

*Viera East Community  
Development District*

*Agenda*

*August 26, 2020*

# AGENDA

# *Viera East*

## *Community Development District*

---

219 East Livingston Street, Orlando, FL 32801

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

August 19, 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, August 26, 2020 at 2:00 p.m. in the Multi-Purpose Room, Faith Lutheran Church, 5550 Faith Drive, Viera, FL.** The call-in information for the meeting is as follows: 1-888-394-8197 OR 1-719-457-6443, Participant Passcode: 499110. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the July 14, 2020 and July 22, 2020 Meetings
4. Consideration of Selecting #1 Ranked Bulkhead Bidder
5. Consideration of Small Project Agreement with Landirr for Regrading and Sod Repair
6. Approval of Disclosure of Public Financing
7. Discussion of Divots Grille Lease Agreement
8. Staff Reports
  - A. General Manager's Report
  - B. Attorney
9. Treasurer's Report – Consideration of Financial Statements
  - A. Approval of Check Register
  - B. Balance Sheet and Income Statement
  - C. Approval of Fiscal Year 2021 Meeting Schedule
10. Supervisor's Requests
11. 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 approval of the minutes of the July 14, 2020 and July 22, 2020 meetings. The minutes are enclosed for your review.

The fourth order of business is consideration of selecting #1 ranked bulkhead bidder. A copy of the proposal received is enclosed for your review.

The fifth order of business is consideration of small project agreement with Landirr for regrading and sod repair. A copy of the agreement is enclosed for your review.

The sixth order of business is approval of disclosure of public financing. The report is enclosed for your review.

The seventh order of business is discussion of Divots Grille lease agreement. A copy of the agreement is enclosed for your review.

The eighth order of business is the Staff Reports. Section A is the General Manager's Report.

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. Section C is approval of Fiscal Year 2021 meeting schedule.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Showe', is written over the word 'Sincerely,'.

Jason Showe  
District Manager

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



# MINUTES

MINUTES OF MEETING  
VIERA EAST  
COMMUNITY DEVELOPMENT DISTRICT

A Special Meeting of the Board of Supervisors of the Viera East Community Development District was held on Wednesday, July 14, 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

Also present were:

Jason Showe	District Manager
Tim Melloh	General Manager
Steve Zucker ( <i>via phone</i> )	Bond Counsel - Shutts & Bowen
Residents	

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. McCarthy called the meeting to order at 2:00 p.m. All Supervisors were present with the exception of Ms. Thomsen.

Mr. McCarthy: I would like to deviate from our agenda. I have some issues with my throat, due to some surgeries, resulting in having to have two COVID-19 tests, both which came back negative, which is good. I'm concerned about the safety of the room and I'm happy to see that everyone has a mask on. We are going to have a presentation from Jason regarding COVID-19 and the meetings.

Mr. Showe: We would ask, to the best of your ability, if you could keep your mask on while you are communicating, out of an abundance of caution for everybody in the room. We are trying to do the best we can. So, keep social distancing as much as you can. That is our request for the safety of everyone in the room.

Mr. McCarthy: Does the Board have any comments? Hearing none,

**SECOND ORDER OF BUSINESS****Public Comment Period**

Mr. McCarthy: If you would like to speak, please identify yourself.

Tony Volpe, IRCC: I wanted to share with you some concerns I have. I have been to all of the meetings and I listen to what is said. At the last meeting, we talked about giving employees a raise. I tried to communicate the unemployment rate here in Brevard County. That's an important factor when we decide to give employees raises. How is the economy? Bill brought up some very good points, but the reality is that we have an unclear economic future. So, the current management team should resist doing that at this point in time. While I agree to a raise, I am suggesting that you reconsider it. I understand your concern about the employees, but that doesn't mean taxpayers don't matter. Isn't that true? So, I'm suggesting you reconsider it. We have an item on the agenda to discuss the bond terms. I hope that means what we discussed in the past, and I'm suggesting reducing what you want to down to what you have to. That will calm a lot of people down. I'm not sure if you are doing that. Bill made a very good presentation of reducing the \$3 million for the Clubhouse expansion down to \$1 million, but it's still an expansion. I'm not sure if everybody in the community wants that. In addition, I'm sure it's above that \$1 million now. We already spent at least \$250,000 on defending the bond, so I would like to know, how much money are you going to spend on defending the bond that a lot of people don't want before you say, "That's enough?" Then just like the raises, determine where the money is coming from to spend on the bond. Whenever we make management decisions, we have to also find where the money will come from. I'm not talking about an accounting. I'm talking about where the revenue would come from. If it's coming from taxes, that's a problem right now, because it's still under litigation. Also, we have an unpleasant fund in front of us right now. We can't define it. So again, I'm trying to offer you situations that need further research and decisions before you finalize it. It's not going to hurt anybody. It's to make the best decision for the community. So, I'm suggesting that you reconsider it.

Mr. McCarthy: Thank you for your comments. Would anyone else like to speak?

Rich Balbone, Herons Landing: Yes. I just had a question and I apologize for my ignorance. Do we know what the average salary is for the employee you are talking about?

Mr. Volpe: That's a very good question. Bill discussed it last time.

Mr. McCarthy: Would anyone else like to speak?

Steve Colasinski, Herons Landing: I have a couple of items. First of all, we had a couple of meetings last year to discuss the bond. In both cases, the majority of people did not seem to be in favor. It is on the agenda today to discuss the terms of that bond. We have an election coming up in November. We are trying to hurry and get this through before the election. We also knew about these expenses for five years. There was a study done in 2015 and we knew what the needs were for the golf course. Now we are going to be paid a significant amount of money, both interest and fees to recover that. In the future, we are going to improve our fiscal planning, so we don't owe so much in interest and fees. Secondly, I want to know why we need to get this bond done quickly. That's it.

Mr. McCarthy: Thank you for your comments. Would anyone like to speak?

Joe Henry, Herons Landing: I'm perplexed on a situation where you have something controversial as this bond issue. There appears to be so much opposition. Wouldn't it behoove us to put it out for a vote to see what the homeowners actually want to support; some kind of ballot that could be sent back in. Wouldn't that be a way to make sure that we are making the right decision for the largest amount of people that reside here?

Mr. McCarthy: No comment.

Mr. Henry: I find that interesting. Thank you.

Mr. Colasinski: I think you are looking for people to take an exception to your actions. I know there are many different things going on. We are not asking this for any reason or selfish point. We are just asking how this decision was made and in what timeframe. Some of you heard that it would behoove you to in fact give us some data on how the decision was made and the timeline, because it doesn't appear in the documents that I was able to review. It just appears, but it doesn't show the input for that decision.

Mr. Showe: All of the minutes are available and there are recordings of all of those meetings. The Board is the elected body that would make that decision. It's by the Florida Statutes.

Mr. Colasinski: I understand.

Mr. Showe: If you send me an email, I can get it for you, but all of our minutes are online at [VieraEastCDD.com](http://VieraEastCDD.com).

Mr. Colasinski: I will touch base with you later. Is there a reason why we did not do an actual vote?

Mr. McCarthy: Yes. I have an individual opinion as does Dave, as does Bill, as does Joe. I have to speak as a Board Member. I can't speak as an individual. That is part of the Sunshine Law and what we have to deal with.

Mr. Colasinski: I understand the decisions made on behalf of the CDD, but for something that has this much controversy involved in it and considering that the majority of the Board Members are golfers, shouldn't this be something that would go out to everybody to make sure everyone is okay and comfortable with it?

Mr. Showe: Everyone was noticed twice as part of what is required by Florida Statutes via mail. The public hearing was the opportunity for anyone that has comments to provide them.

Mr. Colasinski: I've been reading a lot of documents that are online and there is going to be a tremendous amount of opposition to it.

Mr. McCarthy: What I suggest, sir, is that you send an email to Jason. If you ask for something specifically, he will get it to you. If it's in the public area, he will get any information. He probably answers 400 to 500 emails.

Mr. Showe: At least.

Mr. McCarthy: So, he's very compliant and can release that information to you, but if there's something specific you wanted to know, you can give it to him, and he will give you the answer.

Mr. Colasinski: My discomfort with this is it seems that the vast majority of golf, the huge bulk of this money we are requesting, is strictly off of the benefit of golfers.

Mr. McCarthy: We had a situation where this was all explained at two meetings. We had an expert come in to explain the entire situation properly. Does anyone else want to speak?

Resident (Not Identified): Yes. It was not put up to a vote. It seems like the committee approved it with input from the expert and I respect that, but we have a right to understand how people voted and why the general population was not surveyed.

Mr. McCarthy: Jason, please explain.

Mr. Showe: There's no process for the CDD to do that, just like a city or county can raise your taxes without sending out a ballot to every person.

Resident (Not Identified): Does that seem fair to you?

Mr. Showe: It's not an issue of fairness. I've been doing this for 13 years and we manage 30 plus Districts in the Central Florida area. Never, in any of our Districts, have we done a referendum as you indicated. I am not even sure if it's legal.

Resident (Not Identified): We are voting for a mileage increase this year as well. Tax increases can come to a vote.

Mr. Showe: They can, depending on what type of increase it is.

Simon Tanner, The Heritage: First of all, what's your email address?

Mr. Showe: I will give you my card.

Mr. Tanner: I feel like slippery people need to be nailed down well and I have a feeling that we are dealing with some slippery people here. Is this an emergency meeting?

Mr. Showe: No.

Mr. Tanner: Do you typically have these meetings at 2:00 p.m.?

Mr. Showe: They are typically at 2:00 p.m. on Wednesdays.

Mr. Volpe: Did anyone make a motion to postpone this matter until after the election?

Mr. Showe: No.

Mr. Volpe: Can we make a motion to do that now?

Mr. Showe: That would be up to the Board.

Mr. Oakley: Jason, I would like to answer the gentleman's comment if I may.

Mr. McCarthy: Yes. Go ahead.

Mr. Oakley: You asked when did this all start, what was the timeline and things of this nature? This started a year ago in January. We asked for input from anybody that was at the meeting to give us input, all the way through June. There are more people right now than there has been at any of our meetings. When did we have this many people at a meeting?

Mr. McCarthy: Not in the last two years.

Mr. Oakley: Nobody came to the meeting and give us input. Then when we make a decision. Where have you been all this time and how many budget meetings do you come to at 6:00 p.m.? Very few people come to those. So, you can change the meeting time, but it's not going to make much of a difference in how many people come. Ask the people in Herons Landing when they have an evening meeting, how many people come?

Mr. Henry: I believe the last one I attended, quite a few people attended.

Mr. Oakley: I've attended meetings for the past seven or eight years and there were only four, five or six people at the evening meetings.

Mr. Colasinski: How many messages have you been getting that are opposed to this?

Mr. Oakley: Quite a lot, because as soon as somebody makes a comment in favor of the bond, three or four people attack them. So, you are not going to get anybody that's going to make a comment that's in favor of what we are trying to do. The only comments, for the most part that people are making, are negative comments. I would be more than happy to talk to you sometime about the entire thing.

Mr. Colasinski: Are you confusing opposition with negative?

Mr. Oakley: I'm not confusing opposition with negative, but when people call me names and things of that nature, I consider that pretty negative.

Mr. Colasinski: I agree with you. If someone is calling you a name, that's one thing, but people not agreeing with you is not an attack.

Mr. Oakley: Tim, sometimes you and I agree 75% of the time and 25% of the time we disagree. That's okay. He still talks to me and I still talk to him. We can have a civil conversation and try to mediate.

Mr. Colasinski: I guess that's characterizing a difference of opinion on social media as an attack.

Mr. McCarthy: At this time, we are going to move forward. We appreciate your comments. The public comment period is normally a two-minute period. We let everyone speak that wanted to speak and are proceeding with our meeting.

### **THIRD ORDER OF BUSINESS**

### **Approval of Minutes of the May 27, 2020 and June 24, 2020 Meetings**

Mr. Showe: We have been provided some additional comments. Those changes will be made in the final version for Mr. Oakley. If the Board is amenable, a motion to approve the minutes as amended would be in order.

On MOTION by Ms. Walsh seconded by Mr. Oakley with all in favor the Minutes of the May 27, 2020 and June 24, 2020 Meetings were approved as amended.
--

#### **FOURTH ORDER OF BUSINESS**

#### **Business Items**

##### **A. Consideration of Resolution 2020-08 Incorporating Series 2020 Bond Terms**

Mr. Showe: We provided a resolution for the primary purpose of accepting and approving the final Supplemental Assessment Methodology, which takes into account the final pricing for the Series 2020 bonds. We also have Bond Counsel by phone. Steve, do you have any comments to make?

Mr. Zucker: I will point out, Jason, as we discussed, the final Supplemental Assessment Methodology, which we provided a hard copy of, had some cleanup changes to it. The final resolution certifies the special assessments.

Mr. Showe: Are there any questions or comments from the Board?

Mr. McCarthy: If not, we need a motion to adopt Resolution 2020-08.

On MOTION by Mr. Bedwell seconded by Ms. Walsh with all in favor Resolution 2020-08 Incorporating the Series 2020 Bond Terms was adopted.

##### **B. Consideration of Approval of Updated Fees with Greenberg Traurig**

Mr. Showe: This bond process has been ongoing for some time. We are still not sure when we are going to be at the end of it, but if we can get there, obviously Greenberg, Traurig asked to raise its original fee assessment from its original number of \$95,000. They put in over \$150,000 worth of work on the project, which should be approved.

Mr. McCarthy: We need a motion to approve the updated fees.

Mr. Oakley: I would like to thank Greenberg, Traurig for their hard work.

On MOTION by Mr. Oakley seconded by Ms. Walsh with all in favor Greenberg Traurig's updated fees were approved.

##### **C. Consideration of First Supplement to Terms of Representation with Shutts & Bowen, LLP**

Mr. Showe: This is a similar agreement with Shutts & Bowen, your Bond Counsel. They oversaw some of the process. They asked for a flat fee of \$37,500 as revised.

Mr. McCarthy: We need a motion to approve the first supplement to terms of representation with Shutts & Bowen.



On MOTION by Ms. Walsh seconded by Mr. Oakley with all in favor the First Supplement to Terms of Representation with Shutts & Bowen, LLP was approved.

**D. Consideration of Resolution 2020-09 Equipment Schedule No. 008-0697772-108**

Mr. Showe: Resolution 2020-09 produces the Equipment Schedule. This is to swap out the beverage cart and is the required paperwork needed to allow that to occur.

Mr. Melloh: The previous beverage cart was on lease. Our four years are up and we are just replacing it, but the leasing company wants a resolution from the Board.

Mr. Oakley: Is there any way that we can incorporate that in with our existing lease and possibly get a lower rate?

Mr. Melloh: These pieces of equipment that we have through TCF, our maintenance equipment or golf cart lease, are on our master lease program. These pieces come on and off.

Mr. Oakley: So that's already incorporated into the master lease.

Mr. Melloh: Yes.

Mr. Oakley: Thank you.

Mr. McCarthy: We need a motion to adopt Resolution 2020-09.

On MOTION by Mr. Oakley seconded by Mr. Bedwell with all in favor Resolution 2020-09 Equipment Schedule No. 008-0697772-108 was adopted.

**E. Consideration of License and Indemnity Agreement with SAB Warehouse Viera, LLC**

Mr. Showe: This is the old IRCC building that is now used by the landscaper. A portion of their drive actually sits on CDD property. Out of some concern expressed by the Board, there has been concern over this property for quite some time because of that driveway. But now that they are open, we worked with the person who owns that property and they are going to provide us with a license and indemnity. They already approved it, signed it and added us to their insurance, so we would ask the Board for approval on that item.

On MOTION by Mr. Oakley seconded by Ms. Walsh with all in favor the License and Indemnity Agreement with SAB Warehouse Viera, LLC was approved.

Mr. Oakley: Thank you Jason for all of your hard work.

**F. Consideration of Facilities Use Agreement with Michael D. Hogan for Golf Instruction**

Mr. Melloh: Michael Hogan is with the Golf Academy. This is something we entered in three-and-a-half years ago and is just another three-year approval of that agreement.

Mr. Showe: It's the same agreement we used previously. We just updated the years and dates.

Mr. Oakley: Did anything change?

Mr. Melloh: No, it stayed the same. With the condition of the golf course, I think it's a fair rate. He is happy and we are happy.

Mr. McCarthy: We need a motion to approve.

On MOTION by Mr. Bedwell seconded by Mr. Oakley with all in favor the Facilities Use Agreement with Michael D. Hogan for Golf Instruction was approved.

• **Other Business *(Added)***

Mr. Melloh: I wanted to discuss the employee golf privileges. I provided to the Board a request to raise the cart fee for employee guests to \$22 and added a restriction so houseguests and immediate family members can only play after 1:00 p.m. We talked about the privileges. I think we just wanted to bring that to the Board to approve the rate increase and the restriction on the in-house guests and spouse.

Mr. McCarthy: Does the Board have any questions?

Resident (Not Identified): I do.

Mr. McCarthy: The public comment period is closed. I'm sorry.

Mr. Oakley: You and I discussed this. I think we should provide a courtesy to a family and houseguest and have them pay the \$22 just like everybody else. The people that are taking advantage of it in the morning, are they going to be feeling like we are singling them out?

Mr. Melloh: I don't think they will feel like you are singling them out. I think you just provided some options for them. At that time of the day, most of the time, you would have an employee that wants to play nine holes with his wife.

Ms. Walsh: The intent is that they would pay.

Mr. Melloh: Yes, before 1:00 p.m., if there is space available on the golf course, then they would pay \$22.

Ms. Walsh: What time does our price change?

Mr. Melloh: We have a rate at 11:00 a.m., 1:00 p.m., 2:00 p.m. etc. We have about four different price changes throughout the day.

Ms. Walsh: Thank you.

Mr. McCarthy: Are there any other comments? Hearing none, we need a motion as stated.

On MOTION by Mr. Bedwell seconded by Ms. Walsh with Ms. Thomsen, Mr. McCarthy and Ms. Walsh in favor and Mr. Bedwell dissenting, the request to raise the cart fee for employee guests to pay \$22 and include a restriction so houseguests and immediate family members can only play before 1:00 p.m. was approved. (Motion Passed 3-1)

## **FIFTH ORDER OF BUSINESS**

### **Supervisor's Requests**

Mr. McCarthy: Jo?

Ms. Walsh: Nothing.

Mr. McCarthy: Bill?

Mr. Oakley: None.

Mr. McCarthy: David?

Mr. Bedwell: Nothing.

Mr. McCarthy: Someone asked about participation at the meetings. In 2018, we had 12 meetings, and only two people spoke. In 2019, we had 11 meetings and a Town Hall meeting, where 40 or 60 people spoke. Nine different people attended in 2019, but only five people actually spoke. So, in two years, with 23 meetings, seven people came to talk to us. Our General Manager has been very open to the community. He's been willing to go into neighborhood associations in the evening and answer any questions that people have. As we mentioned before,

Jason answered probably 1,000 emails from people about questions they had. So, the Board has been very compliant in terms of responding to the community. As I said earlier, as a Chairman of the Board, I can't speak for the Board as I'm only one equal vote, but everyone has a different opinion. When the Board speaks, they have to speak in unison. I thank you for your time. We need a motion to adjourn the meeting.

Resident (Not Identified): I want to thank everyone on the Board. I know it's not a pleasant job. We will try to be at the meetings.

Mr. McCarthy: We appreciate your comments. We are doing the best we can.

## **SIXTH ORDER OF BUSINESS**

### **Adjournment**

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

---

Secretary/Assistant Secretary

---

Chairman/Vice Chairman

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 Wednesday, July 22, 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
Residents	

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. McCarthy: If you wish to speak, you are allowed three minutes and then you will be given a warning when 30 seconds are left.

Tony Volpe, IRCC: I thought that I would talk to you today about some things that we worked on in the past, specifically, Woodside Park. Part of the plan was to put a dog park and a picnic pavilion. I asked before, "Who wants this?" Nobody has ever given me an answer. So, it's important to understand what somebody wants. Secondly, I also asked if you have done a survey to find out who wants this. To be quite frank, if these items are built, how will it be maintained? It will be operational. Where is that money going to come from? Then how will the bond or taxpayers be paid back for building this? It's a return on investment. We talked about that before. I'm concerned about this for a lot of reasons. I don't see a lot of people in that park, but the

people I do see are from the neighborhood next door, which correct me if I'm wrong, is not part of the CDD. So, the people that are paying the tax for it, received very little benefit if they are not using it. The presumption would be if they don't want it, why are we asking them to pay for it? If you build these items, given the Corona virus, how are you going to make sure it is clean? Secondly, associated with that statement, is liability. Whether you realize it or not, if someone gets the Corona virus and it's presumed that it came from here, there is a liability situation.

Mr. Showe: 30 seconds.

Mr. Volpe: It hasn't surfaced yet, but I assure you, as we go forward, they will start servicing it. So again, this is something that I'm asking you to reconsider. Thank you.

Mr. McCarthy: Thank you for your comments, Tony. Anyone else?

Steve Colasinski, Herons Landing: There is a public hearing scheduled for August 27<sup>th</sup> at 6:00 p.m. What is the intention of that hearing?

Mr. Showe: It is for the adoption of the annual budget as well as the rules and rates of the CDD. We have that public hearing annually.

Mr. Colasinski: Thank you.

Mr. McCarthy: Thank you for your comments.

Peter Carnesale, IRCC: I have a few questions. Since the court case was settled on July 17<sup>th</sup>. How does that affect the pending bond? Related to that, what does it look like now? How has it changed? What is the amount of the bond? What is the total cost with interest and fees? What is the breakdown on where the funds are going? I know what it was originally because that was printed. Secondly, when will the minutes from January through June be uploaded to the website? There is nothing there since January. So, we have gone half a year without uploading any minutes onto the website; although, we have a spot for them to be posted. Also, based on the law, regular meeting and workshop minutes and are supposed to be on there as well as the shade meeting minutes, once the court case is settled. I don't see any of that posted. Thank you.

Mr. McCarthy: Thank you for your comments. Anyone else?

Rob Dale, Osprey: Yes. My question is directed to Jason. I am reading straight out of the government and sunshine manual, Section 286.011(2) of the Florida Statutes, requiring that the minutes of the meeting of a public Board, be promptly recorded and open to public inspection. Workshop meetings are not exempted from this requirement. "Prompt" is defined as at once or without delay. Is there a reason why we are not posting minutes?

Mr. Showe: I can get them posted. That's not an issue. We are required to provide those when requested, and we can certainly do that. We don't have minutes of the workshops, but we have recordings. Those can be requested.

Mr. Dale: You posted those every month prior to January and then all of a sudden are not posting them.

Mr. Showe: The draft minutes are posted with the agenda package that's typically on there, but we will make sure that they are all posted.

Mr. Dale: Okay.

Mr. McCarthy: Thank you for your comments.

Ms. Walsh: Jason, there were a couple of meetings that we did not have.

Mr. Showe: Correct.

Ms. Walsh: At the beginning of the year, there was nothing but telephonic and Zoom meetings.

Mr. Dale: I understand that, but January was the last posted meeting minutes and we are in July. I guess the other part of the issue is never once have I seen workshop minutes posted.

Mr. Showe: The Board doesn't have workshop minutes. The workshop is recorded, but no action is taken by the Board. So, there are no minutes of those meetings.

Mr. Dale: The requirement of law is that they be summarized even if they are not the full minutes and be posted.

Mr. Showe: I will check with our counsel on that. That is not the interpretation we had. We never transcribe workshop minutes. We have the recordings and if requested we will provide them. I will work with District Counsel.

Mr. Dale: Thank you.

Mr. McCarthy: Anyone else?

Jim McSeveney, Herons Landing: I don't see anything showing what the bond was passed for, the amount, interest rate, what facilities are in the bond and the amount. I think if it was passed last week at that meeting, I apologize for not being there, but that information should've been shared. It was not even shared today. So, I see that as something that is not transparent on what this Board is doing by not sharing this information. If I'm wrong, that is my mistake, but I don't see it.

Mr. Showe: I can address that if the Board would like. We posted those documents on the website. There was very limited information, but there was active litigation until the 17<sup>th</sup>, when the bonds were closed. The final Engineer's Report and final Assessment Methodology, which were approved by the Board, were posted in accordance with the Settlement Agreement.

Joe Henry, Herons Landing: With regards to that report, does it break down what is in fact maintenance and what is an improvement in so far as what is being requested in the bond?

Mr. Showe: There is a full breakdown in the Engineer's Report of all items and their project costs within that bond.

Mr. Henry: Specifically, what is needed to maintain the golf course and what is going to be improved?

Mr. Showe: All of the details are in there. I'm not sure I understand what the difference is.

Mr. Henry: Is it for maintenance and improving?

Mr. Showe: There's nothing in here that's a maintenance cost. They are all improvements.

Mr. Melloh: There is nothing in there for the day-to-day ongoing maintenance.

Mr. Henry: Replacing the sprinkler system, due to dead plant material, is maintenance. Putting in a fountain, is an improvement. Is it broken down that way?

Mr. Showe: The legal definition is it's an improvement. We are buying a capital item and installing it, so that's an improvement under the definition.

Mr. Henry: Thank you.

Mr. McCarthy: Anyone else?

Tim Bianchi, Auburn Lakes: Regarding the dog park that Tony discussed, apparently you guys don't talk to the other associations. Why would we have two dog parks in Viera East? You might want to talk to them before you start spending money.

Mr. Oakley: I went to the last VECA meeting and they said that they are not going to do it.

Mr. Bianchi: That's not what they are saying. They are explaining to residents to do just what you were saying.

Mr. Oakley: I went to the VECA meeting. Jim was also there. He is a Board Member.



Mr. McSeveney: I am a VECA Board Member and that information is not correct in any way, shape or form to take any initiative to build a dog park.

Mr. Bianchi: If you don't have minutes, simply put on your database or web base that you don't have minutes. It would eliminate the questions of why your minutes are not on the website. Regarding the lakes, for the love of Jesus, I don't know what's going on. Did you cancel the contract with ECOR because you guys have a problem? There is stuff on the lake. I don't know what it is. I don't know what's causing it. I work at NASA and I don't deal with environmental issues, but there is something wrong with our lakes and you guys need to get with ECOR and find out what is going on. There are whole bodies of foreign material floating across the lakes. There are dead fish. I don't know what is going on, but someone needs to look into that.

Mr. Showe: Do you have a specific lake?

Mr. Bianchi: Yes, all of the lakes in Auburn Lakes. I have been reading somewhere that there are fish kills all over Viera.

Mr. Showe: It's more than just Viera East. This time of year, because of the heat, it's typical.

Mr. Bianchi: I have lived on a lake since 2004 and it never happened before. I don't know what's happening.

Mr. Melloh: It's probably the temperature. We can look into the depletion of oxygen. It's happening on the west side also.

Mr. Bianchi: Something is happening. This is like a hydrilla type of thing. I don't know what's going on.

Mr. Melloh: Okay.

Mr. McCarthy: Thank you for your comments.

Mr. Oakley: You said that we don't talk to the other associations. Is that your assumption?

Mr. Bianchi: Sort of. I was the President of VECA and we reached out to you guys a lot.

Mr. Oakley: Tony and I met with a nice lady from the IRCC and they are in the process of putting in a dog park. So, there is one other community that is considering a dog park, specifically for their residents. What we are proposing is for all of the residents. I have to disagree with Tony's stated that there is never anyone at Woodside Park, but I saw several people there this morning. The other day when I was down there, I saw a soccer game out there.

So, there are people that are using Woodside Park. I see them all the time. Other people drive there in their cars, park and take their dogs out and walk in the dog park.

Mr. Bianchi: Is a dog park planned for Woodside Park?

Mr. Oakley: As far as we know, yes.

Mr. McCarthy: Would anyone else like to speak? If not, the public comment period is closed.

### **THIRD ORDER OF BUSINESS**

#### **Staff Reports**

#### **A. General Manager's Report**

Mr. Melloh: I only have a couple of items. We aerified the greens on July 13<sup>th</sup> and 14<sup>th</sup>. This morning we did our post aerification, top dressing. Everything is looking good and everything is healing just fine. We have our Rounds and Revenue Report. We are good on revenues for July; making \$700 daily per day, which is what we made last year. Of course, last year, we had more rain than this year.

Mr. McCarthy: Does anyone have any questions for Tim on the golf course?

Mr. Bedwell: I played golf this morning and there is definitely four to five feet of yellow stuff.

Mr. Melloh: It's algae. It's been treated with an algicide. Typically, this time of year, you have a lot of algae growth. Once ECOR sprays it, there's no place for it to dissipate. Typically, it dissipates when we have heavy rains. In the last couple of weeks, we haven't had heavy rains for it to dissipate. We will take a look at Auburn Lakes and talk to ECOR. We have an in-person meeting with the Vice President of ECOR next week and I'll ask them about that.

Mr. Bianchi: Don't include just Auburn Lakes. It's all of the lakes running up Clubhouse Drive over to Osprey.

Mr. Melloh: We have 85 lakes and you just mentioned Auburn Lakes.

Mr. Bianchi: That's where I live.

Mr. Melloh: We have to look at the overall picture. ECOR sprays, but they can only do that so frequently. Sometimes when you spray the algicide, we have a lot of rain after that. We will talk to ECOR to make sure that everything is where it should be. That concludes my report.

**B. Attorney**

This item was omitted.

**FOURTH 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 #3938 through #3960 from the General Fund in the amount of \$35,183.49 were approved.

On MOTION by Ms. Walsh seconded by Ms. Thomsen with all in favor Checks #75 and #76 from the Capital Reserve Fund in the amount of \$11,275 were approved.

On MOTION by Ms. Walsh seconded by Mr. Bedwell with all in favor Checks #27836 through #27916 from the Golf Course Fund in the amount of \$81,972.86 were approved.

**B. Balance Sheet and Income Statement**

Mr. Showe: No action was required by the Board.

**FIFTH ORDER OF BUSINESS**

**Supervisor's Requests**

Mr. McCarthy: David?

Mr. Bedwell: No.

Mr. McCarthy: Melinda?

Ms. Thomsen: No.

Mr. McCarthy: Bill?

Mr. Oakley: Yes. I have a few items. First, I would like to thank Tim for having the trees trimmed at Woodside Park. They look a lot better. Where are we at with opening the playgrounds? I know we put it on hold. I didn't know if there were any new comments. I just wondered what the update was.

Mr. Melloh: We are still waiting for our legal team to give us the okay.

Mr. Showe: I think we discussed that a few meetings ago. We were waiting on Board direction on your comfort level for opening that. The guidelines that we have been given from both the insurance and the State, there are things you can do to open it up should you choose to. That in no way is a recommendation from them to open it up. We provided Tim the language for the signage that we are using at other properties. It is really up to the Board. If you choose to open it, we can post the signage and go ahead and open those up, but it is really up to the Board's discretion.

Mr. Oakley: What does our insurance company say about it?

Mr. Showe: We have to post signage that indicates the need to self-sanitize, a limit of ten people in the facility, use at own risk, if you are sick don't come here, general language similar to what you see at stores. We provided the language to Tim.

Mr. Oakley: Tim, if we do open it up, could we have our crew sanitize it once a day prior to it being opened in the morning?

Mr. Melloh: We can do that Monday through Friday, but we don't have the ability on Saturday and Sunday, unless we approve overtime.

Mr. Oakley: At some point in time, I think the Board might want to re-look at this issue.

Ms. Thomsen: Can we close it on the weekends?

Mr. Showe: I don't see why not.

Mr. Melloh: That's why we decided to keep it closed, because there are other options for people to use some other parks in the area. Ours is pretty small.

Mr. Oakley: On the sign, can you say, "Open Five Days a Week/Closed Saturday and Sunday?"

Mr. Showe: Sure.

Ms. Walsh: We would sanitize Monday through Friday.

Mr. Melloh: We are putting a sign up that says, "Self-Sanitize."

Mr. Oakley: That's something we can talk about at the next workshop.

Mr. Melloh: That's where we are with it. With the virus spiking, I don't know if that's something you want to take on right now. We will do whatever the Board asks us to do. That's where we left it at the last meeting.

Mr. Oakley: That's all I have.

Mr. McCarthy: Jo?

Ms. Walsh: I'm good. Thank you.

Mr. McCarthy: If anyone would like to have a question answered, Tim Melloh is our General Manager. He has been with us for a little over five years. His job is solving problems. There are a lot of moving parts to it and there's always something going on and always some type of a problem. He is more than willing to speak to Homeowner's Associations. He has done that in the past. He is very receptive to someone coming into his office and you can spend an hour to an hour-and-a-half there to iron things out. It is very difficult to solve a problem and I realize it's very frustrating for you in a three minute period, but Tim is available. You simply have to make an appointment and he would be more than happy to discuss any problems you might have.

**SIXTH ORDER OF BUSINESS****Adjournment**

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

---

Secretary/Assistant Secretary

---

Chairman/Vice Chairman

**SECOND AMENDMENT TO THE LANDSCAPE MAINTENANCE AGREEMENT  
BETWEEN DEER RUN COMMUNITY DEVELOPMENT DISTRICT AND  
YELLOWSTONE LANDSCAPE, INC.**

**THIS SECOND AMENDMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020,  
by and between:

**DEER RUN COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Bunnell, Florida, whose mailing address is 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801 (“District”); and

**YELLOWSTONE LANDSCAPE, INC.**, a corporation authorized to do business in the State of Florida, whose address is 3235 N. State Street, Bunnell, Florida 32110 (“Contractor”).

**RECITALS**

**WHEREAS**, the District is a special-purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District and the Contractor previously entered into that certain *Landscape Maintenance Agreement Between Deer Run Community Development District and Yellowstone Landscape, Inc.*, dated October 1, 2017 (“Agreement”) and the *First Amendment to the Landscape Maintenance Agreement Between Deer Run Community Development District and Yellowstone Landscape, Inc.*, dated July 1, 2020 (“First Amendment”); and

**WHEREAS**, Section 5 of the Agreement provides that the term of the Agreement was through September 30, 2018, with two (2) additional optional one (1) year renewal periods ending on September 30, 2020; and

**WHEREAS**, pursuant to Section 20 of the Agreement, the parties desire amend the term of the Agreement for to allow for two (2) additional optional one (1) year renewals through this Second Amendment to the Agreement (“Second Amendment”); and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power, and authority to enter into and be bound by this Second Amendment.

**NOW THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Second Amendment.

**SECTION 2.** Pursuant to Section 20 of the Agreement, this Agreement shall be subject to four (4) additional optional one (1) year renewals at the prices provided in Section A of the Agreement. Such renewals shall be contingent upon satisfactory performance evaluations by the District and subject to the availability of funds.

**SECTION 3.** Except as specifically amended above, the Agreement and First Amendment shall remain in full force and effect, unaltered by this Second Amendment.

**IN WITNESS WHEREOF**, the parties hereto have signed this Second Amendment on the day and year first written above.

Attest:

**DEER RUN COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**YELLOWSTONE LANDSCAPE, INC.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

## SECTION IV



## **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 2:00 p.m., 11, August, 2020

TO: VIERA EAST COMMUNITY DEVELOPMENT DISTRICT  
FROM: LANDIRR, INC  
(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 June 5, 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 SIX HUNDRED EIGHTY- EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00/100 (\$688,250.00) as more specifically described in the Proposal Summary.

Proposer submits that it can perform the Alternate work described in this Project Manual (use of 316 Stainless Steel hardware instead of Hot Dipped Galvanized Steel) for an additional Total Lump Sum Price of SIX HUNDRED NINETY-FIVE THOUSAND NINE HUNDRED TWENTY-TWO DOLLARS & 00/100 (\$695,922.00) as more specifically described in the Proposal Summary.

Contractor is required to attach a Schedule of Values with each of the five (5) sites separated within the Schedule of Values. The Schedule of Values to be attached as Exhibit C to the A104.

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.

Type text ~~TIME~~

C.

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. 1

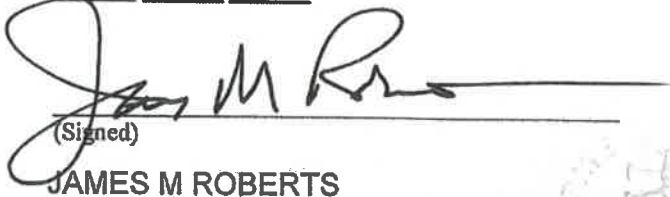
Dated: 07 / 28 / 20

Addendum No. \_\_\_\_\_

Dated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Addendum No. \_\_\_\_\_

Dated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



(Signed)

JAMES M ROBERTS

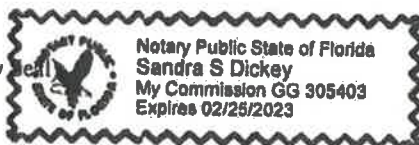
(Print Name of Signatory)

This 10<sup>th</sup> day of August, 2020.

(Corporate Seal)

Sworn to before me by means of ☒ physical presence or ☐ online notarization this 10<sup>th</sup> day of August, 2020.

(Notary Seal)



  
Notary Public/ Expiration Date

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

Original Advertising Date: June 24, 2020  
Due Date: August 11, 2020, @ 2:00 pm.  
Addendum No.1

**Item 1: Plan Sheet C-3, "General and Construction Notes":**

Replace note (3) with the following,

(3) ALL LUMBER AND PILING TO BE YELLOW PINE PRESSURE TREATED TO A MINIMUM OF 0.6 CCA, TO BE INDICATED ON CONTRACTOR PROVIDED DESIGN.

**Item 2: Plan Sheet C-3, "Typical Bulkhead Wall Assembly":**

To the callout stating "EXISTING BULKHEAD WALL TO BE REPLACED. CONTRACTOR TO REMOVE AND DISPOSE OF THE TOP 24" OF THE EXISTING WALL", add the following,

"CONTRACTOR MAY CHOOSE TO REMOVE MORE THAN 24" OF THE EXISTING WALL AT NO ADDITIONAL COST TO THE OWNER."

**Item 3: Plan Sheet C-3, "Typical Bulkhead Wall Assembly":**

Change the callout indicating the maximum spacing between the existing and new bulkhead wall from "2 FT MAX" to "3 FT MAX".

**Item 4: Official Proposal Signature Form, Page 4, section "Time":**

Replace "within Sixty (60) days" with "within One Hundred and Twenty (120) calendar days".

**Item 5: AIA Document A104, under "ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION", section 2.3.1:**

Replace "Not later than Sixty (60) calendar days" with "Not later than One Hundred and Twenty (120) calendar days".

Bidders must acknowledge receipt of this Addendum on the bid package to be considered a Responsive Bidder. Failure to acknowledge receipt of issued Addenda may result in the disqualification of the Bidder.

---

END OF ADDENDUM 1

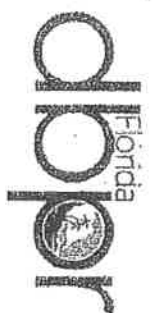
ITEM #	SCHEDULE OF VALUES DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS (not in Work Completed)	TOTAL COMPLETED STORED TO DATE	% COMPLETE	BALANCE TO FINISH
			PREVIOUS APPLICATION	THIS PERIOD				
1	STE #1 HOLE 7  The construction and installation of stormwater pond bulkhead improvements, which improvements consist of, but not limited to , installation of approximately 1200 lf of bulkheads at 5 different locations, demolition of portions of the existing walls, installation of new drains, and related appurtenances, restore in 5 locations golf course finish elevations and plant new 419 sod, all set forth in the Project Manual and Engineering plans and specs.	103,238.00						
2	STE #2 HOLE 9  The construction and installation of stormwater pond bulkhead improvements, which improvements consist of, but not limited to , installation of approximately 1200 lf of bulkheads at 5 different locations, demolition of portions of the existing walls, installation of new drains, and related appurtenances, restore in 5 locations golf course finish elevations and plant new 419 sod, all set forth in the Project Manual and Engineering plans and specs.	120,444.00						
3	STE #3 HOLE 12  The construction and installation of stormwater pond bulkhead improvements, which improvements consist of, but not limited to , installation of approximately 1200 lf of bulkheads at 5 different locations, demolition of portions of the existing walls, installation of new drains, and related appurtenances, restore in 5 locations golf course finish elevations and plant new 419 sod, all set forth in the Project Manual and Engineering plans and specs.	117,002.00						
4	STE #4 HOLE 14  The construction and installation of stormwater pond bulkhead improvements, which improvements consist of, but not limited to , installation of approximately 1200 lf of bulkheads at 5 different locations, demolition of portions of the existing walls, installation of new drains, and related appurtenances, restore in 5 locations golf course finish elevations and plant new 419 sod, all set forth in the Project Manual and Engineering plans and specs.	227,123.00						
5	STE #5 HOLE 18  The construction and installation of stormwater pond bulkhead improvements, which improvements consist of, but not limited to , installation of approximately 1200 lf of bulkheads at 5 different locations, demolition of portions of the existing walls, installation of new drains, and related appurtenances, restore in 5 locations golf course finish elevations and plant new 419 sod, all set forth in the Project Manual and Engineering plans and specs.	120,443.00						
TOTAL CONTRACT AMOUNT		688,250.00						





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**GROVES, GEORGE THOMAS II**

A/E CONSTRUCTION GROUP LLC  
7017 RIVERSIDE DR  
PUNTA GORDA FL 33982

LICENSE NUMBER: CGC1514507

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



A.U.E. CONSTRUCTION GROUP, LLC  
Golf Course Division  
7017 RIVERSIDE DRIVE  
PUNTA GORDA, FL 33982  
TOMMY@AUECONSTRUCTIONGROUP.COM  
941-623-2111



**PAST PROJECTS:**

(Gary Stover 941-740-3679)

*Projects include : covered bridges, span bridges, board walks  
timber bulkhead and custom rock walls*

Stonebridge C/C- Rome, GA  
Palmira C/C- Bonita Springs, FL  
Laurel Oaks- Sarasota, FL  
Polo Club- Boca Raton, FL  
Bay Colony- Naples, FL  
Hunters Run- Boca Raton, FL  
Martin Downs- Stuart, FL  
Rock Barn- Hickory, NC  
Ocean Course- Kiawah Island, SC  
Reserve @Lake Keowee, SC  
Gordon Lakes C/C-Augusta, GA  
Woodfield Golf Club- Boca, FL  
Raspberry Falls- Leesburg, VA  
C/C of Alpharetta - Atlanta, GA  
Country Club of Birmingham- AL  
Prescott Isles- Truly, TX  
Hole in One- Naples, FL  
Country Side C/C- Estero, FL  
Copperhead C/C- Tarpon Springs, FL  
PGA Nat'l- Palm Beach Gardens, FL  
Pelican Pointe - Venice, FL  
7- Lakes - Fort Myers, FL  
Lakewood Ranch - Bradenton, FL  
Jones Pier - Vero Beach, FL  
Peace River Botanical Gardens, Punta Gorda, FL

Mizner C/C Palm Beach, FL  
Iron Horse - Indian Town, FL  
Shadow Woods - Estero, FL  
Old Cypress - Naples, FL  
Naples Nat'l - Naples, FL  
Lely C/C - Naples, FL  
Quantico Base - Triangle, VA  
Grand Harbor C/C -Vero Beach, FL  
Quail Valley C/C - Stuart, FL  
Kingsgate C/C - Port Charlotte, FL  
Huntington Hills C/C - Lakeland, FL  
Cypress Woods C/C -Naples, FL  
Quail West - Bonita Springs, FL  
Island Club of Marco C/C -Marco Island, FL  
Bonita Bay Club - Naples, FL  
Naples Esplanade C/C - Naples, FL  
Burnt Store Village (pedestrian walk bridge)  
Punta Gorda, FL  
Gulf Harbor - Fort Myers, FL  
Azario - Sarasota, FL  
Treviso Bay - Naples, FL  
Babcock Ranch - Babcock, FL  
Ave Marie - Immokalee, FL  
Indian River C/C -Vero FL



**ARCHITECTS:**

Gary Player

Arthur Hills

Gordon Lewis

Mark Macomber

Harry Bowers

Greg Norman

Jack Nicklaus

Arnold Palmer

Pete Dye

Arthur Davis

Tom Fazio

Kipp Schulties

Ricky Nix

Ron Garl

**CLIENTS:**

Links Golf- STEVE

Q.G.S. - PAUL COPE

RYAN GOLF - CORT BYRNES

SFI RENOVATIONS - CHRIS WILFERT

SIGNATURE GOLF - HARRY BOWERS

TOTAL GOLF - JEFF BREWSTER

WADSWORTH GOLF - ROD LUCK

XGD SYSTEMS- BRUCE SHELDON

## **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: 08/11/2020, 2020

1. Proposer LANDIRR, INC. ☐ A Individual  
(Company Name) ☐ 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 202 N. LAUREL AVENUE

P.O. Box (if any) \_\_\_\_\_

City SANFORD State FLORIDA Zip Code 32771

Telephone 407-330-2892 Fax No. 407-321-1939

1<sup>st</sup> Contact Name JAMES M ROBERTS Title PRESIDENT

2<sup>nd</sup> Contact Name TIM ZIRKLE Title VP OPERATIONS

4. Proposer Company Address (if different)

Street Address \_\_\_\_\_

P.O. Box (if any) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_

Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_

1<sup>st</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_

2<sup>nd</sup> 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 \_\_\_\_\_

LANDIRR, INC.

Date Incorporated MAY 1985 Charter No. H56372

5.2 If no, provide the following:

The state in which the Proposer company is incorporated FLORIDA

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.)

IRRIGATION

License No. RX0053571 Expiration Date \_\_\_\_\_

Qualifying Individual JAMES M ROBERTS Title PRESIDENT

List company(ies) currently qualified under this license LANDIRR, INC.

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 BROWN & BROWN (MERCHANTS BONDING)

Address 220 S. Ridgewood Avenue Daytona Beach, FL 32114

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

8. Name of Proposer's Bonding Agency MERCHANTS BONDING

Address 6700 WESTOWN PAKY, WEST DES MOINES IA 50266

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) 2019 - 12,973,641.00,  
(2) 2018 - 10,085,458.00, (3) 2017 - 8,523,000.00.

10. What are the Proposers' company's current insurance limits? 5,000,000.00

General Liability \$ 1,000,000.  
 Automobile Liability \$ 1,000,000.  
 Workers Compensation \$ 500,000.  
 Expiration Date 9-1-20

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?
TIM ZIRKLE	VP OPERATIONS	SUPERVISORY	35	4	VP OPERATIONS
DAN CRAWFORD	SUPERVISOR	CO-ORDINATOR	30	8	SUPERVISOR
ROLANDO BENITEZ	FOREMAN	PROJECT	22	15	FOREMAN

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 ☒



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/04/2020

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

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

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 2290 Lucien Way Suite 400 Maitland FL 32751		<b>CONTACT NAME:</b> Liz Hotopp <b>PHONE (A/C No, Ext):</b> (407) 860-8282 <b>FAX (A/C No):</b> (407) 660-2012 <b>E-MAIL ADDRESS:</b> lhotopp@bborlando.com	
<b>INSURED</b> Landirr, Inc. 202 N Laurel Ave Sanford FL 32771-1224		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> FCCI Insurance Company <b>INSURER B:</b> National Trust Insurance Co. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 10178 20141	

**COVERAGES** **CERTIFICATE NUMBER:** CL1882820964 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	GL100051329	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
						Employee Benefits \$ \$1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		CA100051328	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
						PIP-Basic \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		UMB100051331	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	001-WC19A-78696	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 500,000					
	E.L. DISEASE - EA EMPLOYEE \$ 500,000					
	E.L. DISEASE - POLICY LIMIT \$ 500,000					
A	Installation Floater Rented/Leased Equipment		CM100051330	09/01/2019	09/01/2020	Floater Limit \$300,000
	Limits/Deductible \$150,000/\$5,000					

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

<b>CERTIFICATE HOLDER</b>  CA 91301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  PRODUCING AGENT  <i>Thomas W. O'Brien</i>
---	---

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.

NONE

---

---

---

---

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).

Marriot World Center Orlando 3 - Golf Holes, Cart Path Expansion City of Tallahassee, Southern  
Oaks 18 Hole Construction, The Villages, Evans Prairie Irrigation, Pitch and Putt, The Villages FL.

---

---

---

---

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.

LANDIRR, INC.

By: James M Roberts

JAMES M ROBERTS

(Type Name and Title of Person Signing)

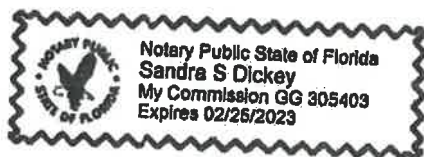
This 10<sup>th</sup> day of August, 2020.

(Corporate Seal)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online  
notarization this 10<sup>th</sup> day of August, 2020, by Sandra S. Dickey

[Notary Seal]

Name: Sandra S. Dickey  
Personally Known SD  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_





## CORPORATE OFFICERS

Company Name LANDIRR, INC.

Date 08/11/2020

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
James M Roberts	PRESIDENT	PRESIDENT OF LANDIRR, INC.	SANFORD FLORIDA
Nancy W Roberts	CFO	OFFICE OPERATIONS	SANFORD FLORIDA
FOR PARENT COMPANY (if applicable)			

## SUPERVISORY PERSONNEL

Company Name LANDIRR, INC.

Date 08/11/2020

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)

[illegible]

## Date 08/11/2020

9

Company Name LANDIRR, INC. Date 08/11/2020

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.

[illegible]

# PROJECTS COMPLETED BY PROPOSER IN THE LAST TWO YEARS

Company Name LANDIRR, INC

Date 08/11/2020

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	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/COMPLETED	OWNER NAME/LOCATION	NAME & PHONE NUMBER OF OWNER'S REPRESENTATIVE ON THIS PROJECT
WALDORF ASTORIA G.C.	1.2 MIL	PRIME	GOLF CONSTR.	08/19 -01/20	WHITING TURNER	ALFREDO LODI 321-436-5483
HAWK'S LANDING G.C.	1.4 MIL	PRIME	GOLF CONSTR.	APR- AUG. 20	PCL CONTRACTORS	JODY REYNOLDS 321-299-6708
RAINEY TRUCKING	360,000	SUB	TRUCKING	DEC - DEC	THE VILLAGES FL	BRIAN SESSLER 352-266-6925
LEGENDS G.C. FSU.	6.3 MIL	PRIME	GOLF COURSE	09/18 08/19	FSU TALLAHASSEE	RAY BALL 561-277-0468
LOPEZ GREEN ERIN VILLAGES	420,000	PRIME	GOLF RENOVATION	04/20 06/20	THE VILLAGES FL	Rickey Craig 407-832-8452
LOPEZ BUNKERS ERIN VILLAGES	340,000	PRIME	GOLF RENOVATION	04/20 09/20	THE VILLAGES FL	Rickey Craig 407-832-8452
GLENVIEW BUNKERS, FWYS VILLAGES	450,000	PRIME	GOLF RENOVATION	04/19 09/19	THE VILLAGES FL	Rickey Craig 407-832-8452
LOWLANDS GOLF CLUB THE VILLAGES	1,450,000	PRIME	GOLF RENOVATION	10/18 06/19	THE VILLAGES FL	Eric Brown 352-303-0181
GLENVIEW BUNKERS STIRRUP CUP VILGS.	400,000	PRIME	GOLF RENOVATION	04/20 08/20	THE VILLAGES FL	Rickey Craig 407-832-8452
LOPEZ GREENS TORRI VILLAGES	440,000	PRIME	GOLF RENOVATION	04/19 09/19	THE VILLAGES FL	Rickey Craig 407-832-8452
LOPEZ BUNKERS TORRI VILLAGES	380,000	PRIME	GOLF RENOVATION	04/19 09/19	THE VILLAGES FL	Rickey Craig 407-832-8452

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\*\*\*

THIS PAGE IS LEFT INTENTIONALLY BLANK

**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, Nancy W Roberts, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that James M Roberts 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.

Nancy W Roberts  
Secretary                      Corporate Seal

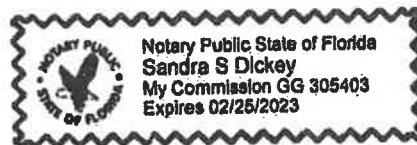
STATE OF Florida )  
COUNTY OF Seminole )      SS

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 10th day of August, 2020, by Nancy W. Roberts, of the Landree Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Sandra S. Dickey  
Signature of Notary Public taking acknowledgement

My Commission Expires: 02/25/2023 (SEAL)



(Attach Power of Attorney to original Proposal Bond and Financial Statement of Surety Company)



AIA Document A310  
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we LANDIRR, INC.

as Principal, hereinafter called the Principal, MERCHANTS BONDING COMPANY

a corporation duly organized under the laws of the State of IOWA as Surety, hereinafter called the Surety, are held and firmly bound unto

VIERA EAST COMMUNITY DEVELOPMENT DISTRICT

as Oblige, hereinafter called the Oblige, in the sum of FIVE PERCENT OF THE AMOUNT BID-----  
-----Dollars (----5%----), for  
the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

WHEREAS, the Principal has submitted a bid for: STORMWATER POND BULKHEAD IMPROVEMENTS

NOW, THEREFORE, If the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige  
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents  
with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material  
furnished in the prosecution thereof, or in the event of failure of the Principal to enter such Contract and give such bond or bonds, if  
the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and  
such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by the said  
bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4TH day of AUGUST, 2020.

Doranne Wagner  
(Witness)

LANDIRR, INC.  
(Principal)

John M. Rous  
(Seal)

Office Mgr.  
(Title)

Vincent Deluca  
VINCENT DELUCA (Witness)

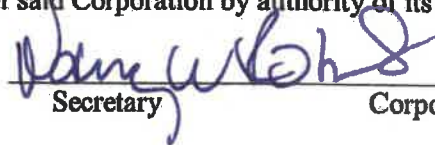
MERCHANTS BONDING COMPANY  
(Surety)

Steve P Farmer  
STEVE P FARMER

ATTORNEY IN FACT

**CERTIFICATE AS TO CORPORATE PRINCIPAL**  
**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT**  
**STORMWATER POND BULKHEAD IMPROVEMENTS**  
**BREVARD COUNTY, FLORIDA**

I, Nancy W. Roberts, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that James M. Roberts 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

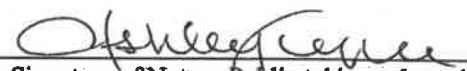
Corporate Seal

STATE OF Florida  
COUNTY OF Volusia

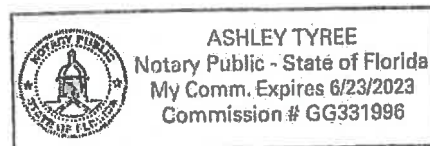
) SS  
)  
)

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 Merchants Bonding Company and that he has been authorized by Merchants Bonding Company 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 4th day of August, 2020, by Steve P Farmer, of the \_\_\_\_\_ Merchants Bonding Company 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: June 23, 2023 (SEAL)



(Attach Power of Attorney to original Proposal Bond and Financial Statement of Surety Company)



**MERCHANTS BONDING COMPANY (MUTUAL)**

**Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis**

	Dec. 31, 2019
<b>Admitted Assets</b>	
<b>Cash and Invested Assets</b>	
Bonds	\$ 154,681,684
Common Stocks	54,401,817
Real Estate	12,637,095
Cash and Short-Term Investments	9,910,898
Other Invested Assets	501,670
Total Cash and Invested Assets	232,133,164
Investment Income Due and Accrued	912,597
Premiums in the Course of Collection	10,341,697
Reinsurance Recoverable from Reinsurers	1,107,473
Current Federal Income Taxes Recoverable	517,613
Net Deferred Tax Asset	1,170,846
Receivable from Affiliate	10,871,999
Other Assets	8,264,075
Total Admitted Assets	\$ 265,319,464
<b>Liabilities &amp; Surplus</b>	
<b>Liabilities</b>	
Losses	\$ 10,040,126
Reinsurance Payable on Paid Losses and LAE	3,695,423
Loss Adjustment Expenses	12,919,997
Commissions Payable	2,053,755
Other Expenses	4,271,104
Taxes, Licenses, and Fees	450,811
Unearned Premiums	52,652,223
Dividends Declared to Policyholders	4,398,405
Reinsurance Payable to Reinsurers	2,176,220
Amounts Withheld for Others	9,970,570
Total Liabilities	102,628,634
<b>Surplus</b>	162,690,830
Total Liabilities and Policyholders' Surplus	\$ 265,319,464

I, Don Blum, Chief Financial Officer and Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2019, to the best of my knowledge and belief.

Don Blum, CFO & Treasurer

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Pamela J Thompson; Steve P Farmer; Tyler D DeBord

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



**POLLY MASON**  
Commission Number 750576  
My Commission Expires  
January 07, 2023

*Polly Mason*  
Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of August, 2020.



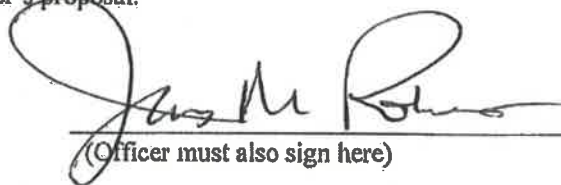
*William Warner Jr.*  
Secretary

**AFFIDAVIT FOR CORPORATION**  
**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT**  
**STORMWATER POND BULKHEAD IMPROVEMENTS**  
**BREVARD COUNTY, FLORIDA**

STATE OF FLORIDA )  
 ) SS  
COUNTY OF SEMINOLE )

JAMES M ROBERTS  
(title) PRESIDENT  
of the LANDIRR, INC.

(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 10<sup>th</sup> day of August, 2020, by Nancy W. Roberts, of the Landirr Inc 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: 02/25/2023 (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.**

- I. This sworn statement is submitted to Viera East Community Development District  
(print name of the public entity)
- by JAMES M ROBERTS  
(print individual's name and title)
- for LANDIRR, INC.  
(print name of entity submitting sworn statement)

whose business address is

202 N. LAUREL AVENUE  
SANFORD FLORIDA

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2530272

(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.)

X 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 I (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

  
Signature by authorized representative of Proposer

STATE OF FLORIDA  
COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 10<sup>th</sup> day of August, 2020, by Nancy W. Roberts, of the Landtec Inc., 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: 02/25/2023 (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 James M Roberts, President  
(print individual's name and title)
- for LANDIRR, INC.  
(print name of entity submitting sworn statement)

whose business address is

202 N. LAUREL AVENUE, SANFORD, FL. 32771

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2530272  
(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

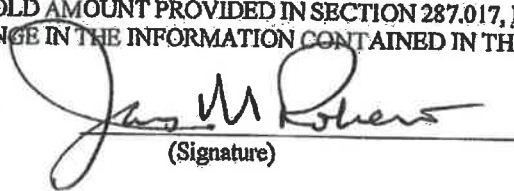
or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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 Seminole

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization  
this 10<sup>th</sup> day of August, 2020, by Nancy W. Roberts, of the Landarr Inc.  
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: 02/25/2023 (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:  
One thousand and 00/100 Dollars (Written)  
\$ 1000 (Figures).
3. The amount listed above has been included within the Proposal.

Dated this 5th day of August, 2020.

Proposer: Jamer M. Roberts Landwir, Inc

By: Jamer M. Roberts  
Title: President

STATE OF Seminole County  
COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of August, 2020, by Nancy W. Roberts of Landwir, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

[Notary Seal]



Sandra S. Dickey  
Notary Public, State of Florida  
Print Name: Sandra S. Dickey  
Commission No.: 305403  
My Commission Expires: 02/25/2023

**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 <sup>1</sup>	Item Total Cost
<u>SLOPE</u>	<u>1500 lf</u>	<u>1.00</u>	<u>1500.00</u>
Project Total			<u>1500.00</u>

Dated this 5 day of August, 2020.

Proposer: Landiro Inc

By:

Title:

Jens M. Row  
President

STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 10<sup>th</sup> day of August, 2020, by Nancy W. Roberts of Landiro Inc. who is personally known to me or who has produced as identification, and did [ ] or did not [ ] take the oath.

Sandra S. Dickey  
Notary Public, State of Florida

Print Name: Sandra S. Dickey

Commission No.: 66305403

My Commission Expires: 02/25/2023

<sup>1</sup> 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**

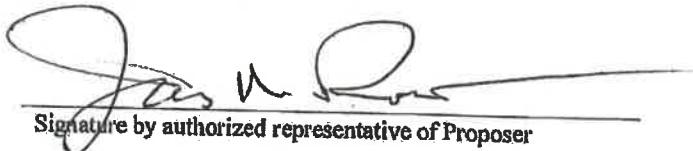


**AFFIDAVIT OF NON-COLLUSION**  
**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT**  
**STORMWATER POND BULKHEAD IMPROVEMENTS**  
**BREVARD COUNTY, FLORIDA**

STATE OF FLORIDA  
COUNTY OF SEMIWOLE

I, James M. Roberts, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a OFFICER (officer or principal) in the firm of Landarr Inc., 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.

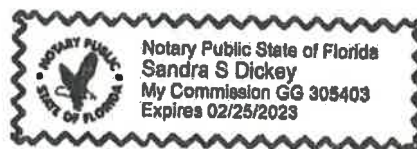
Dated this 5<sup>th</sup> day of August, 2020.

  
Signature by authorized representative of Proposer

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 10<sup>th</sup> day of August, 2020, by James M. Roberts, of the Landarr Inc., 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: 02/25/2023 (SEAL)



## SECTION V

**SMALL PROJECT AGREEMENT  
(Regrading and Sod Repair)**

THIS SMALL PROJECT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between:

**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Brevard County, Florida, and with offices at 219 E. Livingston St, Orlando, Florida 32801 (the "District"),

and

**LANDIRR**, a Florida corporation, having as its principal business address 202 N. Laurel Ave., Sanford , Florida 32771 (the "Contractor").

**RECITALS**

**WHEREAS**, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

**WHEREAS**, the District desires to purchase and have installed one 4,032 sq. feet of sod along with re-grading and re-planting as indicated on proposal, dated August 10, 2020, which is attached hereto and made a part hereof as Exhibit A (the "Proposal"); and

**WHEREAS**, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform and complete the Project; and

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

**SECTION 2. DUTIES.**

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the exhibits (the Proposal) attached hereto and incorporated herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

C. Contractor shall report to the District Manager or his designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds, maintenance of traffic, and other accessories and services necessary to complete said Project in accordance herewith and with the conditions and prices as stated herein and in the Proposal.

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the work associated with the Project in a substantial and workmanlike manner.

F. Contractor shall perform all the work and labor pursuant to this Agreement and as necessary to complete the Project.

G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, rights-of-way, alleys, parkways, park properties and facilities, District lands, and adjacent property in connection with the Project and Contractor's performance of this Agreement.

H. Contractor will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

I. Contractor shall be fully responsible for developing, maintaining, and implementing any plans required by Brevard County (the "County") as part of the permitting process or in connection with the Contractor's work, Contractor shall submit, and follow up on through issuance, the County permit application associated with the Project. District agrees to work with Contractor and to timely provide to Contractor, upon request, with all information and required signatures required for such permit applications. Permit fees, supported with receipts, shall be reimbursed to the Contractor at cost (in addition to the Contract Amount).

J. Contractor agrees to coordinate work associated with the Project with the third party electrical contractor retained by the District, if any, in order to ensure the Project is timely completed and completed in accordance with this Agreement.

K. Except as otherwise specifically provided herein, Contractor has recommended the products and equipment being purchased and installed pursuant to this Agreement.

### **SECTION 3. COMPENSATION.**

A. District agrees to compensate the Contractor in the lump sum amount of **SEVEN THOUSAND EIGHT HUNDRED SIXTY TWO DOLLARS AND 40/100 (\$7,862.40) DOLLARS** ("Contract Amount") in accordance with the payment schedule below:

Description	Amount	Payment Due
Final Payment (100%)	\$ 7,862.40	Completion of Project
<b>TOTAL</b>	<b>\$ <u>7,862.40</u></b>	

Payment of the Final Payment will be made upon completion of the work necessary to complete the Project and after the Project has passed final inspection by the District, and any other applicable permitting agencies. Payment for any Additional Costs or Extra Work shall be made upon completion of such additional work, and upon District's receipt and review of sufficient supporting documentation for such items. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made in accordance with this payment schedule and the Proposal. **Electric Service and Permit, permit fees, irrigation controller, and any other replacement/repair are not included.**

B. The Contractor acknowledges that District, as a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, is exempt from sales tax liability. All sales tax and excise tax shall be paid by and be the responsibility of the Contractor.

**SECTION 4. INDEPENDENT CONTRACTOR.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

**SECTION 5. TERM AND TIME OF PERFORMANCE.** This Agreement shall commence upon signature and shall continue until the Project described herein and in the Proposal is completed. The Project shall be completed in an expeditious manner to limit the inconvenience to the District landowners, tenants, and their employees, and the general public utilizing the pedestrian areas and rights-of-way within the District and in a manner that limits the downtime for the pump station facilities. The Project shall be completed by Contractor within sixty (60) days after permits (if any) are received from the applicable government agency.

## **SECTION 6. INDEMNIFICATION.**

A. Contractor shall indemnify, defend, and save harmless the District, its officials, agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of Contractor, its agents, servants, or employees in the performance of services under this Agreement.

B. Contractor shall indemnify, defend, and save harmless District, its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

C. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

D. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

E. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

## **SECTION 7. ENFORCEMENT.**

A. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

B. Within seven (7) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the

unacceptable or defective work to be corrected, or authorize such repairs as may be necessary to be made. Any expense incurred by the District in making corrections or repairs, which the Contractor has failed or refused to make after being duly notified shall be paid for out of any monies due or which may become due the Contractor under his Agreement. Failure or refusal on part of the Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to District shall be sufficient cause for the District to declare the Agreement in default, in which case the District at its option may cancel the Agreement in accordance with this Agreement and contract with any other individual, firm or corporation to perform the Work.

C. All costs and expenses, including reasonable attorney's fees, incurred by reason of Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him. Any special Work performed, as described herein, shall not relieve the Contractor in any way from his responsibility for the Work performed by him.

**SECTION 8. RECOVERY OF COSTS AND FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

**SECTION 9. CANCELLATION.** The District shall also have the right to cancel this Agreement at no cost or expense whatsoever to District: (1) for convenience at anytime prior to the issuance of a Notice to Proceed by District and (2) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure the cure the non-compliance.

**SECTION 10. WARRANTY.** The Contractor warrants its work against defects in materials or workmanship for a period of one (1) year from final acceptance by District. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District. Copies of all documentation related to any manufacturer's warranty associated with the Project shall be delivered to the District Manager of District prior to or at the time of final payment of the Contract Amount.

**SECTION 11. INSURANCE.**

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

- (i) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control

of its employees and for any injury sustained by such employees in the course of their employment.

- (ii) Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage; and
5. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

B. Prior to any work being performed pursuant to this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the Montecito Community Development District (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of the Contractor.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the contract and extension there under is in effect. District and Contractor shall not continue to complete the Project required by this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.



G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

## **SECTION 12. CHANGES IN THE WORK.**

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is complete.

## **SECTION 13. REMEDY FOR DELAY.**

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in the County's permitting/approval of the Project, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(s) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

**SECTION 14. NOTICES.** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent to the address(es) below via Certified U.S. Mail, Return Receipt Requested or by a nationally recognized overnight courier service:

**DISTRICT:**                   **Viera East Community Development District**  
219 E. Livingston St.  
Orlando, FL 32801  
Attention: District Manager

**CONTRACTOR:**           **LandIrr**  
202 N. Laurel Ave  
Sanford, Florida 32771  
Attention: Tim Zirkle

**SECTION 15. PUBLIC RECORDS.**

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

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

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the

possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

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

**Governmental Management Services-Central Florida, LLC  
219 E. Livingston St.  
Orlando, Florida 32801  
TELEPHONE: (407) 841-5524  
EMAIL: [jshowe@gmscfl.com](mailto:jshowe@gmscfl.com)**

**SECTION 16. INTERPRETATION OF AGREEMENT; AMBIGUITIES.** It is expressly agreed that, under no circumstances, conditions or situations, shall this contract be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

**SECTION 17. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**SECTION 18. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

**SECTION 19. ASSIGNMENT.** Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 20. BONDING.** The District has waived the requirement for payment and performance bond. Section 255.05, Florida Statutes.

**SECTION 21. APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**SECTION 22. CONFLICTS.** In the event of a conflict between any provision(s) of this Agreement and the terms and conditions of Exhibit A (Proposal), then the terms and conditions of this Agreement shall control.

**SECTION 23. VENUE.** In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Brevard County, Florida.

**IN WITNESS WHEREOF,** the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

**VIERA EAST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Chairman/Vice-Chairman  
Print name: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2020

*[Signatures continue on the following page]*

WITNESSES:

CONTRACTOR:

**LANDIRR, a Florida Corporation**

\_\_\_\_\_  
[PRINT NAME OF WITNESS]

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

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

\_\_\_\_\_  
[PRINT NAME OF WITNESS]

\_\_\_\_ day of \_\_\_\_\_, 2020

STATE OF FLORIDA       )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing Agreement was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_ of LANDIRR, a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation. He/she is personally known to me \_\_\_\_\_ or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

### **Proposal**



Golf Course Construction &

August 10, 2020

Viera East 419 sod repairs

Viera East Golf Club  
Tim Melloh, Scott Eberly  
2300 Clubhouse Dr.  
Rockledge, FL 32955

Tim, Scott:

Based on half a truckload (4,032 SF) of 419 sod coming from Pike Creek Turf, we can come in strip out the two locations as identified by Scott, losing the old turf as directed on-site. Re-grade the disturbed area(s) and re-plant with 419 sod, 4,032 SF (8 Pallets). Price does not include pre-plant. We should be able to get this work done by September 1, 2020.

Total cost is: 4,032 SF 419 Sod @ \$1.95/SF = \$7,862.40.

Please let us know if this is acceptable.

Sincerely,

Mike Roberts  
President

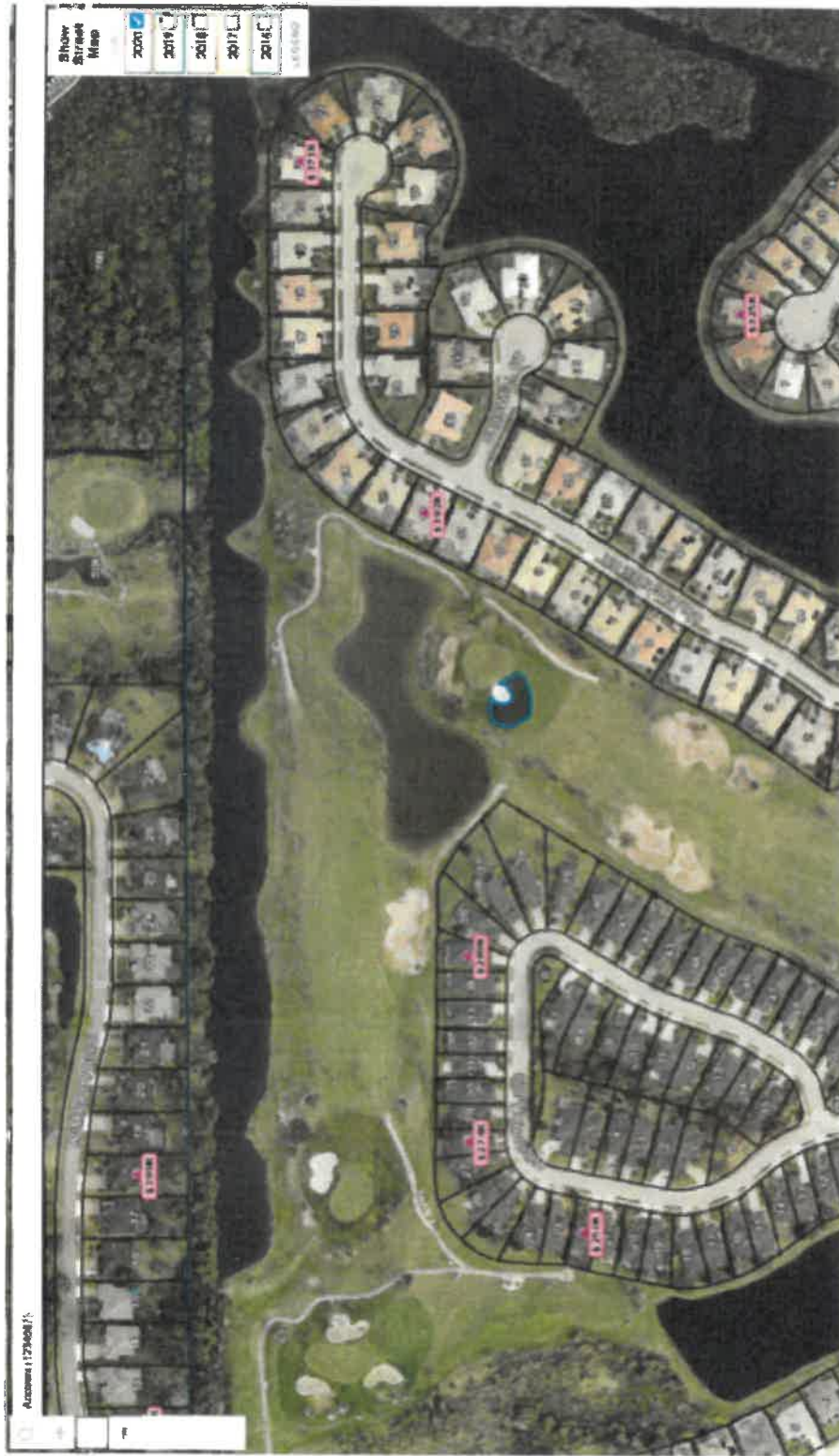
202 North Laurel Avenue • Sanford, Florida 32771 • 407-330-2892 • E-mail  
admin@landirr.com





8/15/2020

BCPAO - MapView



Close



Click here to view more information about this document. For more information, click on the document number in the list.  
<https://www.bcpao.us/map?r=252746>

1/1



## SECTION VI

**This space reserved for use by the Clerk  
Of the Circuit Court**

**This Instrument Prepared by  
and returned to:**

**Viera East Community Development District  
c/o Governmental Management Services  
219 E. Livingston St.  
Orlando, FL 32801**

**VIERA EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**Disclosure of Public Financing and Maintenance of  
Improvements to Real Property Undertaken by the Viera East  
Community Development District**

**Revised August 26, 2020**

**Board of Supervisors  
VIERA EAST  
Community Development District**

Paul McCarthy  
Chairman

David Bedwll  
Vice Chairman

Jo Walsh  
Treasurer

William Oakley  
Secretary

Melinda Thompson  
Assistant Secretary

Jason Showe  
District Manager  
Governmental Management Services-Central Florida, LLC.  
219 E. Livingston St.  
Orlando, FL 32801  
(407) 841-5524

District records are on file at District Office in Orlando, Florida at the address listed above and in the CDD Office at the Viera East Golf Course located at 2300 Clubhouse Dr., Rockledge, Florida 32955 and are available for public inspection upon request during normal business hours.

## TABLE OF CONTENTS

<b>Introduction.....</b>	<b>4</b>
<b>What is the Viera East Community Development District and how is it governed? .....</b>	<b>5</b>
<b>What infrastructure improvements does the District provide? .....</b>	<b>6</b>
<b>Water Management Facilities and Conservation System.....</b>	<b>6</b>
<b>Roadway Improvements.....</b>	<b>6</b>
<b>Water and Wastewater Systems .....</b>	<b>6</b>
<b>Recreational Facilities.....</b>	<b>7</b>
<b>Bonds, Assessments, Fees, and Charges .....</b>	<b>7</b>
<b>Method of Collection .....</b>	<b>8</b>

## **INTRODUCTION**

On behalf of the Board of Supervisors of the Viera East Community Development District, the following information is provided to give you a description of the District's services, the assessments, fees and charges that have been levied within the District to pay for certain community infrastructure, and the manner in which the District is operated. The Viera East Community Development District is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. The District provides facilities and community services, which would otherwise be the responsibility of the private sector, a homeowners association, or another unit of local government. Unlike city and county governments, the District has only certain limited powers and responsibilities. Pursuant to statute, these powers and responsibilities include construction, acquisition, installation, operation and/or maintenance of certain types of infrastructure, which may include roads and streetlights, water management and drainage control facilities, bridges, culverts, parks and recreational facilities.

The District is here to serve the needs of the community and we encourage your participation in District activities.

## **DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE VIERA EAST COMMUNITY DEVELOPMENT DISTRICT**

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the **Viera East Community Development District** and the assessments, fees and charges that have been levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

### **What is the District and how is it governed?**

The District is an independent special taxing district established April 16, 1991, by rule of the Florida Land and Water Adjudicatory Commission. A local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, Florida Statutes, the District encompasses approximately 2,825 acres of land adjacent to 1-95 in Brevard County, roughly 240 acres of which are located within the City of Rockledge. The District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of the State, citizens of the United States, and residents of the District. Members are elected by "qualified electors" of the District. A "qualified elector" in this instance is any person at least 18 years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Brevard County. There will be three seats on the Board of Supervisors up for election in November of 2020, with each seat to serve a four-year term. There will be two seats on the Board of Supervisors up for election in November of 2022, with each of those seats also to serve a four-year term.

Board meetings are noticed in the Florida Today Newspaper and are conducted in a public forum in which public participation is invited. Consistent with Florida's public records laws, the records of the District are always available for public inspection during normal business hours at the Viera East Golf Course District office. Elected members of the Board are similarly bound by the State's open meetings law and public records law and are subject to the same financial disclosure requirements as other elected officials under the State's ethics laws.

### **What infrastructure improvements does the District provide?**

The development of the land within the District was approved in 1990 as a Development of Regional Impact (DRI). Infrastructure improvements necessary for the development of residential and commercial tracts within the District include water management facilities, road, bridge and traffic improvements, construction of water and wastewater facilities, and a recreational system. Each of these infrastructure improvements is more fully detailed below.

#### **Water Management Facilities and Conservation System**

The water management facilities consist of lakes, canals, culverts, control structures and wetland areas. These facilities are designed to prevent flooding and to maintain the quality of storm water runoff in accordance with regulatory standards. The water management facilities attenuate, direct and absorb excess runoff from the lands within the District. The District is responsible for the operation and maintenance of the water management system.

In addition, a conservation and open space system enhances the wetlands and wildlife habitat within the District. The conservation system provides preservation of approximately 254 acres of existing wetlands, including the majority of the existing mixed wetland hardwoods. Approximately 116 acres of flow-ways or man-made wetlands link numerous recharge lakes and the natural wetland system.

#### **Roadway Improvements**

Roadway, bridge and traffic improvements constructed within and outside the District allow access to District properties and provide necessary traffic volume capacity. These improvements consisted of clearing certain road rights-of-way and placement of embankment material and pavement. Improvements made include the extension of Viera Boulevard to U.S. 1, the construction of Murrell Road from Wickham Road to Barnes Boulevard, and Spyglass Road.

#### **Water and Wastewater Systems**

The District constructed approximately 60,800 linear feet of water mains, several lift stations, approximately 38,050 linear feet of force mains, and 23,800 linear feet of gravity interceptor sewers. The District also acquired portions of the existing system and water capacity reservations, which were originally funded by the primary developer. Other local governments provide retail utility services to the lands within the District, and the facilities constructed or acquired by the District for that purpose have been transferred to those local governments for ownership, operation and maintenance.

## **Recreational Facilities**

Recreational facilities constructed and maintained within the District include a public golf course with a clubhouse, a cart storage area, a maintenance building, shelters, a community park, conservation areas, trails, and bike paths.

## **Bonds, Assessments, Fees, and Charges**

The costs of infrastructure improvements were financed by the District through the sale of bonds. Remaining principal on the Bonds as of August 1, 2020 is as follows:

• Water Management Refunding Bonds, Series 2006	\$4,405,000
• Special Revenue Assessment Bonds, Series 2012	\$2,895,000
• Special Revenue Assessment Bonds, Series 2020	\$7,685,000

Construction of the water management improvements and water and sewer improvements have been completed. Proceeds from the Special Revenue Assessment Bond, Series 2020 issued on July 16, 2020, will be used to make planned recreational facility improvements that include adding picnic pavilions in the District, making repairs, updates and safety improvements to the golf course and clubhouse, and adding playground equipment, a restroom building and a dog park at Woodside Park. There are no plans at this time for the District to issue any additional debt. Please see Exhibit A 1-2 for the amortization schedules on the outstanding bonds.

The primary source of payment for the Water Management Bonds is the annual levy of benefit special assessments against lands within the District which specially benefit from the construction, acquisition, installation, operation and maintenance of the District's water management and control systems and facilities. The Water Management Bonds are secured equally and ratably by a first lien and pledge of benefit special assessments levied on the lands within the District.

All areas are assessed equally for drainage improvements based upon the average density of the proposed ultimate residential land uses. All areas are also assessed to pay their proportionate share of the roadways costs and traffic improvements based upon the average traffic trip impacts for each land use category.

Payment for the Special Revenue Assessment Bonds used to finance the recreational facilities is secured by benefit special assessments levied against properties within the District, a one-time recreation fee, and the net revenues from operation of the Viera East Golf Course. The recreation fee is imposed on lands within the District which benefit from the construction of the public golf course, clubhouse, the community park, conservation areas, trails, bike paths and other recreational improvements. The fee is a onetime charge in the amount of \$750 for each recreational taxable unit and is due, in full, prior to the installation of any water meter serving the property. Non-residential fees are \$6,000 per acre for hotels, \$3,000 per acre for office and commercial properties, and \$1,500 per acre for warehouse space, with the cost of fractional acres being prorated.



Benefit special assessments for the recreational facilities have been levied to pay the pro rata share of bond money used to build the golf course, Woodside Park and the trail system. These assessments also include money to maintain the park and trail system and other District recreational facilities. Benefit Special Assessments may vary annually based upon the annual budget that is adopted by the Board. For updated information on the benefits special assessments, please contact the District Managers office.

There is also an operations and maintenance assessment. The funds received from this assessment are used to maintain District water management and drainage systems. This includes lakes, canals, wetlands, and conservation areas. This assessment varies annually based upon the budget that is adopted by the Board on an annual basis. For updated information on this assessment, please contact the District Managers office.

A detailed description of all costs and allocations which result in the formulation of assessments, fees and charges are available for public inspection upon request.

### **Method of Collection**

The District's benefit special assessments and maintenance assessments appear on that portion of the annual real estate tax bill entitled "non-ad valorem assessments," and will be collected by the Brevard County Tax Collector in the same manner as County and other ad valorem taxes. Each property owner must pay both County and other ad valorem taxes and District non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same statutory early payment discounts as provided for ad valorem taxes. As with any tax bill, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property.

In accordance with an interlocal agreement between the District and **the City of Cocoa, which agreement became effective July 28, 1992**, the District's water-sewer facility charge is due, in full, and must be paid to the District prior to the installation of any water meter serving a purchaser's property. The District may issue a prepaid connection credit which shall be deemed to provide written evidence that the bearer has secured payment of the facility charge. Any such credit, however, shall be good only for the amount of the facility charge in effect at the time the credit was purchased.

The District's recreation fee is also due, in full, prior to the installation of any water meter serving the property.

In the event a purchaser fails to pay either the recreation fee or the facility charge in accordance with the rules established for that purpose, the District's Board of Supervisors has the right to take legal recourse as may be necessary to ensure compliance. The Board is specifically authorized to institute an action or proceeding to prevent construction, reconstruction, alteration, repair, conversion, maintenance, use, or occupancy of any building or other structure on any lot or parcel for which either the recreation fee or facility charge has not been paid.

This description of the Viera East Community Development District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the development of new communities. If you have questions or would simply like additional information about the District, please contact:

Jason Showe, District Manager  
Governmental Management Services – Central Florida, LLC.  
Viera East Community Development District  
201 E. Livingston St.  
Orlando, FL 32801  
(407) 841-5524

Revised August 26, 2020

**IN WITNESS WHEREOF**, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the 26th day of August, 2020, and recorded in the Official Records of Brevard County, Florida.

**VIERA EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of August, 2020, by \_\_\_\_\_ as the Chairman of the VIERA EAST COMMUNITY DEVELOPMENT DISTRICT, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

(Affix Seal)

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Notary Public-State of Florida

**Exhibit A**

**Amortization Schedules for Outstanding Bonds**

**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

July 8, 2020

**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

July 8, 2020

## BOND DEBT SERVICE

VIERA EAST COMMUNITY DEVELOPMENT DISTRICT  
 Special Revenue Assessment Bonds, Series 2020  
 Brevard County, Florida  
 [BBB+ Rated, S&P, AGM Insured]  
 FINAL NUMBERS

Period Ending	Principal	Coupon	Interest	Debt Service
11/01/2020			52,679.38	52,679.38
11/01/2021			180,615.00	180,615.00
11/01/2022			180,615.00	180,615.00
11/01/2023	475,000	2.000%	175,865.00	650,865.00
11/01/2024	490,000	2.000%	166,215.00	656,215.00
11/01/2025	500,000	2.000%	156,315.00	656,315.00
11/01/2026	795,000	2.000%	143,365.00	938,365.00
11/01/2027	380,000	2.000%	131,615.00	511,615.00
11/01/2028	385,000	2.000%	123,965.00	508,965.00
11/01/2029	395,000	2.000%	116,165.00	511,165.00
11/01/2030	400,000	2.125%	107,965.00	507,965.00
11/01/2031	410,000	2.600%	98,385.00	508,385.00
11/01/2032	425,000	2.600%	87,530.00	512,530.00
11/01/2033	435,000	2.600%	76,350.00	511,350.00
11/01/2034	445,000	2.600%	64,910.00	509,910.00
11/01/2035	455,000	2.750%	52,868.75	507,868.75
11/01/2036	470,000	2.750%	40,150.00	510,150.00
11/01/2037	485,000	2.750%	27,018.75	512,018.75
11/01/2038	740,000	2.750%	10,175.00	750,175.00
	7,685,000		1,992,766.88	9,677,766.88



**MBS CAPITAL MARKETS, LLC**

## SECTION VII

## POINTS OF THE CONTRACT – DIVOT'S GRILL LEASE

1. Lease will be for 3-years, plus 2 one year renewals, starting October 1, 2020
2. Security deposit of \$2,000. Kept in place for the term of the contract. Held in escrow with the CDD earning the interest.
3. Monthly rent of % of gross sales, not including sales tax, on the following schedule:
  - a. Year 1, 2 & 3 – 10%
  - b. Year 4 & 5 – 12%
4. Monthly rent includes electricity & water costs.
5. Tenant agrees to pay the entire gas bill.
6. Tenant agrees to pay \$355.00 per month for use of Bev Cart leased by club.
7. Tennant agrees to pay \$95.85 for dish machine leased by the club.
8. Tenant agrees to maintain and repair and replace restaurant equipment.
9. Tenant will obtain all licenses, including liquor license.
10. Tenant will provide all insurances, including liquor liability insurance.



# **RESTAURANT LEASE AGREEMENT**

**BETWEEN**

**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT,**  
A FLORIDA COMMUNITY DEVELOPMENT DISTRICT,  
AS LANDLORD,

**AND**

**Divots Grille, LLC**  
A FLORIDA LIMITED LIABILITY COMPANY,  
AS TENANT

## **LOCATION:**

RESTAURANT SPACE WITHIN  
VIERA EAST COMMUNITY DEVELOPMENT DISTRICT CLUBHOUSE  
2300 CLUBHOUSE DRIVE  
VIERA, FLORIDA 32955

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (herein the “Lease”) is made and effective as of this \_\_\_\_\_ day of August 2020, between VIERA EAST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district and local unit of special-purpose government located in Brevard County, Florida, herein referred to as “Landlord”, and Divots Grille, LLC, a Florida limited liability company, herein referred to as “Tenant”.

### **ARTICLE I. GENERAL LEASE PROVISIONS**

The terms and conditions contained in this Article I set forth certain basic terms of the Lease and the definition of certain terms used in the Lease.

1.1 **Premises.** That certain restaurant space (commonly referred to as the “Restaurant”) within the Viera East Clubhouse (the entire clubhouse building and appurtenant areas are referred to herein collectively as the “Facility”) located at 2300 Clubhouse Drive, Viera, Florida 32955, containing approximately \_\_\_\_\_ gross square feet of interior floor area, all of which is labeled SPACE on Exhibit A attached hereto (the “Premises”).

Although not a part of the Premises hereunder and not reserved for Tenant’s exclusive use, Tenant shall have non-exclusive rights for providing food and beverage service within the patio area adjacent to the Premises, and shall also have exclusive rights (although limited as provided herein) for providing food and beverage service to individuals or groups using/renting Landlord’s ballroom facility or other areas of the Facility (however, in the Landlord’s sole discretion, exceptions to this exclusivity apply for various resident events or activities). For those specified purposes of providing food and beverage service to the patio area, the ballroom and/or other areas of the Facility, the terms of this Lease apply thereto.

1.2 **Rent Commencement Date:** For the purposes of this Lease the “Rent Commencement Date” shall be October 1, 2020.

1.3 **Term.** The term of this Lease (the “Lease Term”), unless sooner terminated as elsewhere provided in this Lease, shall be for a period of thirty six (36) months, beginning October 1, 2020 and terminating and expiring at 11:59 p.m. on September 30, 2023.

Subject to Section 4.1 herein, Landlord and Tenant may, by mutual agreement and pursuant to a written instrument executed prior to the expiration of the initial Lease Term, extend the Lease Term for two (2) successive twelve (12) month periods upon the conclusion of the initial Lease Term, with each twelve (12) month extension agreed to individually.

1.4 **Base Rent.** Tenant shall pay monthly rent of 10% of gross sales, not including sales tax, for the Lease Term Years One, Two, and Three (October 1, 2020 - September 30, 2023). Extensions for Years Four and Five of this Lease will require Tenant to pay 12% of gross sales, not including sales tax (October 1, 2023 – September 30, 2025). The cost of all electrical and water costs to the Premises are included in the Monthly Rent. Tenant shall pay \$355.00 per month for

the use of the Beverage Cart leased by the VECDD Clubhouse. Tenant shall pay \$95.85 per month for the use of the dish machine leased by the VECDD Clubhouse.

a) Percentage Rent Based Upon Gross Receipts; Operating Covenant

Tenant covenants and agrees to pay to Landlord as Percentage rent a sum equal to the product of Tenant's Gross Receipts (as defined below) for any Lease Year multiplied by ten (10%) percent. Such Percentage Rent shall be due and payable before the tenth (10th) day of each month. Tenant's obligation for the payment of Percentage Rent shall survive the expiration or earlier termination of this Lease. As a material inducement to Landlord entering into this Lease, Tenant covenants to: (i) operate in the Premises only under the trade name in Section 1.12, (ii) continuously use, occupy and operate the whole of the Premises solely in accordance with its Permitted Use only during the hours of operation established by Landlord, and maintain at all times a full staff of employees and a complete stock of food and beverage inventory, and (iii) report Gross Receipts in accordance with Section 6.2.

b) Gross Receipts Defined

The term "Gross Receipts" shall mean the total gross proceeds from business done in or from the Premises including, without limitation, the entire sales price of food and beverages sold, charges for services and rentals, consignment proceeds and value received from bartering from the Premises by Tenant and all permitted licensees, concessionaires, assignees and sublessees of Tenant, regardless whether by check, credit card, charge account, exchange or otherwise and irrespective of whether such sales are made by Tenant, its successors, licensees or concessionaires, as a consignee, trustee or agent of a third party and irrespective of whether Tenant retains the total of all such sales as its own property. Gross Receipts includes the sale, rental, bartering and consignment of goods, wares, merchandise and services performed on or at the Premises, plus all orders taken or received at the Premises or sales completed by delivery at or from the Premises, whether such orders be filled from the Premises or elsewhere, and whether such sales be made by means of mechanical or other vending devices in the Premises in the period when made. Sales made via the internet will be included in Gross Receipts if the merchandise is picked up or shipped from the Premises. Sales of gift certificates or gift cards will be included in Gross Receipts as of the date of sale, not the date of redemption. Gross Receipts excludes refunds or allowances made on merchandise claimed to be defective or unsatisfactory, provided they shall have previously been included in Gross Receipts, inter-store transfers, insurance proceeds, gift certificates or gift cards upon redemption, provided they shall have previously been included in Gross Receipts, and any sales, use or gross receipts tax imposed by any governmental unit or authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or absorbed therein and is paid by Tenant to such governmental authority.

c) Reports by Tenant

Within ten (10) days after the end of the preceding calendar month, Tenant shall provide Landlord an accurate written statement, signed by Tenant, stating its Gross Receipts from the Premises. Within sixty (60) days after the end of each Lease Year (or partial Lease Year, as the case may be), Tenant shall provide Landlord with an accurate written statement setting forth the Gross Receipts from the Premises for such Lease Year. Such statement shall be certified by a Public

Accountant of Tenant's choice, or by a duly authorized agent of Tenant, and Tenant shall provide true and correct copies of its state sales tax reports. If Tenant shall fail to provide Landlord with any of the above required statements within thirty (30) days of the due date, Tenant shall, in addition to all other rights and remedies of Landlord under this Lease, be charged a late charge of \$150.00 per month for each statement each month the same is overdue.

#### d) Tenant's Records and Inspection Rights

At Tenant's principal place of business, and for a period of thirty-six (36) months subsequent to the end of any Lease Year, Tenant shall maintain full and accurate ledgers, records, and detailed documentation of all Gross Receipts. Tenant agrees to record all sales in accordance with generally accepted accounting practices (showing all of its sales separately from its other stores) and to maintain sufficient original records which accurately summarize all transactions relating to the Premises (including the sales of any subtenant, licensee or concessionaire). Such records shall include but not be limited to: sales documents, sequentially numbered tapes and read-out totals of cash registers or point-of-sale devices, sales returns and allowance detail, cash receipts, payroll journals, accounts receivable, disbursement journals, bank statements, deposit slips, inventory records, purchase orders, receiving records, sales journals or daily sales reports, orders accepted by means of electronic, telephonic, video, computer or another electronic or other technology based system, state sales and use tax returns and a complete general ledger. Landlord or its accountant may examine all such documentation upon at least ten (10) days prior written notice. If Landlord's examination discloses that the actual Gross Receipts exceeds the amount reported, then Tenant shall pay Landlord all additional Percentage Rent due Landlord and if the excess of Gross Receipts so disclosed shall be more than two percent (2%) of the amount reported, Tenant shall pay to Landlord the reasonable accounting fees and expenses incurred by Landlord in connection with such examination. If more than two (2) examinations reveal a three percent (3%) or more discrepancy, Landlord may declare this Lease in default at any time through the end of the Lease Term.

#### e) Reports by Tenant

Within ten (10) days after the end of the preceding calendar month, Tenant shall provide Landlord an accurate written statement, signed by Tenant, stating its Gross Receipts from the Premises. Within sixty (60) days after the end of each Lease Year (or partial Lease Year, as the case may be), Tenant shall provide Landlord with an accurate written statement setting forth the Gross Receipts from the Premises for such Lease Year. Such statement shall be certified by a Public Accountant of Tenant's choice, or by a duly authorized agent of Tenant, and Tenant shall provide true and correct copies of its state sales tax reports. If Tenant shall fail to provide Landlord with any of the above required statements within thirty (30) days of the due date, Tenant shall, in addition to all other rights and remedies of Landlord under this Lease, be charged a late charge of \$150.00 per month for each statement each month the same is overdue.

1.5 Annual Advertising and Communications. Tenant shall advertise the Restaurant and associated catering services from time to time during the Lease Term in order to create public market awareness of the Restaurant in a manner commensurate with club restaurants of the general size and nature of the Restaurant in the Central Florida area. Any such advertising and marketing plan shall require pre-approval of the Landlord's Community Director. In addition, Tenant shall

have the reasonable right to promote the Restaurant using the Landlord's community newsletter, website, cable channel and other print media (if any).

1.6 Permitted Use of the Premises. Tenant covenants and agrees that it shall, throughout the Lease Term, continuously use and occupy the Premises solely and exclusively for the purpose of operating a restaurant facility providing food and beverages, similar in quality to other quality clubhouse restaurant facilities in Florida. For the purposes of this Lease, the uses of the Premises as defined and described in this Section 1.6 shall be referred to as the "Permitted Use". Unless provided otherwise in the Rules and Regulations (hereinafter defined), at a minimum, the Premises will be open and providing meal service at least six (7) days per week and during the hours of 10:30 am to 3:00 pm, but may be closed entirely on Christmas Day and New Year's Day. Sundays must include a Brunch service to be started at 7 AM. Landlord and Tenant acknowledge that the operating times and hours may be adjusted by written mutual agreement of the parties each in their respective sole discretion hereto to reflect seasonal demands and to accommodate special events and other operational considerations, but any such adjustments shall not come into effect sooner than seven (7) days after the parties hereto agree, in writing, to such adjustment.

1.7 Initial Security Deposit. Tenant shall deposit with Landlord, as security for its obligations under this Lease, the total sum of Two Thousand and No/100 Dollars (\$2,000) via cashier's check (the "Security Deposit"). The Security Deposit shall be held in an account (with interest, if any, paid to the Landlord) controlled by the District Manager until the expiration or sooner termination of this Lease, when it shall be released and disbursed in accordance with Article XX herein.

1.8 Improvements. Tenant will timely perform their respective responsibilities with regard to the improvement of the Premises as set forth herein and shall pay all costs associated with their respective duties (see Article XIV for additional information).

1.9 Utilities. Tenant shall pay for utilities (gas, cable, phone) provided to the Premises. Tenant shall also pay for the cost of all electrical and water costs to the Premises as it is included in the Monthly Rent. Further provisions concerning utilities are contained in Article VII herein.

1.10 Taxes. At the time of the execution of this Lease, the Premises are assessed and billed for ad valorem taxes and assessments separate and apart from the remainder of the Facility. Landlord shall be responsible for paying, before they become delinquent, ad valorem taxes and assessments, levied and assessed against the Premises during the Lease Term by a governmental entity having jurisdiction over the Premises. Tenant shall be responsible for any other taxes or assessments.

1.11 Janitorial Services. Regularly, throughout the duration of the Lease Term, Tenant shall provide, at Tenant's sole expense, all janitorial services to all areas of the leased Premises, including any cleaning or other services required to comply with applicable health code provisions and reasonable sanitary and housekeeping standards.

1.12 Addresses for Notices:

To Landlord: Viera East Community Development District  
c/o Governmental Management Services-South Florida  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

and: Brian Jones, District Counsel  
Shutts & Bowen LLP [LLP]  
300 South Orange Avenue, Suite 1000  
Orlando, FL 32801

To Tenant: Divotts Grille, LLC  
8230 Simpkins Way  
Melbourne, FL 32940  
Attn: Manager: Terri King

1.13 Liquor License. Tenant shall be responsible for obtaining and maintaining in good standing, for the entirety of the Lease Term, any and all permits or licenses required by any governmental authority, including, but not limited to, the Florida Department of Business and Professional Regulation – Division of Alcoholic Beverages and Tobacco, to allow Tenant to dispense and sell alcoholic beverages (to include, at a minimum, beer, wine and liquor) on the Premises and in other areas within or adjacent to the Facility. Tenant shall be responsible for any and all costs and fees whatsoever associated with the procurement or maintenance of said permits or licenses. In accordance with Section 17.2 below, Tenant shall also acquire and maintain any and all insurance coverage, including but not limited to the dispensation and sale of alcoholic beverages.

## **ARTICLE II. EXHIBITS**

2.0 Certain documents are attached hereto as exhibits (collectively, the “Exhibits”), and the Exhibits, together with all drawings and documents prepared pursuant thereto, are incorporated herein and by this reference made a part hereof. To the extent a conflict exists between the Exhibits and the terms and conditions of this Lease Agreement hereunder, the terms and conditions of this Lease Agreement shall prevail. The Exhibits consist of the following:

EXHIBIT A – Site Plan of the Premises

EXHIBIT B – Rules and Policies of the Landlord

EXHIBIT C – Landlord’s Inventory

EXHIBIT D – Form of Income Statement

## **ARTICLE III. PREMISES**

3.1 Premises. The Premises are described in Section 1.1 and depicted in Exhibit A .

3.2 Use and Operation of Premises.

a) Use of the Premises

The Premises shall be used only for the Permitted Use set forth in Section 1.6 and for such related ancillary uses as may be reasonably approved by Landlord from time to time during the Lease Term and as are common to a restaurant operation located within a first class golf club resort. Except for interruptions in operations due to events of force majeure and repairs or renovations to the Premises as otherwise set forth in this Lease, the Premises will be open for business in accordance with the schedule set forth in Section 1.6 above throughout each year of the Lease Term. The hours of operation for the Premises shall be as described in Section 1.6 herein, unless Landlord agrees in writing to other hours of operation, which agreement shall be effective no sooner than seven (7) days after Landlord issues such writing.

All initial menus, merchandise selections and prices offered or used by Tenant within or from the Premises shall be consistent with menus in other clubhouse restaurants, and shall be subject to Landlord's prior written approval, which approval will not be unreasonably withheld, to assure: (i) a quality level consistent and compatible with the overall image of the Restaurant, and (ii) that prices charged are commercially reasonable. Tenant shall not use, permit or suffer the use of the Premises in any manner not in keeping with the character of the Facility.

b) Operating Standards

Tenant shall occupy, operate and manage its business on the Premises in accordance with the professional standards for a first class establishment or business conducting the Permitted Use. At a minimum, but without limiting the foregoing, Tenant shall occupy, operate and manage the Premises at a standard at least equivalent to the standard of quality and performance of other clubhouse establishments and restaurants located in Central Florida.

c) Pest and Sanitation Control

Tenant shall retain a professional pest and sanitation control service, as selected by Landlord in its sole discretion, to perform inspections of the Premises not less frequently than once each thirty (30) days for the purpose of controlling infestation by insects, rodents and vermin, and shall promptly cause any corrective or extermination work recommended by such service to be performed. If Tenant fails to perform its obligations hereunder, Landlord may, at its option and after five (5) days' written notice to Tenant, cause such inspection to be performed and any necessary corrective or extermination work to be performed, and the cost of such inspection and corrective or extermination work shall be paid by Tenant.

d) Equipment Cleaning

All fans and ductwork used for ventilating or expelling cooking odors and grease-contaminated air shall be cleaned by a qualified contractor at intervals frequent enough to insure against

dangerous grease accumulation. Upon Landlord's request, Tenant shall provide proof that such cleaning has occurred and, if Tenant fails to maintain such exhaust system adequately (as determined in Landlord's sole, reasonable discretion), Landlord may perform such work at Tenant's expense.

3.3 Compliance with Laws. Tenant shall at all times keep and maintain the Premises and all operations related thereto, in compliance with all applicable laws, ordinances, statutes, rules, regulations, orders, directions and requirements of all federal, state, county and local governments and of all other governmental agencies or authorities having or claiming jurisdiction over the Premises or the business activities conducted thereon or therein and of all of their respective departments, bureaus, agencies or offices, and of any insurance underwriting board or insurance inspection bureau having or claiming such jurisdiction or any other body exercising similar functions and of all insurance companies from time to time selected by Tenant to issue policies of insurance covering the Premises and any business or business activity conducted thereon or therein. In the event Tenant is alleged to have violated any law, rule or regulation and Tenant reasonably contests such allegation, Tenant may undertake such actions as it may reasonably elect to legally contest the same, provided Tenant shall first take such measures as may be necessary to fully protect Landlord from all loss, cost or liability arising from any potential adverse ruling in the proceeding in which the allegation is made.

Notwithstanding the generality of the foregoing, Tenant shall, at its sole expense, maintain the Premises in compliance with all applicable federal, state or local laws, ordinances, rules and regulations currently in existence or hereafter enacted or rendered governing accessibility for the disabled or handicapped, including, but not limited to, any applicable provisions of The Architectural Barriers Act of 1968, The Rehabilitation Act of 1973, The Fair Housing Act of 1988, The Americans With Disabilities Act, the accessibility code(s), if any, of the State of Florida, and all regulations and guidelines promulgated under any or all of the foregoing, as the same may be amended from time to time.

The Landlord is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes. Tenant agrees to fully comply, at its sole expense, with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Landlord.

Any books, documents, records, correspondence or other information kept or obtained by the Landlord or furnished by the Landlord to Tenant in connection with the services contemplated herein and/or Landlord's facilities, and any related records are property of the Landlord. ***Tenant agrees and acknowledges that all such books, documents, records, correspondence or other information are public records, as defined in Chapter 119, Florida Statutes. Tenant acknowledges and agrees that books, documents, records, correspondence or other information of Tenant related to this Lease and services contemplated herein may be considered public records, and shall promptly comply with all applicable laws, rules and regulations. Tenant agrees and acknowledges that any and all such books, documents, records, correspondence or other information may also be subject to inspection and copying by members of the public pursuant to Chapter 119, Florida Statutes. See Section 28.19 herein for further requirements.***



### 3.4 Delivery of the Premises

#### a) Acceptance of the Premises

Landlord shall deliver to Tenant, and Tenant shall accept from Landlord, possession of the Premises on October 1, 2020. Tenant has inspected and examined the Premises and shall be conclusively deemed to have accepted the Premises, including all furnishings, fixtures and equipment and Landlord's Inventory (as defined in Section 13.2 and listed in Exhibit C), without limitation, in an "AS IS" condition. Tenant agrees to open the Premises for operation no later than October 1, 2020.

#### b) Ownership of Equipment

It is to be understood that all existing equipment and furnishings located on the Premises as of October 1, 2020 (including, without limitation, all Landlord's Inventory as listed in Exhibit C), and all fixtures installed by or provided to the Tenant, either by Landlord, or by third parties at Landlord's request, are the sole properties of the Landlord. The Tenant shall have temporary charge of the existing equipment, furnishings and fixtures for the duration of the Lease Term. The Tenant agrees to maintain, repair and replace restaurant equipment. All equipment, furnishings and fixtures shall be returned to the Landlord at the conclusion, or sooner termination, of the Lease Term in good working condition and in substantially similar condition as existed at the commencement of this Lease, reasonable wear and tear excepted, after which none of them may be kept by the Tenant without the express written permission of Landlord.

#### c) Transfer of Inventory

Tenant agrees to purchase all Food and Beverage inventory from Landlord as provided in writing on September 30, 2020. Landlord will invoice Tenant for this amount.

3.5 Certain Easements In Favor of Tenant. Tenant shall have non-exclusive access easements, for the benefit of itself and its employees, patrons, invitees and customers, during the Lease Term over the designated Common Areas (as defined herein) and the parking areas. In addition, subject to Landlord's prior approval, Tenant shall have a non-exclusive right of access to shafts, ducts and other similar facilities within the Common Areas for the purpose of provision of utilities and maintenance. Tenant acknowledges that the Landlord is a special purpose government and the Facility is open to the public, including the Premises.

3.6 Certain Easements in Favor of Landlord. Landlord reserves to itself the use of the exterior walls and roof and a non-exclusive easement to install, maintain, use, repair and replace pipes, ducts, conduits, wires, facilities and structures as may be used for ventilation and the conveyance of utilities in and through the Premises, including air space above the ceiling and below the floor of the Premises for the common use and benefit of Landlord, Tenant or other tenants of the Facility; provided that any such installation, maintenance, use, repair and replacement shall be conducted so as to avoid unreasonable interference with Tenant's use of the Premises and without material reduction in the size or commercial value of the Premises.

3.7 Hazardous Materials and Sewage. Landlord covenants that there are no pre-existing violations of any regulations relating to the storage, release or other treatments of Hazardous Materials (as hereinafter defined) in the Facility, and the Tenant covenants that it shall not use, generate, manufacture, refine, treat, process, produce, store, deposit, handle, transport, release or dispose of Hazardous Materials in, on or about the Premises or the groundwater thereof, in material violation of any federal, state or municipal law, decision, statute, rule, ordinance or regulation currently in existence or hereafter enacted or rendered. Tenant shall give Landlord immediate written notice of any claim received by Tenant from any person, entity or governmental agency that a release or disposal of Hazardous Materials has occurred or is threatened to occur on or about the Premises or the groundwater thereof. As used herein, the term "Hazardous Materials" shall mean and be defined as any and all toxic or hazardous substances, chemicals, materials or pollutants, of any kind or nature, which are regulated, governed, restricted or prohibited by any federal, state or local law, decision, statute, rule or ordinance currently in existence or hereafter enacted or rendered, and shall include, without limitation, all oil, gasoline and petroleum based substances.

Tenant shall not discharge or permit to be discharged into any sanitary sewer system serving the Premises any Hazardous Materials or toxic or hazardous sewage or waste other than that which is normal domestic wastewater for the Permitted Use. Any Hazardous Materials, toxic or hazardous sewage or waste which is produced or generated in connection with the use or operation of the Premises shall be handled and disposed of as required by and in compliance with all applicable local, state and federal laws, ordinances, rules and regulations, or shall be pre-treated to the level of domestic wastewater prior to discharge into any sanitary sewer system serving the Premises.

Tenant shall not discharge or permit to be discharged into any stormwater system serving the Premises or any parking lot, roadway, undeveloped area, green space, or the like, any materials or substances, solid waste, liquid wastes, Hazardous Materials or toxic or hazardous sewage or other garbage or waste (collectively "Waste"). All Waste which is produced or generated in connection with the use or operation of the Premises shall be handled and disposed of as required by and in compliance with all applicable local, state and federal laws, ordinances, rules and regulations.

#### **ARTICLE IV. TERM**

4.1 Effective Date; Duration of Lease Term. This Lease and the obligations of the parties hereunder shall become effective upon the complete execution of this Lease Agreement by all parties (the "Effective Date"). The Lease Term shall be as defined and established in Section 1.3 above. At least ninety (90) days prior to the expiration of the Lease Term, Tenant shall provide written notice to Landlord as to whether Tenant intends to (i) surrender the Premises upon the expiration of the Lease Term, or (ii) enter into negotiations with the Landlord regarding the extension or renewal of the Lease Agreement. Landlord's receipt of notice that the Tenant desires to negotiate, including, but not limited to, the negotiation of base rent and/or the formula for determining base rent, an extension or renewal of the Lease Agreement shall not bind the Landlord in any way, nor shall it preclude Landlord from seeking or negotiating agreements with other potential tenants for the lease of the Premises. Landlord and Tenant may, by mutual agreement and pursuant to a written instrument executed prior to the expiration of the initial Lease Term,

extend the Lease Term for two (2) successive twelve (12) month periods upon the conclusion of the initial Lease Term, with each twelve (12) month extension agreed to individually.

4.2 Surrender of Premises. On or before the last day of the Lease Term or upon the sooner termination thereof, Tenant shall peaceably and quietly surrender and deliver the Premises to Landlord, in good order, condition and repair, reasonable wear and tear excepted, and free and clear of all liens and encumbrances. Upon such event and unless otherwise provided for in this Lease, Tenant may at its expense remove proprietary personal property from the Premises and shall repair any damage to the Premises caused by such removal.

4.3 Holding Over. If Tenant or any other person or party shall remain in possession of the Premises or any part thereof following the expiration of the Lease Term or earlier termination of this Lease without an agreement in writing between Landlord and Tenant with respect thereto, the person or party remaining in possession shall be deemed to be a tenant at sufferance, and during any such holdover, the Rent (as defined herein) payable under this Lease by such tenant at sufferance shall be Two Thousand Dollars and 00/100 (\$2,000.00) per month for any period of Holding Over. In no event, however, shall such holding over be deemed or construed to be or constitute a renewal or extension of this Lease.

4.4 Early Termination. Notwithstanding anything to the contrary contained in this Lease, either party hereto may, without cause but only upon ninety (90) days' prior written notice to the other party, terminate this Lease at any time during the Lease Term.

## **ARTICLE V. RENT**

5.1 Rent Commencement Date. Tenant's obligation to pay rent under this Lease shall commence on the first day of the Lease Term. All Rent (defined in Section 5.4) and other sums shall be paid to Landlord in legal tender of the United States at the address to which notices to Landlord are to be given or to such other party or to such other address as Landlord may designate from time to time by written notice to Tenant. Rent payments as described are due on the 10<sup>th</sup> day of each month.

5.2 Base Rent. Tenant shall pay monthly rent of 10% of gross sales, not including sales tax, for the Lease Term Years One, Two, and Three (October 1, 2020 - September 30, 2023). Extensions for Years Four and Five of this Lease will require Tenant to pay 12% of gross sales, not including sales tax (October 1, 2023 – September 30, 2025).

5.3 Percentage Rent. Tenant shall pay rent in form of a percentage of gross sales as described in Section 1.4.

5.4 Additional Rent: Definition of "Rent". If Landlord shall make any expenditure for which Tenant is responsible or liable under this Lease, or if Tenant shall become obligated to Landlord under this Lease for any sum other than Overhead Charges as herein provided, the amount thereof, plus interest and related charges or fees as applicable, shall be deemed to constitute additional rent ("Additional Rent") and shall be due and payable by Tenant to Landlord within

fifteen (15) days of Landlord's written demand thereof, or at such other time as may be expressly provided in this Lease for the payment of the same.

For the purposes of this Lease, the term "Rent" shall mean and be defined as all Base Rent and Additional Rent due from Tenant to Landlord hereunder.

5.5 Late Payments. If Tenant fails to make any payment of Rent or any other sums or amounts to be paid by Tenant hereunder on or before the date such payment is due and payable, Tenant shall pay to Landlord an administrative late charge of five percent (5%) of the amount of such payment. In addition, such past due payment shall bear interest at the rate of eighteen percent (18%) per annum from the date such payment became due to the date of payment thereof by Tenant. Such late charge and interest shall constitute Additional Rent and shall be due and payable with the next installment of Rent due hereunder. Tenant shall, in addition to a late fee and interest, pay an administrative fee to the Landlord of One Hundred Dollars and 00/100 (\$100.00) for the handling of any check that is not honored due to insufficient funds in the account on which the instrument is drawn.

5.6 No Abatement of Rent. Except as may be expressly provided for in this Lease, no abatement, diminution or reduction (a) of Rent, charges or other compensation, or (b) of Tenant's other obligations hereunder, shall be allowed to Tenant or any person claiming under Tenant, under any circumstances or for any reason whatsoever.

5.7 Payment of Rent. All Rent and other sums shall be paid to Landlord without demand and without deduction, set-off, claim or counterclaim of any nature whatsoever which Tenant may have or allege to have against Landlord, and all such payments shall, upon receipt by Landlord, be and remain the sole and absolute property of Landlord. If Landlord shall at any time accept any Rent or other sums or amounts after the same shall become due and payable, such acceptance shall not excuse a delay upon subsequent occasions, or constitute or be construed as a waiver of any of Landlord's rights hereunder.

5.8 Sales Tax. In addition to the Rent and any other sums or amounts required to be paid by Tenant to Landlord pursuant to the provisions of this Lease, Tenant shall also pay to Landlord, simultaneously with such payment of Rent or other sums or amounts, the amount of any applicable sales, use or excise tax on any such Rent or other sums or amounts so paid by Tenant to Landlord, whether the same be levied, imposed or assessed by the State of Florida or any other federal, state, county or municipal governmental entity or agency. Any such sales, use or excise taxes shall be paid by Tenant to Landlord at the same time that each of the amounts with respect to which such taxes are payable are paid by Tenant to Landlord.

## **ARTICLE VI. TENANT'S FINANCIAL AND SALES INFORMATION**

6.1 Income Statements. Tenant shall provide to Landlord, no later than the twentieth (20<sup>th</sup>) day of each month during the Lease Term beginning on October 1, 2020, Tenant's unaudited income and expenditure statements, in the form attached hereto as Exhibit D (the "Income Statement"), pertaining to the Tenant's operations for restaurant during the immediately preceding month. Tenant's failure to submit the required unaudited Income Statements by the twentieth

(20<sup>th</sup>) day of each month during the Lease Term shall constitute an event of default under the Lease. Tenant shall also provide to Landlord, from time to time, such other information regarding the operations, business affairs and financial condition of Tenant as Landlord may reasonably request.

6.2 Reporting of Gross Sales. Income Statements must include gross sales figures.

6.3 Point of Sale System and Reports. Tenant shall fully cooperate with Landlord in the organization, implementation, programming, and use of Landlord's existing point of sale system ("POS System") within the Premises, and Tenant agrees to use, to the fullest extent practicable, the POS System for all sales and transactions conducted in Tenant's normal course of business. Landlord shall have, at all times, the right to access the POS System and to download and review the data collected and stored thereon, as well as to generate any such reports from the POS System from time to time as the Landlord may see fit. Tenant agrees to pay Landlord a on time sum of \$2,000 (two thousand dollars) to compensate for the equipment associated with the POS System. This amount is due on October 1, 2020. *Cash sales or other transactions that are not entered into the POS System shall not be permitted.*

## ARTICLE VII. UTILITIES

The allocation of the costs of utilities servicing the Premises shall be as set forth in Section 1.9 above. Landlord shall not be liable, in damages or otherwise, for any discontinuance, failure or interruption of service to the Premises or the Common Areas of utilities or of any air-conditioning system. No such discontinuance, failure or interruption shall be deemed a constructive eviction of Tenant or entitle Tenant to terminate this Lease. No such discontinuance, failure or interruption shall entitle Tenant to withhold payment of any Rent due under this Lease unless such discontinuance, failure or interruption is due to Landlord's negligence or willful misconduct and such discontinuance continues for more than five (5) consecutive days. Landlord shall use reasonable efforts to restore any interrupted service.

## ARTICLE VIII. COMMON AREAS AND PARKING AREAS

8.1 Definition of "Common Areas". The term "Common Areas" refers to all improved and unimproved areas within or adjacent to the Facility that are now or hereafter made available for the general use, convenience and benefit of Landlord, Tenant, and their respective customers, patrons, employees and invitees, and the general public, as applicable. Common Areas shall include, but not be limited to, floors, plazas, decks, ceilings, roofs, skylights, windows, driveways, open or enclosed malls, fountains and other water elements, service areas, loading docks, vertical circulation facilities, restrooms, stairways, sidewalks, curbs, landscaped areas, and similar appurtenances located within or adjacent to the Facility, but shall specifically exclude any of Landlord's amenity facilities such as the swimming pool, ballroom, movie theater, activity rooms, bowling alley, sports/fitness facilities, etc.

8.2 Use of Common Areas. Subject to the provisions of this Lease, Tenant and its employees, customers, patrons and invitees are authorized to use the Common Areas on a non-exclusive basis for the purposes intended by Landlord. Tenant and its employees shall have the right to use the Common Areas for access to the Premises at all times and Tenant's customers shall

have such right during all hours that Tenant is open for business. Landlord shall, in a manner consistent with other facilities within Central Florida, keep, or cause to be kept, the Common Areas in a neat, clean and orderly condition, properly lighted and landscaped, and repair and maintain (or replace, if necessary) all equipment and facilities thereof.

8.3 Control of Common Areas. Landlord shall at all times have the right of determining the nature and extent of the Common Areas and parking areas, and of making such changes thereto from time to time which in its reasonable opinion are deemed to be desirable, including the location and relocation of driveways, entrances, exits, automobile parking spaces, the direction and flow of traffic, designation of prohibited areas, landscaped areas, utilities and all other facilities thereof, and the modification of the Common Areas for the purpose of expanding and/or remodeling the Facility. Except as otherwise specifically provided in this Lease, Landlord shall at all times have the sole and exclusive control of the Common Areas and parking areas, including the right to lease space within the Common Areas to tenants for the sale of merchandise and/or services and the right to permit advertising displays, educational displays and entertainment in the Common Areas. Landlord shall also have the right at any time to exclude and restrain any person from use thereof, excepting, however, bona fide customers, patrons and service suppliers of Tenant and other tenants of the Facility who make use of said areas in accordance with the rules and regulations established by Landlord from time to time with respect thereto in accordance with Section 8.4. The rights of Tenant with respect to the Common Areas and parking areas shall at all times be subject to the rights of Landlord and the public, as applicable. Tenant shall keep all of the Common Areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation, and Tenant shall permit the parking areas to be used only for normal parking and ingress and egress by the customers, patrons and service suppliers to and from the buildings of the Facility.

8.4 Rules and Regulations. Tenant acknowledges that Landlord is a special purpose government, subject to applicable federal, state and local laws and regulations. Landlord may, from time to time, promulgate, amend and require the observance by Tenant and the public rules, policies and regulations uniformly imposed and enforced in a non-discriminatory manner for the proper and efficient operation and maintenance of the Common Areas and parking areas or any portion thereof. Such rules and regulations shall be part of the Rules and Regulations described and defined in Section 28.14 below, and may be amended and/or added by the Landlord from time to time.

8.5 Parking. Landlord shall furnish space for parking by Tenant and its customers and employees on a non-exclusive basis in common with customers and employees of other users and of Landlord. Landlord may, in the exercise of its reasonable discretion, change the configuration, location and size of the parking areas, but except for emergency situations or temporary interruptions, any such changes will provide parking areas substantially equivalent to those which existed prior to such change. At all times Landlord shall have the right, on a nondiscriminatory basis, to designate, or change the designation of, the particular parking area to be used by any or all Facility tenants, their employees and customers and to designate discrete areas for employee parking.

## **ARTICLE IX.           MARKETING AND ADVERTISING**

9.0     Tenant Advertising. Beginning on the Rent Commencement Date and continuing for the balance of the Lease Term, Tenant shall undertake during each full or partial calendar year the advertising activities described in Section 1.5, to advertise and promote Tenant's business conducted at the Premises. Such advertising shall specifically name the Facility and its location in a style and prominence reasonably approved by Landlord.

9.1     Signage. All signs to be placed on the exterior of the Premises (in any part of the Facility or grounds, within or outside the boundaries of the Viera community), other than those wholly within the Premises, shall be approved in advance by Landlord.

9.2     No Use of Name. Tenant will not use or issue any promotional advertising, or other material using Landlord's name without first obtaining Landlord's prior written approval thereof.

## **ARTICLE X. POSSESSION AND OPERATION OF PREMISES**

Tenant shall not use, or knowingly permit any invitee or other person to use, the Premises for the sale or display of, or for any activity involving, pornography, nudity, violence, drug paraphernalia, or any goods and/or services and/or conduct which, in the sole discretion of Landlord, are inconsistent with the image of a community or senior-oriented club establishment, or for a massage parlor, adult bookstore or second-hand store or for the conduct of an auction, distress, fire, bankruptcy or going-out-of business sale. Tenant shall not cause or permit waste to occur in the Premises, or overload any floor, or abuse the plumbing in the Premises. Tenant shall keep the Premises and every part thereof in a clean and wholesome condition, free from any objectionable noise, music volumes, lights, odors or nuisances, which may be detected from outside the Premises (unless approved by Landlord in writing in advance), shall comply with all requirements of all governmental authorities, and shall conduct its activities in a manner which is environmentally sound. Unless otherwise permitted by the Lease or approved by the Landlord in writing: (i) Tenant shall keep no live animals of any kind in the Premises; (ii) Tenant shall not, without prior written approval from Landlord, display or sell merchandise, or place carts, portable signs, devices or any other objects, outside the defined exterior walls or roof and permanent doorways of the Premises; (iii) Tenant shall not erect or install any aerial antenna or "dish" (provided other facilities are available at a reasonable cost to Tenant for the reception of programming transmitted via satellite); (iv) Tenant shall not solicit or distribute material in any manner in any of the Common Areas of the Facility; and (v) Tenant shall not sell merchandise from vending machines or allow any coin- or token-operated vending, video, pinball or gaming machines in the Premises.

## **ARTICLE XI.           TENANT'S CONDUCT OF BUSINESS.**

11.1   Operating Covenants. Tenant covenants and agrees that it will, throughout the Lease Term and without interruption (except for approved start-up and renovations with scheduled "down time"), from and after its initial opening of the Premises for business: (i) operate and conduct within the Premises the business which it is permitted to operate and conduct under the provisions hereof, except while the Premises are un-tenantable by reason of fire or other casualty;

and (ii) maintain within the Premises an adequate stock of merchandise together with sufficient personnel and Personal Property (defined in Section 13.1) to service and supply the usual and ordinary requirements of its customers.

Tenant acknowledges that the Facility is intended to provide only first class service and food service for the patrons of the Facility and that Tenant will operate and conduct all aspects of its operations in accordance with this standard. Prior to the commencement of the Lease Term, Tenant shall provide Landlord with a business plan which sets forth Tenant's plans for marketing and customer service for the succeeding year to assure compliance and consistency with a first class operating standard. Such business plan shall include the names and qualifications of the manager, assistant manager(s) and any other key employees(s) hired by Tenant (or its agents) for its business operations.

Tenant shall pay all bills and costs related to its operation of the Premises as and when they come due, or shall arrange for such payment to avoid the disruption or cancellation of any utility or other services required to be paid by Tenant under this Lease or the continuous operation of the Premises. Tenant's failure to pay or its inability to pay its vendors, shall constitute a default under this Lease.

Tenant shall insure that the Premises are locked and safeguarded after regular business hours, and shall maintain proper and appropriate staffing to safeguard the Premises throughout regular business hours.

**11.2 Operating Days and Hours.** Recognizing that it is in the interests of both Tenant and Landlord to have regulated hours of business for all of the Facility, Tenant shall, commencing with the opening for business by Tenant in the Premises and for the remainder of the Lease Term, be open for business throughout the Lease Term in accordance with the hours of operation described in Section 1.6 above, which are subject to change only by mutual agreement of the parties hereto. It is agreed, however, that the foregoing provisions shall be subject to the hours of operation prescribed by any governmental regulations which may govern the operation or business of Landlord or Tenant. Tenant shall operate its business in the entire Premises throughout the Lease Term during all days and hours set forth in the Lease and shall do so in a lawful, high class and reputable manner, maintaining at all times a full staff of employees and a complete stock of inventory.

The initial hours of operation shall be minimally from 10:30 AM to 3:00 PM, Monday through Saturday, and 7:00 AM to 3:00PM on Sunday. Landlord may adjust such hours from time to time and may extend the hours that Tenant is required to operate during holiday periods and for special promotions.

Tenant acknowledges that it may share a refuse dumpster with Landlord. In the event that Tenant has an exclusive dumpster, such dumpster shall be placed in locations with screening by berms, landscaping, or walls with a locking gate. Dumpsters shall have rubber lids and bumpers to minimize noise during emptying.

**11.3 Personnel Dress Code.** The Tenant shall ensure that employees working on the Premises shall wear uniforms or professional attire at all times. Clothing that expresses or implies



obscene language or graphics, degrading or demeaning connotations, or in the opinion of the Landlord is unsightly for any reason, shall be strictly prohibited. Tenant personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

11.4 Patron Dress Code. The Tenant shall ensure that patrons of the Restaurant shall wear appropriate attire at all times. Patrons shall wear shirts at all times and shall wear footwear that conforms to appropriate attire. In addition to these requirements, Tenant may establish a more stringent patron dress code suitable for the Premises if Tenant deems such necessary or prudent, upon receipt of Landlord's prior written consent to such dress code, which may be given in Landlord's sole discretion.

11.5 Personnel Background Checks and Conduct. Tenant shall obtain at its own cost, for each individual Tenant employs on the Premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator or investigation company, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within Tenant's industry for a high quality clubhouse restaurant. Tenant shall maintain a copy of said background check on file so long as the subject individual remains in Tenant's employ and shall make all background checks available for Landlord's review upon request. The Tenant shall enforce strict discipline and good order among its employees on the Premises. The Tenant shall ensure that its employees that communicate and interact with the Viera community and any other customer/party associated with the Viera community are knowledgeable of the community and the services the Tenant is performing.

11.6 Change of Trade Name. Tenant may elect to give a trade name associated with the operation of the restaurant business on the Premises, but Landlord's prior written approval of any such name or use of an alternate trade name shall be required before Tenant institutes such name or name change or use.

## **ARTICLE XII. TENANT'S EQUIPMENT MAINTENANCE OBLIGATIONS**

Tenant shall operate and maintain, in a commercially reasonable manner, any and all of Landlord's kitchen and/or bar equipment including, but not limited to, kitchen and cooking appliances, cooking and food service equipment, ice machines, coolers, freezers, steamers and hood systems (the "Major Equipment"). For the first ninety (90) days after execution of this Lease, Landlord may make repairs to equipment. In addition, Tenant shall, within thirty (30) days of the beginning of the Lease Term and at Tenant's sole expense, enter into preventative maintenance contracts providing for periodic inspection and preventative/corrective maintenance or repair of the Major Equipment (with copies of such contracts being provided to Landlord), which contracts Tenant shall keep in force during the entirety of the Lease Term. Said preventative maintenance contracts shall provide for inspection, cleaning, and service of ice machines no less than once every six months, and for inspection and service of all other Major Equipment no less than once every twelve months. Tenant shall be responsible for all costs and expenses associated with the maintenance and repair of the Major Equipment unless it is determined, in Landlord's reasonable discretion, that repairs to a certain piece or pieces of Major Equipment are not feasible or that such piece or pieces of Major Equipment are beyond reasonable repair. If Landlord makes such a

determination, and a piece or pieces of Major Equipment need to be replaced, the Landlord shall do so at its expense. Tenant shall also, within thirty (30) days of the beginning of the Lease Term and at Tenant's sole expense, enter into a service contract with a professional and licensed service provider for the periodic and regular removal of all used cooking oil from, and the cleaning of all grease traps located on, the Premises.

Tenant shall also operate and maintain, in a professional and commercially reasonable manner, Landlord's POS System.

### **ARTICLE XIII. PERSONAL PROPERTY**

13.1 Tenant's Personal Property. All of Tenant's trade fixtures, furniture, furnishings, signs and other personal property not permanently affixed to the Premises (collectively, the "Personal Property") must be of a quality consistent with the Facility when installed in or attached to the Premises, and any such Personal Property shall remain the property of Tenant. Provided Tenant has not failed to timely cure an Event of Default, Tenant shall have the right to remove any or all of its Personal Property which it may have stored or installed in the Premises; provided if the Lease is still in effect Tenant shall immediately replace the same with similar Personal Property of comparable or better quality. At Landlord's option, Landlord may require Tenant to remove any and all Personal Property from the Premises upon the expiration of the Lease. Tenant shall, at its expense, immediately repair any damage occasioned to the Premises by reason of the removal of any Personal Property.

13.2 Landlord's Personal Property. Landlord currently owns and keeps on the Premises various items of personal property (including, but not limited to, kitchen and cooking appliances, cooking and food service equipment, ice machines, coolers, freezers, steamers, furniture and furnishings, fixtures, dishes, cookware and glassware, and the POS System), a list of which is attached hereto as Exhibit C ("Landlord's Inventory"). By executing this Lease, Tenant specifically acknowledges that Exhibit C is a complete and accurate list of Landlord's personal property located or kept on the Premises. Tenant shall be responsible for replacing, at Tenant's expense, "small wares" such as dishes, glassware and cookware should they become lost, obsolete, broken or otherwise unfit for use during the Lease Term, and such replacement items shall be of like size, kind and quality to the items replaced. Landlord's Inventory, and any items Tenant purchases to replace small wares, is and shall at all times remain property of the Landlord. Landlord's Inventory list shall be updated at the conclusion or earlier termination of the Lease Term hereunder, and Tenant shall be responsible, subject to Article XII herein, for the replacement/repair cost of any missing, damaged or otherwise unfit items.

### **ARTICLE XIV. ALTERATIONS AND IMPROVEMENTS**

14.1 Tenant's Alterations. At Tenant's own expense, and after receiving prior written approval from Landlord (which may be granted or withheld in Landlord's sole discretion), Tenant may, from time to time, make such permanent and nonstructural alterations, replacements, additions, changes and/or improvements (collectively, the "Alterations") to the Premises as Tenant may find desirable or convenient for its purposes, provided that the value of the Premises is not thereby diminished. Tenant shall reimburse Landlord for all out-of-pocket costs and expenses

(including any architect and/or engineer fees) Landlord incurs in approving or disapproving Tenant's plans for Alterations.

14.2 Tenant's Construction Requirements. All Alterations, after receiving Landlord's approval as required above, shall be made under the supervision of a competent Florida-licensed and insured contractor, architect, or Florida-registered professional engineer, as applicable, and Landlord may require that such Alterations must be made in accordance with signed and sealed plans and specifications prepared and constructed in conformity with all applicable laws, codes and regulations and industry standard structural, mechanical, electrical, design and quality standards, requirements and/or criteria. Such plans and specifications, if required by Landlord, shall be submitted to Landlord for its approval prior to commencement of the work, in accordance with such procedures as Landlord shall reasonably specify. Upon the expiration or earlier termination of this Lease, such Alterations (unless they comprise Personal Property) shall not be removed by Tenant but shall become a part of the Premises. In performing the work of any such Alterations, Tenant shall have the work performed in such manner as not to obstruct access to the Premises of any other tenant in the Facility.

## **ARTICLE XV. CONTRACTORS' OR MECHANICS' LIENS**

15.1 Liens, Generally. Tenant shall not create or cause to be imposed, claimed or filed upon the Premises, or any portion thereof, or upon any interest of Landlord therein, any lien, charge or encumbrance whatsoever. If, because of any act or omission of Tenant, any such lien, charge or encumbrance shall be imposed, claimed or filed, Tenant shall, at its sole cost and expense, within twenty (20) days following written notice from Landlord, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise) and Tenant shall indemnify and save and hold Landlord harmless from and against any and all costs, liabilities, suits, penalties, claims and demands whatsoever, and from and against any and all attorneys' fees, at both trial and all appellate levels, resulting or on account thereof and there from. In the event that Tenant shall fail to comply with the foregoing provisions of this Section 15.1, Landlord shall have the option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or encumbrance and Tenant agrees to reimburse Landlord, upon demand and as Additional Rent, for all sums so paid and for all costs and expenses reasonably incurred by Landlord in connection therewith, together with interest thereon, until paid.

15.2 Mechanics Liens. Landlord's interest in the Premises shall not be subjected to liens of any nature by reason of Tenant's construction, alteration, renovation, repair, restoration, replacement or reconstruction of any improvements or equipment on or in the Premises, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant) including, but not limited to, mechanics' and materialmen's liens. All persons dealing with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets (including Landlord's interest in the Premises) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, renovation, repair, restoration, replacement or reconstruction thereof by or on behalf of Tenant. Tenant has no power, right or authority to subject Landlord's interest in the Premises to any mechanic's or materialmen's lien or claim of lien. If a lien, a claim of lien or an order for the payment of money shall be imposed against the Premises on account of work performed, or alleged to have been performed, for or on behalf of Tenant, Tenant shall, within thirty (30) days after written notice of

the imposition of such lien, claim or order, cause the Premises to be released therefrom by the payment of the obligation secured thereby or by furnishing a bond or by any other method prescribed or permitted by law, If a lien is released, Tenant shall thereupon furnish Landlord with a written instrument of release in form for recording or filing in the appropriate office of land records of Brevard County, Florida, and otherwise sufficient to establish the release as a matter of record.

15.3 Contest of Liens. Tenant may, at its option, contest the validity of any lien or claim of lien if Tenant shall have first posted an appropriate and sufficient bond in favor of the claimant or paid the appropriate sum into court, if permitted by law, and thereby obtained the release of the Premises from such lien. If judgment is obtained by the claimant under any lien, Tenant shall pay the same immediately after such judgment shall have become final and the time for appeal therefrom has expired without appeal having been taken. Tenant shall, at its own expense, defend the interests of Tenant and Landlord in any and all such suits (with Tenant selecting counsel for the handling of such defense, subject to Landlord's reasonable approval); provided, however, that Landlord may, at its election, engage at its own expense its own counsel and assert its own defenses, in which event Tenant shall cooperate with Landlord and make available to Landlord all information and data which Landlord deems necessary or desirable for such defense.

15.4 Notices of Commencement of Construction. Prior to commencement by Tenant of any work on the Premises which shall have been previously permitted by Landlord as provided in this Lease, Tenant shall record or file a notice of the commencement of such work (the "Notice of Commencement") in the public records of the Brevard County, Florida, identifying Tenant as the party for whom such work is being performed, stating such other matters as may be required by law and requiring the service of copies of all notices, liens or claims of lien upon Landlord. Any such Notice of Commencement shall clearly reflect that the interest of Tenant in the Premises is that of a leasehold estate and shall also clearly reflect that the interest of Landlord as the fee simple owner of the Premises shall not be subject to mechanics or materialmen's liens on account of the work which is the subject of such Notice of Commencement. A copy of any such Notice of Commencement shall be furnished to and approved by Landlord and its attorneys prior to the recording or filing thereof, as aforesaid.

## **ARTICLE XVI. REPAIRS AND MAINTENANCE**

16.1 Tenant's Obligations. In addition to Tenant's equipment maintenance obligations contained in Article XII, Tenant shall at all times repair, maintain in good and tenantable condition and replace, as necessary, the Premises and every part thereof, including all equipment, appliances and Landlord's Inventory. All replacements made by Tenant in accordance with this Section 16.1 shall be of like size, kind and quality to the items replaced as they existed when originally installed.

16.2 Landlord's Obligations. Subject to Sections 8.3 and 16.1, Landlord shall repair, maintain in good and tenantable condition and replace, as necessary, the roof, exterior walls and structural parts of the Premises (including the structural floors) and all meters (unless installed by Tenant), pipes, conduits, equipment, components and facilities that supply the Premises with utilities installed by Landlord (except as the appropriate utility company has assumed these duties); provided that Landlord shall not be required, and Tenant shall be required, to make repairs necessitated by reason of: the gross negligence or willful misconduct of Tenant and its employees

and agents; or improvements to the Premises made by Tenant's contractors and service providers who are separately insured. Landlord shall have no obligation to repair, replace or maintain the Premises or the mechanical equipment exclusively serving the Premises at any time, except as this Lease expressly provides.

16.3 Right to Enter. Tenant shall permit Landlord or its authorized representatives, with prior notice to Tenant (except in the case of an emergency or threatened emergency or a default or threatened default under this Lease, when no notice shall be required), to enter the Premises at all times during usual business hours to inspect the same, to perform its duties under Section 16.2, and to perform any work therein that Landlord may reasonably deem necessary. No exercise by Landlord of any rights reserved in this Section 16.3 shall entitle Tenant to any compensation, damages or abatement of rent from Landlord for any injury or inconvenience occasioned thereby. Landlord will endeavor in good faith to exercise the foregoing right to enter when the business operated from the Premises is closed to the public.

16.4 Landlord's Liability. Landlord shall be liable for failure to keep the Premises in repair, provided Landlord is obligated to make such repairs under the terms hereof and further provided that notice of the need for repairs has been given to Landlord, a reasonable time has elapsed and Landlord has failed to make such repairs. Landlord shall also be liable for its negligence or willful misconduct in performing any repairs that Landlord undertakes hereunder. Landlord shall not be liable to Tenant, its employees, agents, business invitees, licensees, customers, clients, family members or guests for any damage, injury, loss, compensation or claim, including, but not limited to, claims for the interruption of or loss to Tenants business, based on, arising out of or resulting from any cause whatsoever, including, but not limited to: (a) repairs to any portion of the Premises; (b) interruption in Tenants use of the Premises; (c) any accident or damage resulting from the use or operation (by Landlord, Tenant or any other person or persons) of any equipment within the Premises, including without limitation, heating, cooling, electrical or plumbing equipment or apparatus; (d) the termination of this Lease by reason of the condemnation or destruction of the Premises in accordance with the provisions of this Lease; (e) any fire, robbery, theft, mysterious disappearance or other casualty; (f) the actions of any other person or persons; and (g) any leakage or seepage in or from any part or portion of the Premises, whether from water, rain or other precipitation that may leak into, or flow from, any part of the Premises, or from drains, pipes or plumbing fixtures in the Improvements. Any goods, property or personal effects stored or placed by the Tenant or its employees in or about the Premises shall be at the sole risk of the Tenant.

16.5 Personal Property. All personal property placed or moved into the Premises above described shall be at risk of the Tenant or owner thereof and Landlord shall not be liable for any damage to said personal property or to the Tenant arising from but not limited to the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever.

## **ARTICLE XVII. INDEMNITY; INSURANCE**

17.1 Indemnity. Except to the extent that the acts, omissions and other conduct of Landlord contribute to its loss or damage, as hereinafter described, Tenant shall defend, insure, indemnify and save and hold Landlord harmless from and against any and all liabilities,

obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, costs and expenses of every kind or nature, including reasonable attorneys' fees and court costs, incurred by Landlord, arising directly or indirectly from or out of: (i) any accident, injury or damage which shall happen at, in or upon the Premises, however occurring; (ii) any matter or thing arising out of the condition, occupation, maintenance, alteration, repair, use or operation by any person of the Premises, or any part thereof, or the operation of the business contemplated by this Lease to be conducted thereon, thereat, therein, or therefrom; (iii) any failure of Tenant to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any governmental authority; (iv) any contamination of the Premises, or the groundwaters thereof, arising on or after the date Tenant takes possession of the Premises and occasioned by the use, transportation, storage, spillage or discharge thereon, therein or therefrom of any toxic or hazardous chemicals, compounds, materials or substances, whether by Tenant or by any agent or invitee of Tenant; (v) any discharge of toxic or hazardous sewage or waste materials from the Premises into any septic facility or sanitary sewer system serving the Premises arising on or after the date Tenant takes possession of the Premises, whether by Tenant or by any agent of Tenant; or (vi) any other act or omission of Tenant, its employees, agents, invitees, customers, licensees or contractors. Tenant's obligations under this Section 17.1 arising prior to the termination of this Lease shall survive any such termination.

Nothing herein shall cause or be construed as a waiver of the Landlord's sovereign immunity or limitations on liability beyond any limited waiver granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

17.2 Tenant's Insurance Obligation. Tenant will throughout the Lease Term (and any other period when Tenant is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Premises in the amounts specified and in the form hereinafter provided for:

a) Commercial General Liability Insurance

Commercial general liability insurance covering claims arising from bodily injury and property damage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and insuring against legal liability of the insured with respect to the Premises or arising out of the maintenance, use or occupancy thereof. The liability policy also shall cover, but not be limited to, the contractual liabilities of the Tenant arising from this Lease.

b) Excess Liability Insurance

Tenant shall also carry and maintain umbrella liability insurance with a limit of not less than \$2,000,000.00 per occurrence.

c) Property Insurance

Extended or broad form coverage property insurance with coverage equal to not less than eighty percent (80%) of the full replacement value of all personal property, decorations, trade fixtures,

furnishings, equipment, alterations, leasehold improvements and betterments made by Tenant, and all other contents located or placed in the Premises. In the event any casualty occurs, Tenant agrees to pay the difference between the insurance coverage required to be maintained by this subsection 17.2(c) and an insurance policy offering coverage of one hundred percent (100%) of the full replacement value of the property described in this subparagraph.

d) Workers' Compensation and Employers' Liability Insurance

Workers' Compensation Insurance covering all employees of Tenant, as required by the laws of the State of Florida, and Employers' Liability coverage subject to a limit of no less than \$100,000.00 each employee, \$100,000.00 each accident, and \$500,000.00 policy limit.

e) Liquor Liability/Dram Shop Insurance

Tenant shall provide liquor liability insurance in amounts of not less than those described in subsection 17.2(a) above relating to liability insurance, covering the full amount of potential liability from time to time provided or imposed upon the sellers of alcoholic beverages under the laws of the State of Florida and fully protecting both Tenant and Landlord in connection with any such sales, service or consumption of alcoholic beverages.

f) Intentionally omitted.

g) Other Insurance

In addition, Tenant shall, at Landlord's request, provide, keep and maintain in full force and affect such other insurance for such risks and in such amounts as may from time to time be commonly insured against in the case of business operations similar to those contemplated by this Lease to be conducted by Tenant on the Premises.

h) Form of Policies

All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the State of Florida and with a rating of at least "A-7" in Best's Key Rating Guide, or as otherwise acceptable to the Landlord. All such policies (except to the extent inconsistent with the type of policy) shall contain cross-liability endorsements and shall name Landlord, and such additional individuals or entities as Landlord shall from time to time reasonably designate, as "Additional Insureds." ***Executed copies of such policies of insurance or certificates thereof shall be delivered to prior to the commencement of this Lease and, thereafter, executed copies of renewal policies or certificates thereof shall be delivered to Landlord within thirty (30) days prior to the expiration of the term of each such policy.*** If certificate are issued prior to the commencement of the Lease, copies of all policies shall be provided within ninety (90) days thereafter. If the Tenant fails to take out or to keep in force any insurance referred to in this Article XVII, then the Landlord has the right, without assuming any obligation in connection therewith, to procure such insurance at the sole cost of the Tenant, and all outlays by the Landlord shall be paid by the Tenant to the Landlord without prejudice to any other rights or remedies of the Landlord under this Lease. The Tenant shall not keep or use in the Premises any article which

may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises.

Tenant may cause any of the policies which it maintains to carry such deductibles as are commercially reasonable, but in no event shall such deductibles exceed \$15,000 per incident, without Landlord's prior written consent. Tenant shall be responsible for paying any additional premiums charged by its insurer(s) for all coverage.

## **ARTICLE XVIII. RECONSTRUCTION**

18.1 Insured Casualty. If the Premises are damaged by fire or other perils covered by Landlord's insurance:

a) Repair of Damage

As soon as is reasonably possible, but not later than one hundred eighty (180) days after the date of such damage, Landlord shall commence repair, reconstruction and restoration (collectively, "Reconstruction") of that portion of the Premises and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect; or

b) Damage Near End of Term

In the event of partial or total destruction of the Premises during the last one (1) year of the Lease Term, Landlord and Tenant shall each have the option to terminate this Lease on notice to the other of exercise thereof within thirty (30) days after such destruction.

In either event described in this Section 18.1, should the subject repairs have a material adverse impact upon the ability of Tenant to conduct its regular on-going business operations at the Premises and the repairs cannot be completed or are not reasonably capable of being completed within eighteen (18) months following the casualty or are not, in fact, completed within such eighteen (18) month period, Tenant may at its option elect to terminate the remaining Term of this Lease on the basis set forth in Section 18.5.

18.2 Uninsured Casualty. If the Premises are damaged by any casualty not covered by the insurance or self-insurance that Landlord is required to maintain, Landlord shall have the election, and shall, within one hundred eighty (180) days following the date of such damage, give Tenant notice of Landlord's election to either: (i) to commence Reconstruction of that portion of the Premises and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect, or (ii) not to perform such Reconstruction of such portion of the Premises, in which event this Lease shall cease and terminate not later than sixty (60) days after Landlord's notice of its election to terminate.

18.3 Release of Liability. Upon any termination of this Lease under any of the provisions of this Article XVIII, the parties shall be released thereby without further obligation to the other party coincident with the surrender of possession of the Premises to Landlord, except for obligations which have theretofore accrued and are then unpaid. In the event of termination,



Landlord and Tenant shall share in the proceeds from Tenant's insurance (including deductibles) maintained pursuant to Section 17 as their respective interests may appear.

18.4 Abatement of Rent. In the event of Reconstruction of the Premises as herein provided, Tenant shall continue the operation of its business on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay Percentage Rent, Taxes, Overhead Charges and Additional Rent shall remain in full force and effect. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Improvements, Personal Property, the building of which the Premises are a part, or any inconvenience or annoyance occasioned by such damage, Reconstruction or replacement

18.5 Major Destruction. Notwithstanding of any of the foregoing provisions of this Article XVIII, if the Facility is damaged to an extent of at least thirty-three and one-third percent (33-1/3%) of the Premises' full replacement cost as of the date of destruction, Landlord shall have the right to terminate this Lease by giving notice of such termination to Tenant within ninety (90) days after such destruction.

## **ARTICLE XIX. MORTGAGES AND SUB-LEASING**

### **19.1 Prohibitions.**

#### **a) Mortgages**

Tenant shall not enter into any Mortgage of its leasehold interest in the Premises without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole discretion.

#### **b) Sub-leasing**

Tenant shall not sublease the Premises, in whole or in part, without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole discretion.

## **ARTICLE XX. SECURITY DEPOSIT**

20.1 Tenant shall deposit with Landlord the sum specified in Section 1.7 upon the terms set forth therein as the Security Deposit hereunder. The Security Deposit shall be held by Landlord without liability for interest as security for the full and faithful performance by Tenant of all its obligations under this Lease. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without Landlord's prior written consent. Upon any Event of Default by Tenant (as described in Section 21.1), the Landlord may require Tenant to increase the amount of the Security Deposit, in an amount to be determined by Landlord in its sole discretion. Landlord shall not exercise the right provided in this Section 20.1 in an arbitrary or capricious manner.

20.2 If any of the Rent herein reserved or any other sum payable by Tenant to Landlord shall be overdue or paid by Landlord on behalf of Tenant, or if Tenant shall fail to perform any of its other obligations under this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply said entire

Security Deposit to the sums then due or past due from Tenant. Should Tenant comply with all of said obligations and promptly pay all the rents when due and all other sums payable by Tenant to Landlord, said Security Deposit shall be refunded in full to Tenant no later than thirty (30) days after Tenant has surrendered possession of the Premises to Landlord at the expiration or earlier termination of Lease, as identified in Article I, Section 1.3. After Term of initial Lease Term, as identified in Article I, Section 1.3, \$6,000 (six thousand), shall be returned to Tenant, and remainder, \$2,000 (two thousand) held until end of Lease, pursuant to this Agreement. If Landlord claims deductions against the Security Deposit, Landlord shall return any remaining portion to Tenant within such thirty (30) day period. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent and other charges due Landlord for the earliest periods prior to the filing of such proceedings.

## **ARTICLE XXI. DEFAULTS BY TENANT; REMEDIES**

21.1 Default. Each of the following events shall be an Event of Default hereunder by Tenant and shall constitute a breach of this Lease:

(a) If Tenant shall fail to pay, when due, any Rent or portion thereof, or any other sum or amount due to Landlord from Tenant hereunder, and such failure shall continue for a period of five (5) days after the date on which Landlord provides written notice to Tenant thereof.

(b) If Tenant shall violate or fail to comply with or perform any other term, provision, covenant, agreement or condition to be performed or observed by Tenant under this Lease, and such violation or failure shall continue for a period of fifteen (15) days after written notice thereof from Landlord or, if such non-monetary default cannot reasonably be accomplished within fifteen (15) days, Tenant shall have a reasonable period of time to cure such default, provided the cure is commenced within said fifteen (15) day period and is thereafter aggressively pursued to completion by Tenant.

(c) If Tenant ceases the actual and continuous operation of the business contemplated by this Lease to be conducted by Tenant upon the Premises (unless such cessation in operation is permitted pursuant to the terms of this Lease). Any non-permitted cessation of business operations for a period exceeding five (5) days shall constitute an Event of Default.

(d) If, at any time during the Lease Term, Tenant files in any court, pursuant to any statute of either the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization or arrangement, or for the appointment of a receiver or trustee of all or any portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, or if Tenant makes an assignment for the benefit of its creditors or petitions for or enters into an arrangement with its creditors, or if, at any time during the Lease Term, there is filed against Tenant in any courts pursuant to any statute of the United States or of any State, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, including, without limitation, its leasehold interest in the Premises, and any such

proceeding against Tenant is not dismissed within sixty (60) days following the commencement thereof.

(e) If Tenant's leasehold interest in the Premises or property therein is seized under any levy, execution, attachment or other process of court where the same shall not be vacated or stayed on appeal or otherwise within thirty (30) days thereafter, or if Tenant's leasehold interest in the Premises is sold by judicial sale and such sale is not vacated, set aside or stayed on appeal or otherwise within thirty (30) days thereafter.

21.2 Remedies on Default. If any Event of Default hereinabove specified shall occur, Landlord, at any time thereafter, shall have and may exercise any of the following rights and remedies:

(a) Landlord may, pursuant to written notice thereof to Tenant, terminate this Lease and, peaceably or pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for Landlord's own account and, for Tenant's breach of and default under this Lease, recover immediately from Tenant any and all Rent and other sums and damages due or in existence at the time of such termination, including, without limitation: (i) all Rent and other sums, charges, payments, costs and expenses agreed and/or required to be paid by Tenant to Landlord hereunder, (ii) all costs and expenses of Landlord in connection with the recovery of possession of the Premises, including reasonable attorneys' fees and court costs, and (iii) all costs and expenses of Landlord in connection with any re-letting or attempted re-letting of the Premises or any part or parts thereof, including, without limitation, brokerage fees, attorneys' fees and the cost of any alterations or repairs which may be reasonably required to so relet the Premises, or any part or parts thereof.

(b) Landlord may, pursuant to any prior notice required by law and without terminating this Lease, peaceably or pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for the account of Tenant, make such alterations of and repairs to the Premises as may be reasonably necessary in order to re-let the same or any part or parts thereof and re-let or attempt to re-let the Premises or any part or parts thereof for such term or terms (which may be for a term or terms extending beyond the Lease Term), at such rents and upon such other terms and provisions as Landlord, in its sole but reasonable discretion, may deem advisable. If Landlord re-lets or attempts to re-let the Premises, Landlord shall be the sole judge as to the terms and provisions of any new lease or sublease and of whether or not a particular proposed new tenant or sub-tenant is acceptable to Landlord. Upon any such re-letting, all rents received by the Landlord from such re-letting shall be applied (a) first, to the payment of all costs and expenses of recovering possession of the Premises, (b) second, to the payment of any costs and expenses of such re-letting, including brokerage fees, attorneys' fees and the cost of any alterations and repairs reasonably required for such re-letting, (c) third, to the payment of any indebtedness, other than Rent, due hereunder from Tenant to the Landlord, (d) fourth, to the payment of all Rent and other sums due and unpaid hereunder, and (e) fifth, the residue, if any, shall be held by the Landlord and applied in payment of future Rents and other sums as the same may become due and payable hereunder. If the rents received from

such re-letting during any period shall be less than that required to be paid during that period by the Tenant hereunder, Tenant shall promptly pay any such deficiency to the Landlord and failing the prompt payment thereof by Tenant to Landlord, Landlord shall immediately be entitled to institute legal proceedings for the recovery and collection of the same. Such deficiency shall be calculated and paid at the time each payment of Rent and other sum shall otherwise become due under this Lease, or, at the option of Landlord, at the end of the Lease Term. In addition, Landlord shall be immediately entitled to sue for and otherwise recover from Tenant any other damages occasioned by or resulting from any abandonment of the Premises or other breach of or default under this Lease other than a default in the payment of Rent. No such re-entry, retaking or resumption of possession of the Premises by the Landlord for the account of Tenant shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention shall be given to the Tenant or unless the termination of this Lease be decreed by a court of competent jurisdiction. Notwithstanding any such re-entry and re-letting or attempted re-letting of the Premises or any part or parts thereof for the account of Tenant without termination, Landlord may at any time thereafter, upon written notice to Tenant, elect to terminate this Lease or pursue any other remedy available to Landlord for Tenants previous breach of or default under this Lease.

(c) Landlord may, without re-entering, retaking or resuming possession of the Premises, sue for all Rent and all other sums, charges, payments, costs and expenses due from Tenant to Landlord hereunder either: (i) as they become due under this Lease, taking into account that Tenant's right and option to pay the Rent hereunder in any particular Lease year is conditioned upon the absence of a default on Tenant's part in the performance of its obligations under this Lease, or (ii) at Landlord's option, accelerate the maturity and due date of the whole or any part of the Rent for the entire then-remaining unexpired balance of the Lease Term, as well as all other sums, charges, payments, costs and expenses required to be paid by Tenant to Landlord hereunder, including without limitation damages for breach or default of Tenants obligations hereunder in existence at the time of such acceleration, such that all sums due and payable under this Lease shall, following such acceleration, be treated as being and, in fact, be due and payable in advance as of the date of such acceleration, as such aggregate sum then reduced to its net present value and which sum shall be offset by the net rents which can then be reasonably anticipated to accrue to Landlord during the balance of the Lease Term by the exercise of commercially reasonable efforts by Landlord to re-lease the Premises following such termination. Landlord may then proceed to recover and collect all such net sums so sued for from Tenant by distress, levy, and execution or otherwise. Regardless of which of the foregoing alternative remedies is chosen by Landlord under this subparagraph (c), Landlord shall not be required to re-let the Premises nor exercise any other right granted to Landlord pursuant to this Lease, nor shall Landlord be under any obligation to minimize or mitigate Landlord's damages or Tenant's loss as a result of Tenant's breach of or default under this Lease. In addition to the remedies hereinabove specified and enumerated, Landlord shall have and may exercise the right to invoke any other remedies allowed at law or in equity as if the remedies of re-entry, unlawful detainer proceedings and other remedies were not herein provided. Accordingly, the mention in this Lease of any particular remedy shall not preclude Landlord from having or exercising any other remedy at law or in equity. Nothing herein

contained shall be construed as precluding the Landlord from having or exercising such lawful remedies as may be and become necessary in order to preserve the Landlord's right or the interest of the Landlord in the Premises and in this Lease, even before the expiration of any notice periods provided for in this Lease, if under the particular circumstances then existing the allowance of such notice periods will prejudice or will endanger the rights and estate of the Landlord in this Lease and in the Premises.

21.3 Landlord May Cure Tenant Defaults. If there is an Event of Default by Tenant in the performance of any term, provision, covenant or condition on its part to be performed hereunder, Landlord may, after notice to Tenant and a reasonable time to perform after such notice (or without notice if, in Landlord's reasonable opinion, an emergency exists) perform the same for the account and at the expense of Tenant. If, at any time and by reason of such default, Landlord is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense in the enforcement of its rights hereunder or otherwise, such sum, or sums, together with interest thereon at the highest rate allowed under the laws of the State of Florida, shall be deemed Additional Rent hereunder and shall be repaid to Landlord by Tenant promptly when billed therefore, and Landlord shall have all the same rights and remedies in respect thereof as Landlord has in respect of the rents herein reserved.

21.4 Landlord's Lien. Landlord shall have at all times during the Lease Term a valid lien for all Rent and other sums of money becoming due hereunder from Tenant, upon all goods, wares, merchandise, inventory, furniture, fixtures, equipment, vehicles and other Personal Property and effects of Tenant situated in or upon the Premises, and such property shall not be removed therefrom without the approval and consent of Landlord until all arrearages in Rent all other sums then due to Landlord hereunder shall first have been paid and discharged in full. Upon the occurrence of any Event of Default by Tenant, Landlord may, in addition to any other remedies provided herein or by law, enter upon the Premises and take possession of any and all goods, wares, merchandise, inventory, furniture, fixtures, equipment, vehicles and other Personal Property and effects of Tenant situated in or upon the Premises without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property appraised, at which Landlord or its assigns may purchase any of the same and apply the proceeds thereof, less any and all expenses connected with the taking of possession and sale, as a credit against any sums due by Tenant, and Tenant agrees to pay any deficiency forthwith. Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by law for foreclosure of security interests or in any other manner and form provided by law. The statutory lien for Rent, if any, is not hereby waived and the express contractual lien herein granted is in addition thereto and supplementary thereto. Tenant agrees to execute and deliver to Landlord from time to time during the Lease Term such financing statements as may be required by Landlord in order to perfect the Landlord's lien provided herein or by law. Notwithstanding the foregoing, except to the extent expressly granted in Section 21.5, Landlord's lien for Rent shall not extend to intangibles, memorabilia or proprietary properties utilized in the business operated by Tenant from the Premises and shall be subordinate to any purchase money security interest granted by Tenant in the personal property utilized by Tenant in the operation of the business in the Premises.

21.5 Rights Cumulative. The rights and remedies provided and available to Landlord in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any other.

## **ARTICLE XXII. DEFAULTS BY LANDLORD; REMEDIES**

If Landlord neglects or fails to perform or observe any of the terms, covenants or conditions contained in this Lease on its part to be performed or observed within thirty (30) days after Landlord's receipt of written notice from Tenant of default or, when more than thirty (30) days shall be required to cure the default, if Landlord shall fail to commence such cure within said thirty (30) day period or thereafter fail to proceed diligently to cure such default, then Landlord shall be liable to Tenant for any and all damages sustained by Tenant as a result of Landlord's breach.

## **ARTICLE XXIII. EMINENT DOMAIN**

23.1 Complete Taking. If the whole of the Premises shall be taken or condemned for any public or quasi-public use or purpose, by right of eminent domain or by purchase in lieu thereof, or if a substantial portion of the Premises shall be so taken or condemned that the portion or portions remaining is or are not sufficient and suitable, in the mutual reasonable judgment of Landlord and Tenant, for the continued operation of the business contemplated by this Lease to be conducted thereon, therein or therefrom so as to effectively render the Premises un-tenantable, then this Lease and the term hereby granted shall cease and terminate as of the date on which the condemning authority takes possession and all Rent shall be paid by Tenant to Landlord up to that date or refunded by Landlord to Tenant if Rent has previously been paid by Tenant beyond that date.

23.2 Partial Taking. If a portion of the Premises is taken, and the portion or portions remaining can, in the mutual reasonable judgment of Landlord and Tenant, be adapted and used for the conduct of Tenant's business operation, such that the Premises are not effectively rendered un-tenantable, then the Landlord and the Tenant shall promptly restore their respective remaining portions thereof to a condition comparable to their condition at the time of such taking or condemnation, less the portion or portions lost by the taking, and this Lease shall continue in full force and effect except that the Rent payable hereunder shall, if necessary, be equitably adjusted to take into account the portion or portions of the Premises lost by the taking.

## **ARTICLE XXIV. SALE OR MORTGAGE BY LANDLORD**

Tenant agrees that Landlord may at any time, sell or convey Landlord's interest in and to the Facility, or any part thereof, and Tenant consents to Landlord's assignment (or other conveyance) of its interest in this Lease to a new property owner or other interest holder. From and after a sale or other conveyance of Landlord's interest in and to the Facility, or any part thereof, Landlord shall be released from all liability to Tenant and Tenant's successors and assigns arising from this Lease, including liability for any act, occurrence or omission of the successor Landlord occurring after such sale.

## **ARTICLE XXV. ATTORNMENT**

Tenant shall and hereby agrees to attorn, and be bound under all of the terms, provisions, covenants and conditions of this Lease, to any successor of the interest of Landlord under this Lease for the balance of the Lease Term remaining at the time of the succession of such interest to such successor. In particular, in the event that any proceedings are brought for the foreclosure of any mortgage or security interest encumbering or collateral assignment of Landlord's interest in the Premises, or any portion thereof, Tenant shall attorn to the purchaser at any such foreclosure sale and recognize such purchaser as Landlord under this Lease, subject, however, to all of the terms and conditions of this Lease. Tenant agrees that neither the purchaser at any such foreclosure sale nor the foreclosing mortgagee or holder of such security interest or collateral assignment shall have any liability for any act or omission of Landlord, be subject to any offsets or defenses which Tenant may have as claim against Landlord, or be bound by any advance Rents which may have been paid by Tenant to Landlord for more than the current period in which such Rents come due.

## **ARTICLE XXVI. QUIET ENJOYMENT**

Landlord agrees that Tenant, upon paying the rent and performing the terms, covenants and conditions of this Lease, may quietly have, hold and enjoy the Premises from and after Landlord's delivery of the Premises to Tenant in accordance with Section 3.4 until the end of the Lease Term, subject to the other provisions of this Lease.

## **ARTICLE XXVII. NOTICES AND CONSENTS**

All notices, consents, approvals, requests, demands, releases, waivers, certifications, and other communications permitted or required to be given under, or referred to in, this Lease shall be in writing and shall be and deemed duly served or given: (i) when actually delivered, if delivered by overnight or other courier or delivery service which confirms delivery in writing or (ii) within five (5) business days after deposit in the U.S. Mail, if sent by certified mail, postage prepaid, return receipt requested. Such notices shall be addressed to all persons entitled to receive notice for such party pursuant to Section 1.12. Landlord and Tenant may, from time to time by written notice to the other, designate another place for receipt of future notices.

## **ARTICLE XXVIII. MISCELLANEOUS**

28.1 Waiver or Consent Limitation. No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon Landlord or Tenant unless in writing and executed by Landlord or Tenant, as the case may be. Neither the failure of Landlord or Tenant to insist upon a strict performance of any of the terms, provisions, covenants, agreements and conditions hereof, nor the acceptance of any Rent by Landlord with knowledge of a breach of this Lease by Tenant in the performance of its obligations hereunder, shall be deemed a waiver of any rights or remedies that Landlord or Tenant may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements and conditions.

28.2 Force Majeure. The occurrence of any of the following events shall excuse such obligations of Landlord or Tenant as are thereby rendered impossible or reasonably impracticable

for so long as such event continues: lockouts; labor disputes; acts of God; inability to obtain labor, materials or reasonable substitutes therefor; governmental restrictions, regulations or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform. Notwithstanding the foregoing, the occurrence of such events shall not excuse Tenant's obligations to pay Rent (except as provided in Section 18.4) or excuse such obligations as this Lease may otherwise impose on the party to obey, remedy or avoid such event.

28.3 Landlord Calculations, Determinations and Requirements. Whenever this Lease contemplates that Landlord will make particular determinations, calculations, specifications, requirements, estimates or the like with respect to amounts payable by Tenant, Landlord shall make such determinations, including the amount, allocation, proration and composition of charges and expenses, in a reasonable and equitable manner and acting in good faith.

28.4 Failure to Give Consent. If Landlord or Tenant improperly fails to give any consent or approval referred to in this Lease, the other party hereto shall be entitled to specific performance in equity and shall have such other remedies as are reserved to it under this Lease, but in no event shall Landlord or Tenant be responsible in monetary damages for such failure to give consent.

28.5 Reasonableness. Except where expressly provided to the contrary in this Lease, whenever this Lease provides that a consent, approval, decision or judgment of either party is required, such consent, approval, decision or judgment will not be unreasonably withheld or delayed. There are certain provisions of this Lease, however, in which either Landlord or Tenant may withhold its consent "in its sole discretion." These specific provisions, which may be viewed as allowing such party in such instance to deviate from a standard or reasonableness which is imposed on Landlord and Tenant in connection with other provisions of this Lease, have been negotiated and bargained for and represent a material part of the consideration to be received by each party. The parties, bearing in mind the rights, duties and obligations of the parties to honor the implied covenants of good faith and fair dealing, have specifically negotiated for and agreed that it is the intent of the parties that Landlord or Tenant, where expressly provided, may exercise their respective consent authority pursuant to a subjective standard of sole discretion.

28.6 Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between Landlord or any other person or entity (including Tenant) or as causing Landlord to be responsible in any way for the debts or obligations of such other person or entity.

28.7 Severability; Construction of Provisions. If any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Lease is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

28.8 Warranties. Tenant and the person or persons executing this Lease on behalf of Tenant hereby covenant and warrant as of the Effective Date that such limited liability company:



(i) is duly established in and qualified to do business in the State of Florida; (ii) has paid all applicable franchise and other taxes; and (iii) will file or pay when due all future forms, reports, fees and other documents necessary to comply with applicable laws.

Landlord warrants that fee simple title to the real property on which the Facility is located is vested in Landlord as of the date hereof and is not subject to any lien or other encumbrance which would adversely affect the ability of Tenant to utilize the Premises in a manner consistent with this Lease.

28.9 Entire Agreement. This Lease supersedes and cancels any and all previous negotiations, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by or between Landlord and Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret, construe, supplement or contradict this Lease. Phrases such as “including” and “for example” shall in no circumstances be construed as phrases of limitation but shall be treated as merely providing examples of the more general language which more general language shall be broadly and fairly construed.

28.10 Time of Essence. Time is of the essence in the performance of all covenants and conditions in this Lease for which time is a factor.

28.11 Access. Landlord and Landlord’s agents shall have the right, with prior to Tenant (except in the case of an emergency or threatened emergency or a default or threatened default under this Lease, when no notice shall be required), to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or tenants provided that Landlord shall attempt to minimize interference with Tenant’s business. Tenant shall have access to the Premises twenty four (24) hours per day, seven days per week.

28.12 Attorneys Fees. If either party brings an action to recover any sum due hereunder, or for any breach hereunder, and obtains a judgment or decree in its favor, the court may award to such prevailing party its reasonable costs and reasonable attorneys’ fees, specifically including reasonable attorneys’ fees incurred in connection with any appeals (whether or not taxable as such by law). Landlord shall also be entitled to recover its reasonable attorneys’ fees and costs incurred in any bankruptcy action filed by or against Tenant, including, without limitation, those incurred in seeking relief from the automatic stay, in dealing with the assumption or rejection of this Lease, in any adversary proceeding, and in the preparation and filing of any proof of claim.

28.13 Brokers. Landlord and Tenant hereby represent and warrant to each other that they have not engaged, employed or utilized the services of any business or real estate brokers, salesmen, agents or finders in the initiation, negotiation or consummation of the business and real estate transaction reflected in this Lease. On the basis of such representation and warranty, each party shall and hereby agrees to indemnify and save and hold the other party harmless from and against the payment of any commissions or fees to or claims for commissions or fees by any real estate or business broker, salesman, agent or finder resulting from or arising out of any actions taken or agreements made by them with respect to the business and real estate transaction reflected in this Lease.

28.14 Rules and Regulations. Landlord shall, at its discretion, implement and modify from time to time during the Lease Term rules and regulations governing the conduct of persons while at the Premises and the Facility (the “Rules and Regulations”), with which Rules and Regulations Tenant will comply. Included within the Rules and Regulations may be, without limitation, provisions relating to employee and visitor parking and access to the Premises, employee grooming, behavior and wardrobe standards and minimum and maximum hours of operation. Attached as Exhibit B are the current Rules and Policies of the Landlord. In the event of a conflict between the Rules and Regulations and this Lease, the provisions of the Rules and Policies shall prevail.

28.15 Applicable Law. This Lease Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Lease Agreement shall be venued in the Circuit Court of Brevard County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN BREVARD COUNTY, FLORIDA.**

28.16 Fire Extinguishers. Tenant shall, at all times and at its own cost, maintain the code-required fire extinguisher(s) on the Premises and shall maintain a service contract on extinguishers during the Lease Term.

28.17 No Modification. No modification, waiver, amendment, discharge or change of this Lease shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

28.18 Employees; Independent contractor Status. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any principals and/or employees of Tenant or entities retained by Tenant are the sole responsibility of Tenant. Tenant shall fully comply with all applicable acts and regulations having to do with workman’s compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. In performing any services hereunder, Tenant shall be a tenant only and not an employee of the Landlord. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the Landlord and Tenant. Tenant has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the Landlord.

28.19 Public Records. Tenant has read and is familiar with the provisions of Chapter 119, applicable to community development districts. Tenant agrees that it shall keep and maintain public records that ordinarily and necessarily would be required by the Landlord in order to perform the services provided in this Lease. Tenant shall: (i) provide the public with access to public records on the same term and conditions that the Landlord would provide the records and a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (ii) insure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (iii) meet all requirements for maintaining public records and transfer, at no cost, to the Landlord all public records in possession of the Tenant upon termination of this Lease and shall destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the Landlord in a format that is compatible with the information technology systems of the Landlord. Failure to comply with a public records request or other with the applicable provisions of the public records law shall constitute a default under this Lease.

28.20           Radon Gas. Pursuant to Florida Statutes Sections 404.056(8), Tenant is hereby notified of the following: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County public health unit.

*[Signature page to follow.]*

**SIGNATURE PAGE TO RESTAURANT LEASE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Lease this \_\_\_\_ day of August, 2020.

ATTEST:

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

Print: \_\_\_\_\_  
Secretary/Asst. Secretary

**LANDLORD:**

VIERA EAST COMMUNITY  
DEVELOPMENT DISTRICT,  
a Florida community development district

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

Print: \_\_\_\_\_  
Chairman/Vice-Chairman

WITNESSES:

X \_\_\_\_\_

Print: \_\_\_\_\_

X \_\_\_\_\_

Print: \_\_\_\_\_

**TENANT:**

Divotts Grille, LLC  
a Florida limited liability company

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

Print: \_\_\_\_\_

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

**EXHIBIT A**

**SITE PLAN OF THE PREMISES**

(Patio depicted, but not a part of the “Premises”)

**EXHIBIT B**

**RULES AND POLICIES OF THE LANDLORD**

**EXHIBIT C**

**LANDLORD'S INVENTORY**

**EXHIBIT D**

**FORM OF INCOME STATEMENT**

*[See attached.]*



## SECTION IX

# SECTION A

**Viera East**  
**Community Development District**  
Check Register Summary  
July 17, 2020 through August 19, 2020

<b>Fund</b>	<b>Date</b>	<b>Check #'s</b>	<b>Amount</b>
<i>General Fund</i>			
	7/23/20	3961-3968	\$ 5,996.98
	8/7/20	3969-3981	\$ 2,051.99
	8/13/20	3982-3984	\$ 16,414.08
		<u>Sub-Total</u>	<u>\$ 24,463.05</u>
<i>Capital Reserve</i>			
		<u>Sub-Total</u>	<u>\$ -</u>
<i>Golf Course</i>			
	7/23/20	27917-27931	\$ 28,993.71
	7/24/20	27932	\$ 942.93
	8/7/20	27934-27968	\$ 29,781.57
	8/13/20	27969-27981	\$ 4,064.42
		<u>Sub-Total</u>	<u>\$ 63,782.63</u>
<b>Total</b>			<b>\$ 88,245.68</b>

AP300R												
*** CHECK DATES 07/17/2020 - 08/19/2020 ***												
YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER												
VIERA EAST-GENERAL FUND												
BANK A VIERA EAST-GF												
CHECK DATE	VEND#	.....INVOICE DATE	.....EXPENSED TO...	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
7/23/20	00222	7/15/20	170053	202007	330-53800-47100				SIGNS	*	214.00	
ALLEGRA-ROCKLEDGE												
7/23/20	00612	7/20/20	00034095	202007	310-51300-48000				PACKAGE ADVERTISING	*	937.40	214.00 003961
FLORIDA TODAY PAYMENT CENTER												
7/23/20	00209	7/18/20	74	202007	340-53800-47300				PALM TRIMMING/HAULING OFF	*	800.00	937.40 003962
LELAND'S TREE SERVICE												
7/23/20	00190	7/14/20	129954	202007	340-53800-46100				DIGITAL METER/FILTERS	*	654.64	800.00 003963
		7/16/20	130612	202007	340-53800-46000				BEARING	*	12.72	
		7/17/20	1301	202007	340-53800-46000				AUTO SUPPLIES	*	5.69	
NAPA AUTO PARTS												
7/23/20	00196	7/09/20	17WR5999	202007	340-53800-46000				PARTS AND LABOR	*	1,022.19	673.05 003964
RING POWER CORPORATION												
7/23/20	00078	7/21/20	130069	202007	340-53800-46000				MOWING SERVICES	*	11.90	1,022.19 003965
ROCKLEDGE MOWER & SERVICE												
7/23/20	00089	7/21/20	13724	202007	340-53800-46000				WELD CRACK IN MUFFLER	*	40.00	11.90 003966
SUPERIOR WELDING INC												
7/23/20	00212	7/15/20	7378138	202007	340-53800-47400				MONTHLY PAYMENT	*	2,298.44	40.00 003967
TIAA COMMERCIAL FINANCE, INC.												
7/23/20	00126	7/22/20	07222020	202007	310-51300-34000				TEST CHECK	*	1.00	2,298.44 003968
		7/22/20	07222020	202007	310-51300-34000				TEST CHECK	V	1.00	
GOVERNMENTAL MANAGEMENT SERVICES												
8/07/20	00222	7/30/20	170208	202007	330-53800-47100				WOODSIDE PARK NATURE SIGN	*	162.00	.00 003969
ALLEGRA-ROCKLEDGE												
											162.00	162.00 003970
VIER --VIERA EAST-- HSMITH												

VIER --VIERA EAST-- HSMITH

AP300R

\*\*\* CHECK DATES 07/17/2020 - 08/19/2020 \*\*\*

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN

8/19/20

PAGE 2

VIERA EAST-GENERAL FUND  
BANK A VIERA EAST-GF

CHECK DATE	VEND#	.....INVOICE.....	DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT
8/07/20	00030	7/31/20	202007	310-51300-49200						BREVARD COUNTY CLERK OF COURT	*	544.00	544.00 003971
8/07/20	00034	7/13/20	74699-11	202007	340-53800-47300					CITY OF COCOA	*	111.33	111.33 003972
8/07/20	00221	7/30/20	00056536	202007	340-53800-22000					COMBINED INSURANCE COMPANY	*	47.48	47.48 003973
8/07/20	00232	8/03/20	S60514	202007	340-53800-46000					DIAL PLUMBING & A/C INC.	*	152.22	152.22 003974
8/07/20	00006	7/21/20	7-071-69	202007	310-51300-42000					FEDEX	*	45.59	45.59 003975
8/07/20	00177	7/31/20	202007	310-51300-49200						INES CAMPOS	*	18.09	18.09 003976
8/07/20	00199	8/03/20	70881	202007	340-53800-46000					ISLANDER GOLF SUPPLY, INC.	*	54.92	54.92 003977
8/07/20	00060	7/31/20	202007	340-53800-46000						LACEY'S LOCK SERVICE INC	*	12.50	12.50 003978
8/07/20	00176	7/13/20	10149703	202007	340-53800-47500					SITEONE LANDSCAPE SUPPLY, LLC	*	552.94	552.94 003979
8/07/20	00188	7/07/20	202007	340-53800-54100						UNIFORMS 7/7/20	*	49.75	49.75 003980
8/07/20	00188	7/14/20	91212155	202007	340-53800-54100					UNIFORMS 7/14/2020	*	49.80	49.80 003981
8/07/20	00188	7/21/20	91212166	202007	340-53800-54100					UNIFORM 7/21/2020	*	49.80	49.80 003982
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 003983
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 003984
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 003985
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 003986
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 003987
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 003988
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 003989
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 003990
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 003991
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 003992
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 003993
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 003994
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 003995
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 003996
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 003997
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 003998
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 003999
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004000
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004001
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004002
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004003
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004004
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004005
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004006
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004007
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004008
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004009
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004010
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004011
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004012
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004013
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004014
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004015
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004016
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004017
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004018
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004019
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004020
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004021
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004022
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004023
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004024
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004025
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004026
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004027
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004028
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004029
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004030
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004031
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004032
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004033
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004034
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004035
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004036
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004037
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004038
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004039
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004040
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004041
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004042
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004043
8/07/20	00188	7/28/20	91212777	202007	340-53800-54100					UNIFORMS 7/28/20	*	49.80	49.80 004044
8/07/20	00188												

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
8/07/20	00233	7/29/20	24065	202007	340-53800-49000				CANTERBURY LK #9	*	550.00	
									U.S. LAWNS OF BREVARD			
8/13/20	00225	7/31/20	21067	202008	310-51300-32200				BALANCE FORWARD/LEGAL	*	7,050.00	550.00 003981
									BERGER, TOOMBS, ELAM, GAINES & FRAN			
8/13/20	00235	8/12/20	36049504	202008	310-51300-45000				MONTHLY PAYMENT	*	398.18	7,050.00 003982
									MONTHLY PAYMENT	V	398.18-	
									CIT			
8/13/20	00126	8/01/20	381	202008	310-51300-34000				MANAGEMENT FEES AUG 2020	*	8,370.00	.00 003983
									INFORMATION TECH	*	283.33	
									DISSEMINATION AGENT	*	166.67	
									OFFICE SUPPLIES	*	40.00	
									COPIES	*	105.90	
									GOVERNMENTAL MANAGEMENT SERVICES			
									TOTAL FOR BANK A		24,463.05	
									TOTAL FOR REGISTER		24,463.05	



CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
7/23/20	01488	7/21/20 8166 7/21/20 8166	202007 320-57200-46000 REPAIRS TO ROOF 202007 300-15500-10000 REPAIRS TO ROOF			*	400.00 800.00	
7/23/20	01127	7/16/20 00100015 7/16/20 00100015 7/16/20 00100015	202007 300-13100-10000 GF ADMIN PREMIUM 202007 300-13100-10000 GF MAINT PREMIUM	G & G ROOFING CONSTRUCTION		*	2,261.31 1,389.05 3,811.68	1,200.00 027924
7/23/20	01392	7/20/20 449516 7/20/20 449516	202007 320-57200-46000 REIMBURSE FOR SIGN CLEAN	HEALTHFIRST HEALTH PLAN		*	25.00	7,462.04 027925
7/23/20	00180	7/14/20 129954 7/16/20 130610 7/16/20 130612	202007 390-57200-46110 DIGITAL METER/HYDRAULIC F 202007 390-57200-46000 CLUTCH PILOT BEARING	INES CAMPOS		*	654.64 12.72 12.72	25.00 027926
7/23/20	01334	7/17/20 130806 7/17/20 130807 7/17/20 130892	202007 390-57200-46110 DIGITAL METER CREDIT 202007 390-57200-46000 BLSTR PK MINIATURES			*	445.99- 5.69 401.23	
7/23/20	01476	7/17/20 130892 7/17/20 130892	202007 390-57200-46110 METER	NAPA AUTO PARTS		*	88.55	641.01 027927
7/23/20	01476	7/17/20 130892 7/17/20 130892	202007 390-57200-47100 SOCKET/BLADE/PRUNER	SITEONE LANDSCAPE SUPPLY, LLC		*	320.00 640.00	88.55 027928
7/23/20	01366	7/14/20 6603895 7/14/20 6603895 7/14/20 6603895	202007 390-57200-54600 2019 CUSHMAN HAULER 800X 202007 350-57200-46100 2020 EZGO RXV ELITE FREE	TARGET SPECIALTY PRODUCTS		*	248.00 6,552.90	960.00 027929
7/23/20	01366	7/14/20 6603895 7/14/20 6603895 7/14/20 6603895	202007 390-57200-54600 2019 CUSHMAN HAULER 800X 202007 350-57200-46100 2020 EZGO RXV ELITE FREE	TCF NATIONAL BANK		*	6,800.90	027930
7/23/20	01366	7/14/20 6603895 7/14/20 6603895 7/14/20 6603895	202007 390-57200-54600 2019 CUSHMAN HAULER 800X 202007 350-57200-46100 2020 EZGO RXV ELITE FREE	VIER --VIERA EAST--	HSMITH			



CHECK VENDOR# .....INVOICE.....EXPENSED TO..... VENDOR NAME STATUS AMOUNT .....CHECK.....  
DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS

7/23/20	01165	7/10/20	63410369	202007	300-13100-10000		*		161.55	
			GF ADMIN PREMIUM							
7/10/20	63410369	202007	300-13100-10000				*		200.65	
			GF MAINT PREMIUM							
7/10/20	63410369	202007	390-57200-22000				*		655.91	
			GC MAINT PREMIUM							
7/10/20	63410369	202007	340-57200-22000				*		85.00	
			GC OPS PREMIUM							

UNITED HEALTHCARE INSURANCE COMPANY

7/24/20	01324	7/16/20	8999	STM	202007	300-13100-10000	*		276.80	1,103.11	027931
			FOREVER STAMPS								
7/16/20	8999	STM	202007	320-57200-51100			*		60.06		
			BINDERS & DIVIDERS								
7/16/20	8999	STM	202007	390-57200-51100			*		31.98		
			NO ALCOHOL SIGN								
7/16/20	8999	STM	202007	390-57200-49800			*		179.97		
			DIGITAL THERMOMETER								
7/16/20	8999	STM	202007	300-13100-10000			*		34.94		
			MAILMAN JOEYS POSTAGE								
7/16/20	8999	STM	202007	390-57200-51100			*		35.70		
			PAPER TOWELS								
7/16/20	8999	STM	202007	320-57200-41000			*		106.00		
			CRICKET WIRELESS								
7/16/20	8999	STM	202007	320-57200-51000			*		6.99		
			PHONE CORD DETANGLER								
7/16/20	8999	STM	202007	320-57200-48000			*		197.50		
			TRIPADVISOR PLAQUE								
7/16/20	8999	STM	202007	320-57200-34100			*		12.99		
			AMAZON PRIME DUES								

REGIONS BANK

7/29/20	01489	7/27/20	07272020	202007	300-20300-10000		*		3,132.69	942.93	027932
			MEMBERSHIP REFUND								

PATRICIA BEVAN

8/07/20	00782	7/23/20	45003	202007	340-57200-51100		*		25.50	3,132.69	027933
			INV 45003								
7/23/20	45003	202007	320-57200-51100				*		74.59		
			INV 45003								
8/06/20	45971	202007	340-57200-51100				*		25.50		
			INV. 45971								
8/06/20	45971	202007	320-57200-51100				*		74.59		
			INV. 45971								

A LINEN CONNECTION

									200.18	207934	

VIER --VIERA EAST-- HSMITH

AP300R				YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER				PAGE 4	
*** CHECK DATES 07/18/2020 - 08/19/2020 ***				VIERA EAST-GOLF COURSE				8/19/20	
				BANK B VIERA EAST-GOLF					
CHECK DATE	VEND#	.....INVOICE.....	EXPENSED TO.....	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.....	AMOUNT
		DATE	INVOICE	YRMO DPT ACCT#	SUB			AMOUNT	
8/07/20	01413	7/21/20	90923228	202007 300-14200-10000		*	684.70		
			909232285	GOLFBALLS					
8/07/20	01380	7/24/20	1073	202007 320-57200-54500	ACUSHNET COMPANY	*	95.00		684.70 027935
			CHECK PRINTER INSTALL						
8/07/20	00024	7/21/20	ACT 112664	202007 320-57200-43000	BLACK HOLE MAKERS LLC	*	170.68		95.00 027936
		7/21/20	ACT 112664	202007 330-57200-43000		*	170.68		
		7/21/20	ACT 112664	202007 340-57200-43000		*	170.67		
		7/22/20	ACT 112664	202007 390-57200-43000		*	536.29		
		7/23/20	ACT 70192	202007 320-57200-43000		*	70.73		
			ACT 141774						
8/07/20	00279	7/31/20	00076515	202007 320-57200-54000	CITY OF COCOA UTILITIES	*	200.00		1,119.05 027937
			OUTDOOR REC. BOWLING MARI						
8/07/20	01132	7/21/20	36826630	202007 300-13100-10000	CITY OF ROCKLEDGE	*	173.16		200.00 027938
		7/21/20	INV. 36826630801770			*	151.13		
		7/21/20	INV. 36826630801770			*	313.52		
		7/21/20	INV. 36826630801770			*			
8/07/20	01241	7/30/20	20JUL-94	202007 320-57200-46000	COLONIAL LIFE	*	250.00		637.81 027939
			QUARTERLY WINDOW CLEANING						
8/07/20	01484	7/12/20	8596-202	202007 320-57200-48000	CRYSTAL HI RISE, INC.	*	332.60		250.00 027940
			INV 8596-202009						
8/07/20	01388	7/20/20	AR532802	202007 390-57200-54600	DECIDED EXCELLENCE CATHOLIC MEDIA	*	115.76		332.60 027941
			INV AR5328023						
8/07/20	01333	7/31/20	GC JULY 16-31	202007 300-34700-00714	DEX IMAGING	*	247.95		115.76 027942
					DIVOTS GRILLE				247.95 027943
					VIER --VIERA EAST-- HSMITH				

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT
8/07/20	01326	7/16/20	03631088	202007	390	57200	47500		CHEMICALS & HERBICIDE	*	730.00	
		7/17/20	03631101	202007	390	57200	47100		GOLF ROTORS JULY	*	647.30	
		7/17/20	03631101	202007	300	15500	10000		GOLF ROTORS AUG- SEPT	*	1,294.60	
8/07/20	00587	7/22/20	614610	202007	390	57200	46100		FIS OUTDOOR	*	528.67	2,671.90 027944
		7/22/20	614610	202007	300	13100	10000		INV 614610 GC	*	260.39	
		7/22/20	614611	202007	390	57200	46110		INV 614610 GF	*	328.55	
		7/22/20	614611	202007	300	13100	10000		INV 614611 GC	*	161.82	
		7/23/20	606283	202007	390	57200	46100		INV 614611 GF	*	357.70	
		7/23/20	606283	202007	300	13100	10000		INV. 606283 GC	*	176.18	
8/07/20	00194	7/17/20	01NVO107	202007	390	57200	47500		GLOVER OIL COMPANY INC	*	542.58	1,813.31 027945
			SA MOLE CRICKET BAIT CARB									
8/07/20	01327	8/05/20	INV00022	202007	320	57200	48000		GOLF VENTURES INC	*	350.00	542.58 027946
			INV00022045									
8/07/20	01355	8/01/20	12824	202007	350	57200	46100		GOLFNOW G1, LLC	*	702.00	350.00 027947
			IPAR7 PRO LEASE									
8/07/20	00159	8/03/20	70882	202007	390	57200	49800		GPS TECHNOLOGIES, INC.	*	34.65	702.00 027948
		8/03/20	70882	202007	390	57200	46000		SAFETY PRODUCTS	*	5.95	
			SAFETY PRODUCTS									
8/07/20	00483	7/25/20	STMT 061	202007	390	57200	47100		ISLANDER GOLF SUPPLY, INC.	*	190.10	40.60 027949
		7/25/20	STMT 061	202007	300	13100	10000		LOWES SUPPLIES	*	125.68	
			LOWES SUPPLIES									
									LOWE'S			315.78 027950

VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	.....INVOICE DATE	.....INVOICE	.....EXPENSED TO..... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
8/07/20	01350	7/29/20	18260969	202007 300-15500-10000			*	511.54	
			INV. 18260969						
7/29/20	18260969	202007 350-57200-46100					*	235.79	
			INV. 18260969						
MARLIN BUSINESS BANK									
8/07/20	01490	7/31/20	05864	202007 320-57200-54210			*	200.00	747.33 027951
			EYEBALL CAMERA JULY						
7/31/20	05864	202007 300-15500-10000					*	400.00	
			EYEBALL CAMERA AUG- SEPT						
MODERN SECURITY SYSTEMS									
8/07/20	00180	7/27/20	132516	202007 390-57200-46000			*	239.96	600.00 027952
			INV 132516 SUPPLIES						
NAPA AUTO PARTS									
8/07/20	00127	7/28/20	613657	202007 390-57200-49800			*	132.51	239.96 027953
			INV 613657 SUPPLIES						
PRECISION									
8/07/20	00603	8/04/20	130993	202007 390-57200-46000			*	33.80	132.51 027954
			INV. 130993 SUPPLIES						
ROCKLEDGE MOWER & SERVICE									
8/07/20	01334	7/27/20	10189379	202007 390-57200-47500			*	604.31	33.80 027955
			CORROSIVE LIQUID						
SITEONE LANDSCAPE SUPPLY, LLC									
8/07/20	01210	7/25/20	80591215	202007 320-57200-51000			*	78.99	604.31 027956
			INV 3452205172						
STAPLES ADVANTAGE									
8/07/20	01479	8/04/20	003	202007 350-57200-51100			*	285.00	78.99 027957
			38 FACE MASKS						
TAMARA HOUSTON									
8/07/20	01476	7/22/20	P5001985	202007 390-57200-47500			*	185.00	285.00 027958
			TURF FUEL THE WORKS						
TARGET SPECIALTY PRODUCTS									
8/07/20	01468	7/20/20	1179	202007 390-57200-47500			*	230.00	185.00 027959
			MICRONUTRIENTS & FEEDING						
7/27/20	1188	202007 390-57200-47500					*	246.10	
			MICRONUTRIENTS & FIELDING						
TBT TURF SERVICES, LLC									
									476.10 027960

VIER --VIERA EAST-- HSMITH

AP300R			YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										8/19/20		PAGE
*** CHECK DATES 07/18/2020 - 08/19/2020 ***			VIERA EAST- GOLF COURSE												
			BANK B VIERA EAST-GOLF												
CHECK DATE	VEND#	.....INVOICE.....	DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#	
8/07/20	01366	7/19/20	6609009	202007	390-57200-54600					TORO TURF PACKAGE	*	5,115.96			
		7/20/20	6609010	202007	390-57200-54600					KUBOTA LELY SPREADER	*	372.48			
		7/24/20	6613708	202007	390-57200-54600					TORO WORKMAN HDX & PRO SW	*	652.34			
		7/29/20	6622037	202007	390-57200-54600					TORO REELMASTER	*	1,065.98			
TCF NATIONAL BANK															
8/07/20	01281	8/01/20	09012017	202007	390-57200-22500					INV. 09012017	*	500.00	7,206.76	027961	
THOMAS TRAMMELL															
8/07/20	00807	7/07/20	91212143	202007	390-57200-54100					UNIFORMS 7/7/20	*	147.88	500.00	027962	
		7/14/20	91212155	202007	390-57200-54100					UNIFORMS 7/14/20	*	147.88			
		7/21/20	91212166	202007	390-57200-54100					UNIFORMS 7/21/20	*	147.88			
		7/28/20	91212177	202007	390-57200-54100					UNIFORMS 7/28/20	*	147.88			
UNIFIRST CORPORATION															
8/07/20	00068	7/24/20	9112291-	202007	320-57200-34100					6 YARD DUMPSTER 3X WEEK	*	351.94	591.52	027963	
		7/24/20	9112692-	202007	390-57200-47900					6 YARD DUMPSTER 1X WEEK	*	140.82			
WASTE MANAGEMENT															
8/07/20	00117	7/21/20	40967165	202007	390-57200-46000					40967165 JULY	*	659.14	492.76	027964	
		7/21/20	40967165	202007	300-15500-10000					40967165 AUG- SEPT	*	1,318.29			
WESCOTURF INC.															
8/07/20	01397	7/29/20	713879	202007	350-57200-46100					1 YTIAR GOLF CART	*	97.00	1,977.43	027965	
		7/29/20	713936	202007	350-57200-46100					I YUIAS GOLF CART	*	164.00			
YAMAHA MOTOR FINANCE CORP, USA															
8/07/20	01491	7/29/20	5609-20-	202007	340-57200-43000					4150/R30429/3436102 WATER	*	500.00	261.00	027966	
BC BOARD OF COUNTY COMMISSIONERS															
													500.00	027967	
VIER --VIERA EAST-- HSMITH															

AP300R

\*\*\* CHECK DATES 07/18/2020 - 08/19/2020 \*\*\*

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER

RUN

8/19/20

PAGE 8

VIERA EAST-GOLF COURSE  
BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	INVOICE DATE	INVOICE YRMO	EXPENSED TO DPT ACCT#	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT
8/07/20	01344	8/06/20	CAC 1816	202008	320-57200-46000	ANNUAL PREVENTATIVE MAINT	*	270.00	
8/13/20	01485	8/05/20	90933559	202008	300-14200-10000	DIAL PLUMBING & A/C INC.	*	1,230.94	270.00 027968
8/13/20	01371	8/02/20	40183643	202008	300-15500-10000	ACUSHNET COMPANY	*	1,144.55	1,230.94 027969
8/13/20	00430	8/13/20	12008139	202008	390-57200-49800	ADT SECURITY SERVICES	*	81.25	1,144.55 027970
8/13/20	01380	8/13/20	1093	202008	320-57200-54500	FIRST AID SUPPLIES	*	95.00	81.25 027971
8/13/20	00065	5/02/20	07133100	202005	320-57200-34100	PHONE & INTERNET CREDIT	*	387.51	95.00 027972
8/02/20	03028310	202008	320-57200-34100		INTERNET		*	396.70	
8/02/20	07133100	202008	320-57200-34100		INTERNET		*	167.37	
8/13/20	01458	8/10/20	7407316	202008	320-57200-46000	BRIGHT HOUSE NETWORKS	*	10.56	176.56 027973
8/13/20	01196	8/10/20	92240833	202008	350-57200-46300	SERVICED VEHICLE	*	21.25	10.56 027974
8/13/20	01071	8/01/20	382	202008	310-57200-31700	DISSEMINATION AGENT	*	83.33	21.25 027975
8/13/20	00130	7/15/20	32226915	202007	340-57200-51100	SUPPLIES	*	44.67	83.33 027976
8/13/20	01257	7/31/20	54787	202008	320-57200-46000	REPAIR PARTS AUG	*	392.10	44.67 027977

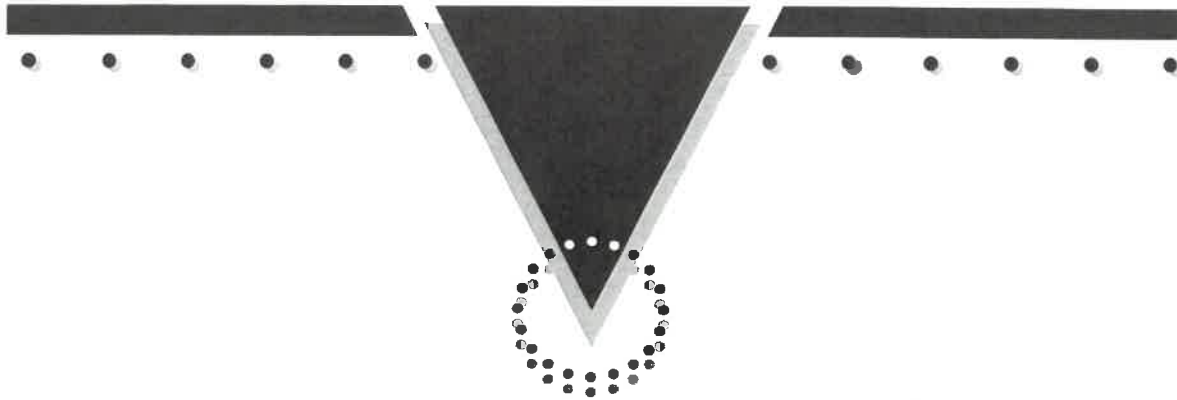
VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	.....INVOICE.....	DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
			7/31/20	54787	202008	300-15500-10000				THOR GUARD, INC.	*	784.21	
						REPAIR PARTS SEPT OCT							1,176.31 027978
8/13/20	01445	8/05/20	200478	A	202008	390-57200-43000				LED LIGHTING 2004728 GC	*	201.80	
		8/05/20	200478	A	202008	300-13100-10000				LED LIGHTING 2004728 GF	*	201.80	
		8/05/20	200478	A	202008	320-57200-43000				LED LIGHTING 2004728 GC	*	201.80	
		8/05/20	200478	A	202008	340-57200-43000				LED LIGHTING 2004728 GC	*	201.79	
										BANLEACO			807.19 027979
8/13/20	00499	8/11/20	23840		202008	300-13100-10000				D&R 30 YD CONTAINER	*	240.00	
										DANNY'S RECYCLING & HAULING, INC.			240.00 027980
8/13/20	01421	8/31/20	0720-TR7	202008	300-13100-10000					GF ADMIN WAGEWORKS	*	8.33	
		8/31/20	0720-TR7	202008	300-13100-10000					GF MAINT WAGEWORKS	*	33.33	
		8/31/20	0720-TR7	202008	300-15500-10000					GC MAINT WAGEWORKS	*	58.34	
										WAGEWORKS, INC.			100.00 027981
										TOTAL FOR BANK B		63,782.63	
										TOTAL FOR REGISTER		63,782.63	

VIER --VIERA EAST-- HSMITH

## SECTION B





**Viera East  
Community Development  
District**

**Unaudited Financial Reporting**

**July 31, 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  
July 31, 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>
<b>Assets</b>					
Operating Account	\$349,104	\$61,507	----	\$243,360	\$653,972
Accounts Receivable	----	----	----	\$1,308	\$1,308
Rent Receivable	----	----	----	\$721	\$721
Due From Golf Course	\$92,462	----	----	----	\$92,462
Due From General Fund	----	----	----	\$103,113	\$103,113
Due From Capital Reserve	----	----	----	\$837	\$837
Due from Debt Service	\$11,030	----	----	\$22,922	\$33,953
Due from Other	----	----	----	\$2,678	\$2,678
Due from Capital Projects	----	----	----	\$26,181	\$26,181
Inventory - Pro Shop	----	----	----	\$76,814	\$76,814
<b>Investments:</b>					
State Board	----	\$117,839	----	----	\$117,839
Benefit Assessment- Series 2012	----	----	----	\$4,085	\$4,085
Reserve - Series 2012	----	----	----	\$280,145	\$280,145
Bond Service 2006	----	----	\$509,186	----	\$509,186
Improvements (Net of Depreciation)	----	----	----	\$1,191,838	\$1,191,838
Prepaid Expenses- Debt	----	----	----	\$68,333	\$68,333
Prepaid Expenses- Operations	\$6,201	----	----	\$55,401	\$61,602
<b>Total Assets</b>	<b>\$458,798</b>	<b>\$179,346</b>	<b>\$509,186</b>	<b>\$2,077,738</b>	<b>\$3,225,069</b>
<b>Liabilities</b>					
Accounts Payable	\$2,450	----	----	\$23,774	\$26,225
Accrued Expenses	\$14,280	----	----	\$1,348	\$15,628
Deferred Revenue- Season Advance	----	----	----	\$70,894	\$70,894
Deferred Revenue- Special Assessments O&M	----	----	----	\$3,755	\$3,755
Deferred Revenue- Special Assessments Debt	----	----	----	\$106,162	\$106,162
Deposit-Divots Grill	----	----	----	\$2,000	\$2,000
Due to General Fund	----	----	\$11,030	\$92,462	\$103,493
Accrued Interest Payable	----	----	----	\$39,207	\$39,207
Sales Tax Payable	----	----	----	\$9,910	\$9,910
Event Deposits	----	----	----	\$298	\$298
Due to Golf Course	\$103,113	\$837	\$22,922	----	\$126,872
Accrued Payroll Payable	\$9,088	----	----	\$19,913	\$29,002
Bonds Payable - Series 2012	----	----	----	\$3,305,000	\$3,305,000
Bond Discount	----	----	----	(\$15,817)	(\$15,817)
Deferred Loss	----	----	----	(\$159,029)	(\$159,029)
<b>Fund Equity</b>					
Net Assets	----	----	----	(\$1,422,139)	(\$1,422,139)
<b>Fund Balances</b>					
Assigned - First Quarter	\$176,000	----	----	----	\$176,000
Nonspendable - Prepaid Expense	\$6,201	----	----	----	\$6,201
Unassigned	\$147,665	----	----	----	\$147,665
Assigned- Capital Reserve Fund	----	\$178,509	----	----	\$178,509
Restricted for Debt Service	----	----	\$475,234	----	\$475,234
<b>Total Liabilities, Fund Equity, Other</b>	<b>\$458,798</b>	<b>\$179,346</b>	<b>\$509,186</b>	<b>\$2,077,738</b>	<b>\$3,225,069</b>

**Viera East**  
**Community Development District**  
General Fund  
Statement of Revenues & Expenditures  
For Period Ending July 31, 2020

<b>Adopted Budget</b>	<b>Prorated Budget 7/31/20</b>	<b>Actual 7/31/20</b>	<b>Variance</b>
---------------------------	------------------------------------	---------------------------	-----------------

**Revenues**

Maintenance Assessments	\$808,157	\$808,157	\$808,157	\$1
Golf Course Administrative Services	\$56,280	\$46,900	\$46,900	\$0
Interest Income	\$100	\$83	\$5	(\$78)
<b>Total Revenues</b>	<b>\$864,536</b>	<b>\$855,139</b>	<b>\$855,062</b>	<b>(\$78)</b>

**Administrative Expenditures**

Supervisors Fees	\$30,496	\$25,413	\$19,207	\$6,207
Engineering Fees	\$5,000	\$4,167	\$5,905	(\$1,738)
Attorney's Fees	\$5,000	\$4,167	\$5,854	(\$1,687)
Dissemination	\$1,000	\$833	\$833	\$0
Trustee Fees	\$5,600	\$4,667	\$4,667	(\$0)
Annual Audit	\$6,500	\$5,417	\$5,417	(\$0)
Collection Agent	\$2,500	\$2,083	\$2,083	\$0
Management Fees	\$100,440	\$83,700	\$83,700	\$0
Postage	\$1,500	\$1,250	\$2,540	(\$1,290)
Printing & Binding	\$2,500	\$2,083	\$1,103	\$980
Insurance- Liability	\$7,293	\$6,078	\$5,663	\$414
Legal Advertising	\$2,500	\$2,083	\$1,791	\$293
Other Current Charges	\$1,500	\$1,250	\$1,072	\$178
Office Supplies	\$3,000	\$2,500	\$343	\$2,157
Dues & Licenses	\$175	\$146	\$146	(\$0)
Information Technology	\$3,400	\$2,833	\$2,833	\$0
<b>Total Administrative</b>	<b>\$178,404</b>	<b>\$148,670</b>	<b>\$143,158</b>	<b>\$5,513</b>

**Viera East**  
**Community Development District**  
General Fund  
Statement of Revenues & Expenditures  
For Period Ending July 31, 2020

Adopted Budget	Prorated Budget 7/31/20	Actual 7/31/20	Variance
-------------------	----------------------------	-------------------	----------

**Operating Expenditures**

Salaries	\$141,817	\$118,181	\$119,896	(\$1,715)
Administrative Fee	\$1,566	\$1,305	\$1,350	(\$45)
FICA Expense	\$10,849	\$9,041	\$8,400	\$641
Employee Insurance	\$8,551	\$7,126	\$12,674	(\$5,548)
Workers Compensation	\$2,780	\$2,317	\$3,275	(\$958)
Unemployment	\$853	\$711	\$840	(\$129)
Other Contractual	\$7,000	\$5,833	\$6,773	(\$940)
Training	\$500	\$417	\$0	\$417
Uniforms	\$500	\$417	\$0	\$417
<b>Total Operating</b>	<b>\$174,416</b>	<b>\$145,347</b>	<b>\$153,208</b>	<b>(\$7,861)</b>

**Maintenance Expenditures**

Canal Maintenance	\$14,000	\$11,667	\$0	\$11,667
Lake Bank Restoration	\$60,000	\$55,950	\$55,950	\$0
Environmental Services	\$20,000	\$16,667	\$5,241	\$11,425
Water Management System	\$99,000	\$82,500	\$83,764	(\$1,264)
Control Burns	\$15,000	\$12,500	\$0	\$12,500
Contingencies	\$5,000	\$4,167	\$985	\$3,182
Fire Line Maintenance	\$5,000	\$4,167	\$1,275	\$2,891
Basin Repair	\$4,000	\$3,333	\$1,585	\$1,748
<b>Total Maintenance</b>	<b>\$222,000</b>	<b>\$190,950</b>	<b>\$148,800</b>	<b>\$42,150</b>

**Viera East**  
**Community Development District**  
General Fund  
Statement of Revenues & Expenditures  
For Period Ending July 31, 2020

Adopted Budget	Prorated Budget 7/31/20	Actual 7/31/20	Variance
-------------------	----------------------------	-------------------	----------

**Grounds Maintenance Expenditures**

Salaries	\$154,278	\$128,565	\$117,945	\$10,620
Administrative Fees	\$3,695	\$3,079	\$2,997	\$82
FICA	\$11,802	\$9,835	\$8,772	\$1,063
Health Insurance	\$16,867	\$14,056	\$13,838	\$217
Workers Compensation	\$3,024	\$2,520	\$3,221	(\$701)
Unemployment	\$2,120	\$1,767	\$1,906	(\$139)
Telephone	\$5,000	\$4,167	\$5,175	(\$1,008)
Utilities	\$5,000	\$4,167	\$5,528	(\$1,361)
Property Appraiser	\$1,990	\$1,990	\$1,988	\$3
Insurance	\$1,395	\$1,163	\$1,260	(\$98)
Repairs	\$12,000	\$10,000	\$26,584	(\$16,584)
Fuel	\$7,500	\$6,250	\$11,570	(\$5,320)
Park Maintenance	\$3,000	\$2,500	\$1,305	\$1,195
Sidewalk Maintenance	\$5,000	\$5,000	\$11,118	(\$6,118)
Chemicals	\$5,000	\$4,167	\$3,058	\$1,108
Contingencies	\$5,000	\$4,167	\$1,285	\$2,882
Refuse	\$8,000	\$6,667	\$4,866	\$1,800
Office Supplies	\$750	\$625	\$176	\$449
Uniforms	\$3,000	\$2,500	\$2,127	\$373
Fire Alarm System	\$4,000	\$3,333	\$1,876	\$1,458
Rain Bird Pump System	\$27,576	\$22,980	\$22,984	(\$4)
Maintenance Reserve - Transfer Out	\$3,719	\$3,099	\$3,099	(\$0)
Maintenance Reserve - Transfer Out (Excess)	\$0	\$0	\$0	\$0

<b>Total Grounds Maintenance</b>	<b>\$289,716</b>	<b>\$242,595</b>	<b>\$252,679</b>	<b>(\$10,084)</b>
----------------------------------	------------------	------------------	------------------	-------------------

<b>Total Expenditures</b>	<b>\$864,536</b>	<b>\$727,562</b>	<b>\$697,845</b>	<b>\$29,717</b>
---------------------------	------------------	------------------	------------------	-----------------

<b>Excess Revenue/(Expenditures)</b>	<b>\$0</b>	<b>\$157,217</b>
--------------------------------------	------------	------------------

<b>Beginning Fund Balance</b>	<b>\$0</b>	<b>\$172,649</b>
-------------------------------	------------	------------------

<b>Ending Fund Balance</b>	<b>\$0</b>	<b>\$329,866</b>
----------------------------	------------	------------------

**Viera East**  
**Community Development District**  
 Capital Reserve Fund  
 Statement of Revenues & Expenditures  
 For Period Ending July 31, 2020

<b>Adopted Budget</b>	<b>Prorated Budget 7/31/20</b>	<b>Actual 7/31/20</b>	<b>Variance</b>
---------------------------	------------------------------------	---------------------------	-----------------

**Revenues**

Interest Income	\$2,500	\$2,083	\$3,014	\$931
Reserve Funding - Transfer In (General)	\$3,719	\$3,099	\$3,098	(\$1)
Reserve Funding - Transfer In (Golf)	\$7,940	\$6,617	\$13,129	\$6,512
Reserve Funding - Transfer In (General Excess)	\$0	\$0	\$0	\$0

<b>Total Revenues</b>	<b>\$14,159</b>	<b>\$11,799</b>	<b>\$19,241</b>	<b>\$7,442</b>
-----------------------	-----------------	-----------------	-----------------	----------------

**Expenditures**

Capital Outlay	\$100,000	\$100,000	\$101,518	(\$1,518)
Truck Maintenance	\$25,000	\$0	\$0	\$0
Transfer Out	\$0	\$0	\$0	\$0

<b>Total Expenditures</b>	<b>\$125,000</b>	<b>\$100,000</b>	<b>\$101,518</b>	<b>(\$1,518)</b>
---------------------------	------------------	------------------	------------------	------------------

<b>Excess Revenues/(Expenditures)</b>	<b>(\$110,841)</b>	<b>(\$82,277)</b>		
---------------------------------------	--------------------	-------------------	--	--

<b>Beginning Fund Balance</b>	<b>\$283,792</b>	<b>\$260,786</b>		
-------------------------------	------------------	------------------	--	--

<b>Ending Fund Balance</b>	<b>\$172,950</b>	<b>\$178,509</b>		
----------------------------	------------------	------------------	--	--

# Viera East Community Development District

Capital Reserve Fund  
Capital Outlay Check Register Detail  
For Period Ending July 31, 2020

Check Date	Vendor	Detail	Amount
<b><u>Capital Outlay</u></b>			
<i>FY2020</i>			
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
6/9/20	Greenberg Trairug	Series 2020 Escrow Agreement	\$ 47,500.00
6/18/20	Fishkind Litigation Services	Deposition	\$ 7,425.00
6/18/20	Regions Bank	Wire Fee	\$ 30.00
7/31/20	Regions Bank	Wire Fee	\$ 30.00
7/9/20	Modern Security Systems	50% Deposit	\$ 3,850.00
7/20/20	Modern Security Systems	Final Payment	\$ 3,850.00
<b>Total</b>			<b><u>\$ 101,517.48</u></b>



**Viera East**  
**Community Development District**  
Debt Service Fund  
Statement of Revenues & Expenditures  
For Period Ending July 31, 2020

	<b>Adopted Budget</b>	<b>Prorated Budget 7/31/20</b>	<b>Actual 7/31/20</b>	<b>Variance</b>
<b><u>Revenues</u></b>				
Special Assessments	\$2,376,297	\$2,376,297	\$2,376,297	\$0
Interest Income	\$1,500	\$1,250	\$953	(\$297)
<b>Total Revenues</b>	<b>\$2,377,797</b>	<b>\$2,377,547</b>	<b>\$2,377,250</b>	<b>(\$297)</b>
<b><u>Expenditures</u></b>				
<b><u>Series 2006</u></b>				
Interest-11/1	\$184,719	\$184,719	\$184,719	\$0
Interest-5/1	\$184,719	\$184,719	\$184,719	\$0
Principal-5/1	\$2,020,000	\$2,020,000	\$2,020,000	\$0
<b>Total Expenditures</b>	<b>\$2,389,438</b>	<b>\$2,389,438</b>	<b>\$2,389,438</b>	<b>\$0</b>
<b>Excess Revenues/(Expenditures)</b>	<b>(\$11,641)</b>		<b>(\$12,187)</b>	
<b>Beginning Fund Balance</b>	<b>\$466,966</b>		<b>\$487,421</b>	
<b>Ending Fund Balance</b>	<b>\$455,326</b>		<b>\$475,234</b>	

**Viera East**  
**Community Development District**  
**Golf Course/Recreation Fund - Operations**  
**Statement of Revenues & Expenditures**  
**For Period Ending July 31, 2020**

	Adopted Budget		Current Month		Year-to-Date	
	Budget		Actuals	Budget	Actuals	Variance
<i>Number of Rounds</i>						
Paid Rounds	35,250		3,130	2,260	32,642	30,967
Member Rounds	10,000		628	641	7,744	8,785
Comp Rounds	3,000		276	192	3,112	2,636
EZ Links	3,000		42	192	1,603	2,569
GolfNow	2,000		257	128	894	1,757
Total Memberships	60		1	-	64	4
<i>Revenue per Round</i>						
Paid Rounds	\$41		\$28	\$37	\$35	\$42
<i>Revenues</i>						
Greens Fees/Cart Fees	\$1,460,610	\$88,398	\$84,715	\$3,683	\$1,130,309	\$1,296,291
Gift Cards - Sales	\$25,000	\$275	\$1,450	(\$1,175)	\$6,820	\$22,188
Gift Cards - Usage	(\$25,000)	(\$456)	\$17,113	\$4,933	(\$11,074)	(\$22,188)
Season Advance/Trail Fees	\$210,000	\$17,138	\$2,436	\$4,933	\$180,396	\$186,375
Associate Memberships	\$42,000	\$1,738	\$4,640	(\$698)	\$33,180	\$37,275
Driving Range	\$80,000	\$5,681	\$2,100	\$1,041	\$62,978	\$71,000
Golf Lessons	\$2,100	\$175	\$122	\$53	\$1,690	\$1,864
Merchandise Sales	\$115,000	\$11,103	\$6,670	\$4,433	\$95,511	\$102,063
Restaurant	\$20,000	\$1,076	\$1,160	(\$84)	\$21,884	\$17,750
Special Assessments - Operations	\$22,527	\$1,877	\$1,879	(\$2)	\$18,773	\$18,769
Miscellaneous Income	\$15,000	\$239	\$1,251	(\$1,012)	\$20,032	\$12,498
<b>Total Revenues</b>	<b>\$1,967,237</b>	<b>\$127,219</b>	<b>\$115,053</b>	<b>\$12,166</b>	<b>\$1,560,499</b>	<b>\$1,743,885</b>
<i>Golf Course Expenditures</i>						
Other Contractual Services	\$15,000	\$1,075	\$1,251	\$176	\$12,365	\$12,498
Telephone/Internet	\$5,500	\$106	\$459	\$353	\$2,387	\$4,583
Postage	\$1,500	\$0	\$125	\$125	\$6,335	\$1,250
Printing & Binding	\$1,000	\$0	\$83	\$83	\$401	\$833
Utilities	\$5,000	\$520	\$417	(\$103)	\$4,575	\$4,166
Repairs & Maintenance	\$7,000	\$1,232	\$584	(\$648)	\$2,141	\$5,832
Advertising	\$45,000	\$2,064	\$3,753	\$1,689	\$24,540	\$37,494
Bank Charges	\$30,500	\$2,909	\$2,544	(\$365)	\$31,880	\$25,413
Office Supplies	\$4,000	\$86	\$334	\$248	\$2,524	\$3,333
Operating Supplies	\$5,000	\$209	\$417	\$208	\$2,821	\$4,166
Dues, Licenses & Subscriptions	\$8,000	\$1,080	\$667	(\$413)	\$7,371	\$6,666
Drug Testing - All Departments	\$200	\$0	\$17	\$17	\$190	\$167
Training, Education & Employee Relations	\$3,000	\$200	\$250	\$250	\$3,238	\$2,500
Contractual Security	\$3,000	\$200	\$250	\$50	\$1,584	\$2,500
IT Services	\$3,000	\$95	\$250	\$155	\$572	\$2,500
<b>Total Golf Course Expenditures</b>	<b>\$136,700</b>	<b>\$9,576</b>	<b>\$11,401</b>	<b>\$1,825</b>	<b>\$102,924</b>	<b>\$113,898</b>
						<b>\$10,975</b>

Viera East  
Community Development District  
Golf Course/Recreation Fund - Operations  
Statement of Revenues & Expenditures  
For Period Ending July 31, 2020

	Adopted Budget		Current Month		Year-to-Date	
	Actuals	Budget	Variance	Actuals	Budget	Variance
<i>Restaurant Expenditures</i>						
Utilities	\$10,500	\$824	\$673	\$7,222	\$9,224	\$2,002
Pest Control	\$1,200	\$190	\$77	\$1,046	\$1,054	\$8
Equipment Lease	\$1,100	\$96	\$71	\$976	\$966	(\$10)
<b>Total Restaurant Expenditures</b>	<b>\$12,800</b>	<b>\$1,110</b>	<b>\$820</b>	<b>\$9,245</b>	<b>\$11,245</b>	<b>\$2,000</b>
<i>Golf Operation Expenditures</i>						
Salaries	\$237,500	\$18,181	\$19,791	\$186,406	\$197,909	\$11,503
Administrative Fee	\$17,793	\$1,741	\$1,483	\$17,032	\$14,827	(\$2,205)
FICA Expense	\$18,781	\$1,391	\$1,565	\$14,248	\$15,650	\$1,402
Health Insurance	\$707	\$85	\$59	\$349	\$589	\$240
Workers Compensation	\$4,812	\$497	\$401	\$5,130	\$4,010	(\$1,121)
Unemployment	\$12,786	\$889	\$1,065	\$8,832	\$10,655	\$1,823
Golf Printing	\$2,200	\$0	\$183	\$1,206	\$1,833	\$628
Utilities	\$22,500	\$2,204	\$1,875	\$16,611	\$18,750	\$2,139
Repairs	\$250	\$0	\$21	\$145	\$208	\$64
Pest Control	\$1,200	\$190	\$100	\$1,046	\$1,000	(\$46)
Supplies	\$8,000	\$2,847	\$667	\$15,517	\$6,667	(\$8,850)
Uniforms	\$1,500	\$145	\$125	\$2,007	\$1,250	(\$757)
Training, Education & Employee Relations	\$2,000	\$0	\$167	\$260	\$1,667	\$1,407
Fuel	\$500	\$0	\$42	\$0	\$417	\$417
Cart Lease	\$90,753	\$9,191	\$7,563	\$66,167	\$75,628	\$9,460
Cart Maintenance	\$4,000	\$50	\$333	\$3,920	\$3,333	(\$587)
Driving Range	\$10,000	\$1,185	\$833	\$4,833	\$8,333	\$3,500
<b>Total Golf Operation Expenditures</b>	<b>\$435,282</b>	<b>\$38,595</b>	<b>\$36,273</b>	<b>\$343,709</b>	<b>\$362,725</b>	<b>\$19,016</b>
<i>Merchandise Sales</i>						
Cost of Goods Sold	\$77,000	\$28,457	\$6,417	\$82,388	\$64,167	(\$18,221)
<b>Total Merchandise Sales</b>	<b>\$77,000</b>	<b>\$28,457</b>	<b>\$6,417</b>	<b>\$82,388</b>	<b>\$64,167</b>	<b>(\$18,221)</b>

Viera East  
Community Development District  
Golf Course/Recreation Fund - Operations  
Statement of Revenues & Expenditures  
For Period Ending July 31, 2020

	Adopted Budget	Actuals	Current Month Budget	Variance	Actuals	Year-to-Date Budget	Variance
<i>Golf Course Maintenance</i>							
Salaries	\$470,000	\$35,837	\$39,167	\$3,330	\$353,608	\$391,667	\$38,059
Administrative Fees	\$11,867	\$903	\$989	\$86	\$9,089	\$9,889	\$800
FICA Expense	\$36,060	\$2,653	\$3,005	\$352	\$26,166	\$30,050	\$3,884
Employee Insurance	\$58,245	\$4,106	\$4,854	\$747	\$38,760	\$48,538	\$9,777
Workers Compensation	\$11,316	\$977	\$943	(\$34)	\$9,594	\$9,430	(\$164)
Unemployment	\$7,857	\$105	\$655	\$549	\$6,267	\$6,548	\$281
Drug Testing	\$420	\$0	\$35	\$35	\$0	\$350	\$350
Consulting Fees	\$6,000	\$500	\$500	\$0	\$5,000	\$5,000	\$0
Fire Alarm System	\$4,000	\$256	\$333	\$78	\$1,921	\$3,333	\$1,413
Telephone/Internet	\$500	\$0	\$42	\$42	\$0	\$417	\$417
Utilities/Water	\$26,200	\$2,475	\$2,183	(\$292)	\$22,100	\$21,833	(\$267)
Repairs	\$48,000	\$2,053	\$4,000	\$1,947	\$28,972	\$40,000	\$11,028
Fuel & Oil	\$40,000	\$3,359	\$3,333	(\$26)	\$23,496	\$33,333	\$9,838
Pest Control	\$1,000	\$154	\$83	(\$71)	\$1,097	\$833	(\$263)
Irrigation/Drainage	\$30,000	\$1,798	\$2,500	\$702	\$14,090	\$25,000	\$10,910
Sand and Topsoil	\$26,500	\$959	\$2,208	\$1,250	\$8,905	\$22,083	\$13,178
Flower/Mulch	\$7,000	\$0	\$583	\$583	\$8,527	\$5,833	(\$2,693)
Fertilizer	\$139,000	\$12,591	\$11,583	(\$1,008)	\$113,211	\$115,833	\$2,623
Seed/Sod	\$16,500	\$0	\$1,375	\$1,375	\$9,363	\$13,750	\$4,387
Trash Removal	\$2,000	\$141	\$167	\$26	\$1,549	\$1,667	\$118
Contingency	\$6,000	\$1,053	\$500	(\$553)	\$4,803	\$5,000	\$197
First Aid	\$600	\$347	\$50	(\$297)	\$1,043	\$500	(\$543)
Office Supplies	\$1,000	\$0	\$83	\$83	\$158	\$833	\$676
Operating Supplies	\$17,500	\$1,319	\$1,458	\$139	\$5,013	\$14,583	\$9,571
Training	\$500	\$0	\$42	\$42	\$1,931	\$417	(\$1,514)
Janitorial Supplies	\$1,500	\$0	\$125	\$125	\$30	\$1,250	\$1,220
Soil & Water Testing	\$1,000	\$0	\$83	\$83	\$0	\$833	\$833
Uniforms	\$8,500	\$592	\$708	\$117	\$6,789	\$7,083	\$295
Equipment Rental	\$2,500	\$0	\$208	\$208	\$0	\$2,083	\$2,083
Equipment Lease	\$163,000	\$14,770	\$13,583	(\$1,187)	\$144,379	\$135,833	(\$8,545)
Small Tools	\$500	\$0	\$42	\$42	\$0	\$417	\$417
<b>Total Golf Course Maintenance</b>	<b>\$1,145,065</b>	<b>\$86,948</b>	<b>\$95,422</b>	<b>\$8,474</b>	<b>\$845,858</b>	<b>\$954,221</b>	<b>\$108,363</b>

**Viera East**  
**Community Development District**  
 Golf Course/Recreation Fund - Operations  
 Statement of Revenues & Expenditures  
 For Period Ending July 31, 2020

	Adopted Budget	Actuals	Current Month Budget	Variance	Actuals	Year-to-Date Budget	Variance
<i>Administrative Expenditures</i>							
Legal Fees	\$1,500	\$0	\$125	\$125	\$1,740	\$1,250	(\$490)
Arbitrage	\$600	\$20	\$50	\$30	\$410	\$500	\$90
Dissemination	\$1,000	\$83	\$83	\$0	\$833	\$833	\$0
Trustee Fees	\$4,100	\$194	\$342	\$148	\$3,121	\$3,417	\$296
Annual Audit	\$1,500	\$125	\$125	\$0	\$1,250	\$1,250	\$0
Golf Course Administrative Services	\$56,280	\$4,690	\$4,690	\$0	\$46,900	\$46,900	\$0
Insurance	\$70,000	\$5,501	\$5,833	\$333	\$55,867	\$58,333	\$2,467
Property Taxes	\$10,000	\$1,535	\$833	(\$701)	\$13,277	\$8,333	(\$4,944)
<b>Total Administrative Expenditures</b>	<b>\$144,980</b>	<b>\$12,147</b>	<b>\$12,082</b>	<b>(\$66)</b>	<b>\$123,398</b>	<b>\$120,817</b>	<b>(\$2,581)</b>
Renewal & Replacement	\$7,940	\$0	\$662	\$662	\$13,129	\$6,617	(\$6,512)
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Reserves</b>	<b>\$7,940</b>	<b>\$0</b>	<b>\$662</b>	<b>\$662</b>	<b>\$13,129</b>	<b>\$6,617</b>	<b>(\$6,512)</b>
<b>Total Revenues</b>	<b>\$1,967,237</b>	<b>\$127,219</b>	<b>\$115,053</b>	<b>\$12,166</b>	<b>\$1,560,499</b>	<b>\$1,743,885</b>	<b>(\$183,386)</b>
<b>Total Expenditures</b>	<b>\$1,959,767</b>	<b>\$176,834</b>	<b>\$163,076</b>	<b>(\$13,758)</b>	<b>\$1,520,650</b>	<b>\$1,633,689</b>	<b>\$113,040</b>
<b>Operating Income (Loss)</b>	<b>\$7,470</b>	<b>(\$49,615)</b>	<b>(\$48,023)</b>	<b>(\$1,592)</b>	<b>\$39,849</b>	<b>\$110,196</b>	<b>(\$70,346)</b>
<i>Non Operating Revenues/(Expenditures)</i>							
Special Assessments	\$558,355	\$46,530	\$46,530	\$0	\$465,296	\$465,296	(\$0)
Interest Income	\$1,000	\$1	\$83	(\$82)	\$248	\$833	(\$586)
Transfer In	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Expense	(\$156,825)	(\$13,069)	(\$13,069)	\$0	(\$130,688)	(\$130,688)	\$0
Principal Expense	(\$410,000)	(\$34,167)	(\$34,167)	(\$0)	(\$341,667)	(\$341,667)	(\$0)
<b>Total Non Operating Revenues/(Expenditures)</b>	<b>(\$7,470)</b>	<b>(\$704)</b>	<b>(\$623)</b>	<b>(\$82)</b>	<b>(\$6,811)</b>	<b>(\$6,225)</b>	<b>(\$586)</b>
<b>Change in Net Assets</b>	<b>\$0</b>	<b>(\$50,319)</b>	<b>(\$48,645)</b>	<b>(\$1,674)</b>	<b>\$33,038</b>	<b>\$103,971</b>	<b>(\$70,933)</b>
<b>Beginning Net Assets</b>	<b>\$0</b>	----	----	----	<b>(\$1,455,177)</b>	----	----
<b>Ending Net Assets</b>	<b>\$0</b>	----	----	----	<b>(\$1,422,139)</b>	----	----

Viera East General Fund  
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b>Revenues</b>													
Maintenance Assessments	\$0	\$382,898	\$319,794	\$19,283	\$13,842	\$7,030	\$26,867	\$38,442	\$0	\$0	\$0	\$0	\$808,157
Golf Course Administrative Services	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$0	\$0	\$46,900
Interest Income	\$0	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5
<b>Total Revenues</b>	<b>\$4,690</b>	<b>\$387,588</b>	<b>\$324,484</b>	<b>\$23,973</b>	<b>\$18,537</b>	<b>\$11,720</b>	<b>\$31,557</b>	<b>\$43,132</b>	<b>\$4,690</b>	<b>\$4,690</b>	<b>\$0</b>	<b>\$0</b>	<b>\$855,062</b>
<b>Administrative Expenditures</b>													
Supervisors Fees	\$3,588	\$920	\$688	\$1,387	\$2,551	\$2,551	\$335	\$1,387	\$2,551	\$3,249	\$0	\$0	\$19,207
Engineering Fees	\$0	\$480	\$0	\$0	\$0	\$1,875	\$670	\$960	\$960	\$960	\$0	\$0	\$5,905
Attorney's Fees	\$2,404	\$0	\$0	\$0	\$0	\$0	\$229	\$3,222	\$0	\$0	\$0	\$0	\$5,854
Dissemination	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$833
Trustee Fees	\$467	\$467	\$467	\$467	\$467	\$467	\$467	\$467	\$467	\$467	\$0	\$0	\$4,667
Annual Audit	\$542	\$542	\$542	\$542	\$542	\$542	\$542	\$542	\$542	\$542	\$0	\$0	\$5,417
Collection Agent	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$0	\$0	\$2,083
Management Fees	\$8,370	\$8,370	\$8,370	\$8,370	\$8,370	\$8,370	\$8,370	\$8,370	\$8,370	\$8,370	\$0	\$0	\$83,700
Postage	\$265	\$96	\$389	\$23	\$367	\$284	\$396	\$262	\$79	\$380	\$0	\$0	\$2,540
Printing & Binding	\$82	\$221	\$342	\$44	\$44	\$66	\$0	\$0	\$228	\$76	\$0	\$0	\$1,103
Insurance- Liability	\$566	\$566	\$566	\$566	\$566	\$566	\$566	\$566	\$566	\$566	\$0	\$0	\$5,663
Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$853	\$937	\$0	\$0	\$1,791
Other Current Charges	\$25	\$79	\$46	\$23	\$119	\$23	\$92	\$36	\$43	\$586	\$0	\$0	\$1,072
Office Supplies	\$21	\$21	\$41	\$20	\$21	\$20	\$0	\$120	\$59	\$20	\$0	\$0	\$343
Dues & Licenses	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$0	\$0	\$146
Information Technology	\$283	\$283	\$283	\$283	\$283	\$283	\$283	\$283	\$283	\$283	\$0	\$0	\$2,833
<b>Total Administrative</b>	<b>\$16,919</b>	<b>\$12,352</b>	<b>\$12,041</b>	<b>\$12,031</b>	<b>\$13,636</b>	<b>\$15,353</b>	<b>\$12,256</b>	<b>\$16,521</b>	<b>\$15,307</b>	<b>\$16,742</b>	<b>\$0</b>	<b>\$0</b>	<b>\$143,158</b>
<b>Operating Expenditures</b>													
Salaries	\$12,066	\$12,980	\$10,870	\$12,479	\$10,196	\$12,798	\$11,862	\$12,349	\$11,937	\$12,359	\$0	\$0	\$119,896
Administration Fee	\$137	\$146	\$124	\$142	\$124	\$137	\$133	\$137	\$133	\$137	\$0	\$0	\$1,350
FICA Expense	\$903	\$985	\$719	\$853	\$746	\$826	\$812	\$891	\$818	\$847	\$0	\$0	\$8,400
Health Insurance	\$424	\$872	\$2,742	\$1,310	\$1,120	\$1,281	\$612	\$1,912	\$1,120	\$1,281	\$0	\$0	\$12,674
Workers Compensation	\$330	\$354	\$297	\$341	\$298	\$330	\$324	\$337	\$326	\$338	\$0	\$0	\$3,275
Unemployment	\$0	\$0	\$0	\$546	\$90	\$100	\$4	\$4	\$0	\$0	\$0	\$0	\$840
Other Contractual	\$667	\$718	\$667	\$688	\$688	\$595	\$716	\$872	\$715	\$449	\$0	\$0	\$6,773
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
<b>Total Operating</b>	<b>\$14,527</b>	<b>\$16,055</b>	<b>\$15,420</b>	<b>\$16,360</b>	<b>\$13,262</b>	<b>\$16,068</b>	<b>\$14,558</b>	<b>\$16,501</b>	<b>\$15,048</b>	<b>\$15,410</b>	<b>\$0</b>	<b>\$0</b>	<b>\$153,208</b>

Viera East General Fund  
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b>Maintenance Expenditures</b>													
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	\$220	\$0	\$835	\$0	\$0	\$5,241
Water Management System	\$8,059	\$8,087	\$9,087	\$8,087	\$7,887	\$9,287	\$7,887	\$8,087	\$9,207	\$8,087	\$0	\$0	\$83,764
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	\$0	\$0	\$300	\$0	\$0	\$0	\$0	\$1,275
Basin Repair	\$0	\$0	\$0	\$0	\$0	\$1,585	\$0	\$0	\$0	\$0	\$0	\$0	\$1,585
<b>Total Maintenance</b>	<b>\$10,679</b>	<b>\$26,452</b>	<b>\$9,087</b>	<b>\$46,977</b>	<b>\$8,876</b>	<b>\$11,847</b>	<b>\$7,948</b>	<b>\$8,607</b>	<b>\$9,404</b>	<b>\$8,922</b>	<b>\$0</b>	<b>\$0</b>	<b>\$148,800</b>
<b>Grounds Maintenance Expenditures</b>													
Salaries	\$11,474	\$12,005	\$10,134	\$11,946	\$10,472	\$11,861	\$12,348	\$12,706	\$12,279	\$12,721	\$0	\$0	\$117,945
Administrative Fees	\$305	\$324	\$275	\$314	\$275	\$305	\$295	\$305	\$295	\$305	\$0	\$0	\$2,997
FICA	\$852	\$901	\$749	\$885	\$776	\$879	\$917	\$957	\$912	\$945	\$0	\$0	\$8,772
Health Insurance	\$1,100	\$1,385	\$1,463	\$1,371	\$1,227	\$1,381	\$1,245	\$1,649	\$1,590	\$1,428	\$0	\$0	\$13,838
Workers Compensation	\$314	\$328	\$277	\$286	\$286	\$324	\$337	\$347	\$335	\$347	\$0	\$0	\$3,221
Unemployment	\$22	\$24	\$20	\$836	\$450	\$297	\$160	\$50	\$22	\$23	\$0	\$0	\$1,906
Telephone	\$432	\$535	\$529	\$519	\$517	\$519	\$519	\$540	\$1,066	\$539	\$0	\$0	\$5,175
Utilities	\$628	\$516	\$525	\$487	\$487	\$514	\$655	\$540	\$609	\$566	\$0	\$0	\$5,528
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	\$126	\$126	\$126	\$0	\$0	\$1,260
Repairs	\$4,835	\$3,733	\$1,369	\$688	\$797	\$9,031	\$275	\$604	\$3,422	\$1,830	\$0	\$0	\$26,584
Fuel	\$1,159	\$1,189	\$1,495	\$986	\$1,065	\$1,215	\$952	\$858	\$642	\$2,009	\$0	\$0	\$11,570
Park Maintenance	\$0	\$0	\$0	\$0	\$0	\$505	\$0	\$0	\$0	\$800	\$0	\$0	\$1,305
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	\$553	\$0	\$0	\$3,058
Contingencies	\$0	\$0	\$0	\$735	\$0	\$0	\$0	\$0	\$0	\$550	\$0	\$0	\$1,285
Refuse	\$240	\$0	\$720	\$786	\$480	\$960	\$480	\$720	\$240	\$240	\$0	\$0	\$4,866
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$111	\$54	\$11	\$0	\$0	\$0	\$0	\$176
Uniforms	\$232	\$186	\$232	\$186	\$196	\$249	\$199	\$199	\$249	\$199	\$0	\$0	\$2,127
Fire Alarm System	\$171	\$171	\$171	\$171	\$171	\$171	\$171	\$171	\$256	\$256	\$0	\$0	\$1,876
Rain Bird Pump System	\$2,298	\$2,298	\$2,298	\$2,298	\$2,298	\$2,298	\$2,299	\$2,298	\$2,298	\$2,298	\$0	\$0	\$22,984
Maintenance Reserve-Transfer Out	\$310	\$310	\$310	\$310	\$310	\$310	\$310	\$310	\$310	\$310	\$0	\$0	\$3,099
Maintenance Reserve-Transfer Out (PY Excess)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Grounds Maintenance</b>	<b>\$24,933</b>	<b>\$37,343</b>	<b>\$20,693</b>	<b>\$23,306</b>	<b>\$20,463</b>	<b>\$31,055</b>	<b>\$22,339</b>	<b>\$21,851</b>	<b>\$24,652</b>	<b>\$26,044</b>	<b>\$0</b>	<b>\$0</b>	<b>\$252,679</b>
<b>Total Expenditures</b>	<b>\$67,057</b>	<b>\$92,201</b>	<b>\$57,241</b>	<b>\$98,674</b>	<b>\$56,237</b>	<b>\$74,323</b>	<b>\$57,101</b>	<b>\$63,480</b>	<b>\$64,411</b>	<b>\$67,119</b>	<b>\$0</b>	<b>\$0</b>	<b>\$697,845</b>
<b>Excess Revenue/(Expenditures)</b>	<b>(\$64,367)</b>	<b>\$295,387</b>	<b>\$2,672,444</b>	<b>(\$74,702)</b>	<b>(\$37,700)</b>	<b>(\$62,604)</b>	<b>(\$25,544)</b>	<b>(\$20,148)</b>	<b>(\$59,721)</b>	<b>(\$62,429)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$157,217</b>



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	2,687	2,975	2,320	3,229	4,012	4,624	3,190	3,501	2,974	3,130	0	0	32,642
Member Rounds	574	647	566	955	807	1,061	950	883	673	628	0	0	7,744
Comp Rounds	192	259	187	380	316	366	252	590	294	276	0	0	3,112
EZLinks	124	169	150	230	214	206	169	169	130	42	0	0	1,603
GolfNow	49	79	53	93	81	81	77	81	43	257	0	0	894
<i>Revenue per Round</i>													
Paid Rounds	\$30	\$36	\$37	\$42	\$43	\$36	\$33	\$28	\$31	\$28	\$0	\$0	\$344

*Revenues:*

Greens Fees	\$79,719	\$107,182	\$85,489	\$135,425	\$170,915	\$167,889	\$104,181	\$99,426	\$91,683	\$88,398	\$0	\$0	\$1,130,309
Gift Cards - Sales	\$294	\$884	\$1,732	\$371	\$893	\$635	\$213	\$716	\$908	\$275	\$0	\$0	\$6,820
Gift Cards - Usage		(\$1,791)	(\$1,119)	(\$2,432)	(\$1,833)	(\$1,819)	(\$795)	(\$551)	(\$433)	(\$456)	\$0	\$0	(\$11,074)
Season Advance/Trail Fees	\$15,718	\$16,380	\$18,608	\$19,936	\$19,337	\$20,130	\$18,542	\$17,803	\$16,829	\$17,113	\$0	\$0	\$180,396
Associate Memberships	\$2,765	\$3,397	\$3,634	\$8,216	\$3,555	\$2,607	\$2,133	\$2,291	\$2,844	\$1,738	\$0	\$0	\$33,180
Driving Range	\$3,577	\$4,961	\$5,035	\$7,698	\$8,168	\$7,006	\$8,212	\$7,043	\$5,597	\$5,681	\$0	\$0	\$62,978
Golf Lessons	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$115	\$175	\$0	\$0	\$1,690
Merchandise Sales	\$6,479	\$8,654	\$10,744	\$8,375	\$12,097	\$9,935	\$10,715	\$8,607	\$8,801	\$11,103	\$0	\$0	\$95,511
Restaurant	\$1,237	\$2,018	\$2,617	\$2,027	\$3,507	\$2,372	\$3,061	\$1,870	\$2,099	\$1,076	\$0	\$0	\$21,884
Special Assessments - Operations	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$0	\$0	\$18,773
Miscellaneous Income	\$1,201	\$2,083	\$1,331	\$2,330	\$3,362	\$4,524	\$1,983	\$1,280	\$1,700	\$239	\$0	\$0	\$20,032
<b>Total Revenues</b>	<b>\$112,863</b>	<b>\$146,154</b>	<b>\$130,124</b>	<b>\$183,998</b>	<b>\$222,053</b>	<b>\$215,332</b>	<b>\$150,298</b>	<b>\$140,538</b>	<b>\$131,920</b>	<b>\$127,219</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,560,499</b>

*Golf Course Expenditures:*

Other Contractual Services	\$2,147	\$1,180	\$812	\$1,403	\$782	\$1,590	\$996	\$1,215	\$1,165	\$1,075	\$0	\$0	\$12,365
Telephone/Internet	\$393	\$289	\$393	\$393	\$393	\$104	\$104	\$106	\$106	\$106	\$0	\$0	\$2,387
Postage	\$3,074	\$3,080	\$47	\$0	\$0	\$0	\$0	\$90	\$44	\$0	\$0	\$0	\$6,335
Printing & Binding	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$401	\$0	\$0	\$0	\$401
Utilities	\$481	\$483	\$474	\$517	\$400	\$358	\$513	\$479	\$349	\$520	\$0	\$0	\$4,575
Repairs & Maintenance	\$117	\$20	\$287	\$250	\$0	\$0	(\$100)	\$0	\$335	\$1,232	\$0	\$0	\$2,141
Advertising	\$1,989	\$3,559	\$4,503	\$2,987	\$2,444	\$2,430	\$1,598	\$1,248	\$1,718	\$2,064	\$0	\$0	\$24,540
Bank Charges	\$1,669	\$2,301	\$3,021	\$2,653	\$4,043	\$4,545	\$4,382	\$3,099	\$3,257	\$2,909	\$0	\$0	\$31,880
Office Supplies	\$221	\$258	\$314	\$120	\$242	\$772	\$245	\$166	\$101	\$86	\$0	\$0	\$2,524
Operating Supplies	\$224	\$149	\$177	\$499	\$149	\$254	\$593	\$337	\$229	\$209	\$0	\$0	\$2,821
Dues, Licenses & Subscriptions	\$26	\$0	\$150	\$100	\$47	\$0	\$500	\$0	\$786	\$1,080	\$0	\$0	\$7,371
Drug Testing - All Departments	\$142	\$0	\$0	\$0	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$190
Training, Education & Employee Relations	\$20	\$165	\$2,268	\$165	\$0	\$0	\$18	\$359	\$243	\$0	\$0	\$0	\$3,238
Contractual Security	\$0	\$246	\$0	\$196	\$196	\$191	\$191	\$191	\$173	\$200	\$0	\$0	\$1,584
IT Services	\$0	\$0	\$0	\$0	\$0	\$190	\$0	\$0	\$287	\$95	\$0	\$0	\$572
<b>Total Golf Course Expenditures</b>	<b>\$10,504</b>	<b>\$11,730</b>	<b>\$12,445</b>	<b>\$9,331</b>	<b>\$13,379</b>	<b>\$10,435</b>	<b>\$9,041</b>	<b>\$7,289</b>	<b>\$9,194</b>	<b>\$9,576</b>	<b>\$0</b>	<b>\$0</b>	<b>\$102,924</b>

*Restaurant Expenditures:*

Utilities	\$775	\$760	\$701	\$686	\$836	\$768	\$605	\$481	\$786	\$824	\$0	\$0	\$7,222
Pest Control	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$190	\$0	\$0	\$1,046
Equipment Lease	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$96	\$0	\$0	\$976
<b>Total Restaurant Expenditures</b>	<b>\$968</b>	<b>\$953</b>	<b>\$894</b>	<b>\$879</b>	<b>\$1,029</b>	<b>\$961</b>	<b>\$798</b>	<b>\$674</b>	<b>\$979</b>	<b>\$1,110</b>	<b>\$0</b>	<b>\$0</b>	<b>\$9,245</b>



**Viera East Golf Course**  
**Month to Month**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b>Golf Operations:</b>													
Salaries	\$17,027	\$20,356	\$13,890	\$19,181	\$17,657	\$20,778	\$22,508	\$19,098	\$17,729	\$18,181	\$0	\$0	\$186,406
Administrative Fee	\$1,720	\$1,918	\$1,490	\$1,754	\$1,535	\$1,744	\$1,647	\$1,760	\$1,722	\$1,741	\$0	\$0	\$17,032
FICA Expense	\$1,290	\$1,557	\$1,063	\$1,467	\$1,351	\$1,590	\$1,722	\$1,461	\$1,356	\$1,391	\$0	\$0	\$14,248
Health Insurance	\$46	\$54	\$54	\$54	\$54	\$54	\$54	\$54	\$104	\$85	\$0	\$0	\$349
Workers Compensation	\$504	\$556	\$380	\$524	\$475	\$576	\$613	\$522	\$484	\$497	\$0	\$0	\$5,130
Unemployment	\$649	\$675	\$409	\$524	\$1,005	\$1,036	\$998	\$993	\$915	\$889	\$0	\$0	\$8,832
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	\$1,337	\$1,645	\$2,204	\$0	\$0	\$16,611
Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$145	\$0	\$0	\$0	\$0	\$145
Pest Control	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$190	\$0	\$0	\$1,046
Supplies	\$681	\$751	\$1,163	\$1,689	\$1,243	\$1,183	\$3,607	\$493	\$1,859	\$2,847	\$0	\$0	\$15,517
Uniforms	\$0	\$0	\$1,778	\$0	\$84	\$0	\$0	\$0	\$0	\$145	\$0	\$0	\$2,007
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	\$8,464	\$8,228	\$9,191	\$0	\$0	\$66,167
Cart Maintenance	\$1,709	\$521	(\$546)	\$1,392	\$120	\$287	\$0	\$0	\$389	\$50	\$0	\$0	\$3,920
Driving Range	\$0	\$0	\$0	\$3,174	\$0	\$0	\$254	\$0	\$220	\$1,185	\$0	\$0	\$4,833
<b>Total Golf Operation Expenditures</b>	<b>\$29,381</b>	<b>\$32,508</b>	<b>\$23,712</b>	<b>\$39,394</b>	<b>\$33,377</b>	<b>\$36,493</b>	<b>\$41,343</b>	<b>\$34,367</b>	<b>\$34,538</b>	<b>\$38,595</b>	<b>\$0</b>	<b>\$0</b>	<b>\$343,709</b>

**Merchandise Sales:**

Cost of Goods Sold	\$806	\$6,230	\$8,527	\$7,960	\$6,389	\$5,813	\$8,297	\$4,651	\$5,259	\$28,457	\$0	\$0	\$82,388
<b>Total Merchandise Sales</b>	<b>\$806</b>	<b>\$6,230</b>	<b>\$8,527</b>	<b>\$7,960</b>	<b>\$6,389</b>	<b>\$5,813</b>	<b>\$8,297</b>	<b>\$4,651</b>	<b>\$5,259</b>	<b>\$28,457</b>	<b>\$0</b>	<b>\$0</b>	<b>\$82,388</b>

**Golf Course Maintenance:**

Salaries	\$34,970	\$38,528	\$32,514	\$37,480	\$32,323	\$36,167	\$34,784	\$36,402	\$34,603	\$35,837	\$0	\$0	\$353,608
Administrative Fees	\$940	\$958	\$815	\$932	\$815	\$903	\$1,046	\$903	\$874	\$903	\$0	\$0	\$9,089
FICA Expense	\$2,599	\$2,910	\$2,392	\$2,776	\$2,393	\$2,678	\$2,776	\$2,736	\$2,562	\$2,653	\$0	\$0	\$26,166
Employee Insurance	\$2,209	\$4,974	\$3,720	\$3,672	\$4,820	\$3,750	\$3,182	\$4,318	\$4,009	\$4,106	\$0	\$0	\$38,760
Workers Compensation	\$953	\$1,048	\$889	\$1,022	\$881	\$986	\$902	\$992	\$944	\$977	\$0	\$0	\$9,594
Unemployment	\$129	\$178	\$147	\$2,488	\$1,419	\$1,035	\$464	\$189	\$113	\$105	\$0	\$0	\$6,267
Drug Testing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Consulting Fees	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$0	\$0	\$5,000
Fire Alarm System	\$171	\$171	\$216	\$171	\$171	\$171	\$171	\$171	\$256	\$256	\$0	\$0	\$1,921
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	\$2,241	\$2,417	\$2,475	\$0	\$0	\$22,100
Repairs	\$2,721	\$3,896	\$1,827	\$3,449	\$2,144	\$3,382	\$3,919	\$4,311	\$1,270	\$2,053	\$0	\$0	\$28,972
Fuel & Oil	\$2,353	\$2,413	\$3,036	\$2,297	\$2,275	\$2,467	\$1,931	\$1,856	\$1,507	\$3,359	\$0	\$0	\$23,496
Pest Control	\$327	\$77	\$77	\$77	\$77	\$77	\$77	\$77	\$77	\$154	\$0	\$0	\$1,097
Irrigation/Drainage	\$1,120	\$1,140	\$1,328	\$1,540	\$922	\$1,554	\$787	\$1,485	\$2,417	\$1,798	\$0	\$0	\$14,090
Sand and Topsoil	\$0	\$353	\$84	\$954	\$3,073	\$1,231	\$970	\$1,282	\$0	\$959	\$0	\$0	\$8,905
Flower/Mulch	\$678	\$95	\$2,295	\$1,185	\$2,988	\$936	\$0	\$350	\$0	\$0	\$0	\$0	\$8,527
Fertilizer	(\$1,608)	\$4,186	\$13,131	\$11,834	\$12,500	\$14,538	\$15,439	\$15,983	\$14,616	\$12,591	\$0	\$0	\$113,211
Seed/Sod	\$0	\$141	\$1,244	\$1,244	\$1,244	\$1,244	\$1,244	\$1,244	\$1,244	\$0	\$0	\$0	\$9,363
Trash Removal	\$282	\$141	\$0	\$282	\$0	\$141	\$141	\$282	\$141	\$141	\$0	\$0	\$1,549
Contingency	\$0	\$0	\$536	\$536	\$536	\$536	\$536	\$536	\$536	\$1,053	\$0	\$0	\$4,803
First Aid	\$199	\$0	\$0	\$160	\$0	\$202	\$134	\$134	\$0	\$347	\$0	\$0	\$1,043
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$114	\$0	\$44	\$0	\$0	\$0	\$0	\$158
Operating Supplies	\$219	\$93	\$0	\$0	\$301	\$1,514	\$301	\$929	\$336	\$1,319	\$0	\$0	\$5,013
Training	\$0	\$0	\$223	\$0	\$686	\$0	\$0	\$342	\$680	\$0	\$0	\$0	\$1,931
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	\$592	\$745	\$592	\$0	\$0	\$6,789
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	\$15,565	\$13,589	\$13,473	\$14,770	\$0	\$0	\$144,379
Small Tools	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Golf Course Maintenance</b>	<b>\$65,619</b>	<b>\$78,292</b>	<b>\$88,266</b>	<b>\$90,366</b>	<b>\$85,146</b>	<b>\$90,509</b>	<b>\$85,909</b>	<b>\$91,486</b>	<b>\$83,316</b>	<b>\$86,948</b>	<b>\$0</b>	<b>\$0</b>	<b>\$845,858</b>

Viera East Golf Course  
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b>Administrative Expenditures:</b>													
Legal Fees	\$304	\$0	\$0	\$531	\$0	\$905	\$0	\$0	\$0	\$0	\$0	\$0	\$1,740
Arbitrage	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$20	\$20	\$20	\$0	\$0	\$410
Dissemination	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$833
Trustee Fees	\$342	\$342	\$342	\$342	\$342	\$342	\$342	\$125	\$194	\$194	\$0	\$0	\$3,121
Annual Audit	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$0	\$0	\$1,250
Golf Course Administrative Services	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$0	\$0	\$46,900
Insurance	\$5,501	\$5,501	\$6,360	\$5,501	\$5,501	\$5,501	\$5,501	\$5,501	\$5,501	\$5,501	\$0	\$0	\$55,867
Property Taxes	\$0	\$571	\$1,964	\$1,535	\$1,535	\$1,535	\$1,535	\$1,535	\$1,535	\$1,535	\$0	\$0	\$13,277
<b>Total Administrative Expenditures</b>	<b>\$11,095</b>	<b>\$11,362</b>	<b>\$13,614</b>	<b>\$12,856</b>	<b>\$12,325</b>	<b>\$13,230</b>	<b>\$12,325</b>	<b>\$12,296</b>	<b>\$12,147</b>	<b>\$12,147</b>	<b>\$0</b>	<b>\$0</b>	<b>\$123,198</b>
<b>Reserves:</b>													
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
<b>Total Reserves</b>	<b>\$1,667</b>	<b>\$2,256</b>	<b>\$2,924</b>	<b>\$2,602</b>	<b>\$3,680</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$13,129</b>
<b>Total Revenues</b>	<b>\$112,863</b>	<b>\$146,154</b>	<b>\$130,124</b>	<b>\$183,998</b>	<b>\$222,053</b>	<b>\$215,332</b>	<b>\$150,298</b>	<b>\$140,538</b>	<b>\$131,920</b>	<b>\$127,219</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,560,499</b>
<b>Total Expenditures</b>	<b>\$120,039</b>	<b>\$143,329</b>	<b>\$150,382</b>	<b>\$163,388</b>	<b>\$155,325</b>	<b>\$157,441</b>	<b>\$157,713</b>	<b>\$150,763</b>	<b>\$145,434</b>	<b>\$176,834</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,520,650</b>
<b>Operating Income (Loss)</b>	<b>(\$7,177)</b>	<b>\$2,824</b>	<b>(\$20,258)</b>	<b>\$20,610</b>	<b>\$66,728</b>	<b>\$57,891</b>	<b>(\$7,415)</b>	<b>(\$10,225)</b>	<b>(\$13,514)</b>	<b>(\$49,615)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$39,849</b>
<b>Non Operating Revenues/(Expenditures):</b>													
Special Assessments - Debt Service	\$46,530	\$46,530	\$46,530	\$46,529	\$46,530	\$46,530	\$46,530	\$46,530	\$46,530	\$46,530	\$0	\$0	\$465,296
Interest Income	\$42	\$46	\$35	\$36	\$36	\$30	\$13	\$5	\$2	\$1	\$0	\$0	\$248
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)	(\$13,069)	(\$13,069)	(\$13,069)	\$0	\$0	\$0
Principal Expense	(\$34,167)	(\$34,167)	(\$34,167)	(\$34,167)	(\$34,167)	(\$34,167)	(\$34,167)	(\$34,167)	(\$34,167)	(\$34,167)	\$0	\$0	(\$130,688)
<b>Total Non Operating Revenues/(Expenditures)</b>	<b>(\$664)</b>	<b>(\$660)</b>	<b>(\$671)</b>	<b>(\$670)</b>	<b>(\$670)</b>	<b>(\$676)</b>	<b>(\$692)</b>	<b>(\$701)</b>	<b>(\$704)</b>	<b>(\$704)</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$6,811)</b>
<b>Net Non Operating Income / (Loss)</b>	<b>(\$7,841)</b>	<b>\$2,164</b>	<b>(\$20,928)</b>	<b>\$19,940</b>	<b>\$66,058</b>	<b>\$57,215</b>	<b>(\$8,108)</b>	<b>(\$10,925)</b>	<b>(\$14,218)</b>	<b>(\$50,319)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$33,038</b>

# 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	\$8,607	\$8,801	\$11,103	\$0	\$0	\$95,511
<b>Total Revenues</b>	<b>\$6,479</b>	<b>\$8,654</b>	<b>\$10,744</b>	<b>\$8,375</b>	<b>\$12,097</b>	<b>\$9,935</b>	<b>\$10,715</b>	<b>\$8,607</b>	<b>\$8,801</b>	<b>\$11,103</b>	<b>\$0</b>	<b>\$0</b>	<b>\$95,511</b>
<i>Expenditures</i>													
Cost of Goods Sold	\$806	\$6,230	\$8,527	\$7,960	\$6,389	\$5,813	\$8,297	\$4,651	\$5,259	\$28,457	\$0	\$0	\$82,388
<b>Total Expenditures</b>	<b>\$806</b>	<b>\$6,230</b>	<b>\$8,527</b>	<b>\$7,960</b>	<b>\$6,389</b>	<b>\$5,813</b>	<b>\$8,297</b>	<b>\$4,651</b>	<b>\$5,259</b>	<b>\$28,457</b>	<b>\$0</b>	<b>\$0</b>	<b>\$82,388</b>
<b>Operating Income (Loss)</b>	<b>\$5,673</b>	<b>\$2,424</b>	<b>\$2,217</b>	<b>\$415</b>	<b>\$5,709</b>	<b>\$4,123</b>	<b>\$2,418</b>	<b>\$3,956</b>	<b>\$3,542</b>	<b>(\$17,354)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$13,123</b>

**Viera East**  
**Community Development District**  
**Long Term Debt Report**

<b>Series 2006 Water Management Refunding Bonds</b>	
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)
Less: May 1, 2020 Principal	(\$2,020,000)
<b>Current Bonds Outstanding</b>	<b>\$4,405,000</b>

(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.

<b>Series 2012 Special Assessment Revenue Bonds</b>	
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:	\$280,145
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)
Less: May 1, 2020 Principal	(\$410,000)
<b>Current Bonds Outstanding</b>	<b>\$2,895,000</b>

**Viera East  
Community Development District  
Special Assessment Receipts - FY2020**

[illegible]

	Net Assessed	Percentage	Assessments Collected	Assessments Transferred	Balance to Transfer
Debt Service Fund	\$ 2,376,297	63.15%	\$ 2,376,297	\$ (2,376,297)	\$ -
General Fund	\$ 808,157	21.48%	\$ 808,157	\$ (808,157)	\$ -
Recreation Fund	\$ 578,489	15.37%	\$ 593,984	\$ (561,698)	\$ 32,287
	\$ 3,762,943	100.00%	\$ 3,778,438	\$ (3,746,152)	\$ 32,287

<b>Percentage Collected</b>	<b>100.41%</b>
-----------------------------	----------------

- (1) FY20 1st Quarter  
(2) FY20 2nd Quarter  
(3) Tax Certificate Sale

**Viera East**  
**Community Development District**  
**Golf Course/Recreation Fund- Operations**  
**Prior Month/Year Comparison**

	Actuals 7/31/19	Actuals 7/31/20	Variance	Year to Date 7/31/19	Year to Date 7/31/20	Variance
<i>Revenues:</i>						
Greens Fees	\$ 70,159	\$ 88,398	\$ 18,239	\$ 1,174,638	\$ 1,130,309	\$ (44,329)
Gift Cards - Sales	\$ 593	\$ 275	\$ (318)	\$ 10,914	\$ 6,820	\$ (4,094)
Gift Cards - Usage	\$ (837)	\$ (456)	\$ 381	\$ (14,099)	\$ (11,074)	\$ 3,025
Season Advance/Trail Fees	\$ 14,236	\$ 17,113	\$ 2,877	\$ 178,934	\$ 180,396	\$ 1,462
Associate Memberships	\$ 1,185	\$ 1,738	\$ 553	\$ 32,627	\$ 33,180	\$ 553
Driving Range	\$ 4,344	\$ 5,681	\$ 1,337	\$ 59,694	\$ 62,978	\$ 3,284
Golf Lessons	\$ 175	\$ 175	\$ -	\$ 1,750	\$ 1,690	\$ (60)
Merchandise Sales	\$ 9,125	\$ 11,103	\$ 1,978	\$ 113,326	\$ 95,511	\$ (17,814)
Restaurant	\$ 1,091	\$ 1,076	\$ (15)	\$ 21,081	\$ 21,884	\$ 803
Special Assessments - Operations	\$ 1,877	\$ 1,877	\$ -	\$ 18,773	\$ 18,773	\$ -
Miscellaneous Income	\$ 887	\$ 239	\$ (648)	\$ 22,720	\$ 20,032	\$ (2,688)
Total Revenues	\$ 102,834	\$ 127,219	\$ 24,385	\$ 1,620,357	\$ 1,560,499	\$ (59,858)
<i>Expenditures:</i>						
Golf Course Expenditures	\$ 8,813	\$ 9,576	\$ (764)	\$ 120,884	\$ 102,924	\$ 17,961
Restaurant	\$ 1,068	\$ 1,110	\$ (42)	\$ 10,461	\$ 9,245	\$ 1,217
Golf Operations	\$ 29,477	\$ 38,595	\$ (9,118)	\$ 295,222	\$ 343,709	\$ (48,488)
Merchandise Sales	\$ 7,038	\$ 28,457	\$ (21,419)	\$ 72,989	\$ 82,388	\$ (9,399)
Golf Course Maintenance	\$ 85,117	\$ 86,948	\$ (1,831)	\$ 867,180	\$ 845,858	\$ 21,322
Administrative	\$ 11,884	\$ 12,147	\$ (263)	\$ 117,573	\$ 123,398	\$ (5,824)
Reserves	\$ 2,513	\$ -	\$ 2,513	\$ 32,171	\$ 13,129	\$ 19,042
Total Expenditures	\$ 145,910	\$ 176,834	\$ (30,924)	\$ 1,516,480	\$ 1,520,650	\$ (4,170)
<b>Operating Income/(Loss)</b>	<b>\$ (43,075)</b>	<b>\$ (49,615)</b>	<b>\$ (6,540)</b>	<b>\$ 103,877</b>	<b>\$ 39,849</b>	<b>\$ (64,028)</b>

## Viera East Cash Flow Analysis FY 2020

### **I. Cash Flows:**

Starting Funds											
Carry Forward											
Revenues											
	October	November	December	January	February	March	April	May	June	July	
	\$ 70,203	\$ 62,902	\$ 65,726	\$ 45,468	\$ 66,078	\$ 132,806	\$ 190,697	\$ 183,281	\$ 172,173	\$ 158,659	
	\$ 112,863	\$ 146,154	\$ 130,124	\$ 183,998	\$ 222,053	\$ 215,332	\$ 150,298	\$ 140,538	\$ 131,920	\$ 127,219	
Course Operations	\$ 111,625	\$ 144,136	\$ 127,508	\$ 181,971	\$ 218,546	\$ 212,960	\$ 147,237	\$ 138,668	\$ 129,821	\$ 126,144	
Restaurant	\$ 1,237	\$ 2,018	\$ 2,617	\$ 2,027	\$ 3,507	\$ 2,372	\$ 3,061	\$ 1,870	\$ 2,099	\$ 1,076	
Total All Cash	\$ 183,065	\$ 209,055	\$ 195,851	\$ 229,466	\$ 288,131	\$ 348,138	\$ 340,995	\$ 323,820	\$ 304,093	\$ 285,879	
Expenses											
	\$ 120,163	\$ 143,329	\$ 150,382	\$ 163,388	\$ 155,325	\$ 157,441	\$ 157,713	\$ 151,646	\$ 145,434	\$ 176,834	
Course Operations	\$ 119,195	\$ 142,377	\$ 149,488	\$ 162,509	\$ 154,296	\$ 156,480	\$ 156,915	\$ 150,972	\$ 144,455	\$ 175,724	
Restaurant	\$ 968	\$ 953	\$ 894	\$ 879	\$ 1,029	\$ 961	\$ 798	\$ 674	\$ 979	\$ 1,110	
Cash Less Expenses	\$ 62,902	\$ 65,726	\$ 45,468	\$ 66,078	\$ 132,806	\$ 190,697	\$ 183,281	\$ 172,173	\$ 158,659	\$ 109,045	
Projections											
							August	September	Totals		
							\$ 109,045	\$ 72,502			
							\$ 126,533	\$ 139,952	\$ 1,826,983		
							\$ 125,261	\$ 138,332	\$ 1,802,398		
							\$ 1,282	\$ 1,420	\$ 24,586		
							\$ 235,578	\$ 212,453	\$ 1,826,983		
							\$ 163,076	\$ 163,164	\$ 1,847,897		
							\$ 162,265	\$ 162,255	\$ 1,836,923		
							\$ 820	\$ 909	\$ 10,974		
							\$ 72,502	\$ 49,289			

## Expenses

[illegible]

Cash Less Expenses

Projected Revenues FY 2020	\$ 1,826,983
Projected Expenses FY 2020	\$ 1,847,897
Projected Surplus(Deficit) FY 2	\$ (20,913)

**Viera East  
Community Development District  
Detailed Rounds of Golf Report  
Jul-20**

					PY - PREVIOUS YEAR			
<u>Rounds of Golf</u>					PY Monthly	PY Year to Date	Vs. PY Monthly	Vs. PY Year to Date
<u>Paid Rounds</u>								
Rounds of Golf- Associate Member	447	10%	4,936	11%	358	5,562	89	(626)
Rounds of Golf- CDD Resident	679	16%	8,032	18%	453	7,731	226	301
Rounds of Golf - Public	1,626	38%	16,187	36%	1,818	21,412	(192)	(5,225)
Rounds of Golf - Golf Now / EZ Links	482	11%	3,025	7%	123	2,038	359	987
Rounds of Golf- Tournaments	0	0%	0	0%	38	270	(38)	(270)
Rounds of Golf- Misc	0	0%	0	0%	0		0	0
Rain Check Issued	(109)	-3%	(655)	-1%	(132)	(758)	23	103
<b>Total Paid Rounds</b>	<b>3,125</b>		<b>31,525</b>		<b>2,658</b>	<b>36,255</b>	<b>467</b>	<b>(4,730)</b>
<u>Member Rounds</u>								
Rounds of Golf - Members	644	15%	7,711	17%	497	6,469	147	1,242
<b>Total Member Rounds</b>	<b>644</b>		<b>7,711</b>		<b>497</b>	<b>6,469</b>	<b>147</b>	<b>1,242</b>
<u>Comp Rounds</u>								
Rounds of Golf- Staff/Comp	186	4%	1,578	4%	131	1,353	55	225
Rounds of Golf- Other Comp	82	2%	1,290	3%	50	1,407	32	(117)
<b>Total Comp Rounds</b>	<b>268</b>		<b>2,868</b>		<b>181</b>	<b>2,760</b>	<b>87</b>	<b>108</b>
Rounds of golf - GolfNow/EZ Links	299	7%	2,514	6%	186	2,406	113	108
<b>TOTAL ROUNDS OF GOLF</b>	<b>4,336</b>	<b>100%</b>	<b>44,618</b>	<b>100%</b>	<b>3,522</b>	<b>47,890</b>	<b>814</b>	<b>(3,272)</b>

<u>Revenues</u>					PY Monthly	PY Year to Date	Vs. PY Monthly	Vs. PY Year to Date
<u>Greens Fee Revenue</u>								
Rounds of Golf- Associate Member	\$15,383	17%	\$199,600	18%	\$11,018	\$199,812	\$4,365	(\$212)
Rounds of Golf- CDD Resident	\$18,841	20%	\$259,249	24%	\$11,202	\$225,115	\$7,639	\$34,134
Rounds of Golf - Public	\$45,839	49%	\$541,684	50%	\$45,200	\$679,013	\$639	(\$137,329)
Rounds of Golf - Golf Now / EZ Links	\$15,826	17%	\$111,148	10%	\$3,517	\$79,051	\$12,309	\$32,097
Rounds of Golf- Tournaments	\$0	0%	\$0	0%	\$1,065	\$6,477	(\$1,065)	(\$6,477)
Rounds of Golf- Misc	\$0	0%	\$0	0%	\$0	\$0	\$0	\$0
Rain Check Issued	(\$2,710)	-3%	(\$18,204)	-2%	(\$2,495)	(\$17,880)	(\$215)	(\$324)
<b>TOTAL GREENS FEE REVENUE</b>	<b>\$93,179</b>	<b>100%</b>	<b>\$1,093,477</b>	<b>100%</b>	<b>\$69,507</b>	<b>\$1,171,588</b>	<b>\$23,672</b>	<b>(\$78,111)</b>

<u>Average \$ per Round of Golf</u>					PY Monthly	PY Year to Date	Vs. PY Monthly	Vs. PY Year to Date
<u>Average \$ per round of Golf</u>								
Rounds of Golf- Associate Member	\$34.41		\$40.44		\$30.78	\$35.92	\$3.64	\$4.51
Rounds of Golf- CDD Resident	\$27.75		\$32.28		\$24.73	\$29.12	\$3.02	\$3.16
Rounds of Golf - Public	\$28.19		\$33.46		\$24.86	\$31.71	\$3.33	\$1.75
Rounds of Golf - Golf Now / EZ Links	\$32.83		\$36.74		\$28.59	\$38.79	\$4.24	(\$2.05)
Rounds of Golf- Tournaments	#DIV/0!		#DIV/0!		\$28.03	\$23.99	#DIV/0!	#DIV/0!
Rounds of Golf- Misc	\$0.00		\$0.00		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Rain Check Issued	\$24.86		\$27.79		\$18.90	\$23.59	\$5.96	\$4.20
<b>TOTAL - Average \$ per round of Golf</b>	<b>\$29.82</b>		<b>\$34.69</b>		<b>\$26.15</b>	<b>\$32.32</b>	<b>\$3.67</b>	<b>\$2.37</b>

					PY Monthly	PY Year to Date	Vs. PY Monthly	Vs. PY Year to Date
<b>Membership Revenue</b>	<b>\$17,133</b>		<b>\$179,872</b>		<b>\$14,236</b>	<b>\$175,735</b>	<b>\$2,897</b>	<b>\$4,137</b>
<b>Average \$ per round of Golf</b>	<b>\$26.60</b>		<b>\$23.33</b>		<b>\$28.64</b>	<b>\$27.17</b>	<b>(\$2.04)</b>	<b>(\$3.84)</b>



## SECTION C

**NOTICE OF MEETINGS  
VIERA EAST  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Viera East Community Development District will hold their meetings for **Fiscal Year 2021** in the Multi-Purpose Building of the Faith Lutheran Church, 5550 Faith Drive, Viera, Florida at 2:00 p.m. on the fourth Wednesday of each month as follows:

**October 28, 2020**  
**Exception: Thursday, November 19, 2020**  
**Exception: Thursday, December 17, 2020**  
**January 27, 2021**  
**February 24, 2021**  
**March 24, 2021**  
**April 28, 2021**  
**May 26, 2021**  
**June 23, 2021**  
**July 28, 2021**  
**August 25, 2021**  
**Exception: Thursday, August 26, 2021, Public Hearings – 6:00 PM**  
**September 22, 2021**

In addition, the Board of Supervisors will conduct a workshop to discuss future agenda items on the second Wednesday of each month at 2:00 p.m. at the above referenced address on the following dates:

**October 14, 2020**  
**Exception: November 4, 2020**  
**Exception: December 2, 2020**  
**January 13, 2021**  
**February 10, 2021**  
**March 10, 2021**  
**April 14, 2021**  
**May 12, 2021**  
**June 9, 2021**  
**July 14, 2021**  
**August 11, 2021**  
**September 8, 2021**

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained from the District Manager, at 219 East Livingston Street, Orlando, FL 32801.