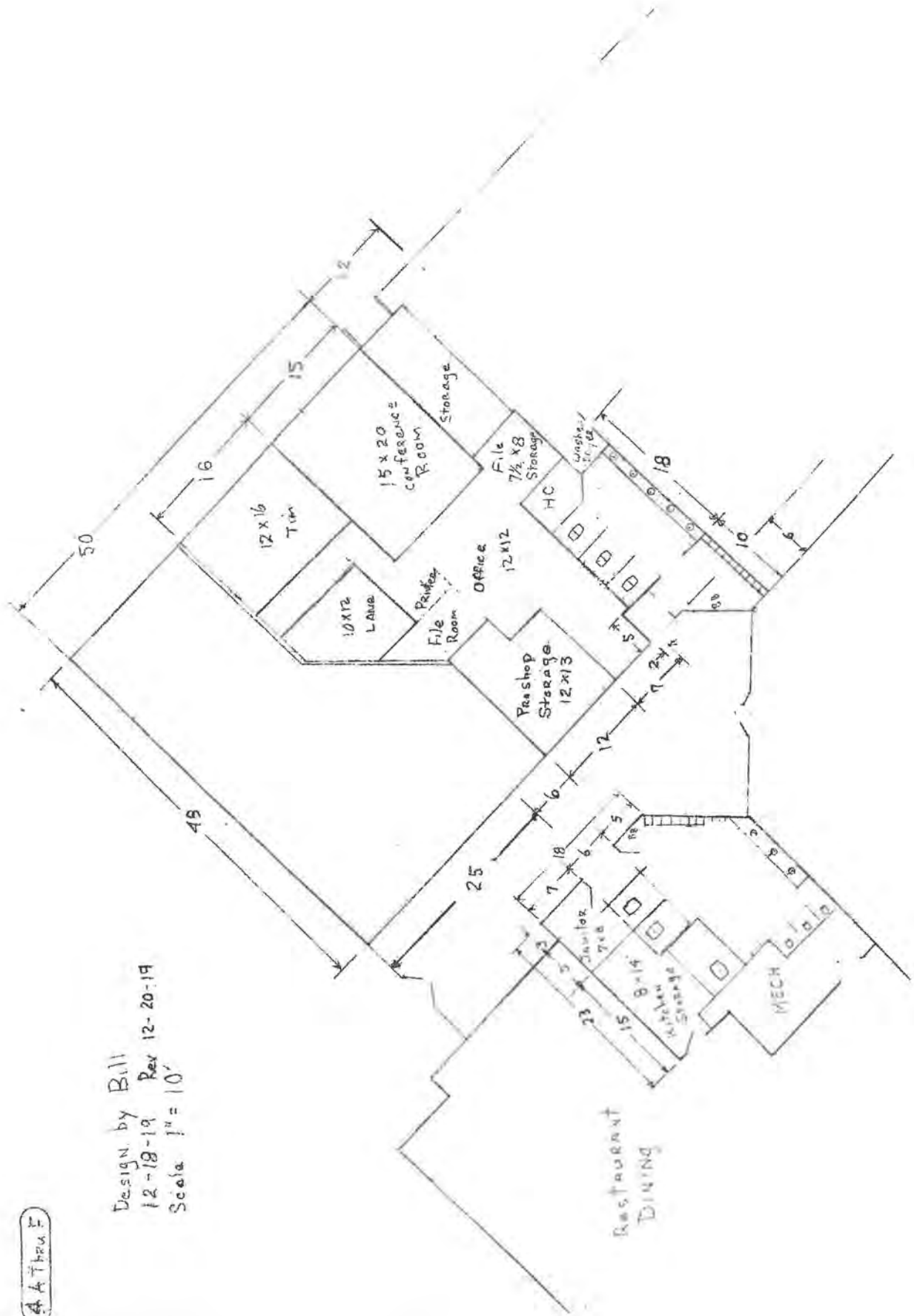
Rev 12-28-19

12-23-19


Design by Bill

AT&T

Design by Bill
12-18-19 Rev 12-20-19
Scale 1" = 10'



SECTION VII

From: Mike Garoust MikeJr@ecorpestcontrol.com 
Subject: RE: Request for Retention pond water Aerator / Fountain?
Date: March 26, 2020 at 2:38 PM
To: Jason Showe jshowe@gmscfl.com
Cc: T Melloh tmelloh@vieraeastcdd.com, Lauren Vanderveer lvanderveer@gmscfl.com, Jeff Peters Peters-Jeff@outlook.com, Sam Sweetman sam@ecorpestcontrol.com



Good Afternoon Jason,

We collected data and samples from Lake 19 (per the Viera East CDD site map) off of Weatherwood between Aberdeen and Woodhall. The following are attached for your review:

- Sample Results with explanation report
- Aeration Proposal
- Aeration Map

Larvae collected were glass worms, so-called for their clear appearance. Adults are commonly referred to as ghost midges or phantom midges.

There is electric service at the Aberdeen sign, which should provide the needed power supply for the compressor. As for monthly electrical costs, this system would be roughly \$45 to \$50 for continuous duty depending on days in the billing cycle.

Please feel free to contact myself or Sam Sweetman (cc'd) if you have any questions.

Regards,

Mike Garoust
Vice President

ECOR Lawn Spray-Pest Control
& Aquatic Weed Control
2840 Electronics Drive
Melbourne, FL 32935
(321) 254-0930
www.ecorpestcontrol.com

From: Jason Showe [mailto:jshowe@gmscfl.com]
Sent: Thursday, March 19, 2020 7:45 AM
To: Mike Garoust
Cc: T Melloh; Lauren Vanderveer; Jeff Peters
Subject: Fwd: Request for Retention pond water Aerator / Fountain?

Mike,

See request from below. This appears to be Lake 3. off of Weatherwood Dr and between

Aberdeen Circle and Woodhall Cir. Can you review and provide a quote?

PLEASE NOTE NEW ADDRESS BELOW

Jason Showe
District Manager
Governmental Management Services, Central Florida
219 E. Livingston St
Orlando, FL 32801
407-841-5524 X 105 - Office
407-839-1526 - Fax
407-470-8825 - Cell
jshowe@gmscfl.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

History.—s. 1, ch. 2006-232.

Begin forwarded message:

From: Jeff Peters <Peters-Jeff@outlook.com>
Subject: RE: Request for Retention pond water Aerator / Fountain?
Date: March 18, 2020 at 6:10:35 PM EDT
To: Jason Showe <jshowe@gmscfl.com>

Jason,

Thanks for getting back to me. Please request a quote and would I need permission (from Whom?) to install it.

Thanks again,

Jeff

From: Jason Showe [<mailto:jshowe@gmscfl.com>]
Sent: Wednesday, March 18, 2020 10:08 AM
To: Jeff Peters <Peters-Jeff@outlook.com>
Cc: T Melloh <tmelloh@vieraeastcdd.com>; Lauren Vanderveer <lvanderveer@gmscfl.com>; Mike Garoust <MikeJr@ecorpestcontrol.com>
Subject: Re: Request for Retention pond water Aerator / Fountain?

Jeff,

The only pond aerator that has been installed was done so at the expense of the homeowner along that lake. The CDD has not paid for the installation of any of these devices. If you

would like me to provide you a quote, I can reach out to the vendor. Please let me know if you have any additional questions. Thanks and have a good day.

PLEASE NOTE NEW ADDRESS BELOW

Jason Showe
District Manager
Governmental Management Services, Central Florida
219 E. Livingston St
Orlando, FL 32801
407-841-5524 X 105 - Office
407-839-1526 - Fax
407-470-8825 - Cell
jshowe@gmscfl.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

History.—s. 1, ch. 2006-232.

On Mar 13, 2020, at 10:15 AM, Jeff Peters <Peters-Jeff@outlook.com> wrote:

Jason,

I live in Viera East Golf Course Community and would like to know how to request a retention pond aerator for the pond behind my house to minimize the mosquitos and prevent the annual fish kill.

Thanks,

Jeff Peters
4307 Woodhall Circle
Viera, FL 3955



Viera East Lake
19 Sam...lts.pdf

QUOTE



ECOR Aquatic Weed Control & Natural Areas Management

2840 Electronics Drive - Melbourne, FL 32935
Phone (321) 254-0930 - Fax (321) 254-4695



Viera East Lake 19 Sample Results

Due to homeowner concerns, ECOR conducted lake sampling on Lake 19 off Weatherwood Drive to provide information about the lake to explore the midge fly problem and lead to a solution. For accurate information, 3 different sites were sampled in the lake making sure that collected information was consistent throughout the lake. The results are explained in the sections below.

Midge Fly Larvae

In the 3 locations, we collected material from the bottom of the lake where the midge fly larvae can be found. Each sample is then then cleaned and counted to determine the larvae population. If the sample contains 23 or more larvae, then it considered to be a nuisance level population of midge flies. All samples met or exceeded the nuisance population numbers.

Sample Site #	Midge Fly Larvae Count
1	30
2	24
3	23

Lake Muck

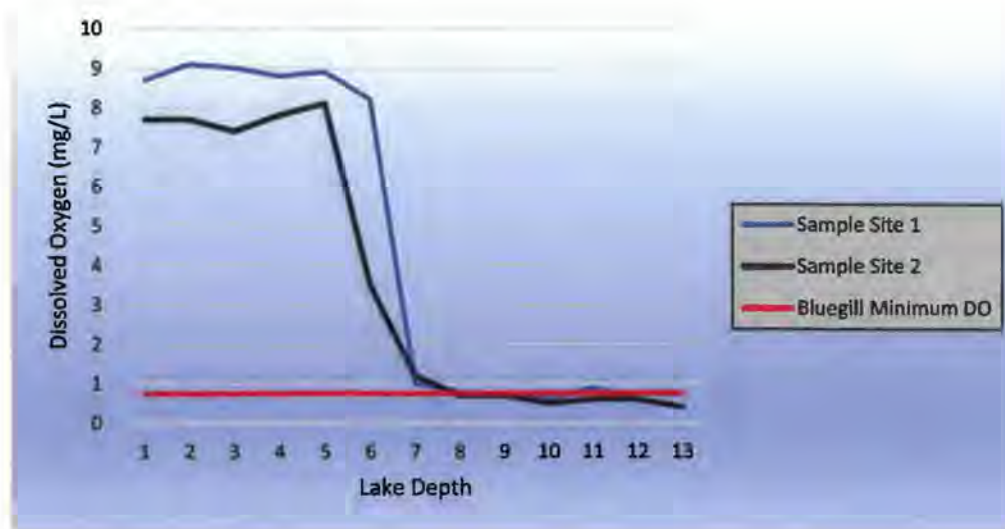
In collecting the samples from the bottom of the lake, it was seen that there is a thick layer of muck in the bottom of the lake. The muck is a buildup of organic matter that settles to the bottom of the lake. Midge fly larvae are found in this layer. Some of the samples of muck contained tree leaves and other vegetation showing a slow organic breakdown process. The addition of an aeration system will provide the proper dissolved oxygen needed for the beneficial bacteria that are able to digest the organic matter reducing the muck layer.

Water Clarity

The measured visibility in Lake 19 was only 1.5' deep. Not only is this an aesthetic concern, but the reduced visibility does not allow sunlight to support life in the bottom of the lake.

Dissolved oxygen

Dissolved oxygen levels in a lake play a huge role in how the lake functions as well as the organisms that can live in a lake. Dissolved oxygen (DO) profiles were taken at two of the sites and provided consistent results. The results will have slight variation from site to site based off the amount of wind along other environmental factors that can differ between the sample locations. The results show that at the 6 to 7-foot deep region has a sharp decline in oxygen levels. This leaves the bottom 10 feet of the 17-foot lake in an oxygen depleted state. When lakes have a sharp decrease in oxygen and temperature levels at a specific section of the water column, it is called lake stratification. The stratification in Lake 19 creates a zone that does not support fish life in the bottom half as shown by the red line on the graph. There are native fish, called Bluegill, that will eat the midge fly larvae on the lake floor if there is a high enough dissolved oxygen level for the fish to survive.



Why Aeration?

The installation of an aeration system will help to resolve many of the intertwined issues that are seen from the data collected. By introducing the air to the bottom of the lake it will increase the dissolved oxygen levels throughout the water column and eliminate the lake stratification. The changes from adding aeration will create a livable environment allowing for bluegill to be introduced into the lake and begin to eat the midge fly larvae. Eliminating the stratification will also help prevent seasonal lake turnover which is responsible for many of the fish kills in the area's lakes. The increased oxygen promotes the activity of beneficial bacteria that helps to digest the muck layer where the larvae live. When air is introduced at the bottom of a lake, it creates a circulation pattern in the water. The circulation leads to increased water clarity and reduces the stagnant areas in the bottom of the lake where the larvae thrive.

QUOTE

ECOR Aquatic Weed Control & Natural Areas Management

2840 Electronics Drive - Melbourne, FL 32935
Phone (321) 254-0930 - Fax (321) 254-4695

INVOICE NO. QUOTE
DATE March 26, 2020
CUSTOMER ID
EXPIRATION DATE

For Jeff Peters
4307 Woodhall Circle
Viera, FL 32955

SITE	SALES PERSON	PROPOSAL	DUE DATE
Lake 19 - 3.66 acre lake	Mike	Diffuser Aeration	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	AquaAir Ultra 3, 1/2 HP 120V Compressor and Stainless Steel Enclosure	\$ 2,400.00	\$ 2,400.00
3.00	12" Single Membrane Diffuser Assembly	\$ 250.00	\$ 750.00
1.00	Weighted tubing - 900' Super Sink 1/2" Tubing	\$ 1,440.00	\$ 1,440.00
1.00	Installation and placement of the aeration system. Includes licensed electrician to run power to the compressor as well as all labor and equipment to place the membranes and connect the lines.	\$ 1,100.00	\$ 1,100.00
	Aeration Benefits Include:		
	• Entire water column circulation - up to 4,000 GPM depending on depth		
	• Elimination of thermal stratification		
	• Increased natural aerobic digestion reducing nutrients and algae growth		
	• Reduction of mosquito and midge infestations		
	• Elimination of foul odors from undesirable gases		
	• Reduction of organic bottom sediment		

Warranty: 3 years parts and labor on compressors & fans. 5 years parts & labor on diffuser assemblies. 15 years on weighted tubing. Limited Lifetime on stainless steel compressor enclosure.

SUBTOTAL \$ 5,690.00

PAGE 1 TOTAL \$ 5,690.00

THANK YOU FOR YOUR BUSINESS!



Lake 19 Aeration

3 Diffuser Aeration

Legend

- #19 120V Compressor
- Diffuser Membrane

Google Earth

© 2020 Google

SECTION VIII

SECTION B

SECTION 1

2020 SPECIAL DISTRICTS QUALIFYING PROCEDURE

(Dates are subject to change)

Florida Statute 99.061

All special district candidates shall qualify by paying a filing fee of \$25.00 or by the petition process pursuant to Florida Statute 99.095. Notwithstanding Florida Statute 106.021, a Special District candidate who does not collect contributions and whose only expense is the filing fee or signature verification fee is not required to appoint a campaign treasurer or designate a primary campaign depository.

Candidates who WILL NOT incur election expenses or contributions will do the following:

1. If you choose to file by petition method, you need to collect 25 signatures of qualified electors in the district.
Petitions must be submitted by Noon on May 11, 2020.
2. Qualifying begins at Noon on June 8 and ends at Noon on June 12, 2020. To qualify you must present the items listed below (all items MUST be received by the end of the qualifying period):
 - Form 1 – Statement of Financial Interest
 - Loyalty Oath/Oath of Candidate
 - The amount of \$25.00 for your qualifying fee.
 - Candidates filing by the petition method are not required to pay the qualifying fee, however, will be charged .10 for each petition card viewed.

Candidates who WILL incur election expenses or contributions will do the following:

1. File DS-DE9 Appointment of Campaign Treasurer/Designation of Campaign Depository (open campaign account). This may be completed at any time prior to qualifying, but MUST be completed by the time you qualify.
2. Read Chapter 106 of the Florida Statutes, and submit a Statement of Candidate.
3. If you choose to file by petition method, you need to collect 25 signatures of qualified electors in the district. Form DS-DE9 Appointment of Campaign Treasurer Designation of Campaign Depository must be filed prior to collecting petitions. ***Petitions must be submitted by Noon on May 11, 2020.***
4. Qualifying begins at Noon on June 8 and ends at Noon on June 12, 2020. To qualify you must present the items listed below (all items MUST be received by the end of the qualifying period):
 - Form 1 – Statement of Financial Interest
 - Loyalty Oath/Oath of Candidate
 - The amount of \$25.00 for your qualifying fee.
 - Candidates filing by the petition method are not required to pay the qualifying fee, however, will be charged .10 for each petition card viewed.

SECTION 2



Reply To:

☐ Government Center North
400 South Street 1F
Post Office Box 1119
Titusville, FL 32781-1119
Telephone 321 264-6740
Fax 321 264-6741

☐ Viera Government Center
2725 Judge Fran Jamieson Way
Building C, Level 1
Post Office Box 410819
Melbourne, FL 32941-0819
Telephone 321 633-2124
Fax 321 633-2130

☐ South Brevard
Service Complex
1515 Sarno Road
Melbourne, FL 32935
Telephone 321 255-4455
Fax 321 255-4401

☐ Palm Bay
Service Complex
450 Cogan Drive, SE
Palm Bay, FL 32909
Telephone 321 952-6328
Fax 321 952-6332

TDD
321-454-6608

VOTER FRAUD HOTLINE
1-877-868-3737

May 18, 2020

Ms. Lauren Vanderveer
Governmental Management Services
219 East Livingston Street
Orlando, Florida 32801

RE: Viera East Community Development District

Dear Ms. Vanderveer:

I am writing in response to your request for the number of registered voters within the afore-mentioned community.

Please be advised our records indicate there are 7,748 registered voters as of April 15, 2020.

If you need any additional information, or have any questions, please feel free to contact me at 321/690-6833.

Kind regards,
Lori Scott
Lori Scott

LS/jem

SECTION 3

REBATE REPORT

\$5,805,000

Viera East Community Development District

(Brevard County, Florida)

Special Revenue Assessment Refunding Bonds, Series 2012

(Bank Qualified)

**Dated: March 13, 2012
Delivered: March 13, 2012**

**Rebate Report to the Computation Date
March 13, 2022
Reflecting Activity To
February 29, 2020**



TABLE OF CONTENTS

AMTEC Opinion	3
Summary of Rebate Computations	4
Summary of Computational Information and Definitions	5
Methodology	7
Sources and Uses	8
Proof of Arbitrage Yield	9
Bond Debt Service	10
Arbitrage Rebate Calculation Detail Report – Reserve Account	11
Arbitrage Rebate Calculation Detail Report – Interest Account	12
Arbitrage Rebate Calculation Detail Report – Rebate Computation Credits	13



AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

March 6, 2020

Viera East Community Development District
c/o Ms. Hannah Smith
Governmental Management Services
1001 Branford Way
Kingston, TN 37763

Re: \$5,805,000 Viera East Community Development District (Brevard County, Florida), Special
Revenue Assessment Refunding Bonds, Series 2012

Dear Ms. Smith:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of Viera East Community Development District (the "District").

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebutable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebutable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebutable Arbitrage.

We have scheduled our next Report as of February 28, 2021. Thank you for this engagement and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Trong M. Tran
Analyst

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the March 13, 2022 Computation Date
Reflecting Activity from March 13, 2012 through February 29, 2020

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Reserve Account	0.131928%	2,950.67	(127,836.21)
Interest Account	0.070718%	57.78	(5,548.36)
Totals	0.129761%	\$3,008.45	\$(133,384.57)
Bond Yield	4.524427%		
Rebate Computation Credits			(15,206.53)
Net Rebatable Arbitrage			\$(148,591.10)

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For the purpose of computing Rebatale Arbitrage, investment activity is reflected from March 13, 2012, the date of the closing, through February 29, 2020, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of March 13, 2022.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between March 13, 2012 and February 29, 2020, the District made periodic payments into the Bond Service Account that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Bond Service Account and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

6. The Bonds were issued, in part, for the purpose of currently refunding the District's Special Revenue Assessment Bonds, Series 1996 (the "Refunded Bonds"), as follows:

Issue	Principal Issued	Dated	Principal Refunded	Maturities Refunded	Redemption Date	Redemption Price
1996	\$7,355,000	9/24/96	\$6,146,050	5/1/13 to 5/1/26	5/1/12	100%

For the purpose of computing Rebatale Arbitrage, a portion of the remaining proceeds of the Refunded Bonds, equal to the percentage of the principal refunded by the Bonds divided by the outstanding principal of the Refunded Bonds immediately prior to the redemption date, transferred to the Bonds on May 1, 2012, subject to rebate at the yield of the Bonds.

DEFINITIONS

7. Computation Date

March 13, 2022.

8. Computation Period

The period beginning on March 13, 2012, the date of the closing, and ending on February 29, 2020.

9. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

10. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

11. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

12. Issue Price

The price determined on the basis of the initial offering price to the public at which price a substantial amount of the Bonds were sold.

13. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

14. Funds and Accounts

The Funds and Accounts Activity used in the compilation of this Report were received from the District and US Bank, Trustee, as follows:

Account Name	Account Number
Bond Service	158459000
Temporary Interest	158459006
Renewland and Replacement	158459004
Recreational Fee	158459002
Reserve	158459003
Benefit Assessment	158459001

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebatable Arbitrage, as of February 29, 2020, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to March 13, 2022. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on March 13, 2022, is the Rebatable Arbitrage.

\$5,805,000
Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Refunding Bonds, Series 2012
(Bank Qualified)
Delivered: March 13, 2012

Sources of Funds

Par Amount	\$5,805,000.00
Net Original Issue Discount	-32,690.45
Funds from Series 1996 Benefit Assessment Account	149,723.17
Funds from Series 1996 Benefit Recreation Account	200,001.74
Funds from Series 1996 Bond Service Account	2,633.31
Funds from Series 1996 Reserve Account	642,109.31
Underwriter's Discount	-87,075.00
Total	\$6,679,702.08

Uses of Funds

Escrow Fund	\$6,146,050.00
Reserve Account	280,125.00
Temporary Interest Account	149,723.17
Costs of Issuance	103,803.91
Total	\$6,679,702.08

PROOF OF ARBITRAGE YIELD

\$5,805,000

Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Refunding Bonds, Series 2012
(Bank Qualified)

Date	Debt Service	Present Value to 03/13/2012 @ 4.5244266157%
05/01/2012	31,520.67	31,333.20
11/01/2012	118,202.50	114,900.19
05/01/2013	443,202.50	421,289.96
11/01/2013	114,140.00	106,096.63
05/01/2014	449,140.00	408,253.83
11/01/2014	109,533.75	97,360.16
05/01/2015	454,533.75	395,079.31
11/01/2015	104,358.75	88,701.68
05/01/2016	459,358.75	381,803.38
11/01/2016	98,590.00	80,131.90
05/01/2017	463,590.00	368,460.94
11/01/2017	92,658.75	72,015.94
05/01/2018	472,658.75	359,231.76
11/01/2018	85,818.75	63,781.40
05/01/2019	480,818.75	349,444.37
11/01/2019	78,412.50	55,727.14
05/01/2020	488,412.50	339,432.20
11/01/2020	70,212.50	47,716.16
05/01/2021	495,212.50	329,099.71
11/01/2021	60,915.63	39,586.71
05/01/2022	505,915.63	321,501.95
11/01/2022	50,625.00	31,459.76
05/01/2023	520,625.00	316,373.55
11/01/2023	38,875.00	23,100.98
05/01/2024	528,875.00	307,324.94
11/01/2024	26,625.00	15,129.31
05/01/2025	546,625.00	303,741.32
11/01/2025	13,625.00	7,403.48
05/01/2026	558,625.00	296,827.67
	7,961,706.93	5,772,309.55

Proceeds Summary

Delivery date	03/13/2012
Par Value	5,805,000.00
Premium (Discount)	-32,690.45
Target for yield calculation	5,772,309.55

BOND DEBT SERVICE

\$5,805,000

Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Refunding Bonds, Series 2012
(Bank Qualified)

Dated Date 03/13/2012
Delivery Date 03/13/2012

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2012			31,520.67	31,520.67	31,520.67
11/01/2012			118,202.50	118,202.50	
05/01/2013	325,000	2.500%	118,202.50	443,202.50	561,405.00
11/01/2013			114,140.00	114,140.00	
05/01/2014	335,000	2.750%	114,140.00	449,140.00	563,280.00
11/01/2014			109,533.75	109,533.75	
05/01/2015	345,000	3.000%	109,533.75	454,533.75	564,067.50
11/01/2015			104,358.75	104,358.75	
05/01/2016	355,000	3.250%	104,358.75	459,358.75	563,717.50
11/01/2016			98,590.00	98,590.00	
05/01/2017	365,000	3.250%	98,590.00	463,590.00	562,180.00
11/01/2017			92,658.75	92,658.75	
05/01/2018	380,000	3.600%	92,658.75	472,658.75	565,317.50
11/01/2018			85,818.75	85,818.75	
05/01/2019	395,000	3.750%	85,818.75	480,818.75	566,637.50
11/01/2019			78,412.50	78,412.50	
05/01/2020	410,000	4.000%	78,412.50	488,412.50	566,825.00
11/01/2020			70,212.50	70,212.50	
05/01/2021	425,000	4.375%	70,212.50	495,212.50	565,425.00
11/01/2021			60,915.63	60,915.63	
05/01/2022	445,000	4.625%	60,915.63	505,915.63	566,831.26
11/01/2022			50,625.00	50,625.00	
05/01/2023	470,000	5.000%	50,625.00	520,625.00	571,250.00
11/01/2023			38,875.00	38,875.00	
05/01/2024	490,000	5.000%	38,875.00	528,875.00	567,750.00
11/01/2024			26,625.00	26,625.00	
05/01/2025	520,000	5.000%	26,625.00	546,625.00	573,250.00
11/01/2025			13,625.00	13,625.00	
05/01/2026	545,000	5.000%	13,625.00	558,625.00	572,250.00
	5,805,000		2,156,706.93	7,961,706.93	7,961,706.93

\$5,805,000
Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Refunding Bonds, Series 2012
(Bank Qualified)
Reserve Account

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.524427%)
03/13/12	Beg Bal	-280,125.00	-438,183.11
05/15/15		241.49	327.77
05/01/18		1,322.36	1,572.10
11/01/18		364.86	424.17
05/01/19		417.17	474.26
11/01/19		388.38	431.76
02/29/20	MMkt Bal	280,308.10	307,080.35
02/29/20	MMkt Acc	33.31	36.49
<hr/>			
03/13/22	TOTALS:	2,950.67	-127,836.21
<hr/>			

ISSUE DATE:	03/13/12	REBATABLE ARBITRAGE:	-127,836.21
COMP DATE:	03/13/22	NET INCOME:	2,950.67
BOND YIELD:	4.524427%	TAX INV YIELD:	0.131928%

\$5,805,000
Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Refunding Bonds, Series 2012
(Bank Qualified)
Interest Account

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.524427%)
03/13/12	Beg Bal	-149,723.17	-234,203.17
05/01/12		31,520.67	49,012.68
11/01/12		112,987.55	171,802.09
05/01/13		5,272.64	7,839.90
11/01/13		0.09	0.13

03/13/22	TOTALS:	57.78	-5,548.36

ISSUE DATE:	03/13/12	REBATABLE ARBITRAGE:	-5,548.36
COMP DATE:	03/13/22	NET INCOME:	57.78
BOND YIELD:	4.524427%	TAX INV YIELD:	0.070718%

\$5,805,000
Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Refunding Bonds, Series 2012
(Bank Qualified)
Rebate Computation Credits

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.524427%)
03/13/13		-1,590.00	-2,378.32
03/13/14		-1,620.00	-2,317.17
03/13/15		-1,650.00	-2,256.82
03/13/16		-1,650.00	-2,158.07
03/13/17		-1,670.00	-2,088.66
03/13/18		-1,700.00	-2,033.15
03/31/19		-1,730.00	-1,974.33

03/13/22	TOTALS:	-11,610.00	-15,206.53

ISSUE DATE: 03/13/12 REBATABLE ARBITRAGE: -15,206.53
COMP DATE: 03/13/22
BOND YIELD: 4.524427%

SECTION IX

SECTION A

Viera East
Community Development Districty
Check Register Summary
March 19, 2020 through May 20, 2020

Fund	Date	Check #'s	Amount
<i>General Fund</i>			
	3/19/20	3873-3879	\$ 52,696.84
	3/26/20	3880-3882	\$ 2,691.21
	4/2/20	3883-3891	\$ 70,689.80
	4/9/20	3892-3894	\$ 699.76
	4/16/20	3895-3898	\$ 9,407.51
	4/23/20	3899-3906	\$ 34,002.75
	4/30/20	3907-3908	\$ 2,497.74
	5/7/20	3909-3913	\$ 9,314.55
	5/15/20	3914-3916	\$ 9,891.75
		Sub-Total	\$ 191,891.91
<i>Capital Reserve</i>			
	4/2/20	72	\$ 57,817.33
		75	\$ 30,410.70
		Sub-Total	\$ 88,228.03
<i>Golf Course</i>			
	3/19/20	27608-27626	\$ 21,168.46
	3/26/20	27627-27636	\$ 19,642.70
	4/2/20	27637-27658	\$ 505,895.92
	4/9/20	27659-27669	\$ 8,283.30
	4/16/20	27670-27687	\$ 12,998.93
	4/23/20	27688-27698	\$ 23,605.84
	4/30/20	27699-27718	\$ 21,251.29
	5/7/20	27719-27738	\$ 10,796.43
	5/15/20	27739-27763	\$ 15,279.44
		Sub-Total	\$ 638,922.31
Total			\$ 919,042.25

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN 5/20/20

PAGE 1

*** CHECK DATES 03/19/2020 - 05/20/2020 ***

VIERA EAST-GENERAL FUND

BANK A VIERA EAST-GF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
3/19/20	00034	4/02/20 04022020	202003 340-53800-47300	UTILITIES/WATER	*	153.53	
				CITY OF COCOA			153.53 003873
3/19/20	00182	3/12/20 22915	202003 340-53800-47900	HAULING TRASH	*	240.00	
				DANNY'S RECYCLING & HAULING, INC			240.00 003874
3/19/20	00210	3/10/20 03102020	202003 340-53800-47300	ELECTRIC	*	19.70	
				FPL			19.70 003875
3/19/20	00190	3/12/20 106879	202003 340-53800-46000	SUPPLIES/FILTERS	*	376.48	
				NAPA AUTO PARTS			376.48 003876
3/30/20	00190	3/12/20 106879	202003 340-53800-46000	SUPPLIES/FILTERS	V	376.48-	
				NAPA AUTO PARTS			376.48-003876
3/19/20	00196	3/09/20 17WR5672	202003 330-53800-49400	REPLACE HYDRAULIC HOSE/LN	*	453.75	
				RING POWER CORPORATION			453.75 003877
3/19/20	00017	3/19/20 03192020	202003 300-20700-10000	DUE TO GOLF COURSE	*	9,949.34	
				VIERA EAST CDD - GOLF COURSE			9,949.34 003878
3/19/20	00134	3/19/20 03192020	202003 300-20700-10100	Q1 INTEREST & 2/7 RECEIPT	*	41,504.04	
				VIERA EAST CDD - SERIES 2006			41,504.04 003879
3/26/20	00195	3/19/20 8907149	202003 320-53800-34100	PEST CONTROL	*	328.08	
				ECOLAB PEST ELIMINATION DIV			328.08 003880
3/26/20	00190	3/19/20 108346	202003 340-53800-46000	AUTO SUPPLIES	*	64.99	
				NAPA AUTO PARTS			64.99 003881
3/26/20	00212	3/15/20 7047153	202003 340-53800-47400	RAIN BIRD SYSTEM	*	2,298.14	
				TIAA COMMERCIAL FINANCE, INC.			2,298.14 003882
4/02/20	00979	3/31/20 03312020	202003 340-53800-47300	QUART RECTANGLE WASTE	*	21.36	
				BELLE MOSSER			21.36 003883

VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
4/02/20	00186	12/09/19 22451	202004 340-53800-47900		*	240.00	
		DUMP & RETURN					
		3/23/20 22967	202003 340-53800-47900		*	240.00	
		DUMP & RETURN					
		3/27/20 22974	202003 340-53800-47900		*	240.00	
		DUMP & RETURN					
				DANNY'S RECYCLING & HAULING, INC			720.00 003884
4/02/20	00081	3/25/20 66948	202003 340-53800-46000		*	112.67	
		PARTS&LABOR REPLACE SEALS					
				ECOR INDUSTRIAL HYDRAULICS, INC			112.67 003885
4/02/20	00126	4/01/20 371	202004 310-51300-34000		*	8,370.00	
		MANAGEMENT FEES					
		4/01/20 371	202004 310-51300-31700		*	83.33	
		DISSEMINATION AGENT					
		4/01/20 371	202004 310-51300-35100		*	283.33	
		INFORMATION TECHNOLOGY					
				GOVERNMENTAL MANAGEMENT SERVICES			8,736.66 003886
4/02/20	00196	3/25/20 17WR5716	202003 330-53800-49400		*	521.43	
		FUEL LEAK REPAIR					
				RING POWER CORPORATION			521.43 003887
4/02/20	00188	3/03/20 91211940	202003 340-53800-54100		*	49.75	
		3/3 UNIFORMS					
		3/10/20 91211951	202003 340-53800-54100		*	49.75	
		3/10 UNIFORMS					
		3/17/20 91211962	202003 340-53800-54100		*	49.75	
		3/17 UNIFORMS					
		3/24/20 91211943	202003 340-53800-54100		*	49.75	
		3/24 UNIFORMS					
		3/31/20 91211985	202003 340-53800-54100		*	49.75	
		3/31 UNIFORMS					
				UNIFIRST CORPORATION			248.75 003888
4/02/20	00017	4/02/20 04022020	202004 300-20700-10000		*	5,957.02	
		AP 2/27-3/26					
		4/02/20 04022020	202004 300-20700-10000		*	27,124.81	
		FEB 20 PAYROLL					
		4/02/20 04022020	202004 300-20700-10000		*	26,889.74	
		MARCH 20 PAYROLL					
				VIERA EAST CDD - GOLF COURSE			59,971.57 003889
4/02/20	00160	4/02/20 04022020	202003 340-58100-10300		*	309.88	
		MARCH 20 MAINT RESERVE					
				VIERA EAST C/O STATE BOARD OF ADMIN			309.88 003890
				VIER --VIERA EAST-- HSMITH			

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN 5/20/20

PAGE 3

*** CHECK DATES 03/19/2020 - 05/20/2020 ***

VIERA EAST-GENERAL FUND

BANK A VIERA EAST-GF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
4/02/20	00211	3/30/20 555744	202004 340-53800-22000	WSS PREMIUM	*	47.48	
				WORKSITE SOLUTIONS			47.48 003891
4/09/20	00189	4/04/20 1625242	202004 340-53800-41000	TELEPHONE-BUS CLASS EXT	*	518.78	
				BLUELINE TELECOM GROUP, LLC			518.78 003892
4/09/20	00111	4/02/20 678803	202004 340-53800-47500	SPRAYER, COLLAR VITON	*	159.22	
				FORESTRY SUPPLIERS, INC.			159.22 003893
4/09/20	00177	3/31/20 03312020	202004 310-51300-49200	MILEAGE-MAILMAN JOEYS	*	21.76	
				INES CAMPOS			21.76 003894
4/16/20	00040	3/27/20 370557	202003 330-53800-47200	AQUATIC WEED CONTROL	*	9,287.20	
				ECOR INDUSTRIES, INC.			9,287.20 003895
4/16/20	00195	4/16/20 9046422	202004 320-53800-34100	PEST CONTROL	*	328.08	
				ECOLAB PEST ELIMINATION DIV			328.08 003896
4/16/20	00169	4/14/20 4999T	202004 340-53800-46000	SWITCH, SAF	*	49.01	
				FLORIDA COAST EQUIPMENT INC			49.01 003897
4/16/20	00210	4/11/20 31871754	202004 340-53800-47300	ELECTRIC	*	19.70	
				FPL			19.70 003898
4/23/20	00034	4/08/20 112086AP	202004 340-53800-47300	WATER/SEWER	*	136.65	
				CITY OF COCOA			136.65 003899
4/23/20	00186	4/16/20 23114	202004 340-53800-47900	DUMP & RETURN	*	240.00	
				DANNY'S RECYCLING & HAULING, INC			240.00 003900
4/23/20	00159	4/15/20 1816471	202004 310-51300-31100	SW POND BULKHEA	*	295.00	
		4/15/20 1816471	202004 310-51300-31100	CONTRACT DOCS FOR BIDDING	*	375.00	
				DEWBERRY ENGINEERS, INC.			670.00 003901

VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
4/23/20	00195	3/19/20 8907153	202004 320-53800-34100	PEST CONTROL	*	267.18	
				ECOLAB PEST ELIMINATION DIV			267.18 003902
4/23/20	00177	4/22/20 04222020	202004 340-53800-46000	REIMB-FIMCO HIGH FLO PUMP	*	24.50	
				INES CAMPOS			24.50 003903
4/23/20	00176	4/17/20 98681638	202004 340-53800-47500	CHEMICALS & HERBICIDE	*	838.37	
				SITEONE LANDSCAPE SUPPLY, LLC			838.37 003904
4/23/20	00043	4/23/20 042020	202004 340-58100-10300	MAINTENANCE RESERVE	*	309.88	
				STATE BOARD OF ADMINISTRATION			309.88 003905
4/23/20	00017	4/23/20 042020	202004 300-20700-10000	AP 4/2-4/16	*	6,271.47	
		4/23/20 042020	202004 300-20700-10000	APRIL PAYROLL	*	25,244.70	
				VIERA EAST CDD - GOLF COURSE			31,516.17 003906
4/30/20	00212	4/15/20 41580437	202004 340-53800-47400	RAINBIRD SYSTEM	*	2,298.74	
				TIAA COMMERCIAL FINANCE, INC.			2,298.74 003907
4/30/20	00188	4/07/20 91211996	202004 340-53800-54100	UNIFORMS 4.7.20	*	49.75	
		4/14/20 91212008	202004 340-53800-54100	UNIFORMS 4.14.20	*	49.75	
		4/21/20 91212019	202004 340-53800-54100	UNIFORMS 4.21.20	*	49.75	
		4/28/20 91212030	202004 340-53800-54100	UNIFORMS 4.28.20	*	49.75	
				UNIFIRST CORPORATION			199.00 003908
5/07/20	00222	4/30/20 169589	202004 330-53800-47100	BUSINESS CARDS	*	61.00	
				ALLEGRA-ROCKLEDGE			61.00 003909
5/07/20	00221	6/30/20 00055822	202004 340-53800-22000	ACC & DI PREMIUM	*	47.48	
				COMBINED INSURANCE COMPANY			47.48 003910
5/07/20	00186	5/05/20 23209	202005 340-53800-47900	DUMP & HAUL	*	240.00	
				DANNY'S RECYCLING & HAULING, INC			240.00 003911

VIER --VIERA EAST-- HSMITH

AP300R
 *** CHECK DATES 03/19/2020 - 05/20/2020 ***

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/20/20 PAGE 5
 VIERA EAST-GENERAL FUND
 BANK A VIERA EAST-GF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
5/07/20	00231	2/28/20 182	202004 310-51300-31500	GENERAL COUNSEL	*	228.88	
							228.88 003912
FISHKIND LITIGATION SERVICES INC							
5/07/20	00126	5/01/20 374	202005 310-51300-34000	MANAGEMENT FEES	*	8,370.00	
		5/01/20 374	202005 310-51300-35100	INFORMATION TECHNOLOGY	*	283.33	
		5/01/20 374	202005 310-51300-31700	DISSEMINATION AGENT	*	83.33	
		5/01/20 374	202005 310-51300-42000	POSTAGE	*	.50	
		5/01/20 374	202005 320-53800-51000	OFFICE SUPPLIES	*	.03	
							8,737.19 003913
GOVERNMENTAL MANAGEMENT SERVICES							
5/14/20	00056	5/22/20 1836431M	202005 300-15500-10000	ADT SECURITY	*	1,144.55	
							1,144.55 003914
ADT SECURITY SERVICES							
5/14/20	00159	5/11/20 1828742	202005 310-51300-31100	GENERAL ENGINEERING SERV	*	960.00	
							960.00 003915
DEWBERRY ENGINEERS, INC.							
5/14/20	00040	5/01/20 10114 AP	202004 330-53800-47200	AQUATIC WEED CONTROL	*	7,887.20	
							7,887.20 003916
ECOR INDUSTRIES, INC.							
TOTAL FOR BANK A						191,891.91	
TOTAL FOR REGISTER						191,891.91	

VIER --VIERA EAST-- HSMITH

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/20/20 PAGE 1
 *** CHECK DATES 03/19/2020 - 05/20/2020 *** VIERA EAST-SBA FUND
 BANK C CAPITAL RESERVES

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
4/02/20	00134	4/02/20 04022020	202004 300-20700-10100		DS ASSMT DEPOSIT ERROR	*	57,817.33	
								57,817.33 000072
----- VIERA EAST CDD - SERIES 2006 -----								
4/09/20	00038	11/25/19 1414372	202004 320-53800-60000		LITIGATION SVC THRU 10.31	*	30,410.70	
								30,410.70 000073
----- SHUTTS & BOWEN LLP -----								
							88,228.03	
TOTAL FOR BANK C							88,228.03	
TOTAL FOR REGISTER							88,228.03	

VIER --VIERA EAST-- HSMITH

AP300R

*** CHECK DATES 03/19/2020 - 05/20/2020 *** YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/20/20
 VIERA EAST- GOLF COURSE
 BANK B VIERA EAST-GOLF

PAGE 1

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/19/20	00782	3/17/20	37174	202003		340-57200-51100				*	25.50		
			CLEAN MATS AND LINENS										
		3/17/20	37174	202003		320-57200-51100				*	74.59		
			CLEAN MATS AND LINENS										
A LINEN CONNECTION												100.09 027608	
3/19/20	01445	3/11/20	27505	202003		390-57200-43000				*	201.80		
			LED LIGHTING										
		3/11/20	27505	202003		300-13100-10000				*	201.80		
			LED LIGHTING										
		3/11/20	27505	202003		320-57200-43000				*	201.80		
			LED LIGHTING										
		3/11/20	27505	202003		340-57200-43000				*	201.79		
			LED LIGHTING										
BANLEACO												807.19 027609	
3/19/20	00024	3/11/20	03112020	202003		390-57200-43000				*	366.45		
			UTILITIES/WATER										
		3/11/20	03112020	202003		330-57200-43000				*	225.69		
			UTILITIES/WATER										
		3/11/20	03112020	202003		350-57200-43000				*	225.68		
			UTILITIES/WATER										
CITY OF COCOA UTILITIES												817.82 027610	
3/19/20	01388	2/28/20	AR499845	202003		390-57200-51000				*	114.20		
			ADVERTISING										
DEX IMAGING												114.20 027611	
3/19/20	01333	3/15/20	03152020	202003		300-34700-00714				*	409.77		
			OWED BY VECDD										
		3/15/20	03152020	202003		320-57200-48000				*	227.50		
			130 DRINK TICKETS										
		3/15/20	03152020	202003		300-13100-10500				*	210.17-		
			FLORID CITY GAS/UTILITIES										
DIVOTS GRILLE												427.10 027612	
3/19/20	01335	3/11/20	19371824	202003		390-57200-54600				*	5,167.72		
			MONTHLY PAYMENT										
DLL FINANCE LLC												5,167.72 027613	
3/19/20	01326	3/06/20	03275825	202003		390-57200-47100				*	382.06		
			GOLF ROTOR										
		3/06/20	03275825	202003		300-15500-10000				*	1,528.22		
			GOLF ROTOR AP-JULY										
FIS OUTDOOR												1,910.28 027614	
VIER --VIERA EAST-- HSMITH													

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/20/20

PAGE 2

*** CHECK DATES 03/19/2020 - 05/20/2020 ***

VIERA EAST- GOLF COURSE
BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
3/19/20	00035	3/10/20 03102020	202003 320-57200-43000	ELECTRIC	*	58.75	
		3/10/20 03102020	202003 300-11500-10000	ELECTRIC	*	33.63	
		3/10/20 03102020	202003 350-57200-43000	ELECTRIC	*	652.37	
		3/10/20 03102020	202003 320-57200-43000	ELECTRIC	*	18.99	
		3/10/20 03102020	202003 390-57200-43000	ELECTRIC	*	1,363.88	
		3/10/20 03102020	202003 300-13100-10000	ELECTRIC	*	340.96	
		3/10/20 03102020	202003 330-57200-43000	ELECTRIC	*	542.81	
		3/10/20 03102020	202003 340-57200-43000	ELECTRIC	*	542.81	
			FPL				3,554.20 027615
3/19/20	00587	3/06/20 600325	202003 390-57200-46100	OIL AND GAS	*	306.63	
		3/06/20 600325	202003 300-13100-10000	OIL AND GAS	*	151.02	
		3/06/20 600326	202003 390-57200-46100	OIL AND GAS	*	849.12	
		3/06/20 600326	202003 300-13100-10000	OIL AND GAS	*	418.22	
			GLOVER OIL COMPANY INC				1,724.99 027616
3/19/20	00159	3/16/20 70629	202003 390-57200-51100	WORK GLOVES	*	9.52	
			ISLANDER GOLF SUPPLY, INC.				9.52 027617
3/19/20	00180	3/12/20 106879	202003 390-57200-46000	AUTO SUPPLIES	*	376.48	
			NAPA AUTO PARTS				376.48 027618
3/19/20	00694	3/12/20 607444	202003 390-57200-46000	DRIVE BELT	*	49.08	
		3/16/20 607552	202003 390-57200-46000	4 CYCLE DRUM/LUG W/ SPLIN	*	132.43	
			PRECISION SMALL ENGINE CO., INC.				181.51 027619
3/19/20	00165	2/28/20 17808	202003 390-57200-47500	1600 GAL POLY TANK	*	288.85	
		2/28/20 17808	202003 300-15500-10000	1600GAL TANK AP-JUNE	*	866.55	
			PRO PLUS INC				1,155.40 027620
			VIER --VIERA EAST-- HSMITH				

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/20/20 PAGE 3
 *** CHECK DATES 03/19/2020 - 05/20/2020 *** VIERA EAST- GOLF COURSE
 BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
3/19/20	00603	3/17/20 123681	202003 390-57200-46000	SEAL OIL/SHIPPING	*	30.95	
				ROCKLEDGE MOWER & SERVICE			30.95 027621
3/19/20	00130	3/13/20 32212084	202003 340-57200-51100	OFFICE SUPPLIES	*	823.80	
				SYSO			823.80 027622
3/19/20	01476	3/16/20 INV5000	202003 390-57200-47500	CHEMICALS	*	306.84	
		3/16/20 INV5000	202003 300-15500-10000	CHEMICALS AP - JULY	*	1,227.36	
				TARGET SPECIALTY PRODUCTS			1,534.20 027623
3/19/20	01366	3/08/20 6429900	202003 350-57200-46100	CUSHMAN OASIS PAYMENT	*	242.41	
		3/08/20 6429900	202003 390-57200-54600	CUSHMAN HAULER PAYMENT	*	419.64	
		3/08/20 6429900	202003 390-57200-54600	TORO SAND PRO PAYMENT	*	430.63	
				TCF NATIONAL BANK			1,092.68 027624
3/19/20	01165	3/10/20 63410793	202003 300-13100-10000	HEALTH INSURANCE	*	161.56	
		3/10/20 63410793	202003 300-13100-10000	HEALTH INSURANCE	*	200.65	
		3/10/20 63410793	202003 340-57200-22000	HEALTH INSURANCE	*	52.51	
		3/10/20 63410793	202003 390-57200-22000	HEALTH INSURANCE	*	655.61	
				UNITED HEALTHCARE INSURANCE COMPANY			1,070.33 027625
3/19/20	01344	3/16/20 S56556	202003 390-57200-51100	CHANGED FILTER/CLEAN DRAI	*	270.00	
				DIAL PLUMBING & A/C INC.			270.00 027626
3/26/20	00024	3/13/20 03132020	202003 320-57200-43000	WATER AND SEWER	*	78.63	
				CITY OF COCOA UTILITIES			78.63 027627
3/26/20	01478	3/13/20 1804280	202003 310-57200-31100	ENGINEERING FEES SW POND	*	1,875.00	
				DEWBERRY ENGINEERS INC			1,875.00 027628
3/26/20	00947	3/19/20 8907153	202003 330-57200-46400	PEST CONTROL	*	95.11	

VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		3/19/20	8907153 202003 340-57200-46400		*	95.11	
			PEST CONTROL				
		3/19/20	8907153 202003 390-57200-46500		*	76.96	
			PEST CONTORL				
				ECOLAB PEST ELIMINATION			267.18 027629
3/26/20	00034	3/13/20	15035114 202003 320-57200-43000		*	78.63	
			WATER & SEWER				
		3/13/20	15035114 202003 320-57200-43000		V	78.63-	
			WATER & SEWER				
				FLORIDA GOLF CENTRAL			.00 027630
3/26/20	01392	3/20/20	IC 202003 350-57200-51100		*	21.94	
			SUPPLIES-BOTTLES,GLOVES				
				INES CAMPOS			21.94 027631
3/26/20	01363	3/17/20	49570 202003 390-57200-47100		*	205.43	
			OSM/S SUPPLIES				
		3/20/20	49594 202003 390-57200-47100		*	348.00	
			IRRIGAITION COMPUTER				
				RAIN BIRD INTERNATIONAL, INC.			553.43 027632
3/26/20	01324	3/16/20	8999MAR2 202003 320-57200-34100		*	12.99	
			AMAZON PRIME				
		3/16/20	8999MAR2 202003 320-57200-41000		*	104.00	
			CRICKET WIRELESS				
		3/16/20	8999MAR2 202003 390-57200-51100		*	96.03	
			DEWALT BATTERY				
		3/16/20	8999MAR2 202003 300-13100-10000		*	96.03	
			DEWALT BATTERY				
		3/16/20	8999MAR2 202003 300-13100-10000		*	1,495.00	
			STEEL PAINTED GRATE				
		3/16/20	8999MAR2 202003 300-13100-10000		*	14.99	
			WALL MOUNT- HOSE HANGER				
		3/16/20	8999MAR2 202003 300-13100-10000		*	585.94	
			C.HONDA- CONVERTER BELT				
		3/16/20	8999MAR2 202003 390-57200-51100		*	297.90	
			GOLF BALL TENDER				
		3/16/20	8999MAR2 202003 300-13100-10000		*	165.34	
			POSTAGE				
		3/16/20	8999MAR2 202003 320-57200-51000		*	568.09	
			DESKTOP COMPUTER				
				REGIONS BANK			3,436.31 027633
3/26/20	01334	3/24/20	98044979 202003 390-57200-47100		*	220.75	
			ROTOR, SPRAYER, PITCHER				

VIER --VIERA EAST-- HSMITH

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/20/20
 *** CHECK DATES 03/19/2020 - 05/20/2020 *** VIERA EAST- GOLF COURSE
 BANK B VIERA EAST-GOLF

PAGE 5

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		3/24/20	98045100 202003 390-57200-47700	GRASS AND SEED	*	307.89	
				SITEONE LANDSCAPE SUPPLY, LLC			528.64 027634
3/26/20	01468	3/17/20	1126 202003 390-57200-47500	MIGHTY GREEN, EVERGREEN	*	513.60	
				TBT TURF SERVICES, LLC			513.60 027635
3/26/20	01366	3/14/20	6442722 202003 390-57200-54600	CUSHMAN HAULER	*	248.00	
		3/14/20	6442722 202003 350-57200-46100	GOLF CART LEASE	*	6,552.90	
		3/19/20	6447051 202003 390-57200-54600	TORO TURF PACKAGE	*	5,115.96	
		3/20/20	6448144 202003 390-57200-54600	KUBOTA LELY SPREADER	*	372.48	
				TCF NATIONAL BANK			12,289.34 027636
4/02/20	00782	3/31/20	38310 202003 340-57200-51100	MATS	*	28.50	
		3/31/20	38310 202003 320-57200-51100	MATS	*	71.59	
				A LINEN CONNECTION			100.09 027637
4/02/20	01132	3/21/20	3682663- 202004 300-13100-10000	CL PREM ADMIN	*	173.16	
		3/21/20	3682663- 202004 300-13100-10000	CL PREM GF MAINT	*	151.13	
		3/21/20	3682663- 202004 300-15500-10000	CL PREM OPERATIONS	*	17.37	
		3/21/20	3682663- 202004 300-15500-10000	CL PREMIUM GC MAINT	*	313.52	
				COLONIAL LIFE			655.18 027638
4/02/20	01388	3/23/20	AR506484 202003 390-57200-54600	COPIER LEASE & COPIES	*	115.11	
				DEX IMAGING			115.11 027639
4/02/20	01333	3/31/20	033120DG 202003 300-34700-00714	GIFT CARDS 3/15-3/31	*	332.88	
				DIVOTS GRILLE			332.88 027640
4/02/20	00587	3/20/20	601997 202003 390-57200-46110	ULTRA LOW SULFUR DIESEL	*	321.45	
		3/20/20	601997 202003 300-13100-10000	ULTRA LOW DIESEL GF	*	158.32	

VIER --VIERA EAST-- HSMITH

AP300R

 YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/20/20
 *** CHECK DATES 03/19/2020 - 05/20/2020 *** VIERA EAST- GOLF COURSE
 BANK B VIERA EAST-GOLF

PAGE 6

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		3/24/20 601754	202003 390-57200-46110		*	990.28	
		PREMIUM FUEL					
		3/24/20 601754	202003 300-13100-10000		*	487.75	
		PREMIUM FUEL GF					
				GLOVER OIL COMPANY INC			1,957.80 027641
4/02/20	00920	3/25/20 47214	202003 390-57200-47300		*	912.00	
		GREEN SAND					
				GOLF SPECIALTIES INC			912.00 027642
4/02/20	01355	4/01/20 7097	202004 350-57200-46100		*	936.00	
		IPAR7 PRO LEASE					
				GPS TECHNOLOGIES, INC.			936.00 027643
4/02/20	01071	4/01/20 372	202004 310-57200-31700		*	83.33	
		DISSEMINATION AGENT					
				GOVERNMENTAL MANAGEMENT SERVICES			83.33 027644
4/02/20	01127	4/01/20 10001535	202004 300-13100-10000		*	2,261.31	
		HF PREMIUM ADMIN					
		4/01/20 10001535	202004 300-13100-10000		*	1,389.05	
		HF PREMIUM GF MAINT					
		4/01/20 10001535	202004 390-57200-22000		*	3,811.68	
		HF PREMIUM GC MAINT					
				HEALTHFIRST HEALTH PLAN			7,462.04 027645
4/02/20	00158	3/19/20 482954	202003 390-57200-47500		*	580.00	
		CHEMICALS- PRIMO MAXX					
				HOWARD FERTILIZER CO., INC.			580.00 027646
4/02/20	01392	3/31/20 H0234-17	202003 320-57200-51100		*	33.70	
		GLOVES & DISINFECTANT					
				INES CAMPOS			33.70 027647
4/02/20	00483	3/25/20 6134 MAR	202003 390-57200-47400		*	34.93	
		SUPPLIES					
		3/25/20 6134 MAR	202003 390-57200-47400		*	182.22	
		BRIDGE REPAIR					
		3/25/20 6134 MAR	202003 390-57200-51100		*	62.40	
		SUPPLIES					
		3/25/20 6134 MAR	202003 300-13100-10000		*	34.20	
		GF MAINT SUPPLIES					
		3/25/20 6134 MAR	202003 390-57200-51100		*	41.62	
		BALL WASHER REPAIR					
				LOWE'S			355.37 027648

VIER --VIERA EAST-- HSMITH

AP300R
 *** CHECK DATES 03/19/2020 - 05/20/2020 *** YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/20/20 PAGE 7
 VIERA EAST- GOLF COURSE
 BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
4/02/20	00180	3/19/20 108346	202003 390-57200-46000		*	64.99	
		3/25/20 109296	202003 390-57200-46000	BATTERY CHARGE FUEL HOSE	*	90.25	
				NAPA AUTO PARTS			155.24 027649
4/02/20	01334	3/19/20 97883149	202003 390-57200-51100		*	435.85	
				DISP TOWELS& ROPE/CHAIN			
				SITEONE LANDSCAPE SUPPLY, LLC			435.85 027650
4/02/20	01210	3/28/20 80579990	202003 320-57200-51000		*	128.54	
				PRINTER CART, SHARPIES			
				STAPLES ADVANTAGE			128.54 027651
4/02/20	01403	4/01/20 04012020	202004 320-57200-51100		*	447.12	
				LOWES SUPPLIES			
				STEVE WING			447.12 027652
4/02/20	01476	3/26/20 INV5000	202003 390-57200-47500		*	325.00	
				CHEMICALS			
				TARGET SPECIALTY PRODUCTS			325.00 027653
4/02/20	01366	3/24/20 6451641	202004 390-57200-54600		*	652.34	
				TORO WORKMAN&PRO SWEEP			
				TCF NATIONAL BANK			652.34 027654
4/02/20	00807	3/03/20 91211940	202003 390-57200-54100		*	148.08	
				3/3 UNIFORM			
		3/10/20 91211951	202003 390-57200-54100		*	164.23	
				3/10 UNIFORMS			
		3/17/20 91211962	202003 390-57200-54100		*	148.08	
				3/17 UNIFORMS			
		3/24/20 91211974	202003 390-57200-54100		*	148.08	
				3/24 UNIFORMS			
		3/31/20 91211985	202003 390-57200-54100		*	148.08	
				3/31 UNIFORMS			
				UNIFIRST CORPORATION			756.55 027655
4/02/20	01244	4/02/20 050120DS	202004 300-15100-00700		*	488,412.00	
				5-1-20 DEBT SERVICE PYMT			
				VIERA EAST CDD - SERIES 2012			488,412.00 027656
4/02/20	01206	3/26/20 9101296-	202004 390-57200-47900		*	140.82	
				6YD DUMPSTER 1X WEEK			
		3/30/20 9100885-	202004 320-57200-34100		*	351.94	
				6YD DUMPSTER 3X WEEK			
				WM CORPORATE SERVICES, INC.			492.76 027657

VIER --VIERA EAST-- HSMITH

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN 5/20/20

PAGE 8

*** CHECK DATES 03/19/2020 - 05/20/2020 ***

VIERA EAST- GOLF COURSE
BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
4/02/20	00117	3/23/20 40945475	202003 390-57200-46000	HITCH & BALL JOINT	*	219.73	
		3/24/20 40945673	202003 390-57200-46000	SPINDLE & BALL JOINT	*	128.58	
		3/25/20 40945943	202003 390-57200-46000	SPINDLE	*	218.71	
							567.02 027658
4/09/20	01371	4/02/20 40183643	202004 300-15500-10000	ADT SECURITY SERVICES	*	195.98	
							195.98 027659
4/09/20	00987	4/01/20 24425	202004 320-57200-48000	VIERA VOICE AD	*	465.00	
							465.00 027660
4/09/20	01417	4/01/20 B2BSI730	202004 320-57200-48000	APRIL SOCIAL MEDIA ELITE	*	350.00	
							350.00 027661
4/09/20	00076	4/03/20 14629825	202004 300-13100-10500	MARCH GAS BILL	*	180.83	
							180.83 027662
4/09/20	01392	4/05/20 04052020	202004 390-57200-51150	GC MAINT SUPPLIES	*	30.32	
							30.32 027663
4/09/20	00180	4/07/20 111426	202004 390-57200-46000	REPAIRS	*	7.68	
							7.68 027664
4/09/20	01358	3/31/20 07722008	202003 390-57200-46000	CYLINDER RENTAL	*	28.90	
							28.90 027665
4/09/20	01334	3/27/20 98119262	202004 390-57200-47500	LESCO OXADIAZON FERTILIZE	*	590.00	
		3/27/20 98119262	202004 300-15500-10000	FERTILIZER MAY-SEPT	*	2,950.00	
		4/07/20 98410784	202004 390-57200-47500	CHEMICALS APRIL	*	472.33	
		4/07/20 98410784	202004 300-15500-10000	CHEMICALS MAY-JUNE	*	944.66	
							4,956.99 027666
VIER --VIERA EAST-- HSMITH							

AP300R
 *** CHECK DATES 03/19/2020 - 05/20/2020 ***
 YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/20/20
 VIERA EAST- GOLF COURSE
 BANK B VIERA EAST-GOLF
 PAGE 9

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
4/09/20	01468	4/02/20 1139	202004 390-57200-47500	FOAM CONTORL/MICRONUTRIEN	*	345.61	
				TBT TURF SERVICES, LLC			345.61 027667
4/09/20	01421	3/31/20 0320-TR7	202003 300-13100-10000	GF ADMIN WAGWORKS	*	8.33	
		3/31/20 0320-TR7	202003 300-13100-10000	GF MAINT WAGWORKS	*	33.33	
		3/31/20 0320-TR7	202003 390-57200-22000	GC MAINT WAGWORKS	*	58.34	
				WAGWORKS, INC.			100.00 027668
4/09/20	00117	3/27/20 40946290	202004 390-57200-46000	BRUSHING,DISC,SCREW	*	303.37	
		4/01/20 40946987	202004 390-57200-46000	GOLF MAINT SUPPLIES APRIL	*	439.54	
		4/01/20 40946987	202004 300-15500-10000	GOLF MAINT SUPP MAY-JUNE	*	879.08	
				WESCOTURF INC.			1,621.99 027669
4/16/20	00782	4/14/20 38923	202004 340-57200-51100	MATS	*	28.50	
		4/14/20 38923	202004 320-57200-51100	MATS	*	71.59	
				A LINEN CONNECTION			100.09 027670
4/16/20	01445	4/08/20 2004728A	202004 390-57200-43000	LED LIGHTING	*	201.80	
		4/08/20 2004728A	202004 300-13100-10000	LED LIGHTING	*	201.80	
		4/08/20 2004728A	202004 320-57200-43000	LED LIGHTING	*	201.80	
		4/08/20 2004728A	202004 340-57200-43000	LED LIGHTING	*	201.79	
				BANLEACO			807.19 027671
4/16/20	01333	4/15/20 04152020	202004 300-34700-00714	APRIL 1-15 GIFT CARDS	*	243.46	
		4/15/20 04152020	202004 300-13100-10500	FLC GAS BILL	*	180.83-	
				DIVOTS GRILLE			62.63 027672
4/16/20	00947	4/16/20 9046426	202004 330-57200-46400	PEST CONTROL	*	95.11	
		4/16/20 9046426	202004 340-57200-46400	PEST CONTROL	*	95.11	

VIER --VIERA EAST-- HSMITH

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN 5/20/20

PAGE 10

*** CHECK DATES 03/19/2020 - 05/20/2020 ***

VIERA EAST- GOLF COURSE

BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		4/16/20 9046426	202004 390-57200-46500	PEST CONTROL	*	76.96	
				ECOLAB PEST ELIMINATION			267.18 027673
4/16/20	00108	3/18/20 3289214	202003 320-57200-48000	LEGAL ADVERTISING	*	353.82	
				FLORIDA TODAY			353.82 027674
4/16/20	00076	4/01/20 2991694	202004 300-13100-10500	GAS BILL DIVOTS	*	180.83	
		4/01/20 2991694	202004 300-13100-10500	GAS BILL DIVOTS	V	180.83-	
				FLORIDA CITY GAS			.00 027675
4/16/20	00035	4/09/20 10579423	202004 320-57200-43000	ELECTRIC	*	56.58	
		4/09/20 10579423	202004 300-11500-10000	ELECTRIC	*	32.38	
		4/09/20 34493318	202004 330-57200-43000	ELECTRIC	*	459.01	
		4/09/20 34493318	202004 340-57200-43000	ELECTRIC	*	459.01	
		4/09/20 79385210	202004 340-57200-43000	ELECTRIC	*	810.71	
		4/09/20 83490451	202004 390-57200-43000	ELECTRIC	*	1,995.49	
		4/09/20 83490451	202004 300-13100-10000	ELECTRIC	*	498.87	
		4/09/20 91273570	202004 320-57200-43000	ELECTRIC	*	21.26	
				FPL			4,333.31 027676
4/16/20	00587	4/03/20 603103	202004 390-57200-46110	PREMIUM FUEL	*	488.03	
		4/03/20 603103	202004 300-13100-10000	PREMIUM FUEL	*	240.37	
				GLOVER OIL COMPANY INC			728.40 027677
4/16/20	00564	4/06/20 47278	202004 390-57200-47300	160/MEDIUM TOPDRESSING	*	638.55	
				GOLF SPECIALTIES, INC.			638.55 027678
4/16/20	01372	4/01/20 26787710	202004 320-57200-34100	COPIER LEASE	*	120.32	
		4/01/20 26787710	202004 300-13100-10000	COPIER LEASE	*	120.31	
				GREAT AMERICA FINANCIAL SVCS			240.63 027679
				VIER --VIERA EAST-- HSMITH			

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN 5/20/20

PAGE 11

*** CHECK DATES 03/19/2020 - 05/20/2020 ***

VIERA EAST- GOLF COURSE

BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
4/16/20	00158	4/01/20 1005688	202004 390-57200-47500	TRIBUNE & RANGER PRO	*	401.09	
				HOWARD FERTILIZER CO., INC.			401.09 027680
4/16/20	01350	3/30/20 17921560	202003 350-57200-46100	GOLF BALL MACHINE	*	235.79	
		3/30/20 17921560	202003 300-13100-10000	FIRE & BURGLARY ALARMS	*	511.54	
				MARLIN BUSINESS BANK			747.33 027681
4/16/20	00180	4/06/20 111264	202004 390-57200-46000	FHP POWERATED BELT	*	17.08	
				NAPA AUTO PARTS			17.08 027682
4/16/20	00127	4/14/20 608640	202004 390-57200-46000	PUMP & CUTOFF WHEEL PACK	*	273.66	
				PRECISION			273.66 027683
4/16/20	01479	4/15/20 TH042020	202004 350-57200-51100	FACE MASKS-VE EMPLOYEES	*	736.04	
				TAMARA HOUSTON			736.04 027684
4/16/20	01366	3/29/20 6460080	202003 390-57200-54600	TORO REELMASTER	*	1,065.98	
		4/07/20 6470312	202004 350-57200-46100	CUSHMAN REFRESHER OASIS	*	242.41	
		4/07/20 6470312	202004 390-57200-54600	CUSHMAN HAULER PRO	*	419.64	
		4/07/20 6470312	202004 390-57200-54600	TORO SAND PRO	*	430.63	
				TCF NATIONAL BANK			2,158.66 027685
4/16/20	01281	4/01/20 04012020	202004 390-57200-22500	GOLF COURSE CONSULTING	*	500.00	
				THOMAS TRAMMELL			500.00 027686
4/16/20	00117	4/03/20 40947428	202004 390-57200-46000	TUBES,NUTS,HOSE,SCREWS	*	298.66	
		4/09/20 40948306	202004 390-57200-46000	HOSE,BEARING,SCREW	*	249.83	
		4/09/20 40948306	202004 390-57200-46000	PENDING CREDIT	*	96.05-	
				WESCOTURF INC.			452.44 027687
4/23/20	00024	4/10/20 042020	202004 320-57200-43000	WATER/SEWER	*	146.42	

VIER --VIERA EAST-- HSMITH

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/20/20
 *** CHECK DATES 03/19/2020 - 05/20/2020 *** VIERA EAST- GOLF COURSE
 BANK B VIERA EAST-GOLF

PAGE 12

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		4/10/20 042020	202004 330-57200-43000		*	146.42	
			WATER/SEWER				
		4/10/20 042020	202004 340-57200-43000		*	146.40	
			WATER/SEWER				
		4/10/20 70192AP2	202004 390-57200-43000		*	463.50	
			WATER/SEWER				
				CITY OF COCOA UTILITIES			902.74 027688
4/23/20	01388	3/04/20 AR501838	202004 390-57200-54600		*	92.23	
			STAPLER/STACKER FINISHER				
				DEX IMAGING			92.23 027689
4/23/20	01335	4/10/20 19506905	202004 390-57200-54600		*	5,167.72	
			EQUIPMENT LEASE				
				DLL FINANCE LLC			5,167.72 027690
4/23/20	01127	4/15/20 10001548	202004 300-13100-10000		*	2,261.31	
			GF ADMIN PREMIUM				
		4/15/20 10001548	202004 300-13100-10000		*	1,389.05	
			GF MAINT PREMIUM				
		4/15/20 10001548	202004 390-57200-22000		*	3,811.68	
			GC MAINT PREMIUM				
				HEALTHFIRST HEALTH PLAN			7,462.04 027691
4/23/20	01480	4/22/20 7	202004 300-14200-10000		*	231.00	
			BOTTLED BUG SPRAY				
				MCA + MAA ENTERPRISES INC			231.00 027692
4/23/20	00626	4/08/20 1448502	202003 310-57200-31500		*	905.00	
			GENERAL REPRESENTATION				
				SHUTTS & BOWEN LLP			905.00 027693
4/23/20	01210	4/18/20 80581813	202004 320-57200-51000		*	56.05	
			OFFICE SUPPLIES				
				STAPLES ADVANTAGE			56.05 027694
4/23/20	00130	4/16/20 32215849	202004 340-57200-51100		*	620.34	
			OPERATING SUPPLIES				
				SYSCO			620.34 027695
4/23/20	01479	4/20/20 04202020	202004 350-57200-51100		*	297.50	
			MASKS FOR VE EMPLOYEES				
				TAMARA HOUSTON			297.50 027696
4/23/20	01366	4/13/20 6480151	202004 390-57200-54600		*	248.00	
			2019 CUSHMAN HAULER				

VIER --VIERA EAST-- HSMITH

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/20/20
 *** CHECK DATES 03/19/2020 - 05/20/2020 *** VIERA EAST- GOLF COURSE
 BANK B VIERA EAST-GOLF

PAGE 13

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		4/13/20	6480151 202004 350-57200-46100	GOLF CART FLEET	*	6,552.90	
				TCF NATIONAL BANK			6,800.90 027697
4/23/20	01165	4/10/20	63415673 202004 300-13100-10000	GF ADMIN PREMIUM	*	161.56	
		4/10/20	63415673 202004 300-13100-10000	GF MAINT PREMIUM	*	200.65	
		4/10/20	63415673 202004 340-57200-22000	GC OPERATIONS PREMIUM	*	52.51	
		4/10/20	63415673 202004 390-57200-22000	GC MAINT PREMIUM	*	655.60	
				UNITED HEALTHCARE INSURANCE COMPANY			1,070.32 027698
4/30/20	00024	4/15/20	4295APRI 202004 320-57200-43000	WATER & SEWER	*	86.53	
				CITY OF COCOA UTILITIES			86.53 027699
4/30/20	00364	4/27/20	04272020 202004 320-57200-51000	LOWES SUPPLIES REIMBURE	*	41.62	
				DAVID JUDY			41.62 027700
4/30/20	01340	4/22/20	0143239- 202004 350-57200-51300	WHEEL, SCREWS, BRUSHING	*	254.38	
				EASY PICKER GOLF PRODUCTS, INC.			254.38 027701
4/30/20	00419	3/13/20	13849 202004 340-57200-51100	ORBIT CARD SALES	*	855.00	
				FLORIDA SPACE COAST GOLF ASSOC			855.00 027702
4/30/20	01475	3/25/20	41738224 202004 300-14200-10000	UNDER ARMOUR SKORT	*	148.16	
		3/27/20	41739179 202004 300-14200-10000	UNDER ARMOUR POLOS	*	366.68	
		4/22/20	41740391 202004 300-14200-10000	UNDER ARMOUR POLOS MEN	*	391.69	
				GFSI LLC			906.53 027703
4/30/20	00587	4/15/20	603102 202004 390-57200-46110	ULTRA LOW SULFUR DIESEL	*	327.67	
		4/15/20	603102 202004 300-13100-10000	ULTRA LOW SULFUR DIESEL	*	161.98	
		4/23/20	596534 202004 390-57200-46110	ULTRA LOW SULFUR DIESEL	*	271.90	
		4/23/20	596534 202004 300-13100-10000	ULTRA LOW SULFUR DIESEL	*	133.91	

VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		4/23/20	596535 202004 390-57200-46110		*	843.74	
			PREMIUM FUEL				
		4/23/20	596535 202004 300-13100-10000		*	415.56	
			PREMIUM FUEL				
				GLOVER OIL COMPANY INC			2,154.76 027704
4/30/20	00184	4/14/20	0566020- 202004 390-57200-47300		*	331.18	
			BLACK SAND				
				GOLF AGRONOMICS INC			331.18 027705
4/30/20	01392	4/27/20	04272020 202004 340-57200-51100		*	9.00	
			AFTER SUN GEL				
				INES CAMPOS			9.00 027706
4/30/20	01189	4/17/20	6901 202004 320-57200-48000		*	350.00	
			1/2 PAGE AD SPACE COAST				
				MAVERICK MULTIMEDIA INC			350.00 027707
4/30/20	00180	4/14/20	112643 202004 390-57200-46000		*	39.97	
			BEARING/HIGH POINT DC				
				NAPA AUTO PARTS			39.97 027708
4/30/20	00127	4/16/20	608785 202004 390-57200-49800		*	202.36	
			SUPPORT BELT & GLOVES				
				PRECISION			202.36 027709
4/30/20	01363	4/27/20	49845 202004 390-57200-47100		*	348.00	
			GSP PAYMENT IRRIGATION				
				RAIN BIRD INTERNATIONAL, INC.			348.00 027710
4/30/20	01324	4/16/20	8999APRI 202004 340-57200-51100		*	21.94	
			LARGE GLOVES CART BARN				
		4/16/20	8999APRI 202004 320-57200-34100		*	12.99	
			AMAZON PRIME				
		4/16/20	8999APRI 202004 320-57200-41000		*	104.00	
			CRICKET WIRELESS				
		4/16/20	8999APRI 202004 300-13100-10000		*	361.50	
			STAMP ROLLS				
		4/16/20	8999APRI 202004 320-57200-51000		*	69.93	
			HAND SANITIZER				
		4/16/20	8999APRI 202004 340-57200-51100		*	19.56	
			LARGE GLOVES CART BARN				
		4/16/20	8999APRI 202004 300-15500-10000		*	369.92	
			BRIGHTHOUSE NETWORKS				
				REGIONS BANK			959.84 027711

VIER --VIERA EAST-- HSMITH

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/20/20 PAGE 15
 *** CHECK DATES 03/19/2020 - 05/20/2020 *** VIERA EAST- GOLF COURSE
 BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
4/30/20	01334	4/20/20 98657170	202004 390-57200-47500			*	810.91		
		FERTILIZER & HERBICIDE							
		4/20/20 98657170	202004 300-15500-10000			*	3,243.65		
		FERTILIZER & HERBICIDE							
		4/22/20 98820649	202004 390-57200-47500			*	96.41		
		HERBICIDE							
		4/22/20 98820649	202004 390-57200-47100			*	22.00		
		PVC CAP & ADAPTER							
					SITEONE LANDSCAPE SUPPLY, LLC			4,172.97	027712
4/30/20	00130	4/27/20 32216756	202004 340-57200-51100			*	752.59		
		SANITIZER, SOAP, TRASH BAG							
					SYSCO			752.59	027713
4/30/20	01468	4/22/20 1141	202004 390-57200-47500			*	405.10		
		PRO SELECT&PALM TREE FERT							
		4/22/20 1141	202004 300-15500-10000			*	810.21		
		PRO SELECT&PALM TREE FERT							
					TBT TURF SERVICES, LLC			1,215.31	027714
4/30/20	01366	4/18/20 6489657	202004 390-57200-54600			*	5,115.96		
		TORO TURF PACKAGE							
		4/19/20 6489658	202004 390-57200-54600			*	372.48		
		KUBOTA BROADCAST SPREADER							
		4/23/20 6493369	202004 390-57200-54600			*	652.34		
		TORO WORKMAN&PRO SWEEP							
					TCF NATIONAL BANK			6,140.78	027715
4/30/20	00807	4/07/20 91211996	202004 390-57200-54100			*	148.08		
		UNIFORMS 4.7.20							
		4/14/20 91212008	202004 390-57200-54100			*	148.08		
		UNIFORMS 4.14.20							
		4/21/20 91212019	202004 390-57200-54100			*	148.08		
		UNIFORMS 4.21.20							
		4/28/20 91212030	202004 390-57200-54100			*	148.08		
		UNIFORMS 4.28.20							
					UNIFIRST CORPORATION			592.32	027716
4/30/20	00117	4/09/20 40948516	202004 390-57200-46000			*	73.62		
		HOSE- SUCTION							
		4/14/20 40948876	202004 390-57200-46000			*	59.14		
		SWITCH							
		4/14/20 40949112	202004 390-57200-46000			*	275.97		
		RIM & TIRE							
		4/16/20 40949342	202004 390-57200-46000			*	272.17		
		WHEEL 22X11							

VIER --VIERA EAST-- HSMITH

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/20/20
 *** CHECK DATES 03/19/2020 - 05/20/2020 *** VIERA EAST- GOLF COURSE
 BANK B VIERA EAST-GOLF

PAGE 16

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		4/21/20	40949907 202004 390-57200-46000		*	340.39	
			CONTROL ARM SPRING MOUNT				
		4/21/20	40949907 202004 390-57200-46000		*	300.00	
			COULTER CARRIER FRAME				
		4/21/20	40949907 202004 390-57200-46000		*	50.10	
			FREIGHT				
		4/23/20	40950408 202004 390-57200-46000		*	20.78	
			BRUSHING				
		4/23/20	40950409 202004 390-57200-46000		*	184.98	
			SCREW/ MOUNT-PIVOT,A-ARMS				
				WESCOTURF INC.			1,577.15 027717
4/30/20	01397	4/15/20	700277 202004 350-57200-46100		*	97.00	
			YAMAHA LEASE				
		4/15/20	700325 202004 350-57200-46100		*	164.00	
			GOLF CART LEASE				
				YAMAHA MOTOR FINANCE CORP, USA			261.00 027718
5/07/20	00782	4/28/20	39485 202004 340-57200-51100		*	25.50	
			MATS				
		4/28/20	39485 202004 320-57200-51100		*	74.59	
			MAT				
				A LINEN CONNECTION			100.09 027719
5/07/20	01413	3/19/20	90844513 202004 300-14200-10000		*	490.30	
			TITLEIST SPORT MESH				
				ACUSHNET COMPANY			490.30 027720
5/07/20	00390	3/04/20	93132458 202005 300-14200-10000		*	1,834.74	
			GOLF BALLS				
		3/09/20	93134369 202004 300-14200-10000		*	891.84	
			GOLF BALLS				
				CALLAWAY			2,726.58 027721
5/07/20	01481	5/06/20	62341579 202005 320-57200-51200		*	58.99	
			PGA AMERICA BG SCREEN				
				CHRISTOPHER THOMAS GAME			58.99 027722
5/07/20	01243	2/21/20	G1976065 202004 300-14200-10000		*	50.50	
			PUMA MENS POLO				
		2/22/20	G1973170 202004 300-14200-10000		*	589.50	
			PUMA MENS POLOS				
				COBRA GOLF, INC			640.00 027723
5/07/20	01132	4/21/20	3682663- 202004 300-13100-10000		*	173.16	
			GF ADMIN PREMIUM				

VIER --VIERA EAST-- HSMITH

AP300R
 *** CHECK DATES 03/19/2020 - 05/20/2020 *** YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/20/20 PAGE 17
 VIERA EAST- GOLF COURSE
 BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		4/21/20	3682663- 202004 300-13100-10000		*	151.13	
			GF MAINT PREMIUM				
		4/21/20	3682663- 202004 300-15500-10000		*	313.52	
			GC AMINT PREMIUM				
				COLONIAL LIFE			637.81 027724
5/07/20	01241	4/28/20	20SPR-47 202004 320-57200-46000		*	250.00	
			QTR WINDOW CLEANING				
				CRYSTAL HI RISE, INC.			250.00 027725
5/07/20	01388	4/21/20	AR512475 202004 320-57200-34100		*	115.66	
			COPIER LEASE				
				DEX IMAGING			115.66 027726
5/07/20	01333	4/30/20	DG043020 202004 300-34700-00714		*	198.70	
			GIFT CARDS APRIL 16-30				
				DIVOTS GRILLE			198.70 027727
5/07/20	01394	4/24/20	62551935 202004 330-57200-54600		*	97.78	
			CONTRACT LEASE				
				ECOLAB			97.78 027728
5/07/20	01071	5/01/20	375 202005 310-57200-31700		*	83.33	
			DISSEMINATION AGENT				
				GOVERNMENTAL MANAGEMENT SERVICES			83.33 027729
5/07/20	00483	4/25/20	6134APRI 202004 300-13100-10000		*	30.15	
			GF MAINT SUPPLIES				
		4/25/20	6134APRI 202004 390-57200-47100		*	34.70	
			GC MAINT SUPPLIES				
		4/25/20	6134APRI 202004 390-57200-46000		*	75.03	
			REPAIR SUPPLIES				
		4/25/20	6134APRI 202004 300-13100-10000		*	24.32	
			GF MAINT SUPPLIES				
				LOWE'S			164.20 027730
5/07/20	01350	4/28/20	18009127 202005 350-57200-46100		*	235.79	
			GOLF BALL DISPENSING MACH				
		4/28/20	18009127 202005 300-13100-10000		*	511.54	
			FIRE & BURLARY ALARMS				
				MARLIN BUSINESS BANK			747.33 027731
5/07/20	01314	4/17/20	CM21759 202004 320-57200-54000		*	250.00	
			SE COMMERCIAL APPL LICENS				
				SCOTT EBERLY			250.00 027732

VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
5/07/20	01210	5/02/20 80583096	202004 320-57200-51000	OFFICE SUPPLIES	*	77.18	
				STAPLES ADVANTAGE			77.18 027733
5/07/20	00243	3/14/20 34178990	202004 300-14200-10000	TM STRATUS GLOVE & HATS	*	558.45	
		3/20/20 34191985	202004 300-14200-10000	TAYLORMADE NOODLE 15 PACK	*	979.20	
		3/25/20 34196255	202004 300-14200-10000	TAYLORMADE STRATUS GLOVE	*	312.09	
				TAYLOR MADE GOLF COMPANY, INC			1,849.74 027734
5/07/20	01366	4/28/20 6501560	202005 390-57200-54600	TORO REELMASTER	*	1,065.98	
				TCF NATIONAL BANK			1,065.98 027735
5/07/20	01206	4/27/20 9103495	202005 320-57200-34100	6YD DUMPSTER 3X WEEK	*	351.94	
		4/27/20 9103899	202005 390-57200-47900	6YD DUMPSTER 1X WEEK	*	140.82	
				WM CORPORATE SERVICES, INC.			492.76 027736
5/07/20	01482	4/17/20 CM21759	202004 320-57200-54000	SCOTT EBERLY APP LICENSE	*	250.00	
				PESTICIDE CERTIFICATION SECTION			250.00 027737
5/07/20	01281	5/01/20 05012020	202005 390-57200-22500	GOLF COURSE CONSULTING	*	500.00	
				THOMAS TRAMMELL			500.00 027738
5/14/20	00782	5/14/20 40265	202005 340-57200-51100	MATS	*	25.50	
		5/14/20 40265	202005 320-57200-51100	MATS	*	74.59	
				A LINEN CONNECTION			100.09 027739
5/14/20	01445	5/06/20 57117MAY	202005 390-57200-43000	LED LIGHTING	*	201.80	
		5/06/20 57117MAY	202005 300-13100-10000	LED LIGHTING	*	201.80	
		5/06/20 57117MAY	202005 320-57200-43000	LED LIGHTING	*	201.80	
		5/06/20 57117MAY	202005 340-57200-43000	LED LIGHTING	*	201.79	
				BANLEACO			807.19 027740

VIER --VIERA EAST-- HSMITH

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/20/20 PAGE 19
 *** CHECK DATES 03/19/2020 - 05/20/2020 *** VIERA EAST- GOLF COURSE
 BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
5/14/20	00987	5/01/20 24511	202005 320-57200-48000	VIERA VOICE 1/4 PAGE	*	465.00	
				BLUEWATER CREATIVE GROUP INC			465.00 027741
5/14/20	01370	4/28/20 835715	202005 390-57200-46000	TORO ROTARY BLADE	*	332.79	
				BRONSONS TURF & HORTICULTURE			332.79 027742
5/14/20	01484	5/12/20 E-8596	202005 300-15500-10000	1/4 STANDARD JUNE 2020	*	386.60	
		5/12/20 E-8596	202005 300-15500-10000	1/4 STANDARD JUNE 2020	*	386.60	
				DECIDED EXCELLENCE CATHOLIC MEDIA			773.20 027743
5/14/20	01394	5/02/20 62553805	202005 330-57200-54600	DISH MACHINE RENTAL	*	97.78	
				ECOLAB			97.78 027744
5/14/20	00030	4/28/20 69977215	202005 320-57200-42000	POSTAGE	*	21.31	
				FEDEX			21.31 027745
5/14/20	00076	5/05/20 14629825	202005 300-13100-10500	GAS	*	157.85	
				FLORIDA CITY GAS			157.85 027746
5/14/20	00587	5/07/20 605918	202005 390-57200-46100	ULTRA LOW SULFUR DYED DIE	*	273.24	
		5/07/20 605918	202005 300-13100-10000	ULTRA LOW SULFUR DYED DIE	*	134.58	
		5/07/20 605919	202005 390-57200-46100	PREMIUM FUEL	*	621.63	
		5/07/20 605919	202005 300-13100-10000	PREMIUM FUEL	*	306.17	
				GLOVER OIL COMPANY INC			1,335.62 027747
5/14/20	01355	5/01/20 7098	202005 350-57200-46100	IPAR7 PRO LEASE PAYMENT	*	936.00	
				GPS TECHNOLOGIES, INC.			936.00 027748
5/14/20	01372	5/04/20 26978588	202005 320-57200-34100	COPIER LEASE	*	120.32	
		5/04/20 26978588	202005 300-13100-10000	COPIER LEASE	*	120.31	
				GREAT AMERICA FINANCIAL SVCS			240.63 027749

VIER --VIERA EAST-- HSMITH

AP300R

*** CHECK DATES 03/19/2020 - 05/20/2020 ***

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN 5/20/20

PAGE 20

VIERA EAST- GOLF COURSE
BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
5/14/20	01392	4/30/20 04302020	202004 320-57200-51200		*	18.41	
		MILEAGE REIMBURSEMENT					
		5/03/20 05032020	202005 320-57200-51100		*	35.88	
		REIMBURE HD SUPPLIES					
				INES CAMPOS			54.29 027750
5/14/20	00159	5/11/20 9	202005 390-57200-46000		*	12.79	
		LIQUITUBE TIRE SEALANT					
				ISLANDER GOLF SUPPLY, INC.			12.79 027751
5/14/20	01420	5/08/20 55	202005 390-57200-47400		*	350.00	
		REMOVED WASHINGTON PALM					
				LELAND'S TREE SERVICE			350.00 027752
5/14/20	00180	5/08/20 116633	202005 390-57200-46110		*	112.98	
		PREM AW 68 HYDFL 5G					
				NAPA AUTO PARTS			112.98 027753
5/14/20	01358	4/30/20 07803677	202005 390-57200-46000		*	28.00	
		CYLINDER RENTAL					
				NEXAIR, LLC			28.00 027754
5/14/20	00995	12/26/19 5103378	202005 340-57200-54100		*	883.04	
		ADJUSTABLE LOW CROWN KHAK					
				PUKKA INC.			883.04 027755
5/14/20	00603	5/11/20 126338	202005 390-57200-46000		*	115.75	
		SUPPLIES					
				ROCKLEDGE MOWER & SERVICE			115.75 027756
5/14/20	00176	5/11/20 52119736	202005 390-57200-46000		*	75.76	
		AUTO BATTERY					
				ROYAL BATTERY DISTRIBUTORS			75.76 027757
5/14/20	01483	5/05/20 20-483	202005 390-57200-47500		*	630.00	
		CHEMICAL SPRAY MAY					
		5/05/20 20-483	202005 300-15500-10000		*	2,520.00	
		CHEMICAL SPRAY JUNE-SEPT					
				SSTM II INC			3,150.00 027758
5/14/20	00130	5/05/20 32217808	202005 340-57200-51100		*	169.85	
		3 PLY FACE MASK					
				SYSCO			169.85 027759
5/14/20	01476	4/23/20 P5000952	202005 390-57200-47500		*	347.67	
		CHEMICALS MAY					

VIER --VIERA EAST-- HSMITH

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN 5/20/20

PAGE 21

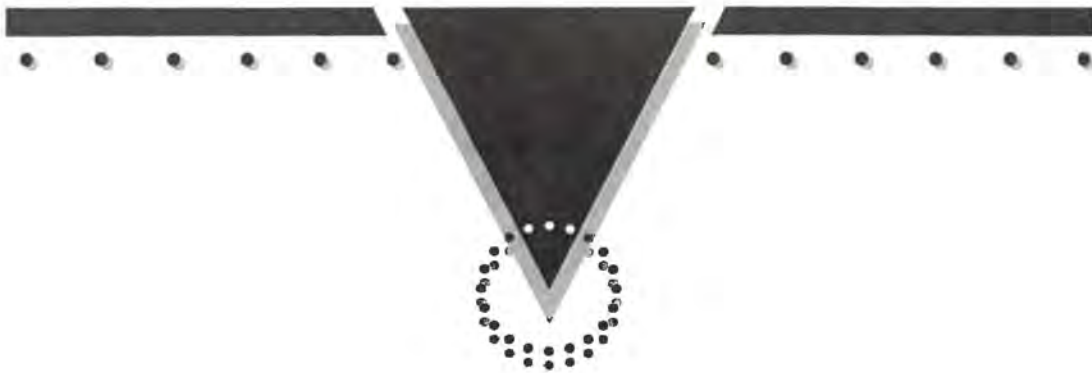
*** CHECK DATES 03/19/2020 - 05/20/2020 ***

VIERA EAST- GOLF COURSE
BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		4/23/20	P5000952 202005 300-15500-10000	CHEMICALS JUNE-JULY	*	695.33	
				TARGET SPECIALTY PRODUCTS			1,043.00 027760
5/14/20	00913	3/25/20	5685881 202005 310-57200-31900	TRUSTEE FEES SERIES 2012	*	4,089.11	
				U.S. BANK			4,089.11 027761
5/14/20	01421	5/01/20	0420-TR7 202005 300-13100-10000	MONTHLY PREMIUM GF ADMIN	*	8.33	
		5/01/20	0420-TR7 202005 300-13100-10000	MONTHLY PREMIUM GF MAINT	*	33.33	
		5/01/20	0420-TR7 202005 390-57200-22000	MONTHLY PREMIUM GC MAINT	*	58.34	
				WAGEWORKS, INC.			100.00 027762
5/14/20	00117	4/28/20	40951117 202005 390-57200-46000	SLEEVE, NUT, SCREW	*	86.87	
				WESCOTURF INC.			86.87 027763
TOTAL FOR BANK B						638,922.31	
TOTAL FOR REGISTER						638,922.31	

VIER --VIERA EAST-- HSMITH

SECTION B



**Viera East
Community Development
District**

Unaudited Financial Reporting

April 30, 2020



TABLE OF CONTENTS

1	<u>Balance Sheet</u>
2-4	<u>General Fund Income Statement</u>
5	<u>Capital Reserve Income Statement</u>
6	<u>Capital Reserve Check Register</u>
7	<u>Debt Service Income Statement</u>
8-11	<u>Golf Course Income Statement</u>
12-13	<u>Month by Month- General Fund</u>
14-16	<u>Month by Month- Golf Course</u>
17	<u>Month by Month- Proshop</u>
18	<u>Long Term Debt Report</u>
19	<u>FY2019 Tax Receipt Schedule</u>

Viera East
Community Development District
 Combined Balance Sheet
 April 30, 2020

Governmental Fund Types

	<u>General</u>	<u>Capital Reserve</u>	<u>Debt Service</u>	<u>Golf Course/Recreation</u>	<u>Totals</u> <u>(memorandum only)</u>
<i>Assets</i>					
Operating Account	\$558,480	\$6,642	---	\$243,518	\$808,640
Accounts Receivable	---	---	---	\$1,308	\$1,308
Rent Receivable	---	---	---	\$1,461	\$1,461
Due From Golf Course	\$64,682	---	---	---	\$64,682
Due From General Fund	---	---	\$101,636	\$44,160	\$145,796
Due From Capital Reserve	---	---	---	\$837	\$837
Due from Debt Service	\$12,378	---	---	\$44,743	\$57,121
Due from Other	---	---	---	\$2,678	\$2,678
Due from Capital Projects	---	---	---	\$26,181	\$26,181
Inventory - Pro Shop	---	---	---	\$111,509	\$111,509
<i>Investments:</i>					
State Board	---	\$234,112	---	---	\$234,112
Benefit Assessment- Series 2012	---	---	---	\$492,282	\$492,282
Reserve - Series 2012	---	---	---	\$280,351	\$280,351
Bond Service 2006	---	---	\$2,538,966	---	\$2,538,966
Improvements (Net of Depreciation)	---	---	---	\$1,189,988	\$1,189,988
Prepaid Expenses- Operations	\$5,950	---	---	\$91,025	\$96,975
Total Assets	\$641,490	\$240,754	\$2,640,602	\$2,530,041	\$6,052,888
<i>Liabilities</i>					
Accounts Payable	\$8,225	---	---	\$6,094	\$14,318
Accrued Expenses	\$7,058	---	---	\$3,364	\$10,423
Deferred Revenue- Season Advance	---	---	---	\$107,141	\$107,141
Deferred Revenue- Special Assessments O&M	---	---	---	\$9,386	\$9,386
Deferred Revenue- Special Assessments Debt	---	---	---	\$205,016	\$205,016
Deposit-Divots Grill	---	---	---	\$2,000	\$2,000
Due to General Fund	---	---	\$12,378	\$64,682	\$77,059
Accrued Interest Payable	---	---	---	\$84,586	\$84,586
Accrued Principal Payable	---	---	---	\$239,167	\$239,167
Sales Tax Payable	---	---	---	\$11,694	\$11,694
Event Deposits	---	---	---	(\$4,629)	(\$4,629)
Due to Golf Course	\$44,160	\$837	\$44,743	---	\$89,740
Due to Debt Service	\$101,636	---	---	---	\$101,636
Accrued Payroll Payable	\$1,815	---	---	\$4,230	\$6,045
Bonds Payable - Series 2012	---	---	---	\$3,305,000	\$3,305,000
Bond Discount	---	---	---	(\$18,220)	(\$18,220)
Deferred Loss	---	---	---	(\$187,085)	(\$187,085)
<i>Fund Equity</i>					
Net Assets	---	---	---	(\$1,302,385)	(\$1,302,385)
<i>Fund Balances</i>					
Assigned - First Quarter	\$176,000	---	---	---	\$176,000
Nonspendable - Prepaid Expense	\$5,950	---	---	---	\$5,950
Unassigned	\$296,645	---	---	---	\$296,645
Assigned- Capital Reserve Fund	---	\$239,918	---	---	\$239,918
Restricted for Debt Service	---	---	\$2,583,482	---	\$2,583,482
Total Liabilities, Fund Equity, Other	\$641,490	\$240,754	\$2,640,602	\$2,530,041	\$6,052,888

Viera East
Community Development District
 General Fund

Statement of Revenues & Expenditures
 For Period Ending April 30, 2020

	Adopted Budget	Prorated Budget 4/30/20	Actual 4/30/20	Variance
<u>Revenues</u>				
Maintenance Assessments	\$808,157	\$769,715	\$769,715	\$0
Golf Course Administrative Services	\$56,280	\$32,830	\$32,830	\$0
Interest Income	\$100	\$58	\$5	(\$53)
Total Revenues	\$864,536	\$802,603	\$802,549	(\$53)
<u>Administrative Expenditures</u>				
Supervisors Fees	\$30,496	\$17,789	\$12,020	\$5,769
Engineering Fees	\$5,000	\$2,917	\$3,025	(\$108)
Attorney's Fees	\$5,000	\$2,917	\$2,632	\$284
Dissemination	\$1,000	\$583	\$583	\$0
Trustee Fees	\$5,600	\$3,267	\$3,267	(\$0)
Annual Audit	\$6,500	\$3,792	\$3,792	(\$0)
Collection Agent	\$2,500	\$1,458	\$1,458	\$0
Management Fees	\$100,440	\$58,590	\$58,590	\$0
Postage	\$1,500	\$875	\$1,820	(\$945)
Printing & Binding	\$2,500	\$1,458	\$799	\$659
Insurance- Liability	\$7,293	\$4,254	\$3,964	\$290
Legal Advertising	\$2,500	\$1,458	\$0	\$1,458
Other Current Charges	\$1,500	\$875	\$407	\$468
Office Supplies	\$3,000	\$1,750	\$144	\$1,606
Dues & Licenses	\$175	\$102	\$102	(\$0)
Information Technology	\$3,400	\$1,983	\$1,983	\$0
Total Administrative	\$178,404	\$104,069	\$94,587	\$9,482

Viera East
Community Development District
General Fund
Statement of Revenues & Expenditures
For Period Ending April 30, 2020

	Adopted Budget	Prorated Budget 4/30/20	Actual 4/30/20	Variance
<u>Operating Expenditures</u>				
Salaries	\$141,817	\$82,727	\$83,252	(\$525)
Administrative Fee	\$1,566	\$914	\$943	(\$29)
FICA Expense	\$10,849	\$6,329	\$5,844	\$484
Employee Insurance	\$8,551	\$4,988	\$8,361	(\$3,373)
Workers Compensation	\$2,780	\$1,622	\$2,274	(\$652)
Unemployment	\$853	\$498	\$836	(\$339)
Other Contractual	\$7,000	\$4,083	\$4,738	(\$655)
Training	\$500	\$292	\$0	\$292
Uniforms	\$500	\$292	\$0	\$292
Total Operating	\$174,416	\$101,743	\$106,248	(\$4,505)

Maintenance Expenditures

Canal Maintenance	\$14,000	\$8,167	\$0	\$8,167
Lake Bank Restoration	\$60,000	\$55,950	\$55,950	\$0
Environmental Services	\$20,000	\$11,667	\$3,990	\$7,677
Water Management System	\$99,000	\$57,750	\$58,382	(\$632)
Control Burns	\$15,000	\$8,750	\$0	\$8,750
Contingencies	\$5,000	\$2,917	\$985	\$1,932
Fire Line Maintenance	\$5,000	\$2,917	\$975	\$1,941
Basin Repair	\$4,000	\$2,333	\$1,585	\$748
Total Maintenance	\$222,000	\$150,450	\$121,867	\$28,583

Viera East

Community Development District

General Fund

Statement of Revenues & Expenditures For Period Ending April 30, 2020

	Adopted Budget	Prorated Budget 4/30/20	Actual 4/30/20	Variance
<u><i>Grounds Maintenance Expenditures</i></u>				
Salaries	\$154,278	\$89,996	\$80,239	\$9,756
Administrative Fees	\$3,695	\$2,155	\$2,093	\$62
FICA	\$11,802	\$6,885	\$5,959	\$926
Health Insurance	\$16,867	\$9,839	\$9,172	\$667
Workers Compensation	\$3,024	\$1,764	\$2,191	(\$427)
Unemployment	\$2,120	\$1,237	\$1,810	(\$573)
Telephone	\$5,000	\$2,917	\$3,569	(\$653)
Utilities	\$5,000	\$2,917	\$3,812	(\$896)
Property Appraiser	\$1,990	\$1,990	\$1,988	\$3
Insurance	\$1,395	\$814	\$882	(\$68)
Repairs	\$12,000	\$7,000	\$20,728	(\$13,728)
Fuel	\$7,500	\$4,375	\$8,061	(\$3,686)
Park Maintenance	\$3,000	\$1,750	\$505	\$1,245
Sidewalk Maintenance	\$5,000	\$5,000	\$11,118	(\$6,118)
Chemicals	\$5,000	\$2,917	\$2,505	\$411
Contingencies	\$5,000	\$2,917	\$735	\$2,182
Refuse	\$8,000	\$4,667	\$3,666	\$1,000
Office Supplies	\$750	\$438	\$165	\$272
Uniforms	\$3,000	\$1,750	\$1,480	\$270
Fire Alarm System	\$4,000	\$2,333	\$1,194	\$1,140
Rain Bird Pump System	\$27,576	\$16,086	\$16,089	(\$3)
Maintenance Reserve - Transfer Out	\$3,719	\$2,169	\$2,169	(\$0)
Maintenance Reserve - Transfer Out (Excess)	\$0	\$0	\$0	\$0
Total Grounds Maintenance	\$289,716	\$171,913	\$180,132	(\$8,219)
Total Expenditures	\$864,536	\$528,175	\$502,835	\$25,341
Excess Revenue/(Expenditures)	\$0		\$299,715	
Beginning Fund Balance	\$0		\$178,881	
Ending Fund Balance	\$0		\$478,596	

Viera East
Community Development District
 Capital Reserve Fund
 Statement of Revenues & Expenditures
 For Period Ending April 30, 2020

	Adopted Budget	Prorated Budget 4/30/20	Actual 4/30/20	Variance
<u>Revenues</u>				
Interest Income	\$2,500	\$1,458	\$2,704	\$1,246
Reserve Funding - Transfer In (General)	\$3,719	\$2,169	\$2,169	\$0
Reserve Funding - Transfer In (Golf)	\$7,940	\$4,632	\$13,129	\$8,497
Reserve Funding - Transfer In (General Excess)	\$0	\$0	\$0	\$0
Total Revenues	\$14,159	\$8,259	\$18,002	\$9,743
<u>Expenditures</u>				
Capital Outlay	\$100,000	\$100,000	\$127,231	(\$27,231)
Truck Maintenance	\$25,000	\$0	\$0	\$0
Transfer Out	\$0	\$0	\$0	\$0
Total Expenditures	\$125,000	\$100,000	\$127,231	(\$27,231)
Excess Revenues/(Expenditures)	(\$110,841)		(\$109,228)	
Beginning Fund Balance	\$283,792		\$349,146	
Ending Fund Balance	\$172,950		\$239,918	

Viera East Community Development District

Capital Reserve Fund
Capital Outlay Check Register Detail
For Period Ending March 31, 2020

Check Date	Vendor	Detail	Amount
<u>Capital Outlay</u>			
<i>FY2020</i>			
11/26/19	Shutts & Bowen LLP	Litigation Services	\$ 53,245.50
11/27/19	Shutts & Bowen LLP	Litigation Services	\$ 35,152.53
11/27/19	Fishkind Litigation Services	Market Stuffy For VE	\$ 2,500.00
11/30/19	Regions Bank	Wire Fee	\$ 15.00
12/12/19	Leeland's Tree Service	Landscaping	\$ 5,025.00
12/31/19	Regions Bank	Wire Fee	\$ 15.00
1/23/20	Landscape Depot of Brevard Inc	Landscaping	\$ 836.78
3/31/20	Regions Bank	Wire Fee	\$ 15.00
4/9/20	Regions Bank	Wire Fee	\$ 15.00
4/9/20	Shutts & Bowen LLP	Litigation Services	\$ 30,410.70
Total			<u>\$ 127,230.51</u>

Viera East
Community Development District
Debt Service Fund
Statement of Revenues & Expenditures
For Period Ending April 30, 2020

	Adopted Budget	Prorated Budget 4/30/20	Actual 4/30/20	Variance
<u>Revenues</u>				
Special Assessments	\$2,423,170	\$2,307,905	\$2,307,905	\$0
Interest Income	\$1,500	\$875	\$928	\$53
Total Revenues	\$2,424,670	\$2,308,780	\$2,308,832	\$53
<u>Expenditures</u>				
<u>Series 2006</u>				
Interest-11/1	\$184,719	\$184,719	\$184,719	\$0
Interest-5/1	\$184,719	\$0	\$0	\$0
Principal-5/1	\$2,020,000	\$0	\$0	\$0
Other Debt Service Costs	\$46,873	\$0	\$0	\$0
Total Expenditures	\$2,436,311	\$184,719	\$184,719	\$0
Excess Revenues/(Expenditures)	(\$11,641)		\$2,124,113	
Beginning Fund Balance	\$466,966		\$459,368	
Ending Fund Balance	\$455,326		\$2,583,482	

Viera East
Community Development District
Golf Course/Recreation Fund - Operations
Statement of Revenues & Expenditures
For Period Ending April 30, 2020

	Adopted Budget	Current Month			Year-to-Date		
		Actuals	Budget	Variance	Actuals	Budget	Variance
<i>Number of Rounds</i>							
Paid Rounds	35,250	2,945	3,627	(682)	21,451	22,976	(1,525)
Member Rounds	10,000	950	1,029	(79)	5,560	6,518	(958)
Comp Rounds	3,000	252	309	(57)	1,952	1,955	(3)
EZ Links	3,000	178	309	(131)	1,667	1,889	(222)
GolfNow	2,000	313	206	107	1,694	1,304	390
Total Memberships	60	6	-	6	56	60	(4)
<i>Revenue per Round</i>							
Paid Rounds	\$41	\$35	\$43	(\$8)	\$40	\$44	(\$4)
<i>Revenues</i>							
Greens Fees/Cart Fees	\$1,460,610	\$104,181	\$157,016	(\$52,834)	\$850,801	\$1,009,282	(\$158,480)
Gift Cards - Sales	\$25,000	\$213	\$2,688	(\$2,475)	\$5,021	\$17,275	(\$12,254)
Gift Cards - Usage	(\$25,000)	(\$795)	(\$2,688)	\$1,893	(\$9,634)	(\$17,275)	\$7,641
Season Advance/Trail Fees	\$210,000	\$18,542	\$22,575	(\$4,033)	\$128,651	\$145,110	(\$16,459)
Associate Memberships	\$42,000	\$2,133	\$4,515	(\$2,382)	\$26,307	\$29,022	(\$2,715)
Driving Range	\$80,000	\$8,212	\$8,600	(\$388)	\$44,657	\$55,280	(\$10,623)
Golf Lessons	\$2,100	\$175	\$226	(\$51)	\$1,225	\$1,451	(\$226)
Merchandise Sales	\$115,000	\$10,715	\$12,363	(\$1,647)	\$67,000	\$79,465	(\$12,465)
Restaurant	\$20,000	\$3,061	\$2,150	\$911	\$16,839	\$13,820	\$3,019
Special Assessments - Operations	\$22,527	\$1,877	\$1,876	\$1	\$13,141	\$13,135	\$5
Miscellaneous Income	\$15,000	\$1,983	\$1,250	\$733	\$16,813	\$8,747	\$8,067
Total Revenues	\$1,967,237	\$150,298	\$210,570	(\$60,272)	\$1,160,821	\$1,355,312	(\$194,490)
<i>Golf Course Expenditures</i>							
Other Contractual Services	\$15,000	\$996	\$1,250	\$253	\$8,910	\$8,747	(\$164)
Telephone/Internet	\$5,500	\$104	\$458	\$354	\$2,069	\$3,207	\$1,138
Postage	\$1,500	\$0	\$125	\$125	\$6,201	\$875	(\$5,326)
Printing & Binding	\$1,000	\$0	\$83	\$83	\$0	\$583	\$583
Utilities	\$5,000	\$513	\$417	(\$96)	\$3,226	\$2,916	(\$311)
Repairs & Maintenance	\$7,000	(\$100)	\$583	\$683	\$573	\$4,082	\$3,508
Advertising	\$45,000	\$1,598	\$3,749	\$2,150	\$19,510	\$26,240	\$6,730
Bank Charges	\$30,500	\$4,382	\$2,541	(\$1,842)	\$22,615	\$17,785	(\$4,830)
Office Supplies	\$4,000	\$245	\$333	\$88	\$2,172	\$2,332	\$160
Operating Supplies	\$5,000	\$593	\$417	(\$177)	\$2,046	\$2,916	\$870
Dues, Licenses & Subscriptions	\$8,000	\$500	\$666	\$166	\$5,629	\$4,665	(\$964)
Drug Testing - All Departments	\$200	\$0	\$17	\$17	\$190	\$117	(\$74)
Training, Education & Employee Relations	\$3,000	\$18	\$250	\$231	\$2,637	\$1,749	(\$887)
Contractual Security	\$3,000	\$191	\$250	\$59	\$1,019	\$1,749	\$730
IT Services	\$3,000	\$0	\$250	\$250	\$190	\$1,749	\$1,559
Total Golf Course Expenditures	\$136,700	\$9,041	\$11,387	\$2,346	\$76,988	\$79,710	\$2,722

Viera East
Community Development District
Golf Course/Recreation Fund - Operations
Statement of Revenues & Expenditures
For Period Ending April 30, 2020

	Adopted Budget	Actuals	Current Month Budget	Variance	Actuals	Year-to-Date Budget	Variance
<i>Restaurant Expenditures</i>							
Utilities	\$10,500	\$605	\$1,080	\$475	\$5,131	\$6,844	\$1,713
Pest Control	\$1,200	\$95	\$123	\$28	\$666	\$782	\$116
Equipment Lease	\$1,100	\$98	\$113	\$15	\$684	\$717	\$33
Total Restaurant Expenditures	\$12,800	\$798	\$1,317	\$519	\$6,481	\$8,343	\$1,862
<i>Golf Operation Expenditures</i>							
Salaries	\$237,500	\$22,508	\$19,791	(\$2,710)	\$131,399	\$138,536	\$7,137
Administrative Fee	\$17,793	\$1,647	\$1,483	(\$164)	\$11,809	\$10,379	(\$1,430)
FICA Expense	\$18,781	\$1,722	\$1,565	(\$157)	\$10,040	\$10,955	\$915
Health Insurance	\$707	\$54	\$59	\$5	\$368	\$412	\$44
Workers Compensation	\$4,812	\$613	\$401	(\$212)	\$3,628	\$2,807	(\$821)
Unemployment	\$12,786	\$998	\$1,065	\$68	\$6,035	\$7,458	\$1,424
Golf Printing	\$2,200	\$0	\$183	\$183	\$1,206	\$1,283	\$78
Utilities	\$22,500	\$1,618	\$1,875	\$257	\$11,425	\$13,125	\$1,700
Repairs	\$250	\$0	\$21	\$21	\$0	\$146	\$146
Pest Control	\$1,200	\$95	\$100	\$5	\$666	\$700	\$34
Supplies	\$8,000	\$3,607	\$667	(\$2,940)	\$10,318	\$4,667	(\$5,651)
Uniforms	\$1,500	\$0	\$125	\$125	\$1,862	\$875	(\$987)
Training, Education & Employee Relations	\$2,000	\$0	\$167	\$167	\$260	\$1,167	\$907
Fuel	\$500	\$0	\$42	\$42	\$0	\$292	\$292
Cart Lease	\$90,753	\$8,227	\$7,563	(\$664)	\$40,284	\$52,939	\$12,655
Cart Maintenance	\$4,000	\$0	\$333	\$333	\$3,482	\$2,333	(\$1,149)
Driving Range	\$10,000	\$254	\$833	\$579	\$3,428	\$5,833	\$2,405
Total Golf Operation Expenditures	\$435,282	\$41,343	\$36,273	(\$5,071)	\$236,209	\$253,908	\$17,698
<i>Merchandise Sales</i>							
Cost of Goods Sold	\$77,000	\$8,297	\$6,417	(\$1,880)	\$44,021	\$44,917	\$896
Total Merchandise Sales	\$77,000	\$8,297	\$6,417	(\$1,880)	\$44,021	\$44,917	\$896

Viera East
Community Development District
Golf Course/Recreation Fund - Operations
Statement of Revenues & Expenditures
For Period Ending April 30, 2020

	Adopted Budget	Current Month			Year-to-Date		
		Actuals	Budget	Variance	Actuals	Budget	Variance
<i>Golf Course Maintenance</i>							
Salaries	\$470,000	\$34,784	\$39,167	\$4,383	\$246,766	\$274,167	\$27,401
Administrative Fees	\$11,867	\$1,046	\$989	(\$57)	\$6,409	\$6,922	\$513
FICA Expense	\$36,060	\$2,467	\$3,005	\$538	\$18,215	\$21,035	\$2,820
Employee Insurance	\$58,245	\$3,182	\$4,854	\$1,672	\$26,327	\$33,976	\$7,649
Workers Compensation	\$11,316	\$902	\$943	\$41	\$6,681	\$6,601	(\$80)
Unemployment	\$7,857	\$464	\$655	\$191	\$5,859	\$4,583	(\$1,276)
Drug Testing	\$420	\$0	\$35	\$35	\$0	\$245	\$245
Consulting Fees	\$6,000	\$500	\$500	\$0	\$3,500	\$3,500	\$0
Fire Alarm System	\$4,000	\$171	\$333	\$163	\$1,239	\$2,333	\$1,095
Telephone/Internet	\$500	\$0	\$42	\$42	\$0	\$292	\$292
Utilities/Water	\$26,200	\$2,661	\$2,183	(\$477)	\$14,967	\$15,283	\$316
Repairs	\$48,000	\$3,919	\$4,000	\$81	\$21,338	\$28,000	\$6,662
Fuel & Oil	\$40,000	\$1,931	\$3,333	\$1,402	\$16,774	\$23,333	\$6,560
Pest Control	\$1,000	\$77	\$83	\$6	\$789	\$583	(\$206)
Irrigation/Drainage	\$30,000	\$787	\$2,500	\$1,713	\$8,391	\$17,500	\$9,109
Sand and Topsoil	\$26,500	\$970	\$2,208	\$1,239	\$6,665	\$15,458	\$8,794
Flower/Mulch	\$7,000	\$0	\$583	\$583	\$8,177	\$4,083	(\$4,093)
Fertilizer	\$139,000	\$15,439	\$11,583	(\$3,856)	\$70,020	\$81,083	\$11,063
Seed/Sod	\$16,500	\$1,244	\$1,375	\$131	\$6,876	\$9,625	\$2,749
Trash Removal	\$2,000	\$141	\$167	\$26	\$986	\$1,167	\$181
Contingency	\$6,000	\$536	\$500	(\$36)	\$2,679	\$3,500	\$821
First Aid	\$600	\$202	\$50	(\$152)	\$562	\$350	(\$212)
Office Supplies	\$1,000	\$0	\$83	\$83	\$114	\$583	\$469
Operating Supplies	\$17,500	\$301	\$1,458	\$1,157	\$2,428	\$10,208	\$7,780
Training	\$500	\$0	\$42	\$42	\$909	\$292	(\$617)
Janitorial Supplies	\$1,500	\$30	\$125	\$95	\$30	\$875	\$845
Soil & Water Testing	\$1,000	\$0	\$83	\$83	\$0	\$583	\$583
Uniforms	\$8,500	\$592	\$708	\$116	\$4,861	\$4,958	\$97
Equipment Rental	\$2,500	\$0	\$208	\$208	\$0	\$1,458	\$1,458
Equipment Lease	\$163,000	\$13,565	\$13,583	\$18	\$102,548	\$95,083	(\$7,464)
Small Tools	\$500	\$0	\$42	\$42	\$0	\$292	\$292
Total Golf Course Maintenance	\$1,145,065	\$85,909	\$95,422	\$9,513	\$584,107	\$667,955	\$83,848

Viera East
Community Development District
Golf Course/Recreation Fund - Operations
Statement of Revenues & Expenditures
For Period Ending April 30, 2020

	Adopted Budget	Current Month			Year-to-Date		
		Actuals	Budget	Variance	Actuals	Budget	Variance
Administrative Expenditures							
Legal Fees	\$1,500	\$0	\$125	\$125	\$1,740	\$875	(\$865)
Arbitrage	\$600	\$50	\$50	\$0	\$350	\$350	\$0
Dissemination	\$1,000	\$83	\$83	\$0	\$583	\$583	\$0
Trustee Fees	\$4,100	\$342	\$342	(\$0)	\$2,392	\$2,392	(\$0)
Annual Audit	\$1,500	\$125	\$125	\$0	\$875	\$875	\$0
Golf Course Administrative Services	\$56,280	\$4,690	\$4,690	\$0	\$32,830	\$32,830	\$0
Insurance	\$70,000	\$5,501	\$5,833	\$333	\$39,364	\$40,833	\$1,469
Property Taxes	\$10,000	\$1,535	\$833	(\$701)	\$8,673	\$5,833	(\$2,840)
Total Administrative Expenditures	\$144,980	\$12,325	\$12,082	(\$244)	\$86,807	\$84,572	(\$2,236)
Renewal & Replacement	\$7,940	\$0	\$662	\$662	\$13,129	\$4,632	(\$8,497)
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Reserves	\$7,940	\$0	\$662	\$662	\$13,129	\$4,632	(\$8,497)
Total Revenues	\$1,967,237	\$150,298	\$210,570	(\$60,272)	\$1,160,821	\$1,355,312	(\$194,490)
Total Expenditures	\$1,959,767	\$157,713	\$163,559	\$5,846	\$1,047,743	\$1,144,035	\$96,292
Operating Income (Loss)	\$7,470	(\$7,415)	\$47,011	(\$54,426)	\$113,079	\$211,277	(\$98,198)
Non Operating Revenues/(Expenditures)							
Special Assessments	\$558,355	\$46,530	\$46,530	\$0	\$325,707	\$325,707	(\$0)
Interest Income	\$1,000	\$13	\$83	(\$70)	\$239	\$583	(\$344)
Transfer In	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Expense	(\$156,825)	(\$13,069)	(\$13,069)	\$0	(\$91,481)	(\$91,481)	\$0
Principal Expense	(\$410,000)	(\$34,167)	(\$34,167)	(\$0)	(\$239,167)	(\$239,167)	(\$0)
Total Non Operating Revenues/(Expenditures)	(\$7,470)	(\$692)	(\$623)	(\$70)	(\$4,702)	(\$4,358)	(\$345)
Change in Net Assets	\$0	(\$8,108)	\$46,388	(\$54,496)	\$108,376	\$206,919	(\$98,543)
Beginning Net Assets	\$0	---	---	---	(\$1,410,762)	---	---
Ending Net Assets	\$0	---	---	---	(\$1,302,385)	---	---

Viera East General Fund
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Revenues</i>													
Maintenance Assessments	\$0	\$382,898	\$319,794	\$19,283	\$13,842	\$7,030	\$26,867	\$0	\$0	\$0	\$0	\$0	\$769,715
Golf Course Administrative Services	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$0	\$0	\$0	\$0	\$0	\$32,830
Interest Income	\$0	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5
Total Revenues	\$4,690	\$387,588	\$324,484	\$23,973	\$18,537	\$11,720	\$31,557	\$0	\$0	\$0	\$0	\$0	\$382,549
<i>Administrative Expenditures</i>													
Supervisors Fees	\$3,588	\$920	\$688	\$1,387	\$2,551	\$2,551	\$335	\$0	\$0	\$0	\$0	\$0	\$12,020
Engineering Fees	\$0	\$480	\$0	\$0	\$0	\$1,875	\$670	\$0	\$0	\$0	\$0	\$0	\$3,025
Attorney's Fees	\$2,404	\$0	\$0	\$0	\$0	\$0	\$229	\$0	\$0	\$0	\$0	\$0	\$2,632
Dissemination	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$583
Trustee Fees	\$467	\$467	\$467	\$467	\$467	\$467	\$467	\$0	\$0	\$0	\$0	\$0	\$3,267
Annual Audit	\$542	\$542	\$542	\$542	\$542	\$542	\$542	\$0	\$0	\$0	\$0	\$0	\$3,792
Collection Agent	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$0	\$0	\$0	\$0	\$0	\$1,458
Management Fees	\$8,370	\$8,370	\$8,370	\$8,370	\$8,370	\$8,370	\$8,370	\$0	\$0	\$0	\$0	\$0	\$58,590
Postage	\$265	\$96	\$389	\$23	\$367	\$284	\$396	\$0	\$0	\$0	\$0	\$0	\$1,820
Printing & Binding	\$82	\$221	\$342	\$44	\$44	\$66	\$0	\$0	\$0	\$0	\$0	\$0	\$799
Insurance- Liability	\$566	\$566	\$566	\$566	\$566	\$566	\$566	\$0	\$0	\$0	\$0	\$0	\$3,964
Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current Charges	\$25	\$79	\$46	\$23	\$119	\$23	\$92	\$0	\$0	\$0	\$0	\$0	\$407
Office Supplies	\$21	\$21	\$41	\$20	\$21	\$20	\$0	\$0	\$0	\$0	\$0	\$0	\$144
Dues & Licenses	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$0	\$0	\$0	\$0	\$0	\$102
Information Technology	\$283	\$283	\$283	\$283	\$283	\$283	\$283	\$0	\$0	\$0	\$0	\$0	\$1,983
Total Administrative	\$16,919	\$12,352	\$12,041	\$12,031	\$13,636	\$15,353	\$12,256	\$0	\$0	\$0	\$0	\$0	\$74,587
<i>Operating Expenditures</i>													
Salaries	\$12,066	\$12,980	\$10,870	\$12,479	\$10,196	\$12,798	\$11,862	\$0	\$0	\$0	\$0	\$0	\$83,252
Administration Fee	\$137	\$146	\$124	\$142	\$124	\$137	\$133	\$0	\$0	\$0	\$0	\$0	\$943
PICA Expense	\$983	\$985	\$719	\$853	\$746	\$826	\$812	\$0	\$0	\$0	\$0	\$0	\$5,844
Health Insurance	\$424	\$872	\$2,742	\$1,310	\$1,120	\$1,281	\$612	\$0	\$0	\$0	\$0	\$0	\$8,361
Workers Compensation	\$330	\$354	\$297	\$341	\$298	\$330	\$324	\$0	\$0	\$0	\$0	\$0	\$2,274
Unemployment	\$0	\$0	\$0	\$546	\$90	\$100	\$100	\$0	\$0	\$0	\$0	\$0	\$836
Other Contractual	\$667	\$718	\$667	\$688	\$688	\$595	\$716	\$0	\$0	\$0	\$0	\$0	\$4,738
Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Uniforms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating	\$14,527	\$16,055	\$15,420	\$16,360	\$13,262	\$16,808	\$14,558	\$0	\$0	\$0	\$0	\$0	\$106,248

**Viera East General Fund
Month to Month**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Maintenance Expenditures</i>													
Canal Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Bank Restoration	\$0	\$18,045	\$0	\$37,905	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,950
Environmental Services	\$2,620	\$320	\$0	\$0	\$989	\$0	\$61	\$0	\$0	\$0	\$0	\$0	\$3,990
Water Management System	\$8,059	\$8,087	\$9,087	\$8,087	\$7,887	\$9,287	\$7,887	\$0	\$0	\$0	\$0	\$0	\$58,382
Control Burns	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingencies	\$0	\$0	\$0	\$985	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$985
Fire Line Maintenance	\$0	\$0	\$0	\$0	\$0	\$975	\$0	\$0	\$0	\$0	\$0	\$0	\$975
Basin Repair	\$0	\$0	\$0	\$0	\$0	\$1,585	\$0	\$0	\$0	\$0	\$0	\$0	\$1,585
Total Maintenance	\$10,679	\$26,452	\$9,087	\$46,977	\$8,876	\$11,847	\$7,948	\$0	\$0	\$0	\$0	\$0	\$121,867
<i>Grounds Maintenance Expenditures</i>													
Salaries	\$11,474	\$12,005	\$10,134	\$11,946	\$10,472	\$11,861	\$12,348	\$0	\$0	\$0	\$0	\$0	\$80,239
Administrative Fees	\$305	\$324	\$275	\$314	\$275	\$305	\$295	\$0	\$0	\$0	\$0	\$0	\$2,093
FICA	\$852	\$901	\$749	\$885	\$776	\$879	\$917	\$0	\$0	\$0	\$0	\$0	\$5,959
Health Insurance	\$1,100	\$1,385	\$1,463	\$1,371	\$1,227	\$1,381	\$1,245	\$0	\$0	\$0	\$0	\$0	\$9,172
Workers Compensation	\$314	\$328	\$277	\$326	\$286	\$324	\$337	\$0	\$0	\$0	\$0	\$0	\$2,191
Unemployment	\$22	\$24	\$20	\$836	\$450	\$297	\$160	\$0	\$0	\$0	\$0	\$0	\$1,810
Telephone	\$432	\$535	\$529	\$519	\$517	\$519	\$519	\$0	\$0	\$0	\$0	\$0	\$3,569
Utilities	\$628	\$516	\$525	\$487	\$487	\$514	\$655	\$0	\$0	\$0	\$0	\$0	\$3,812
Property Appraiser	\$0	\$1,988	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,988
Insurance- Property	\$126	\$126	\$126	\$126	\$126	\$126	\$126	\$0	\$0	\$0	\$0	\$0	\$882
Repairs	\$4,835	\$3,733	\$1,369	\$688	\$797	\$9,031	\$275	\$0	\$0	\$0	\$0	\$0	\$20,728
Fuel	\$1,159	\$1,189	\$1,495	\$986	\$1,065	\$1,215	\$952	\$0	\$0	\$0	\$0	\$0	\$8,061
Park Maintenance	\$0	\$0	\$0	\$0	\$0	\$505	\$0	\$0	\$0	\$0	\$0	\$0	\$505
Sidewalk Repair	\$0	\$11,118	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,118
Chemicals	\$435	\$207	\$0	\$337	\$529	\$0	\$998	\$0	\$0	\$0	\$0	\$0	\$2,505
Contingencies	\$0	\$0	\$0	\$735	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$735
Refuse	\$240	\$0	\$720	\$786	\$480	\$960	\$480	\$0	\$0	\$0	\$0	\$0	\$3,666
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$111	\$54	\$0	\$0	\$0	\$0	\$0	\$165
Uniforms	\$232	\$186	\$232	\$186	\$196	\$249	\$199	\$0	\$0	\$0	\$0	\$0	\$1,480
Fire Alarm System	\$171	\$171	\$171	\$171	\$171	\$171	\$171	\$0	\$0	\$0	\$0	\$0	\$1,194
Rain Bird Pump System	\$2,298	\$2,298	\$2,298	\$2,298	\$2,298	\$2,298	\$2,299	\$0	\$0	\$0	\$0	\$0	\$16,089
Maintenance Reserve- Transfer Out	\$310	\$310	\$310	\$310	\$310	\$310	\$310	\$0	\$0	\$0	\$0	\$0	\$2,169
Maintenance Reserve- Transfer Out (PY Excess)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Grounds Maintenance	\$24,933	\$37,343	\$20,693	\$23,306	\$20,463	\$31,055	\$22,319	\$0	\$0	\$0	\$0	\$0	\$180,132
Total Expenditures	\$67,057	\$92,201	\$57,241	\$98,674	\$56,237	\$74,323	\$57,101	\$0	\$0	\$0	\$0	\$0	\$502,835
Excess Revenue/(Expenditures)	(\$42,357)	\$295,387	\$267,244	(\$74,792)	(\$37,708)	(\$42,484)	(\$25,844)	\$0	\$0	\$0	\$0	\$0	\$299,715

**Viera East Golf Course
Month to Month**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Number of Rounds</i>													
Paid Rounds	2,598	2,813	2,105	3,054	3,621	4,235	2,945	0	0	0	0	0	21,451
Member Rounds	574	647	566	955	807	1,061	950	0	0	0	0	0	5,560
Comp Rounds	192	259	187	380	316	366	252	0	0	0	0	0	1,952
EZ Links	157	245	191	302	362	232	178	0	0	0	0	0	1,667
GolfNow	105	165	147	196	324	444	313	0	0	0	0	0	1,694
<i>Revenue per Round</i>													
Paid Rounds	\$31	\$38	\$39	\$44	\$47	\$40	\$35	\$0	\$0	\$0	\$0	\$0	\$274
<i>Revenues:</i>													
Greens Fees	\$79,719	\$107,182	\$85,489	\$135,425	\$170,915	\$167,889	\$104,181	\$0	\$0	\$0	\$0	\$0	\$850,801
Gift Cards - Sales	\$294	\$884	\$1,732	\$371	\$893	\$635	\$213	\$0	\$0	\$0	\$0	\$0	\$5,021
Gift Cards - Usage	(\$179)	(\$1,458)	(\$1,119)	(\$2,432)	(\$1,035)	(\$1,015)	(\$793)	\$0	\$0	\$0	\$0	\$0	(\$9,644)
Season Advance/Trail Fees	\$15,718	\$16,300	\$18,608	\$19,936	\$19,337	\$20,130	\$18,542	\$0	\$0	\$0	\$0	\$0	\$128,651
Associate Memberships	\$2,765	\$3,397	\$3,634	\$8,216	\$3,555	\$2,607	\$2,133	\$0	\$0	\$0	\$0	\$0	\$26,307
Driving Range	\$3,577	\$4,961	\$5,035	\$7,698	\$8,168	\$7,006	\$8,212	\$0	\$0	\$0	\$0	\$0	\$44,657
Golf Lessons	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$0	\$0	\$0	\$0	\$0	\$1,225
Merchandise Sales	\$6,479	\$8,654	\$10,744	\$8,375	\$12,097	\$9,935	\$10,715	\$0	\$0	\$0	\$0	\$0	\$67,080
Restaurant	\$1,237	\$2,018	\$2,617	\$2,027	\$3,507	\$2,372	\$3,061	\$0	\$0	\$0	\$0	\$0	\$16,839
Special Assessments - Operations	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$0	\$0	\$0	\$0	\$0	\$13,141
Miscellaneous Income	\$1,201	\$2,083	\$1,331	\$2,330	\$3,362	\$4,524	\$1,983	\$0	\$0	\$0	\$0	\$0	\$16,813
Total Revenues	\$112,863	\$146,154	\$130,124	\$183,998	\$222,853	\$215,332	\$150,298	\$0	\$0	\$0	\$0	\$0	\$1,160,821
<i>Golf Course Expenditures:</i>													
Other Contractual Services	\$2,147	\$1,180	\$812	\$1,403	\$782	\$1,590	\$996	\$0	\$0	\$0	\$0	\$0	\$8,910
Telephone/Internet	\$393	\$289	\$393	\$393	\$393	\$104	\$104	\$0	\$0	\$0	\$0	\$0	\$2,069
Postage	\$3,074	\$3,080	\$47	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,201
Printing & Binding	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$481	\$483	\$474	\$517	\$400	\$358	\$513	\$0	\$0	\$0	\$0	\$0	\$3,226
Repairs & Maintenance	\$117	\$20	\$207	\$250	\$0	\$0	(\$700)	\$0	\$0	\$0	\$0	\$0	\$573
Advertising	\$1,989	\$3,559	\$4,503	\$2,987	\$2,444	\$2,430	\$1,598	\$0	\$0	\$0	\$0	\$0	\$19,510
Bank Charges	\$1,669	\$2,301	\$3,021	\$2,653	\$4,043	\$4,545	\$4,382	\$0	\$0	\$0	\$0	\$0	\$22,615
Office Supplies	\$221	\$258	\$314	\$120	\$242	\$772	\$245	\$0	\$0	\$0	\$0	\$0	\$2,172
Operating Supplies	\$224	\$149	\$177	\$499	\$149	\$254	\$593	\$0	\$0	\$0	\$0	\$0	\$2,046
Dues, Licenses & Subscriptions	\$150	\$0	\$150	\$100	\$4,729	\$0	\$500	\$0	\$0	\$0	\$0	\$0	\$5,629
Drug Testing - All Departments	\$142	\$0	\$0	\$47	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$190
Training, Education & Employee Relations	\$20	\$165	\$2,268	\$165	\$0	\$0	\$18	\$0	\$0	\$0	\$0	\$0	\$2,637
Contractual Security	\$0	\$246	\$0	\$196	\$196	\$191	\$191	\$0	\$0	\$0	\$0	\$0	\$1,019
IT Services	\$0	\$0	\$0	\$0	\$0	\$190	\$0	\$0	\$0	\$0	\$0	\$0	\$190
Total Golf Course Expenditures	\$10,628	\$11,730	\$12,445	\$9,331	\$13,379	\$10,435	\$9,841	\$0	\$0	\$0	\$0	\$0	\$76,988
<i>Restaurant Expenditures:</i>													
Utilities	\$775	\$760	\$701	\$686	\$836	\$768	\$605	\$0	\$0	\$0	\$0	\$0	\$5,131
Pest Control	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$0	\$0	\$0	\$0	\$0	\$666
Equipment Lease	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$0	\$0	\$0	\$0	\$0	\$684
Total Restaurant Expenditures	\$968	\$953	\$894	\$879	\$1,029	\$961	\$798	\$0	\$0	\$0	\$0	\$0	\$6,481

**Viera East Golf Course
Month to Month**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Golf Operations:</u>													
Salaries	\$17,027	\$20,356	\$13,890	\$19,181	\$17,657	\$20,778	\$22,508	\$0	\$0	\$0	\$0	\$0	\$131,399
Administrative Fee	\$1,720	\$1,918	\$1,490	\$1,754	\$1,535	\$1,744	\$1,647	\$0	\$0	\$0	\$0	\$0	\$11,009
FICA Expense	\$1,290	\$1,557	\$1,063	\$1,467	\$1,351	\$1,590	\$1,722	\$0	\$0	\$0	\$0	\$0	\$10,040
Health Insurance	\$46	\$54	\$54	\$54	\$54	\$54	\$54	\$0	\$0	\$0	\$0	\$0	\$368
Workers Compensation	\$504	\$556	\$380	\$524	\$475	\$576	\$613	\$0	\$0	\$0	\$0	\$0	\$3,628
Unemployment	\$649	\$675	\$409	\$1,264	\$1,005	\$1,036	\$998	\$0	\$0	\$0	\$0	\$0	\$6,035
Golf Printing	\$0	\$402	\$402	\$402	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,206
Utilities	\$1,640	\$1,645	\$1,697	\$1,436	\$1,766	\$1,623	\$1,618	\$0	\$0	\$0	\$0	\$0	\$11,425
Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pest Control	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$0	\$0	\$0	\$0	\$0	\$666
Supplies	\$681	\$751	\$1,163	\$1,689	\$1,243	\$1,183	\$3,607	\$0	\$0	\$0	\$0	\$0	\$10,318
Uniforms	\$0	\$0	\$1,778	\$0	\$84	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,862
Training, Education & Employee Relations	\$0	\$0	\$260	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$260
Fuel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cart Lease	\$4,020	\$3,978	\$1,578	\$6,961	\$7,992	\$7,528	\$8,227	\$0	\$0	\$0	\$0	\$0	\$40,284
Cart Maintenance	\$1,709	\$521	(\$546)	\$1,392	\$120	\$287	\$0	\$0	\$0	\$0	\$0	\$0	\$3,482
Driving Range	\$0	\$0	\$0	\$3,174	\$0	\$0	\$254	\$0	\$0	\$0	\$0	\$0	\$3,428
Total Golf Operation Expenditures	\$29,381	\$32,508	\$23,712	\$39,894	\$33,377	\$36,493	\$41,343	\$0	\$0	\$0	\$0	\$0	\$236,209
<u>Merchandise Sales:</u>													
Cost of Goods Sold	\$806	\$6,230	\$8,527	\$7,960	\$6,389	\$5,813	\$8,297	\$0	\$0	\$0	\$0	\$0	\$44,021
Total Merchandise Sales	\$806	\$6,230	\$8,527	\$7,960	\$6,389	\$5,813	\$8,297	\$0	\$0	\$0	\$0	\$0	\$44,021
<u>Golf Course Maintenance:</u>													
Salaries	\$34,970	\$38,528	\$32,514	\$37,480	\$32,323	\$36,167	\$34,784	\$0	\$0	\$0	\$0	\$0	\$246,766
Administrative Fees	\$940	\$958	\$815	\$932	\$815	\$903	\$1,046	\$0	\$0	\$0	\$0	\$0	\$6,409
FICA Expense	\$2,599	\$2,910	\$2,392	\$2,776	\$2,393	\$2,678	\$2,467	\$0	\$0	\$0	\$0	\$0	\$18,215
Employee Insurance	\$2,209	\$4,974	\$3,720	\$3,672	\$4,820	\$3,750	\$3,182	\$0	\$0	\$0	\$0	\$0	\$26,327
Workers Compensation	\$953	\$1,048	\$889	\$1,022	\$881	\$986	\$902	\$0	\$0	\$0	\$0	\$0	\$6,681
Unemployment	\$129	\$178	\$147	\$2,488	\$1,419	\$1,035	\$464	\$0	\$0	\$0	\$0	\$0	\$5,859
Drug Testing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Consulting Fees	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$0	\$0	\$0	\$0	\$0	\$3,500
Fire Alarm System	\$171	\$171	\$216	\$171	\$171	\$171	\$171	\$0	\$0	\$0	\$0	\$0	\$1,239
Telephone/Internet	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities/Water	\$2,440	\$2,089	\$2,043	\$1,886	\$1,916	\$1,932	\$2,661	\$0	\$0	\$0	\$0	\$0	\$14,967
Repairs	\$2,721	\$3,896	\$1,827	\$3,449	\$2,144	\$3,382	\$3,919	\$0	\$0	\$0	\$0	\$0	\$21,338
Fuel & Oil	\$2,353	\$2,413	\$3,036	\$2,297	\$2,275	\$2,467	\$1,931	\$0	\$0	\$0	\$0	\$0	\$16,774
Pest Control	\$327	\$77	\$77	\$77	\$77	\$77	\$77	\$0	\$0	\$0	\$0	\$0	\$789
Irrigation/Drainage	\$1,120	\$1,140	\$1,328	\$1,540	\$922	\$1,554	\$787	\$0	\$0	\$0	\$0	\$0	\$8,391
Sand and Topsoil	\$0	\$353	\$84	\$954	\$3,073	\$1,231	\$970	\$0	\$0	\$0	\$0	\$0	\$6,665
Flower/Mulch	\$678	\$95	\$2,295	\$1,185	\$2,988	\$936	\$0	\$0	\$0	\$0	\$0	\$0	\$8,177
Fertilizer	(\$1,608)	\$4,186	\$13,131	\$11,834	\$12,500	\$14,538	\$15,439	\$0	\$0	\$0	\$0	\$0	\$78,020
Seed/Sod	\$0	\$349	\$1,244	\$1,244	\$1,244	\$1,552	\$1,244	\$0	\$0	\$0	\$0	\$0	\$6,876
Trash Removal	\$282	\$141	\$0	\$282	\$0	\$141	\$141	\$0	\$0	\$0	\$0	\$0	\$986
Contingency	\$0	\$0	\$536	\$536	\$536	\$536	\$536	\$0	\$0	\$0	\$0	\$0	\$2,679
First Aid	\$199	\$0	\$0	\$160	\$0	\$0	\$202	\$0	\$0	\$0	\$0	\$0	\$562
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$114	\$0	\$0	\$0	\$0	\$0	\$0	\$114
Operating Supplies	\$219	\$93	\$0	\$0	\$301	\$1,514	\$301	\$0	\$0	\$0	\$0	\$0	\$2,428
Training	\$0	\$0	\$223	\$0	\$686	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$909
Janitorial Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$30	\$0	\$0	\$0	\$0	\$0	\$30
Soil & Water Testing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Uniforms	\$771	\$548	\$1,048	\$560	\$585	\$757	\$592	\$0	\$0	\$0	\$0	\$0	\$4,861
Equipment Rental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Lease	\$13,645	\$13,645	\$20,202	\$15,323	\$12,579	\$13,588	\$13,565	\$0	\$0	\$0	\$0	\$0	\$102,548
Small Tools	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Golf Course Maintenance	\$65,819	\$78,292	\$88,266	\$90,366	\$85,146	\$98,509	\$85,909	\$0	\$0	\$0	\$0	\$0	\$584,187

Viera East Golf Course
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Administrative Expenditures:</u>													
Legal Fees	\$304	\$0	\$0	\$531	\$0	\$905	\$0	\$0	\$0	\$0	\$0	\$0	\$1,740
Arbitrage	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$0	\$0	\$0	\$0	\$0	\$350
Dissemination	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$583
Trustee Fees	\$342	\$342	\$342	\$342	\$342	\$342	\$342	\$0	\$0	\$0	\$0	\$0	\$2,392
Annual Audit	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$0	\$0	\$0	\$0	\$0	\$875
Golf Course Administrative Services	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$0	\$0	\$0	\$0	\$0	\$32,830
Insurance	\$5,501	\$5,501	\$6,360	\$5,501	\$5,501	\$5,501	\$5,501	\$0	\$0	\$0	\$0	\$0	\$39,364
Property Taxes	\$0	\$571	\$1,964	\$1,535	\$1,535	\$1,535	\$1,535	\$0	\$0	\$0	\$0	\$0	\$8,673
Total Administrative Expenditures	\$11,095	\$11,362	\$13,614	\$12,856	\$12,325	\$13,230	\$12,325	\$0	\$0	\$0	\$0	\$0	\$86,807
<u>Reserves:</u>													
Renewal & Replacement	\$1,667	\$2,256	\$2,924	\$2,602	\$3,680	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,129
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Reserves	\$1,667	\$2,256	\$2,924	\$2,602	\$3,680	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,129
Total Revenues	\$112,863	\$146,154	\$130,124	\$183,998	\$222,053	\$215,332	\$150,298	\$0	\$0	\$0	\$0	\$0	\$1,160,821
Total Expenditures	\$120,163	\$143,329	\$150,382	\$163,388	\$155,325	\$157,441	\$157,713	\$0	\$0	\$0	\$0	\$0	\$1,047,743
Operating Income (Loss)	(\$7,301)	\$2,824	(\$20,258)	\$20,610	\$66,728	\$57,891	(\$7,415)	\$0	\$0	\$0	\$0	\$0	\$113,079
<u>Non Operating Revenues/(Expenditures):</u>													
Special Assessments - Debt Service	\$46,530	\$46,530	\$46,530	\$46,529	\$46,530	\$46,530	\$46,530	\$0	\$0	\$0	\$0	\$0	\$325,707
Interest Income	\$42	\$46	\$35	\$36	\$36	\$30	\$13	\$0	\$0	\$0	\$0	\$0	\$239
Transfer In	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Expense	(\$13,069)	(\$13,069)	(\$13,069)	(\$13,069)	(\$13,069)	(\$13,069)	(\$13,069)	\$0	\$0	\$0	\$0	\$0	(\$91,401)
Principal Expense	(\$34,167)	(\$34,167)	(\$34,167)	(\$34,167)	(\$34,167)	(\$34,167)	(\$34,167)	\$0	\$0	\$0	\$0	\$0	(\$239,167)
Total Non Operating Revenues/(Expenditures)	(\$664)	(\$660)	(\$671)	(\$670)	(\$670)	(\$678)	(\$672)	\$0	\$0	\$0	\$0	\$0	(\$4,702)
Net Non Operating Income / (Loss)	(\$7,965)	\$2,164	(\$20,929)	\$19,940	\$66,058	\$57,215	(\$8,100)	\$0	\$0	\$0	\$0	\$0	\$108,376

Viera East
Community Development District

ProShop
Statement of Revenues & Expenditures

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Revenues</i>													
Merchandise Sales	\$6,479	\$8,654	\$10,744	\$8,375	\$12,097	\$9,935	\$10,715	\$0	\$0	\$0	\$0	\$0	\$67,000
Total Revenues	\$6,479	\$8,654	\$10,744	\$8,375	\$12,097	\$9,935	\$10,715	\$0	\$0	\$0	\$0	\$0	\$67,000
<i>Expenditures</i>													
Cost of Goods Sold	\$806	\$6,230	\$8,527	\$7,960	\$6,389	\$5,813	\$8,297	\$0	\$0	\$0	\$0	\$0	\$44,021
Total Expenditures	\$806	\$6,230	\$8,527	\$7,960	\$6,389	\$5,813	\$8,297	\$0	\$0	\$0	\$0	\$0	\$44,021
Operating Income (Loss)	\$5,673	\$2,424	\$2,217	\$415	\$5,709	\$4,123	\$2,418	\$0	\$0	\$0	\$0	\$0	\$22,979

**Viera East
Community Development District
Long Term Debt Report**

Series 2006 Water Management Refunding Bonds	
Interest Rate:	5.750%
Maturity Date:	5/1/2022
Reserve Fund Definition:	10% Max Annual Dept
Reserve Fund Requirement:	\$239,334
Reserve Fund Balance (1):	\$239,334
 Bonds outstanding - 9/30/2016	 \$11,855,000
Less: May 1, 2017 Principal	(\$1,710,000)
Less: May 1, 2018 Principal	(\$1,810,000)
Less: May 1, 2019 Principal	(\$1,910,000)
 Current Bonds Outstanding	 \$6,425,000

(1) This value is covered by the Debt Service Reserve Fund Surety Bond and is not a cash balance on the District's balance sheet.

Series 2012 Special Assessment Revenue Bonds	
Interest Rate:	2.5% to 5%
Maturity Date:	5/1/2026
Reserve Fund Definition:	50% Max Annual Dept
Reserve Fund Requirement:	\$279,239
Reserve Fund Balance:	\$280,351
 Bonds outstanding - 9/30/2016	 \$4,445,000
Less: May 1, 2017 Principal	(\$365,000)
Less: May 1, 2018 Principal	(\$380,000)
Less: May 1, 2019 Principal	(\$395,000)
 Current Bonds Outstanding	 \$3,305,000

**Viera East
Community Development District
Special Assessment Receipts - FY2020**

[illegible]

	Net Assessed	Percentage	Assessments Collected	Assessments Transferred	Balance to Transfer	Assessments Outstanding
Debt Service Fund	\$ 2,423,170	63.56%	\$ 2,307,905	\$ (2,206,268)	\$ 101,636	\$ 115,265
General Fund	\$ 808,157	21.20%	\$ 769,715	\$ (769,715)	\$ -	\$ 38,442
Recreation Fund	\$ 580,882	15.24%	\$ 553,251	\$ (528,886)	\$ 24,364	\$ 27,631
	\$ 3,812,209	100.00%	\$ 3,630,870	\$ (3,504,869)	\$ 126,001	\$ 181,339

Percentage Collected	95.24%
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(1) FY20 1st Quarter
(2) FY20 2nd Quarter

Viera East
Community Development District
Golf Course/Recreation Fund- Operations
Prior Month/Year Comparison

	Actuals 4/30/19	Actuals 4/30/20	Variance	Year to Date 4/30/19	Year to Date 4/30/20	Variance
<i>Revenues:</i>						
Greens Fees	\$139,476	\$ 104,181	\$ (35,294)	\$916,557	\$ 850,801	\$ (65,755)
Gift Cards - Sales	\$1,235	\$ 213	\$ (1,023)	\$8,642	\$ 5,021	\$ (3,621)
Gift Cards - Usage	(\$1,549)	\$ (795)	\$ 754	(\$11,501)	\$ (9,634)	\$ 1,868
Season Advance/Trail Fees	\$17,052	\$ 18,542	\$ 1,490	\$131,933	\$ 128,651	\$ (3,283)
Associate Memberships	\$3,950	\$ 2,133	\$ (1,817)	\$27,966	\$ 26,307	\$ (1,659)
Driving Range	\$6,122	\$ 8,212	\$ 2,090	\$45,242	\$ 44,657	\$ (586)
Golf Lessons	\$175	\$ 175	\$ -	\$1,225	\$ 1,225	\$ -
Merchandise Sales	\$17,677	\$ 10,715	\$ (6,961)	\$82,536	\$ 67,000	\$ (15,537)
Restaurant	\$818	\$ 3,061	\$ 2,243	\$17,120	\$ 16,839	\$ (281)
Special Assessments - Operations	\$1,877	\$ 1,877	\$ -	\$13,141	\$ 13,141	\$ -
Miscellaneous Income	\$3,052	\$ 1,983	\$ (1,070)	\$19,166	\$ 16,813	\$ (2,352)
Total Revenues	\$ 189,885	\$ 150,298	\$ (39,587)	\$ 1,252,027	\$ 1,160,821	\$ (91,205)
<i>Expenditures:</i>						
Golf Course Expenditures	\$ 11,711	\$ 9,041	\$ 2,671	\$ 85,110	\$ 76,988	\$ 8,122
Restaurant	\$ 698	\$ 798	\$ (100)	\$ 7,170	\$ 6,481	\$ 689
Golf Operations	\$ 32,408	\$ 41,343	\$ (8,935)	\$ 206,407	\$ 236,209	\$ (29,802)
Merchandise Sales	\$ 6,738	\$ 8,297	\$ (1,559)	\$ 54,820	\$ 44,021	\$ 10,799
Golf Course Maintenance	\$ 92,060	\$ 85,909	\$ 6,151	\$ 608,682	\$ 584,107	\$ 24,575
Administrative	\$ 11,884	\$ 12,325	\$ (441)	\$ 81,849	\$ 86,807	\$ (4,958)
Reserves	\$ 4,554	\$ -	\$ 4,554	\$ 23,063	\$ 13,129	\$ 9,934
Total Expenditures	\$ 160,053	\$ 157,713	\$ 2,339	\$ 1,067,102	\$ 1,047,743	\$ 19,359
Operating Income/(Loss)	\$ 29,832	\$ (7,415)	\$ (37,248)	\$ 184,925	\$ 113,079	\$ (71,846)

Viera East Cash Flow Analysis FY 2020

I. Cash Flows:		Actuals							Projections					
		October	November	December	January	February	March	April	May	June	July	August	September	Totals
Starting Funds														
Carry Forward		\$ 70,203	\$ 62,902	\$ 65,726	\$ 45,468	\$ 66,078	\$ 132,806	\$ 190,697	\$ 183,281	\$ 221,710	\$ 224,717	\$ 215,221	\$ 178,678	
Revenues														
Golf Course		\$ 112,863	\$ 146,154	\$ 130,124	\$ 183,998	\$ 222,053	\$ 215,332	\$ 150,298	\$ 201,988	\$ 166,205	\$ 153,759	\$ 126,533	\$ 139,952	\$ 1,949,258
Course Operations		\$ 111,625	\$ 144,136	\$ 127,508	\$ 181,971	\$ 218,546	\$ 212,960	\$ 147,237	\$ 199,930	\$ 164,515	\$ 152,197	\$ 125,251	\$ 138,532	\$ 1,924,407
Restaurant		\$ 1,237	\$ 2,018	\$ 2,617	\$ 2,027	\$ 3,507	\$ 2,372	\$ 3,061	\$ 2,058	\$ 1,690	\$ 1,562	\$ 1,282	\$ 1,420	\$ 24,851
Total All Cash		\$ 183,065	\$ 209,055	\$ 195,851	\$ 229,466	\$ 288,131	\$ 348,138	\$ 340,995	\$ 385,269	\$ 387,915	\$ 378,476	\$ 341,754	\$ 318,630	\$ 1,949,258
Expenses														
Golf Course		\$ 120,163	\$ 143,329	\$ 150,382	\$ 163,388	\$ 155,325	\$ 157,441	\$ 157,713	\$ 163,559	\$ 163,198	\$ 163,255	\$ 163,076	\$ 163,164	\$ 1,863,995
Course Operations		\$ 119,195	\$ 142,377	\$ 149,488	\$ 162,509	\$ 154,296	\$ 166,480	\$ 156,915	\$ 162,242	\$ 162,117	\$ 162,255	\$ 162,255	\$ 162,255	\$ 1,852,386
Restaurant		\$ 968	\$ 953	\$ 894	\$ 879	\$ 1,029	\$ 961	\$ 798	\$ 1,317	\$ 1,082	\$ 1,000	\$ 820	\$ 909	\$ 11,609
Cash Less Expenses		\$ 62,902	\$ 65,726	\$ 45,468	\$ 66,078	\$ 132,806	\$ 190,697	\$ 183,281	\$ 221,710	\$ 224,717	\$ 215,221	\$ 178,678	\$ 155,466	
Projected Revenues FY 2020 \$ 1,949,258														
Projected Expenses FY 2020 \$ 1,863,995														
Projected Surplus(Deficit) FY 2020 \$ 85,263														

**Viera East
Community Development District
Detailed Rounds of Golf Report
Apr-20**

Rounds of Golf

Paid Rounds

	Monthly		Year to Date	
Rounds of Golf- Associate Member	448	10%	3,538	11%
Rounds of Golf- CDD Resident	840	19%	5,664	17%
Rounds of Golf - Public	1,582	35%	12,388	38%
Rounds of Golf - Golf Now / EZ Links	245	5%	1,586	5%
Rounds of Golf- Tournaments	-	0%	-	0%
Rounds of Golf- Misc	-	0%	-	0%
Rain Check Issued	(76)	-1%	405	-1%
Total Paid Rounds	3,079		22,771	

Member Rounds

Rounds of Golf - Members	950	21%	5,508	17%
Total Member Rounds	950		5,508	

Comp Rounds

Rounds of Golf- Staff/Comp	147	3%	1,066	3%
Rounds of Golf- Other Comp	105	2%	1,657	5%
Total Comp Rounds	252		2,723	

Rounds of golf - GolfNow/EZ Links	246		1,775	
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TOTAL ROUNDS OF GOLF	4,527	95%	32,777	95%
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PY - PREVIOUS YEAR

PY Monthly	PY Year to Date	Vs. PY Monthly	Vs. PY Year to Date
658	4,237	(210)	(699)
968	6,009	(128)	(345)
2,290	13,810	(708)	(1,422)
182	1,706	63	(120)
620	1,259	(620)	(1,259)
0	0	0	0
(97)	(457)	61	52
4,621	26,564	(1,542)	(3,793)
740	4,874	210	634
740	4,874	210	634
181	958	(34)	108
159	1,280	(54)	377
340	2,238	(88)	485
260	1,713	(14)	62
5,961	35,389	(1,434)	(2,612)

Revenues

Greens Fee Revenue

	Monthly		Year to Date	
Rounds of Golf- Associate Member	\$17,474	17%	\$150,918	18%
Rounds of Golf- CDD Resident	\$24,167	24%	\$195,792	23%
Rounds of Golf - Public	\$51,550	51%	\$452,255	53%
Rounds of Golf - Golf Now / EZ Links	\$8,925	9%	\$63,322	7%
Rounds of Golf- Tournaments	\$0	0%	\$0	0%
Rounds of Golf- Misc	\$0	0%	\$0	0%
Rain Check Issued	(\$824)	-1%	(\$11,973)	-1%
TOTAL GREENS FEE REVENUE	\$101,292	100%	\$850,314	100%

PY Monthly	PY Year to Date	Vs. PY Monthly	Vs. PY Year to Date
\$22,861	\$159,068	(\$5,387)	(\$8,150)
\$26,531	\$182,402	(\$2,364)	\$13,390
\$64,936	\$472,767	(\$13,386)	(\$20,512)
\$7,240	\$69,801	\$1,685	(\$6,479)
\$20,275	\$42,229	(\$20,275)	(\$42,229)
\$0	\$0	\$0	\$0
(\$2,454)	(\$11,973)	\$1,630	\$0
\$139,389	\$914,294	(\$38,097)	(\$63,980)

Average \$ per Round of Golf

Average \$ per round of Golf

	Monthly	Year to Date
Rounds of Golf- Associate Member	\$39.00	\$42.66
Rounds of Golf- CDD Resident	\$28.77	\$34.57
Rounds of Golf - Public	\$32.59	\$36.51
Rounds of Golf - Golf Now / EZ Links	\$36.43	\$39.93
Rounds of Golf- Tournaments	#DIV/0!	#DIV/0!
Rounds of Golf- Misc	\$0.00	\$0.00
Rain Check Issued	\$22.89	\$29.56
TOTAL - Average \$ per round of Golf	\$32.90	\$37.34

PY Monthly	PY Year to Date	Vs. PY Monthly	Vs. PY Year to Date
\$34.74	\$37.54	\$4.26	\$5.11
\$27.41	\$30.35	\$1.36	\$4.21
\$28.36	\$34.23	\$4.23	\$2.27
\$39.78	\$40.92	(\$3.35)	(\$0.99)
\$32.70	\$33.54	#DIV/0!	#DIV/0!
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
\$25.30	\$26.20	(\$2.41)	\$3.36
\$30.16	\$34.42	\$2.73	\$2.92

	Monthly	Year to Date
Membership Revenue	\$18,542	\$128,647
Average \$ per round of Golf	\$19.52	\$23.36

PY Monthly	PY Year to Date	Vs. PY Monthly	Vs. PY Year to Date
\$15,390	\$118,684	\$3,152	\$9,963
\$20.80	\$24.35	(\$1.28)	(\$0.99)