

*Viera East Community
Development District*

Agenda

September 23, 2020

AGENDA

Viera East

Community Development District

219 East Livingston Street, Orlando, FL 32801
Phone: 407-841-5524 – Fax: 407-839-1526

September 16, 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, September 23, 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 August 26, 2020 and August 27, 2020 Meetings
4. Consideration of Annual Service Agreements
 - A. Shoreline Erosion Repair with American Shoreline Restoration Inc.
 - B. Habitat Management Services with Kevin L. Erwin Consulting Ecologist, Inc.
 - C. Aquatic Management Services with ECOR Industries, Inc.
5. Consideration of Contract with Landirr for Bulkhead Repairs
6. Consideration of Work Authorization 2021-1 with Dewberry
7. Consideration of Divots Grille Lease Agreement
8. Consideration of Arbitrage Rebate Calculation Proposal with AMTEC
9. Consideration of Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for Fiscal Year 2020
10. Consideration of Requisitions #4 – 11
11. Discussion of Fire Breaks and Lakes
12. Staff Reports
 - A. General Manager's Report
 - B. District Manager's Report
13. Treasurer's Report – Consideration of Financial Statements
 - A. Approval of Check Register
 - B. Balance Sheet and Income Statement
14. Supervisor's Requests
15. 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 August 26, 2020 and August 27, 2020 meetings. The minutes are enclosed for your review.

The fourth order of business is consideration of annual service agreements. Section A is shoreline erosion repair with American Shoreline Restoration Inc. A copy of the agreement is enclosed for your review. Section B is habitat management services with Kevin L. Erwin consulting ecologist, inc. A copy of the agreement is enclosed for your review. Section C is aquatic management services with ECOR industries, inc. A copy of the agreement is enclosed for your review.

The fifth order of business is consideration of contract with Landirr for Bulkhead repairs. A copy of the agreement is enclosed for your review.

The sixth order of business is consideration of work authorization 2021-1 with Dewberry. A copy of the work authorization is enclosed for your review.

The seventh order of business is consideration of Divots Grille Lease Agreement. A copy of the agreement is enclosed for your review.

The eighth order of business is consideration of arbitrage rebate calculation proposal with AMTEC. A copy of the proposal is enclosed for your review.

The ninth order of business is consideration of agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for Fiscal Year 2020. A copy of the agreement is enclosed for your review.

The tenth order of business is consideration of requisitions #4 - 11. Copies of the requisitions are enclosed for your review.

The eleventh order of business is discussion of fire breaks and lakes. This is a discussion item and there is no back-up.

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

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

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

Sincerely,



Jason Showe
District Manager

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

MINUTES

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, August 26, 2020 at 2:00 p.m. at Faith Lutheran Church in the Multi-Purpose Room, 5550 Faith Drive, Viera, Florida.

Present and constituting a quorum were:

David Bedwell (<i>via phone</i>)	Vice Chairman
William 'Bill' Oakley	Secretary
Jo Walsh	Treasurer
Melinda Thomsen	Assistant Secretary

Also present were:

Jason Showe	District Manager
Tim Melloh	General Manager
Peter Armans	Dewberry Engineers
Residents	

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Showe: Please state your name and address for the record and keep your comments to three minutes. Are there any public comments?

Tony Volpe, IRCC: At the last meeting, I talked about the doggie park. I just want to make it clear that I am not against it. Based on my experience, knowledge and education, the things I share with you are things you need to be aware of when you take on a project. It's much deeper than that and I can help you if you choose to. I would be glad to at any time. So, I want to make sure that you are clear that I am not against it. Also, I want to share with you, today you are going to start talking about the restaurant. I don't know the details about it, but I suggest that you look at that very closely. This is a business evaluation that I'm experienced with as well and I

will go deeper into the revenue being gained there in helping you make a decision about what's best for the community. Again, this is only input. It's not criticism. I mean no disrespect to anybody. I'm just sharing with you my knowledge. So, if you need help with that, I would be glad to. I'm offering to volunteer, as I said before on whatever I can help with, except taking minutes.

Ms. Walsh: You don't want to transcribe.

Mr. Volpe: Thank you very much.

Mr. Showe: Thank you. Are there any other public comments? Hearing none,

THIRD ORDER OF BUSINESS

Approval of Minutes of the July 14, 2020 and July 22, 2020 Meetings

Mr. Showe: The minutes of the July 14, 2020 and July 22, 2020 meetings are in the agenda package. We had a District form get caught in our copy machine at the end of your July 14th minutes. Those will be removed from the signature file. That is for another District, not ours. We received a few comments and those have been incorporated into the final signature versions. We can take any other changes at this time or a motion to approve those minutes as amended.

On MOTION by Ms. Walsh seconded by Ms. Thomsen with all in favor the Minutes of the July 14, 2020 and July 22, 2020 Meetings were approved as amended.

FOURTH ORDER OF BUSINESS

Consideration of Selecting #1 Ranked Bulkhead Bidder

Mr. Showe: We have Peter here. We provided the memo from Peter on his evaluation of the bid. Peter, do you want to go through that quickly?

Mr. Armans: Yes. We had a public bid opening. Initially we had three interested contractors that came to the mandatory pre-bid meeting.

Mr. Oakley: How many bid requests did we actually send out, Peter, and how many people did we contact? I know three were here, but how many did we contact?

Mr. Armans: If I recall, I had at least 11 on the list. Three came to the mandatory pre-bid meeting. All of them seemed interested in the project. We followed up with them to try to engage as much interest as possible. We did only get one bid at the public bid opening at the office. It was definitely higher than what we expected based on some factors. This is a busy season for all

of the contractors, specifically the combination of the bulkhead work and the golf course work, which requires two different contractors working together. A couple of them would not have been able to start for several months. That was one of the reasons why only three showed up, because the others would not be able to start until February. We communicated back and forth since we got the bid with the contractors to be sure that the price is fair. I reviewed the package and they are a very well qualified contractor. They build golf courses throughout the State and other countries as well. So, they are definitely qualified. They do high quality work. They are able to start with a timeline that the golf course needs them to start and finish. So, they are a responsive bidder, a qualified bidder. If there is the potential for any savings, they would have offered that, but at this point, we are recommending the alternate price, which includes the stainless steel hardware. The benefit we would get from that, outweighs the difference in cost.

Mr. Melloh: I put a couple of pictures in your agenda package of what you expect to see from the finished product from other projects they have been working on.

Mr. Showe: I guess we can open it up for Board discussion. You have a couple of options. There is an option to reject all bids and you can start the process over. Based on Peter's research, we don't know that is going to yield any savings or any additional bids at this point. It wasn't an issue where the scope was too complicated. It just seemed like there were time issues and vendors couldn't be responsive to get the project done in sufficient time for the District's needs. The other option you have is you could award the contract to Landirr. Obviously, the District Engineer is recommending the alternate bid. Tim and I talked. It's higher than our original estimates in the bonds, but I think Tim identified some savings or some other areas we can take that additional money from.

Mr. Melloh: Right. To increase the bulkhead allotment, I'm proposing that we take money away from the Clubhouse renovation. We had \$580,000 and we reduced it down to \$238,000. The restrooms in the original design, we were going to make them larger in the cart barn. We are not going to be able to do that because that was part of a larger project where we were going to enclose the breezeway and there was going to be some engineering. To do that would cost way more than the \$580,000 we set aside. We can still retile the restrooms, add new fixtures and repaint them and make them new. We would use the same footprint and still remodel the pro shop with carpeting, putting in new display fixtures and a new counter. For \$238,000, we should be able to accomplish that and be able to move the excess funds into the

bulkheads. There's nothing more important, other than the irrigation system. That's not only a health and safety issue for the golfers, but if the bulkheads actually collapsed, it would cause a tremendous amount of problems to rebuild the green and the bulkhead. We are being as proactive as we can so we don't run into issue like that. I think this is how we will approach a lot of our projects. In the beginning, we tried to bid it the best that we could, but as Peter said, there is a lot more to this. One of the things that is really difficult is the bulkheads and their proximity to the greens and the fact that we told people that they cannot run on the top of the greens or cannot destroy the greens. They have to work around that, so there is a lot more expense on their part. They also have to work around with the COVID virus. At the end of the day, when you look at it, you can see that this is a good price. This company is very solid and they have done work for us before. So, I personally recommend we accept their bid.

Mr. Armans: To piggyback on that, this price is a lump sum amount, which means that we shouldn't have any surprises. Whatever it takes to get the project done is for that price. It will not go up and down or fluctuate. They just need to get the work done. They need to restore everything to its original condition or better. I think this contractor understands the culture of this golf course and what it needs to look like. They incorporated that into their price. So, we definitely expect a good quality product for a firm price. If not, we may be able to find opportunities here and there for savings, but we are not sure that will happen, due to the complexity of the project. The access is difficult. COVID has made it difficult because the contractors are not local so they are going to have to stay here for the entire duration. If we were to postpone the project and you have a safety issue, the cost of having the contractor come in an emergency is very high and could offset any savings you could potentially expect. That's why our recommendation is to move forward.

Ms. Thomsen: Thank you.

Mr. Oakley: I have a question, Peter, and I don't know if you can answer it or not. They requested 2 feet up to 3 feet on the offset of the wall versus the old wall. That's going to require 30% more fill, at a cost that we would incur. Is there any way that we can save any money by leaving the top part of the old wall instead of cutting the top part of the old wall off, or is that going to impede the flow, because it gives the guys more room to set the sprinklers? Is there any way that we can incur any extra savings by doing that?

Mr. Armans: The sprinkler system is another question, but as far as the wall it's self, we had up to 2 feet in our design and there was a contractor that came back and said, those who came to the pre-bid said they needed at least 3 feet because of their drilling equipment that will drill the pipes. Again, because it is a lump sum project, whether it's 2 feet or 3 feet, we are still going to pay the same price. They are still going to get the work done. So, from their perspective, if they can make it 2 feet, they will, because it saves them more excavation to fill behind.

Mr. Oakley: So, we are paying 30% more for fill and giving them the option of whether they are going to use it or not. Do you see what I'm saying?

Mr. Armans: Well, we are really not paying anything more.

Mr. Oakley: No, we are not paying more.

Mr. Armans: Every contractor that bids on a lump sum project will always assume the worst, so they don't have to come back and ask for more money. So even if we were to go to tell them that we want to make it 2 feet, I don't expect them to change their price because their drilling equipment will be up to 3 feet.

Mr. Oakley: Right. Thank you.

Mr. Showe: Are there any other questions from the Board? If you are inclined to move forward with the Engineer's recommendation, I think what we need to recommend is a motion to go ahead and select Landirr as the number one ranked vendor. The contract for the most part, has been put together. That was part of the contract bid, so we would have the Board approve Landirr as the number one ranked vendor and delegate authority to the Chair to execute that contract upon completion and execution from the vendor.

On MOTION by Ms. Thomsen seconded by Ms. Walsh with all in favor selecting Landirr as the number one ranked vendor for the bulkhead project and delegating authority to the Chair was approved.

FIFTH ORDER OF BUSINESS

Consideration of Small Project Amendment with Landirr for Regarding and Sod Repair

Mr. Showe: This is one of the items that Tim talked about at the last workshop, which is some re-grading and sod repair for Landirr.

Mr. Melloh: We talked about this item at the workshop on Hole #2 in front of the green. The bid was \$7,900.

Mr. Showe: It is \$7,862.40.

Mr. Melloh: They are going to remove the sod, re-grade and put in new sod from Pike Creek Turf, which we have determined to be the best sod for the golf course.

Mr. Oakley: Can you do anything with the underlying dirt or are we going to take test samples to see what it is?

Mr. Melloh: Yes. We will take a look at it and take a strip off. Of course, we are going with pre-plant material as well. Again, we talked about it at the workshop. So, we just need approval.

Mr. Showe: Just for the Board's information, the only difference between now and what you saw at the workshop, is we drafted a Small Project Agreement that provides the District with warranty terms as well as some protections legally. It also attaches a map of the project. So, it's not just a proposal. We feel like it's in good form. If the Board is amenable, we need a motion to approve that Small Project Agreement.

On MOTION by Mr. Oakley seconded by Ms. Thomsen with all in favor the Small Project Amendment with Landirr for re-grading and sod repair in the amount of \$7,862.40 was approved.

SIXTH ORDER OF BUSINESS

Approval of Disclosure of Public Financing

Mr. Showe stated this is a required document. Obviously with the issuance of the Series 2020 bonds, that's the only change from the one you currently have. This is a requirement for all Districts. What happens is we record this with the Clerk of the Court. It gets attached to every parcel ID within the CDD. So, if anyone purchases property or pull a title search, this document should pull up with it. It's also posted on your website. It informs folks about all of the duties and responsibilities pertaining to the properties within the Viera East CDD. It is as of a certain date. This is in the document that changes very often, but when you add new data or make changes to your data, you are required to file a new form. All this is, is an update, recognizing the Series 2020 bonds. If the Board is amenable, we would like to have a motion to approve the Disclosure of Public Financing Report.

On MOTION by Ms. Walsh seconded by Ms. Thomsen with all in favor the Disclosure of Public Financing Report was approved.

SEVENTH ORDER OF BUSINESS

Discussion of Divots Grille Lease Agreement

Mr. Showe: At the front of the document, we have some bullet points from Tim. These are general terms that Tim recommended as part of any new agreement with Divots Grille. Behind that, we drafted a Lease Agreement that is in line with these terms. Today, I think we wanted the Board to have some general discussion on these terms and any others that you would like to see. Then we can finalize that contract and bring it back for either ratification or approval by the Board at our next meeting.

Mr. Melloh: If you would like, I can go over the points. Basically, when we did the lease in 2015, the original term was three years, plus two one-year renewals. We would have that in there. We get a security deposit of \$2,000. We are proposing in years 1, 2 and 3 that the monthly rent would be 10% of the gross sales, which was previously 8%. So, we got a 2% increase there. In years 4 and 5, it would be 12%, which previously was 10%. So, we had a 2% increase. The monthly rent is the same as it is now, includes electricity and water costs. Only because we are not able to meter those things separately, but she pays the gas bill, so we feel like that is a good trade. She agreed to pay \$355 per month lease on the beverage cart, which currently she does not pay. She also agrees to pay the \$95.85 for a dish machine lease. Those two things are leased by us. Previously, we did not include those in the lease and now we are and she is going to pay for those. She agrees to maintain, repair and replace restaurant equipment. She will obtain all licenses including the liquor license, which she currently has. She will provide other insurances including liability, so on and so forth. It is similar in nature to what we had before. A few things were increased and it will take some of the expenses that we have been paying and pass it along to her. This is just for discussion, not for making a final decision today. She would like to be here, maybe the workshop, to discuss any further items that you may have. Then the Board will vote on it at the September Board meeting. Again, we just wanted to get the ball rolling. If you have any questions, right now or any further analysis, we can get that between now and the workshop.

Ms. Thomsen: So, the idea is that she pays \$355, which is extra income that we haven't had before.

Mr. Melloh: Exactly. We were providing for the equipment and now we are going to allow her to provide her own equipment.

Ms. Thomsen: How does that impact her income off of the cart? Obviously, the dish machine is not income producing, but the cart obviously is.

Mr. Melloh: I mean, it's just an expense to her. She would run the beverage cart out onto the golf course. If that is what she wants. In the wintertime when there are a lot of people and a lot more visitors and a lot more snowbirds, she runs it more frequently than in the summertime.

Mr. Oakley: She comes as part of the income of the restaurant. Right?

Mr. Melloh: Yes. It's part of the restaurant. Again, we get 10% of that.

Ms. Thomsen: That's what I was thinking.

Mr. Melloh: Anytime she does a party, sales and what have you, that's 10% back to us.

Ms. Walsh: Good.

Mr. Oakley: There are a couple of things that I want to review, just for general discussion. I think we should have in there a base rent on our restaurant and that would be included in the 10%, but it would be base rent that she would be obligated to pay every single month. An easy way to figure that out is to look at what our previous rents were over the last three years. The minimum amount that she paid would be our base rent. So, she would have to meet that obligation the first of the month. When you get into the percentage of leases, that's kind of a proverbial rolling ball. It can roll on our side and it can roll on their side. If they decide for some reason their business tanks and we get little income out of it, they are going to pay at least the minimum rent. That is what I want to see in there and a few other things that I discussed with Jason. It's not part of the lease, but it's in the lease that some of the other terminology in the final pages needs to be looked at. I didn't really look at it. I went over it quickly, so there are a few points that I would like to bring up and hash over.

Mr. Melloh: There are plenty of references as we move forward here. We track what money she gives us. We audit her books to make sure that she is giving us the right amount of money, but for a point of reference, that restaurant grosses anywhere from \$200,000 to \$230,000. That goes back to the time when it was self-operated by the CDD. It is not a restaurant that grosses \$1 million a year. So, we are not talking about the potential for a great amount of money.

When the CDD subbed it out, it lost money, so for us to produce any kind of income from this is far better than what the CDD did prior to this lease.

Ms. Thomsen: It's a much better deal.

Mr. Melloh: I think that this lease brings quite a bit of value to the CDD. I think there are some things that I talked her about maybe doing a survey of the people that use the restaurant to see what they like, menu items, the appearance of the grille, the types of things she can incorporate in there. We have to also realize that we can't really dictate to her exactly what she can and can't do, but we can make suggestions for menu items and things like that. So quiet enjoyment is what the lessee is entitled to, but not interference with us. We can't go in there and say, "Can you put a Cuban sandwich on the menu." We can't tell her to do that.

Mr. Oakley: Is she currently paying 8%?

Mr. Melloh: No, it's currently 10% because we are in year five, but the initial three-year term was 8%.

Mr. Oakley: So, the new 10% she is paying is the same thing she is currently paying now.

Mr. Melloh: Right. Then when we get into years 4 and 5, it will be 12%. Basically, everything is up 2% from where it was.

Mr. Showe: With the addition of the beverage cart lease and the dish machine, that produces an additional \$5,400 for the District that wasn't there before.

Ms. Walsh: Over the years of being on the Board, that restaurant has been a bane to the golf course because depending on who was running it and how they ran it and all of the problems that came with it, it was such a huge headache and we lost so much money on it. Have we had any interest? Has anybody from the outside world come and say, "Hey, we are interested in that space?" Has anybody approached us?

Mr. Melloh: No.

Ms. Walsh: It's a niche kind of thing.

Mr. Melloh: You wouldn't open a restaurant if the golf course didn't exist.

Ms. Walsh: Right.

Mr. Melloh: It's like you are on a highway with signage.

Ms. Walsh: Right.

Mr. Melloh: I will point out to you that it's like Beef O'Bradys, which is in a plaza at the intersection of two major roads. It's not like the we have seen in the other plaza where Publix is,

which started off being Cheers and then it was something else. These people have the luxury of being on two major roads; Murrell Road and Barnes Boulevard and they still can't make the business work.

Ms. Walsh: Nobody is clamoring. She has definitely given us money over the years, which is nice as opposed to us pulling it out of the budget every year.

Mr. Melloh: She has been a good partner. When we signed the lease with her in 2015/2016, we went into a renovation, causing less people to be on the golf course, which means she has less people to sell to, but she made it all through that and now we are all battling the COVID crisis right now. She has been a big part of that, because part of the lease has a 90 day out clause either way, where if she doesn't want to be there anymore, she has to give us 90 days. The same thing with us. If we don't think she's doing a good job and we haven't reconciled our differences, then we would give her 90 days' notice.

Mr. Showe: Yes. That's correct.

Ms. Walsh: That's what I read too.

Mr. Melloh: It's not like she can just do anything she wants to for the next five years. My point in saying all of this is that she has been through a good part of it. We went through a few issues and I think we are now in good shape.

Ms. Walsh: Okay.

Mr. Melloh: So again, this is for discussion purposes. If you have anything that you want more information about, let me know. I can tell you that the minimum rent was about \$490. I will make sure that we have the exact detail on that. So, if you need anything for our discussion further at the workshop, let me know and I will be sure to bring that.

Mr. Showe: We can bring her to the workshop.

Ms. Walsh: If that was the case, then pretty much what you are asking her to pay would be the base rent anyway.

Mr. Melloh: Right. In my mind, of course, are we saying base rent or minimum rent? It could be 10%, but if it goes below \$500, then you have to pay \$500, where the base rent is \$1,000 plus 4%. I don't know how we want to word it.

Ms. Walsh: I think former opposed to the latter, whichever is more applicable.

Mr. Showe: Is there any other discussion on that? Hearing none,

EIGHTH ORDER OF BUSINESS**Staff Reports****A. General Manager's Report**

Mr. Melloh: For CDD maintenance, we had our normal day-to-day operations. We talked about clearing areas in the scrub jay habitat. This fiscal year, we are not going to be able to get a burn in. However, we are in discussions with a group for a prescribed burn either later in the fall or first part of January that could possibly be free to the CDD. We talked about before about doing a training exercise and have the State pay for that. So, we are just looking for a few documents from them so we can clear it through our insurance company.

Mr. Showe: It seems in similar terms to what happened before where they used it and the District didn't have to pay for it. So that is obviously an ideal situation. We want to make sure that our insurance company, with all of the liabilities, that could potentially be incurred. So far, we are just looking for the information from the vendor.

Ms. Walsh: Is that going to be through a grant or just something that's being done for their training?

Mr. Showe: Based on the email we have seen, they are getting grants to do a training. They are providing their services through that grant to the District.

Ms. Walsh: That works perfectly.

Mr. Showe: It appears that they will be providing all of the insurance. We are just waiting for the details on that, so we can make sure our insurance company is comfortable with potential liabilities.

Ms. Walsh: That would be awesome.

Mr. Melloh: That is going to be great. Going back to when we were trying to put together projects for the bonds, things that can enhance the quality of life of the CDD for non-golfers and other residents that don't play golf, we came up with the idea of spending \$400,000 for a nice trail through the scrub jay habitat, viewing areas and what have you, sort of like what you see at Grissom Park in Viera and Cruickshank. When we talked to Michelle at the zoo, they were not in favor of that. They wanted to keep as many people out of the 420 acres, because the scrub jays are very tame in nature. We had to scratch that because we weren't going to have any support; however, since then, I have spoken with Michelle at the zoo and she is on board with conducting a guided tour once or possibly twice a year when it's not scrub jay season and when it's not 100 degrees out there. We talked about maybe doing it in a form of a hayride, where we can get a

trailer to go through there or we can do a hike. A hike would be very difficult because a lot of them have sugar sand. I just wanted to let you know that she is on board with that and I will bring you more information. Of course, we want to make sure we get through the COVID crisis, but we also want to have it during the light jacket windbreaker type weather. So, people are not out there passing out from the heat because there is not a lot of air circulation back there. Anyway, I just want to keep you up to date for that.

Ms. Walsh: That's good.

Mr. Oakley: I know when we originally talked about it, we were going to put a nice concrete path out there that would be handicapped accessible, but that kind of got taken away. The hayride might be a good idea and for the hearty souls of walking through the sugar sand might be interesting to watch. I don't think that I will be participating in it. I want to thank you for going above and taking the lead on that. Originally, we tried to do it in October, but of course COVID came about. Maybe we can do it in January like we originally talked about. That would be a nice time to do it.

Mr. Melloh: I think January is a good time.

Mr. Oakley: I just wanted to thank you for doing that.

Mr. Melloh: You are quite welcome.

Mr. Oakley: We appreciate it.

Mr. Melloh: We have our normal maintenance on the golf course. We began a landscaping project on #18, where installed approximately 10 Foxtail palms. The look that we have been creating with our landscaping beds, created a nice landscaping corridor there. The 18th hole is the last hole you can see. We have already done some work around the greens to the right with our rock garden and now we have this. This is all part of the plan that we came up with a couple of years ago and the Board at that time, approved some money to come out of the reserve to do these landscaping projects. The project isn't done yet, but we have had a tremendous amount of positive feedback on that. I just wanted to let you know that we are working hard on that. We have your Rounds and Revenue Report. The good news is that we are trending pretty well ahead of the budget for the first 25 days. If you look at the previous year's numbers, we are basically double that. We had a lot of bad weather last August. For the entire month, we only generated revenue of \$40,000 in green fee revenue and we are almost double that right now. We had our share of weather. We started the month off with Tropical Storm Isaias. We had a lot of

lightning delays. The Thor Guard system was out of service. We service that every year. A few parts had to be replaced, but for the most part, it worked very well and keeps us protected. EGIS our insurance company demands that we use that, use it properly and we have all of the protocols in place for that. I'm very happy to see that our dollars per round of golf is up and our rounds are up. Even though we are doing social distancing, most of the people that come in have to still ride single in a cart unless they live in the same household. Does anyone have any questions regarding rounds and revenue? It's good news. We need some good news. We needed to catch up from what we lost in March, April and May.

Ms. Thomsen: That's excellent.

Mr. Melloh: That's where we are at. We are trying to get that back. In your agenda package, I have quotes for two pieces of equipment that we previously talked about from the bonds, where we had \$337,690 earmarked. The first one that I have for your today is for a wheel grinder. We have one mechanic, 30 pieces of equipment and 9 pieces of equipment with wheels that need to be sharpened on a continuous basis to give a nice cut. On the putting green that is cut at an eighth of an inch, those wheels need to be very sharp or they will damage the greens. The current one that we have is 25 years old. It has to be babysat. In other words, you can't just set it and do something else. So, this new one makes this a lot more efficient and there is a lot more efficient time out of our mechanic and a lot better process. The current one is ready to go at any time. We obtained two quotes; one from Wesco Turf for \$44,017 and the other one from Gold Turf for \$44,657. It includes the roller cable, delivery and set up. Westco is a company that provides us with the Toro equipment and their service is impeccable. They are the lowest bidder. So, if you guys choose to do so, I recommend that you approve it.

Mr. Oakley: I would like to just say one thing to the Board. I don't know if the Board Members have looked at the piece of equipment that's there, but I'm surprised that it's still running. The guys that were putting up with it, deserve a big pat on the back. So, I'm definitely in favor of this.

Ms. Walsh: Is there any preference to the actual equipment Akin Pro versus Bernhard?

Mr. Melloh: Our mechanic had a lot of input on this and is very familiar with it. He does not need any further training on either one of these.

Ms. Walsh: Okay.

Mr. Melloh: The reason why we are selecting the one provided by Wesco Turf is because Wesco Turf provides us with tremendous service. They are cheaper by \$600. That's not a big deal, but I think their preference is the one from Wesco Turf.

Ms. Walsh: Plus, Wesco Turf is right around the corner.

Mr. Oakley: Tim, does this include set up and install?

Mr. Melloh: Yes, it does. I had Scott our Superintendent verify that. We discussed that earlier.

Ms. Walsh: Do you need a motion?

Mr. Showe: Yes. A motion to proceed with the purchase of the grinder and wheel loader.

Mr. Melloh: Regarding the loader, we got four bids. It's a reticulating motor and it comes with what we specify as a 1.2-yard bucket and 84-inch gravel rake. This is a piece of equipment that would be used on 60% of the CDD, scrub jay and preserve and 40% on the golf course. It will be able to do a lot of projects. It will move a lot of trees. They have to keep the fire lines and there are a lot of roots. In both of these cases, all of this equipment purchased as we move forward and as we discussed before, we expect to get maybe a 20 to 25-year life span out of these. So, these things would not be something we want to lease, but it makes a lot of sense because we can get that with that longevity out of them. We have four bids. The one that we are selecting is the Ring Power Cap wheel loader, which is \$80,767. We have a bid for approximately \$6,000 less than that; however, it has the tier 4 emission package on it, which is for specialized emissions. It comes from California and it's expected that anything that is new is going to have to be retrofitted. It will probably cost us more money than if we just paid for a new one to begin with. A lot of times the equipment comes down to servicing, because when they break down, normally they are out in the field. With the Ring Power Cap, they can make repairs out in the field, whereas if we went with John Deere, we would have the responsibility of getting that equipment back to the maintenance facility and require bringing in heavy duty trucks to get it there. Anyway, the extra \$6,000 is definitely mitigated. So, our recommendation is for the Ring Power Cap compact wheel loader.

Mr. Oakley: Did we get a decibel reading to get the noise level?

Mr. Melloh: I'm not sure. I will tell you that we did demo it for three or four days and it seemed to be pretty quiet.

Mr. Oakley: Some of that equipment could be noisy.

Ms. Thomsen: Where are the Ring Power Cap guys from?

Mr. Melloh: They are local, right down the road.

Ms. Thomsen: Okay.

Mr. Melloh: We worked with these guys before because we have a variable piece of equipment that's very good. Unless you have any further questions, I would like for the Board to approve those two pieces of equipment so we can move forward.

Mr. Showe: If the Board is amenable, we would like to have a motion to purchase the Bernhard 4100 wheel grinder as proposed by the General Manager as well as the Ring Power Cap 906M compact wheel loader.

On MOTION by Mr. Oakley seconded by Ms. Walsh with all in favor purchase of a Bernhard 4100 wheel grinder from Wesco Turf in the amount of \$44,017 and Ring Power Cap 906M wheel loader in the amount of \$80,767 as proposed by the General Manager were approved.

B. Attorney

There being none, the next item followed.

NINTH 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 #3961 through #3984 from the General Fund in the amount of \$24,463.05 were approved.

Ms. Walsh: There were no checks from the capital reserve account.

On MOTION by Ms. Walsh seconded by Ms. Thomsen with all in favor Checks #27917 through #27981 from the Golf Course Fund in the amount of \$63,782.63 were approved.

Ms. Walsh: That concludes my report.

B. Balance Sheet and Income Statement

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

C. Approval of Fiscal Year 2021 Meeting Schedule

Mr. Showe: The meeting schedule is the same as it normally is, with the exception of December and November. We had to move those meetings to Thursdays due to holidays. We moved up your workshops in accordance with that and have your public hearing set for 6:00 p.m. If the Board is amenable, we would like to have a motion to approve the meeting schedule.

On MOTION by Ms. Walsh seconded by Ms. Thomsen with all in favor the Fiscal Year 2021 meeting schedule as presented was approved.

Mr. Showe: I just want to give the Board another update in what has been extremely frustrating, dealing with the State of Florida. I know we discussed before where the District, since 2007, has been on the list of financial emergency, because of a depreciation technicality on our golf course. We haven't triggered that emergency for the past decade. We have given everything to the State. We have been in contact with them over the last year to try to get our name off of that list. As we reached out to them last month, what they told us was, "Yes, we have everything; however, because of COVID, your request is on hold." So, we are continuing to follow up at least once a month. We had our auditor write a letter. Our auditor has submitted everything, which is even in excess of what the Statutes say you are supposed to do to get your name cleared. The Statutes essentially say that you are supposed to be off of the list as soon as you no longer meet it. So, I just want the Board to know that we are still working on that issue. It is not an issue for the District. We are just trying to get our names removed, because we don't qualify anymore.

Mr. Oakley: Jason, how long have we been trying to get our name off of that list?

Mr. Showe: I went back through the emails and it has been over a year at this point, since August of 2019.

Mr. Oakley: Thank you for your efforts.

Mr. Showe: We are trying. They are not being real cooperative at this point.

Ms. Walsh: That has not impacted anything as far as our credit rating or anything like that.

Mr. Showe: Absolutely not. The District received a very favorable credit rating, which is why you have such a low rate of interest on the new bonds that were issued.

Ms. Walsh: Thank you.

Mr. Showe: That's all I have.

TENTH ORDER OF BUSINESS

Supervisor's Requests

Ms. Walsh: I know that we aren't going to be doing the irrigation until next year, but where are as far as getting bid packages together?

Mr. Showe: Sure. That's a great question. Tim sent me all of the information that he has. Similar to the bulkheads, we are providing that to our Engineer so they can assist us with another bid package. The way Tim proposed it, he would like to do that plus several other projects at the same time.

Mr. Melloh: Yes. What we have there is the irrigation system, renovation of the bunkers and rebuilding the #7 green at the same time. I have a list of how we need to go about doing that as extensive as I can to get the ball rolling. We want one vendor to do that. As an example, when we are working on #14, they closed #14, put the irrigation system in and worked on the bunkers simultaneously. Then when we are done with the bunkers and the irrigation system on that particular hole, we will be able to open that hole up and move on to #15. If there are two different vendors, they get in their way, they step on toes, work on one thing faster than the other and the next thing you know, we have four or five holes closed and nobody wants to play out there. At the same time, we are going to be rebuilding the #7 green and that hole will be closed down as well. I requested a start date of May 15, 2021 so we can get through all of our high season money making months. Of course, that's where we kick in with the lost revenue on here to help us through that, like we did when we did the greens in 2016.

Mr. Showe: If it's even needed.

Mr. Melloh: We just don't know. I've presented Jason with the scope of work. He got with the Engineers and they are trying to put together a package of how to go about doing this. We have our Irrigation Consultant, Aqua Turf. He is great and will work with our Engineer. We are going to have a lot of people working on this. Yes, we are moving forward to getting a bid

package for that. Of course, one of the things with this bid package, which is how I would describe it in the scope of work, there are things that are going to be put into the package that are add-ons and takeaways. With all three things combined, it's \$3.2 million. So, if it came in at \$3.3 million and we had to trim \$100,000 off of it, we could say, "Maybe this bucket here, this bucket here and this bucket here, we won't do the capillary concrete and maybe we'll take away 30 irrigation heads." There are things that we can back off on to make the number fit to what we have. Of course, we have a little contingency if it happens to run over, but we have a lot better understanding of costing this out. If you recall, we did do the capillary concrete on #18. We know per square footage what that cost is going to be. We know how many square feet we have to do so we are going to be in a really good ballpark there. This is what our Irrigation Consultant, Aqua Turf does for a living and they have done some very high profile golf courses. They know, based on what we have, what this will end up costing us. They also have a way for us to maybe save some money by us bidding out the actual hardware and the piping first. This is going to be a really great project and working with Dewberry has been great on the bulkheads.

Mr. Oakley: When are you planning on putting the filtration system on the pump? Before they put the sprinkler system in?

Mr. Melloh: Yes. Obviously, you would want to do that prior to that, but just prior to going in. Of course, we wouldn't want to do it now, because in order to put the filtration system in, you probably have to take the irrigation pumps out.

Ms. Walsh: Not in the summer.

Mr. Melloh: If we did it in January when water is not quite such an issue, that is probably the time we would do it.

Mr. Oakley: I just wanted to make sure that it was done.

Mr. Melloh: Exactly.

Mr. Showe: Just for the Board's comfort level, this is something I probably should've mentioned earlier during the bulkhead bid, that this part is not where the Engineer's work ends. Part of the contract that you approved is that they are also going to oversee construction. So, when they are out here building, he is going to make sure that they are doing it exactly the way we spaced it and it is going to be done in accordance with that. He has to sign off on every expense, everything that comes through for that. So, you have some expert eyes on that project as it's being worked on.

Ms. Thomsen: Do we have to flood it once a week?

Mr. Showe: They will set up regular site inspections. They will be out quite frequently. Tim is here. So, if he knows something, he can take care of it.

Mr. Melloh: We have Scott the Superintendent and myself overlooking it. Of course, Peter and his crew will be here on an as needed basis to sign off on it and make sure things are being done the way it should be. To be honest with you, it is a pretty sophisticated project and there is not going to be a lot of care taking out the damage. They are the geese that lay the golden egg. People play on the greens and we can't have them damaged. There are irrigation systems. The irrigation is right there next to the bulkhead, so if they pop a line, they have to be able to repair it quickly. So, there is a lot to it. Peter is going to be in a Project Manager type of situation where he would make sure that everything is being done in accordance to the contract.

Ms. Thomsen: Is there any knowledge that you have that we have more options in bidders this time versus the bulkheads that we ended up with just one?

Mr. Melloh: It's going to be specific. There are some companies out there that basically do nothing like building golf courses as far as building bunkers, building greens and then they hire another company to come in to do the irrigation system? There are some people that just do irrigation systems and they don't do any land work, but then you have companies like Landirr, which is a land and irrigation altogether and there are companies out there that do both. Again, it comes down to, what do they already have on the books for next year? So, we are starting now, in August. We probably won't get a bid package out until the middle of fall.

Mr. Showe: Correct. That's a good time to get on their schedules.

Mr. Melloh: If they already have work being done, they won't bid on it. Where we will have some money savings is that there are basically two major companies that provide these kinds of systems. These are called two wire systems from Rain Bird. We all know them, Rain Bird and Toro. Scott and I have been to Bay Hill where they were putting in the Rain Bird system. We were in Ormond Beach, right on the beach, where they were putting in a Toro system. Of course, we are going to use High Density Polyethylene (HDPE) piping that is PVC. There are borings under the road. There is a lot to this. You have people, right off the bat, Toro or Rain Bird and that's why we want to bid that stuff out separately, because they will give us the best price because they want the business.

Ms. Thomsen: That's what you were referring to with the hardware.

Mr. Melloh: Right. For the installers, I suspect that we would have more people bidding on that project, Melinda, than the bulkheads.

Ms. Thomsen: Good.

Mr. Melloh: The other stuff is pretty straightforward. You have to do this every day. The bulkhead thing is something that happens. In 40 years of being in the golf industry, I've never seen anything like getting these bulkheads. We have been working on this for over a year.

Ms. Thomsen: I know.

Mr. Melloh: We had so many different people come in, tell us, "We can do this and we can do that and we can do it for this much money," but then we came to find out that they didn't even bid on the project because they know that it was very complicated. Once they found out that they had to do all of the things that are in the contract, they didn't bid. We are very happy with Landirr. They are going to do a fantastic job for us based on the pictures. That's all.

Ms. Walsh: So, we are looking at maybe getting a bid package out somewhere in the fall?

Mr. Melloh: That's what I'm hoping.

Ms. Walsh: Early?

Mr. Showe: Yes.

Mr. Melloh: The further we go, the more these contractors get their schedules full because if they start on May 15, I'm hoping by October 1, we get it all finished. It just depends on the weather in the summer. It's a four or five month project.

Ms. Walsh: Okay.

Mr. Oakley: Hopefully they will start tomorrow.

Ms. Walsh: That's all for me. Thank you.

Mr. Showe: Do you have anything, Melinda?

Ms. Thomsen: No. Thank you.

Mr. Showe: I bet Bill has something.

Mr. Oakley: Sure. I have three people that are working with me on dog park issues. Just to get a better idea, they felt that we should have a survey. When I told them what the cost of the survey would be, they thought maybe we shouldn't have that much of an in-depth survey. So, I came up with a simple 10 person survey. Find 10 people and ask them a question. I don't care if they have dogs or don't have dogs. Just ask them, "Would you support the dog park? Yes or no? No detailed information." After they answer the question, see if they answer, "Do you have a

dog?" So, we have a basic random survey. On the front page, out of all the people surveyed, we asked them without knowing if they had a dog or not. I just chose people. Then I found people with dogs. It's totally random. Eighteen people said they don't want a dog park. Fourteen people said they wanted a dog park. Seventeen people said a dog park was okay. They didn't say no and they didn't say yes. They said that a dog park was okay. The next question was, "Do you own a dog?" Fourteen people said they do not own a dog. Twenty-seven people said they owned a dog. The next question was, "Will you use the park?" Eight people said they would use the park. So, the results of the survey is, 55% were in favor of the dog park and 20% said that they would use the dog park out of the 55%. I thought that was interesting. Tim asked, "What is the survey supposed to tell us?" It's just giving us a random bit of information that we didn't have before. Is it a scientific survey? No. It's a random survey, but it gives us an idea as far as the dog park is concerned. Also, a couple of other issues that I am dealing with, which the Board has nothing to do with, is I asked Ed to give us an idea about sprinkler systems. We do not have reclaimed water down there so I wanted to know whether we could take it from the lake or whether we have to drill a well. Then the other situation is how much would it cost us to run water for a drinking fountain for people and dogs out to the dog park from our existing bid. So, we are getting more detailed information. I did another drawing. When I get this all together, I will provide a presentation to the Board. You can listen and say you don't want a dog park, whatever you want to do with it, but I think it's giving us a better idea of what is happening. That's the main reason I'm doing it. The last item I have is I had an interesting thing occur to me the other day. When I was at the golf course, I said to one of our employees, "I really want to thank you for all of the stuff you are doing during the COVID-19 virus. I know it's been pretty tough with you guys." He looked at me in amazement and said, "Oh, thank you. I never had anybody tell me that before." So that was a highlight of my day. I said, "That's kind of you." So, as a Board Member, I would like for this to go into everyone's paycheck.

*"This past year has been a tough year for all of us with the COVID-19 virus. We all had to do social distancing. As a CDD Board Member, I would like to personally thank all of you for a great job under these unusual circumstances.
Signed Bill Oakley."*

Mr. Oakley: I will give you this and if you can, make sure that it gets into their folder or envelope or whatever you want to do with it.

Mr. Melloh: Sure. Absolutely.

Mr. Oakley: Please give it to all CDD employees, because I think they all had to go through a lot this past year with their families. Should they go to work when guys aren't wearing masks? I just want to recognize them and just say thank you.

Mr. Melloh: Thank you. The crew has done an exceptional job getting through all of this. We always listed our accomplishments. There has really just been one accomplishment and that is keeping the golf course open, keeping CDD operations operating. That's all because of the staff. They have done such a phenomenal job. A lot of golf courses haven't been so fortunate. They had to close down for quite a bit of time. Everybody has done a great job social distancing. We've had no issues. So, we've been able to keep it open and never shut down one day. I will see that they get it tomorrow.

Ms. Walsh: David?

Mr. Bedwell: I have no requests.

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

ELEVENTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

MINUTES OF MEETING
VIERA EAST
COMMUNITY DEVELOPMENT DISTRICT

A Public Hearing of the Board of Supervisors of the Viera East Community Development District was held on Thursday, August 27, 2020 at 6:00 p.m. at Faith Lutheran Church in the Multi-Purpose Room, 5550 Faith Drive, Viera, Florida.

Present and constituting a quorum were:

Paul McCarthy <i>(via phone)</i>	Chairman
David Bedwell <i>(via phone)</i>	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. Showe called the meeting to order at 6:00 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Showe: We will open it up for members of the audience who would like to provide comment. There is a separate public comment period for both the rules and the budget. So, if you want, you can hold your comments on those until that time. Otherwise, please state your name and address and keep your comments to three minutes.

Tony Volpe, IRCC: I want to make sure it's clear that I don't agree with the decisions you make. Okay? That doesn't mean it's not the right decision, it's just that I don't agree with it, but I try to give you direction, which I think you should take and I try to do that respectfully. I hope that I do. I think you made the best decision you could, based on experience and knowledge. I'm looking in from the outside, so I don't have the same detail you have. However, I just want to go over the doggie park again. I don't have a problem with the doggie park. If the

community wants it, I'm okay with it. What I shared with you were things to be aware of. Tim did an excellent job yesterday, talking about the restaurant business. I like that restaurant. I like the people there. The people I see there like it as well. I offered to help you, but I'm not sure if you really know what I can help with. I have a full gamut of experience. I have an MBA in Business Administration and construction, technology, management and project management. I'm a Real Estate Broker. I'm certified in computers, management and project management. Now, I will share with you something to show my experience. I have more job experience than most people have before they retire. That's because I've been working since I was about 12 years old, taking care of myself as a teenager, making decisions and making money. I built my first house when I was 19 years old. I built my newlywed apartment in the basement from scratch myself, managing the whole thing. It gives you a good idea of what my experience is. I've grown to a high corporate management level. I worked hard for it, but I have that experience to help you out with. So, what does that mean? All that means is that I'm offering to give you input for a positive solution. Okay? It's up to you how you use it.

Mr. Showe: Thirty seconds.

Mr. Volpe:: I also want to tell you, lastly, congratulations on closing the lawsuit. Keep in mind that there are learned lessons from this and I suggest you focus on it. Lastly, I want to suggest to you, that you don't beat yourself up. There are plenty of people out here to do it for you. Thanks for your hard work.

Ms. Walsh: Thank you, Tony.

Ms. Thomsen: Thank you.

Peter Carnesale, IRCC: Good afternoon. I'm Pete Carnesale and I live at 1910 Independence Avenue in the Indian River Colony Club (IRCC) across the street. You people, the current Board, the one everybody sees before them, is not adhering to transparency in government. Knowing higher governmental rules applied to government, you just seem to ignore them. I will give just a few examples of those failings to disclose information properly as described in the government in the Sunshine Manual publication of the State of Florida:

1. The minutes of your regular meetings for over six months were not posted on the VECDD website until it was brought to your attention at one of these meetings. Then magically, they all appeared within a day. You obviously had them, you just didn't post them for the public.

2. The minutes of your workshop meetings for the past through years, if they exist still do not appear on the VECDD website, despite the clear statement in the same stated manual that workshop meetings are not exempt from this requirement.
3. Then there are shade meetings. Those are the meetings with the lawyers discussing pending litigation. I'm saying the description because you know, but they may not know what they are. In that case, the minutes are to be released promptly after a settlement is reached on a lawsuit, which is no longer pending. Since the lawsuit was signed off in May and finalized in June, why are the minutes still not on the VECDD website?
4. There also was no discussion made during regular meetings, nor was a special meeting called to inform or get opinions from the residents or formalize the results after the lawsuit, before issuing the altered bond. Finally, just yesterday, well after the fact, the Board approved the release of that information.

Mr. Carnesale: These are just a few of the examples of the current Board failing to follow governmental regulations and not keeping the residents informed. Now I am one of the candidates for the CDD to challenge control of this Board in November, but that does not change the facts. If elected, we have pledged not only to keep the residents informed, but to keep them and their HOAs involved in all major decisions. Thank you for allowing me to speak at this forum and keep the residents informed.

Mr. Oakley: Jason, would you like to address the minutes of the meeting, especially the meeting that we never had?

Mr. Showe: We don't keep workshop minutes. We have recordings of all of the workshops available upon request and upon request, we provide those. It is the same as shade sessions. We typically don't post shade meetings on our website; however, if the Board would like me to, I can certainly post those, if there's no opposition. The Sunshine Law requires that those items are available promptly and provided promptly when requested. I think there may be some misinterpretation there. We provide them immediately. We had several people in this audience request those and I believe that they were provided promptly when they were requested. If the Board wants me to place those on the website, we have no objection. I'll just make that happen if there's no objection of the Board at this point.

Ms. Thomsen: No objection.

Mr. Oakley: Thank you.

Mr. Showe: Are there any other audience comments?

Steve Colasinski, Herons Landing: The initial charter for the CDD indicates that the District has the power to plant, construct, operate and maintain certain basic services such as the water supply, sewer, water management, roads, bridges, culverts and streetlights. There is also a provision for recreation. How close are we to this today? In the 2021 budget, out of \$678 for assessments, only \$35 is going towards community infrastructure. The restaurant is for the golfers. Park maintenance and fire line budgets went down for 2021. The new bond decreases our borrowing power to deal with catastrophic events in our community. If we had a catastrophic event, we would need a special assessment. We need to stop the practice of the financial constraints of the golf course bonds for 2012 and 2020. That limits our District to only golfing for recreation activities. We need to change values and focus more on our neighborhoods. Consider the replacement of golf course turf and lake consultants to get better health of our lakes. We need to invest more in our community. It is time to start cutting expenses because operations are losing money. Last year, the golf course lost \$50,000. This year, it is projected to lose \$20,000, but it is probably closer to \$50,000, since so far it has not been very active. Again, they are just projections. The 2020 golf course projected revenues are down \$169,000 from the initial 2020 budget. The 2020 budget only lowered that amount \$38,000. The 2021 budget is unrealistic. The COVID-19 impact begins. The golf course has a \$4,175 difference between revenues and expenses for 2021. This is not a self-sustaining budget for the golf course. For the 2021 budget, consider cutting Clubhouse uniforms by \$1,500. Consider cutting the ground crew uniforms for \$11,000. We have about \$3,000 contracts. This is \$120,000 in potential lost revenue. The Florida State Golf Association handicaps \$5,000. The Cocoa Beach regional chapter for Florida Space Coast membership is \$3,300. The GPS that we have on our carts is \$11,000. Most people use handheld devices. They don't use GMS. Most golf course are getting rid of GPS on carts. We gave staff a 3% raise and spent \$3,000 for a holiday party last year. We cannot afford to provide these when you are losing money. There are \$150,000 in savings and that is basically the difference between a self-sustaining golf course and when it is dependent upon taxpayers.

Mr. Showe: Are there any other audience comments?

Rob Dale, Osprey: One year ago, at the last annual meeting in July, 300 residents attended. Eighty-Five percent of those who were speaking were against a \$11 million bond that this Board passed, with zero dissent after the meeting. Since that meeting, this Board spent \$450,000 of CDD money on legal fees, while employing multiple, remarkable high-priced attorneys and two lawsuits. By contrast, the two lawsuits saved the District roughly \$500,000 of deferred interest. Additionally, the lawsuits forced lowering the principal amount of the bond by several million dollars. The lawsuits forced this Board into settling for a smaller bond than they have today. So here we are a year later. The CDD Board is flush with cash from the newly settled \$7 million bond. That is \$7 million, that all of you had the power to spend, but we don't have the moral authority right now. You all know how contentious that bond was. I believe that you all settled because you realized that three of you had a strong chance of losing the three Board seats in the election in November, just two months away. You have the power to spend that cash immediately, but I challenge this Board to do the right thing and wait just two months before going on a spending spree. Let this November's election be a referendum on the actions of this current Board. If I'm wrong and this Board is right, you should win in November and I will acknowledge that fact. If you try to spend that money quickly, and commit too many contracts before November, you'll be doing the wrong thing and you'll have proven my point. They settled because they wanted to spend the money quickly, before being voted out. That would be a slap in the face to this community. It's only two months. Do the right thing. Let the voters decide the future of their money this November.

Mr. Showe: Thirty seconds.

Mr. Dale: I am part of the team running for responsible change for the CDD in November. If elected, we pledge to halt for immediate review, any contracts that are passed by this current Board. Contractors do not like uncertainty and contracts can always be broken. Facilities can be repurposed. Do not sneak the restaurant lease in for five years instead of its standard one-year lease, like you are currently trying to do.

Mr. Showe: That's three minutes.

Mr. Dale: It's not fair to the restaurant owner or the community. You as elected officials have a fiduciary responsibility to this community and I recommend to this Board to wait until November before spending and extending too many contracts, because that can cost the District even more than it cost you already. That will be shameful.

Janet Helms, Golf Vista: There was a video that was recently released on *Nextdoor*, and questions came up against that, much like some of the things that we talk about here. I never saw the dock, but the dock didn't get rebuilt. There has to be a reason why it didn't get rebuilt. Was it due to the cost? Liability? What was the issue with that dock? Also, on the 18th green, the hole is supposed to be spectacular, but was it a \$5,000 expense? Was that really the figure or was it more or less? I was just curious. I'm going to say it right here. Someone here mentioned tonight about taking control of the Board. I think of you as individuals and I absolutely expect you to act as individuals. Whoever comes in, should act as individuals, not take control of the Board. Don't let it come to that. Thanks.

Mr. Melloh: I think we discussed the dock about four years ago. Our staff said it was not used regularly. We had a bid of \$3,000 to remove the dock and \$24,000 to replace the dock. So, at the time we just made the choice not to spend money to do that, but we reserved the right to rebuild the dock if that ever became an issue. My suggestion would be to move it to the lake further to the south because it is a much bigger lake. The lake that dock is in is a very small retention pond type of lake. We can definitely rebuild that. That's certainly not off the table, but that was the decision made at the time.

Mr. Dale: When is the last time you guys talked to the HOAs about any of these issues?

Mr. Oakley: The HOAs can come to any one of these meetings. I'm not going to get into a discussion with you. They are open meetings. We requested they come, but they choose not to, so there is not much we can do about it. I attended Viera East Community Association (VECA) meetings. I attended Herons Landing meetings. I haven't seen you guys there. If you want to start, let's start.

Mr. Dale: I'd be glad to start with you.

Mr. Oakley: Get your figures right, if you are going to put figures out there. You put so many wrong figures out there, it's ridiculous. The sidewalks were grinded so they wouldn't become a tripping hazard, so you go right ahead.

Mr. Dale: There's no point.

Louise Carnesale, IRCC: I'm Pete's wife. I have a problem with a couple of things that were said by you, that anybody can attend your meetings. I would say 60% of people work and are unable to come. You people have to pay for advertising so these people know that they can now come to meetings.

Mr. Oakley: Jason, are these meetings posted?

Mr. Showe: Absolutely.

Mrs. Carnesale: We are not going to take time off from work to come to a meeting. They have to work. Especially during this time frame.

Mr. Oakley: Do you know how many people we had at the last budget meeting?

Mrs. Carnesale: I used to come to a lot of meetings.

Mr. Oakley: Do you know how many people we had at the last budget meeting at night?

Mrs. Carnesale: I don't know. It doesn't give you the right to spend money whenever you want to.

Mr. Carnesale: Just because people aren't here, doesn't give you the right to do that.

Ms. Thomsen: Don't blame it on us.

Mr. Carnesale: If people cannot attend the meeting, that means the decision is made by me.

Mrs. Carnesale: It's made by them anyway. They don't listen to what we say, which was obvious at the last budget meeting. They just simply voted and didn't even listen. That's it and there was no more discussion.

Mr. Oakley: At the first budget meeting, there were several people that wanted to get up and speak. They were concerned about getting attacked by a few people. They were actually concerned. At the last bond meeting, one Board member misspoke during the meeting. I got yelled at and challenged. I just felt very, very uncomfortable. I went out after the meeting with Mr. Dale, Steve and Matt Souza. We had a nice discussion. All I remember is someone saying, "I will see you in court."

Mr. Dale: You handed me your business card and then you proceeded to call everybody in the neighborhood and tell them how I intimidated you.

Mr. Showe: We need to keep this to CDD public comments.

Mr. Oakley: Everybody is yelling and insulting me.

Mrs. Carnesale: I was also with you when you came out with that group. You were very kind.

Mr. Oakley: Thank you.

Mrs. Carnesale: No one got aggressive. I do remember them saying, "Well we can't solve it tonight so I'll see you in court." You said, "That's fine" and gave him your business card. So, I was also present during that time.

Mr. Oakley: Excuse me. I apologize.

Mrs. Carnesale: You apologized, but they didn't attack you either. I didn't see that and I was standing right there.

Mr. Oakley: Also, during the second bond meeting I told a resident that I heard exactly what they said. The second week, I had a proposal drawn up and gave it to Jason and Tim. There was a reduction in the Clubhouse renovation of \$2.9 million and I was advised not to present it to the Board because of the pending legal suit. So, I held it until I was able to, I provided it to the Board and they passed it. Before the litigation was settled, we already had a reduction of \$1.9 million.

Mrs. Carnesale: I still want you to know that everything you do is for the people out there. They should have the opportunity, especially the working young families, to be able to come to a meeting. Then if you changed the time of your meeting and announced it, you would have more people in attendance. I do a lot of public service work, and the biggest complaint I hear, besides what you have done, is that they can't come to meetings and voice their opinion. That's because you have a 2:00 p.m. meeting.

Ms. Walsh: It used to be earlier.

Mr. Showe: Are there any other public comments?

Robert Stickels, Bayhill: I know we passed a bond issue and that it was contentious. There was probably \$7 million spent for maintenance. We are doing maintenance on things that will last five, seven, twelve years that we will be paying for years after that. So, what are we doing in the budget now to satisfy the maintenance in the future as these things wear out? There is nowhere near enough money to cover maintenance in the next five, seven or ten years. I think it's negligent if you don't start setting aside \$100,000 a year for maintenance. You are going to be borrowing money at the end for five years and financing the debt for another 20 years. It's just silly what you are doing. Thank you.

Mr. Showe: Are there any other public comments?

Timothy Bianchi, Auburn Lakes: Yes. I sent this to the Board in the mail, but I don't know if residents have seen it.

Ms. Walsh: We saw it a year and a half ago.

Mr. Bianchi: I have been a resident since 2004. I think it should be given to everyone who buys a home here. What I have an issue with on this, and I went back to the minutes and can't find it, is can somebody explain to me why Tim is the COO of the CDD?

Ms. Walsh: He is the General Manager of the CDD and the golf course.

Mr. Bianchi: How much are the Board Members paid?

Ms. Walsh: We get \$200 per meeting.

Mr. Bianchi: I said annually.

Ms. Walsh: Annually, it depends on how many meetings, up to \$4,800.

Mr. Bianchi: So, you get paid \$4,800 annually.

Ms. Thomsen: It's per meeting that we attend.

Mr. Bianchi: Correct, but the cap is \$4,800.

Ms. Walsh: Correct.

Mr. Bianchi: Does anybody in here know that?

Mr. Dale: Yes.

Ms. Walsh: Mr. Dale knows. He was on the Board before.

Mr. Bianchi: How many employees does the CDD have?

Mr. Showe: Approximately 50.

Mr. Melloh: 52, I think.

Mr. Bianchi: Out of those 52, how many do not regularly work for the golf course?

Mr. Melloh: Four.

Mr. Bianchi: So, we have four members that have nothing to do with the golf course whatsoever.

Mr. Melloh: Correct.

Mr. Bianchi: Out of those four, how many do the oversight for CDD subs?

Mr. Melloh: I'm not sure that I understand the question.

Mr. Bianchi: I'll make it easy. I'm probably going over three minutes. I assume the Board would know how many employees work here.

Mr. Oakley: We do.

Mr. Bianchi: You didn't. You had to go to Tim. So, there are four employees and we have subcontractors out here. Whoever does the fire mitigation is a subcontractor that we hire. Out of those subcontractors, who does the oversight of the subs for the CDD?

Mr. Melloh: Ed Grasser, our golf course maintenance person.

Mr. Bianchi: So, one person controls all of the subs oversight.

Mr. Melloh: We have two of them.

Mr. Bianchi: These are questions.

Mr. Melloh: I understand. I answered before and it sounds like you wanted the answer at the time.

Mr. Bianchi: I never asked who did the oversight. I'm counting subs, which you didn't provide to me.

Mr. Melloh: I apologize.

Mr. Bianchi: I'm trying to understand why we have subs out here when I'm running and I stop to talk with Pete, and he's like, "I don't see anybody out here, but I understand your issue with some of the lakes." Can the Board state to the residents a finding that this golf course belongs to Viera East CDD residents?

Ms. Walsh: Yes.

Mr. Bianchi: Is it stated now that we own that golf course? We bought it, paid for it and billed the bond. So, we own it. Why do I have to pay to play on the golf course that I own? That's like asking did Walt Disney pay to go to Disney World? It doesn't make any sense to me. Never mind. You guys can't answer that. So why can't the golf course be self-sustained? What is the issue with the golf course that it can't self-sustain itself? How many years have we needed people and we talked about the same issue? We don't talk about the cart. We don't talk about the burns. We only discuss golf course issues. We have been subsidizing this hemorrhage for years. When are we going to tie the team together like you did with the restaurant? Do the same thing with the golf course. You are putting a burden on the future of Viera East. We are not sitting down and taking the time to review why this golf course is not self-sustained.

Mr. Showe: We are at five minutes.

Mr. Bianchi: The last thing is somebody said something about golf. Do we have hurricane insurance? We had similar issues in my HOA and the insurance company paid for that.

Ms. Walsh: It wasn't that damaged.

Mr. Showe: It wasn't a hurricane.

Mr. Bianchi: We had one burn. Did we try to get insurance to pay for it and do we have insurance on it?

Mr. Showe: Yes.

Mr. Bianchi: So, did we try?

Mr. Melloh: The dock was 20 plus years old. It was rotting out. That's why we closed it.

Mr. Bianchi: It's like the tires on your car. After so many miles, you at least get something back for the residents. Anyway, when people buy a home in Viera East, they should get educated on what the CDD does. They have to sign the document for VECA. Why not have something in writing that says, "Oh by the way, there are three types of associations out here and here's one, VECA is the middle one and then your HOA." I just don't understand.

Mr. Showe: The CDD does not receive sales transaction information.

Mr. Bianchi: Pursue it. Jason, I know that you are a smart man. VECA has done it. You can say, "Can you slide it in your documents?" How hard is that?

Mr. Showe: If that's what the Board wants.

Ms. Walsh: We would have to be at every closing.

Mr. Bianchi: That's what they have with VECA. We tell them, "When you move into Viera East, you must sign the VECA documents stating you can't have a home without a sign." Why not say, "Hey VECA, could you help us out? Slip this little brochure in with your VECA document so they understand?" How hard is this?

Ms. Walsh: I think we would go a different route than that, but if your realtor is not disclosing to you that this is the situation that you're in and when you purchase a property in the CDD, these are the fees that will go along with that and the expectations of what can happen because we own a golf course and we have Woodside Park and the scrub jay habitat and burns, that shouldn't be a problem, but to actually to put that particular thing together for everybody, I think would be cumbersome.

Ms. Helms: So, you are taking no responsibility.

Ms. Walsh: I'm sorry.

Mr. Bianchi: You're dodging the question.

Ms. Walsh: No, I'm just saying that I think that would be a little cumbersome and I think we should put something in writing.

Mr. Bianchi: How many were made?

Mr. Melloh: We mailed it out to 4,300 homes within the CDD and had 700 extras to send to real estate agents. So, we had 5,000 printed. We went to Allegra and they sent it out to CDD residents. I'm sorry that it did not end up in your mailbox, but it had every attempt to show up there.

Mr. Bianchi: I'm not saying the attempt wasn't made. What I'm saying is you folks should provide this document when somebody buys a home. That's all I'm saying. You figure it out. I gave you ideas. You are the Board. You are paid to figure these things out. So, figure it out.

Mr. Oakley: Tim, would you tell the gentleman, out of the 50 employees that we have at the golf course, how many are full-time?

Mr. Melloh: There are 17 full-time employees,

Mr. Bianchi: I didn't ask that question.

Mr. Oakley: I thought I gave you the answer.

Mr. Bianchi: But I didn't ask.

Mr. Oakley: I apologize.

Mr. Bianchi: I just wanted to know the number of employees. I was really trying to get down to the four employees that have oversight for our subs. That's what I was trying to find out. Now I find out that there was only person in your oversight for all of your subs. You may want to look at that.

Mr. Walsh: I'm Jo's husband. There are only two subs. I've been to these meetings and all you guys want to do is sit and fight. And you Mr. Dale, make up incredible numbers. I don't know where you come up with them. I go home and I'm laughing sometimes. I can't believe you people listen to him, because it's not real. You are talking about the \$300,000 spent on the lawsuit; \$150,000 of which was from your lawsuit. The judge basically gave you every opportunity in the world to come up with something real and all your attorney did was sit there and said nothing.

Mr. Dale: Lets go forward with the meeting.

Ms. Walsh: If you are going to take your mask off and come off that ledge, please step back.

Mr. Dale: I'll step back. Why don't we move on?

Ms. Thomsen: He had a chance to say something.

Mr. Dale: It's coming from you.

Mr. Walsh: Why? Because I'm married to a Board Member?

Mr. Dale: Yes.

Mr. Walsh: He said he doesn't get it.

Mr. Bianchi: I hear you.

Mr. Walsh: The money for the restaurant...

Mr. Bianchi: Are you talking to us or to me?

Mr. Walsh: I'm talking to you. The money for the restaurant, they knocked that off because their attorney made some legitimate points. They were fighting it, just like they fought you. When I first moved to Viera East, I lived in Auburn Lakes and you were on the Board then. What happened? Well you quit. You quit being on the Board because you wanted to run for something else. You left this Board here. Not these people, but one person here with \$2. That's it. That's all that was in the operating account. I don't know what they have in there today, but I guarantee it's a lot more than that. Where did all the money go? When every house was sold in here, there was a recreation fee charged to every homeowner. That was supposed to come to the CDD to pay off the bond. Where did it go?

Mr. Colasinski: Do you have information so we can verify your \$2?

(Indistinct Dialogue)

Mr. Walsh: I wasn't here 20 years ago or 10 years ago. That sounds good.

Ms. Helms: I don't want to hear about 20 years ago. We are talking about right now. I guarantee you what happened 20 years ago, was different.

Mr. Walsh: It doesn't settle what's going on now. You are paying off that bond now. There is another bond that's in the pipeline, but you are paying it back until that bond is paid off.

Mr. Bianchi: But you don't have to renew the bond.

Mr. Walsh: No, you don't.

Mr. Bianchi: But that's what's happening.

Mr. Walsh: No kidding, but you need money to run this place.

Mr. Bianchi: That's what we are talking about. Why can't a golf course be self-sufficient?

Mr. Showe: Let him finish his comments.

Mr. Walsh: This is a moot point. This is ridiculous.

Ms. Walsh: I do have the minutes where there was \$2 in the General Fund.

Mr. Dale: I would like to respond to the accusations.

Ms. Walsh: I'm just telling you.

Mr. Bianchi: First off, the State of Florida, has a designed to run law, which says if you run for another political office, you have to resign your current post. I ran for State Representative.

Mr. Walsh: I know we're the opposition. Secondly, when I was on the Board, there were no tax increases. The number two accomplishment, the reason why I got on the Board to begin with, was to establish a Fire Management Plan, which we currently have, which are the fire lines and the trails that have been instituted. Those were my two accomplishments.

Ms. Helms: I went on about the restaurant because if you made a \$20,000 profit, but you spent \$12,800 for utilities and equipment, you only made \$600 a month on the restaurant. So why would you renew a five-year lease?

Mr. Showe: Are there any other public comments? Hearing none, we will proceed with the public hearings.

THIRD ORDER OF BUSINESS

Public Hearings

Mr. Showe: We need a motion to open the public hearing.

On MOTION by Ms. Walsh seconded by Ms. Thomsen with all in favor the public hearings were opened.

A. Rules and Rates

i. Consideration of Amendments to Attachment A to Chapter IV of the Rules of Procedure

ii. Consideration of Golf Course Rates for Fiscal Year 2021

Mr. Showe: Tim will go over the rules and rates and any potential savings for Fiscal Year 2021.

Mr. Melloh: As far as the Policies and Procedures, there are two small items that we brought up at the workshop. Under, "*COURSE CLOSING*," basically due to weather, we want to change the wording to say, "*Following a temporary course closure due to weather, tee times will*

resume where they were left off," and we are also changing, "All reservations during the delay will be cancelled." Under, "GENERAL RULES AND RESERVATIONS," we are going to change the wording to, "Use of personal golf balls is permitted at the practice area at the rear of the driving range for short game practice for all CDD residents and public players registered to play. Other practice may be approved based on availability and at the discretion of the golf operations staff." We are changing that from, "Only annual fee members," because it restricted CDD members from bringing their own golf balls. They can certainly buy golf balls from the golf shop. So those are the two small rule changes. The rates that you have in your agenda package, we had a \$4 to \$6 rate increase last year and we are going to hold with that this year. We did increase the golf cart fee from \$20 to \$22. So those are the fees, if anyone has any questions.

Mr. Showe: We will open it up for any members of the audience who would like to provide comments on the rules and rates of the golf course. That is what the public hearing is for. Please state your name and address for the record.

Mr. Volpe: Tim has done a great job of increasing revenue. The only thing that I want to say is if you increased revenue, I'm requesting that you allocate to the golf course for maintenance and whatever was borrowed from the bond to pay that portion of the bond off. It has to be self-sufficient. That is my suggestion. It is your responsibility to figure that out. Of course, I would help you if you want me to, but it is very important that you do that. That's all I want to say about it.

Ms. Thomsen: We have a Capital Reserve Fund.

Resident (Not Identified): Is there any way to build in some sort of discount for homeowners?

Mr. Melloh: Yes. We have the 25% discount for CDD residents.

Resident (Not Identified): Is that for greens fees?

Mr. Melloh: Cart and greens fees. There is also a 25% discount on soft goods in the pro shop.

Resident (Not Identified): So, it's 25% and 25%.

Mr. Melloh: Right. Yes, Ma'am.

Resident (Not Identified): When I first went over there, maybe five or six years ago, there was only a 10% discount in the golf shop. So at least it went up to 25%. I often wonder though, what is the fee like to play golf on a Saturday morning if someone just walks in?

Mr. Melloh: Certainly, that's seasonal. This time of year, it's around \$40.

Resident (Not Identified): What is the rate in the winter?

Mr. Melloh: It can get up to \$65 for snowbirds.

Resident (Not Identified): I sometimes wonder. I go because of the rates. I like to play golf. I'm retired and play three times a week. I go down to Turtle Creek. Turtle Creek is in good shape right now.

Ms. Walsh: *(Laughs)* Right now.

Resident (Not Identified): I pay \$800 a year for a membership. In the summer, I pay \$12 for a cart fee. In the winter, I pay \$16 for a cart fee. Now I'm wondering if you guys haven't priced yourself to where the revenues made them a little more reasonable, you would get more play and make more money. I know that you have a lot more things at Viera East than Turtle Creek. They don't have a pool. They don't have a lot of the maintenance that you have.

Ms. Walsh: We don't have a pool.

Ms. Thomsen: That is for the residents.

Resident (Not Identified): So even just the golf course itself, I'm just wondering, if your rates are too high, because I'm a regular guy on a pension and social security. I'm not paying \$60 three times a week to play on the golf course.

Resident (Not Identified): It's your golf course.

Resident (Not Identified): It shouldn't be.

Resident (Not Identified): No, it's not.

Mr. Showe: Thirty seconds.

Resident (Not Identified): It's not my golf course.

Resident (Not Identified): It's a nice course, but it's just gotten to the point where I feel like the rates have escalated past what a lot of people that live around here would be willing to pay. I can play down the street for \$800 a year for a membership. I'm not saying you dropped the bat, but somewhere, you need to get a little closer to where I think it would increase your play and you would pay for your golf course.

Mr. Melloh: We've always tried to price our golf course to be below what Duran charges, but equal to or maybe slightly lower. When we charge \$63, they are charging \$80. In the winter, from January 1 to April 15, the public rate is \$63.50. CDD residents can play for \$47.63. So that is the 25% discount.

Resident (Not Identified): I also want to let you know that I see Turtle Creek having all kinds of tournaments.

Ms. Walsh: Tournaments don't make any money. You lose money.

Resident (Not Identified): That's the first time I heard that.

Mr. Showe: This Board discussed that several times at Board meetings.

Ms. Walsh: Over the years, we battered that. We also had the race to the bottom. That's when I was first on the Board. Everybody was racing to the bottom to see how low they could get their rates. That doesn't help sustain a golf course. There may be some leeway on that, but we kind of been down that road a couple of times and it does not help the course.

Resident (Not Identified): I just think there should be more standard on play versus rates.

Mr. Melloh: Yes sir.

Mr. Oakley: A good way to test to see how things are going out there is to look at the tee sheet.

Resident (Not Identified): What?

Mr. Oakley: Look at the tee sheet if you want to reserve a tee time and see how busy it is. You will see that most of the time you can't find a tee time in the morning because they are all booked.

Ms. Walsh: That's when we make the most money.

Resident (Not Identified): Most of those people are your regular people, because you have your Thursday tournaments.

Mr. Oakley: Just do yourself a favor and check the tee sheet and you will see where the better prices are at. I will talk to you after the meeting.

Ms. Walsh: Thank you.

Mr. Showe: Are there any other public comments on the rates?

Resident (Not Identified): Yes. Why is an increase on cart fees? You said that you raised them by \$2. Why are we raising it?

Mr. Melloh: Because that is what guests of staff pay. It does not impact the general public at all.

Resident (Not Identified): Why are you increasing it?

Mr. Oakley: To try to increase revenue.

Ms. Walsh: If you buy a round of golf and you are taking a cart, you are not paying an extra \$22 on top of that round of golf. Okay? Because you are buying a whole round of golf. That's it. The \$22 is because sometimes we have kids playing in a tournament and the parents or coaches want to ride along. Then what they do, because the kids walk, they will rent a cart. So that's where those kinds of instances come in with the cart fee. It's been \$20 for 20 years.

Resident (Not Identified): To this gentleman's point, last Saturday, I played at Baytree and it was cheaper, even when I visited, and I got a better tee time. I think you guys need to start working on this.

Mr. Oakley: But if you would've booked your tee time 10 days out, you would've got it.

Resident (Not Identified): Would've got what?

Mr. Oakley: The tee time you wanted.

Resident (Not Identified): I don't know what fantasy world you are living in, my friend, but I reserve a tee time 10 days beforehand.

Ms. Walsh: He works.

Resident (Not Identified): People in my age bracket, we make these decisions, like to play tomorrow at Suntree. I just finalized that today. So, retirees have it better than me. I have to work. I can't make those decisions. To his point, I played at Baytree for \$10 less and got a better tee time, and that's with a cart. So, you guys need to look at these things.

Joyce Piotrowski, Independence Drive: I have a question. You said that Board members are paid based on meeting attendance. So, does that not mean physical attendance? You don't have to show up. You can just call in?

Mr. Showe: Under the Florida Statutes, if you call into the meeting, you are in attendance as long as there's a physical quorum present in order to legally conduct the meeting.

Ms. Piotrowski: That's ridiculous.

Mr. Showe: Are there any other comments on the rules and rates? Hearing none, we will return it to the Board for any discussion or approval on the proposed rules and rates.

On MOTION by Ms. Thomsen seconded by Ms. Walsh with all in favor the Amendments to Attachment A to Chapter IV of the Rules of Procedure and the Golf Course Rates for Fiscal Year 2021 were approved.

B. Budget and Assessments

i. Consideration of Resolution 2020-10 Adopting the Fiscal Year 2021 Budget and Relating to the Annual Appropriations

Mr. Showe: We have a quick budget presentation. My name is Jason Showe and I serve as the District Manager from Governmental Management Services (GMS). We will put this on the website after the meeting tonight, but this is a diagram of the physical location and the size of the District. So, everything in the boundaries is in the District. This is a brief listing of all of the different HOAs and subdivisions within the Viera East CDD. It's on the website as well. This is an overall description of the District. There are 31 subdivisions and communities, over 4,200 residential homes, 205 acres of commercial and over 1,000 acres of wetlands and conservation area. We own and maintain a scrub jay habitat. We have 84 CDD maintained retention ponds. The District owns five miles worth of sidewalks and bike paths. We own the restaurant. It is leased to a third party. We own and operate inside of the park. We have various infrastructure throughout the CDD area, natural area trails, an 18-hole championship golf course and practice range and we employ over 50 staff members. These are some of the accomplishments of the CDD. We own over 33 miles worth of lake banks. Every year, the Board dedicates funding to restore a minimum of 2,000 linear feet. We have 51,000 linear feet per year worth of fire line maintenance. We try to rotate through that a third every year, so every three years the fire line is maintained. In 2016, we added 10 greens and putting surfaces to the golf course. In 2017, we upgraded our tee time system and software. In 2018, we added a new Rain Bird pump station. Since 2014, we hosted over 100 students per summer with the Mike Hogan School of Golf for Youth. These are your proposed assessed rates for 2021. There is no proposed increase. The Water Management District makes up the largest portion of your assessment, which is \$413.74. Your operation and maintenance (O&M) of the General Fund is \$135.95 per year and the Recreation Fund, which currently pays for the recreation debt and operations is \$128.67 per year. So, the total assessment is \$678.35. This is the same chart, just on a pie chart. The General Fund makes up 20%. The water management debt service makes up 61% of your assessments. The recreation bond makes up 17% and the recreation operations makes up 2%. This is a summary of

your Water Management Debt Service Fund. At the start of 2021, there is over \$4.4 million left in this fund that is due to be paid off on May 1, 2022. Your Proposed Budget includes assessment income. Your Fund Balance at the end of the year is proposed to be \$500,000, and that goes to pay the first payment on May 1st of the following year. The General Fund covers general CDD administration, park maintenance, lake maintenance, fire line maintenance and all of the conservation areas within the District. It has a balance of revenue and expenses of over \$864,000. This is a chart showing the current 2020 actual and projected golf course revenues. These are exclusive of the recreation assessment that is put into this fund. Without that, the golf course is budgeted to raise over \$7,400 through July. The golf course is actually making a profit of \$39,000, as projected by the end of the year with a profit of \$9,656. That also includes a transfer out to reserves, so there is a portion of golf that goes out to reserves for future improvements. For the 2021 Proposed Budget, we have \$1.9 million revenues, a little less in expenses, for net income of \$41,075 in the Golf Course Budget. For revenues by categories, greens fees are over \$1.4 million. We have platinum and gold memberships of \$210,000. There are associate memberships, driving range, golf lessons, merchandise sales, revenue for the restaurant, a portion that goes into operations for special assessments and miscellaneous income for other items the golf course brings in.

Resident (Not Identified): Are golf lessons given by a paid employee of the CDD?

Mr. Melloh: No. We lease that out like we do the restaurant. It's contracted out.

Mr. Showe: Your general expenses are \$143,000, restaurant expenses are \$12,800, golf operations are \$418,000, merchandise and cost of goods sold is \$77,000, maintenance is over \$1 million, administrative expenses are \$156,000 and there is \$31,000 in reserves. It is important to note that this is a budget. This is a financial plan for 14 to 16 months out. They are not locked into any of these categories, but this is how the budget breaks out. There is \$128 per unit in the Recreation Fund. Of that, \$43,000 goes to Woodside Park, which gets transferred to the General Fund. \$18,000 goes into golf course operations. The recreation debt is the vast majority of the budget, which is \$560,000. For the Series 2012 recreation debt, there is currently \$2.895 million left at the start of 2021. That recreation bond will be paid off in 2026. It includes \$140,000 of interest and \$425,000 worth of principal. The Series 2020 bonds are not included in the budget. There are no assessments coming in. They will be included on the financials as we move forward. They also weren't in the funds at the time we prepared the budget. All of those

documents are on the website. As we continue to move forward with any of those expenses on the bonds, we are going to include a chart in the financials every month detailing every expense and all the detail. This is a chart showing the golf financials over time and the affected income. This is golf revenue, minus golf expenses. This also takes out the transfer. There are golf operation revenues, golf operation expenses and round counts. You can see that we increased from 40,000 rounds in 2014 and are projecting \$50,000 rounds this year, even with COVID-19. Also, you can see the profits or the affected income. The year has been negative. That is the year when the greens were replaced. So that's a significant outlay of expenses and loss of revenue from when the course was closed. The District's Capital Projects Fund shows a summary from 2013 of the balances in that Capital Reserve Fund. With that, I can take any questions from the Board. If the Board doesn't have any questions, we can take any questions or comments from residents specifically on the budgets.

Mr. Volpe: There was a conversation earlier about Turtle Creek and its relevance. I used to help out there a couple of years ago and they didn't make money, including menus that I put together for golf outings. The reason for the lunch menu was to bring people in here. Hopefully they will drink and eat more, so we gave them a hot dog and a beer. That organization eventually shut down the restaurant. It was owned and supplemented by a Japanese firm. That's the only reason why it existed as long as it did. However, I don't know who is there now and I don't know their budget. It's challenging to make money on those events. That's a fact. There are other reasons why you want to do it, but in terms of the budget, the important thing is to please be cognizant of the operational expense. When you make a decision, before you make that decision, consider where the money will come from. That will help you to make a positive decision. When we do a management review of budgets, we have a defined path of where that revenue is going to come from. When we have defined that, we can accurately and long-term define where we are going to get that money from. We talked about those issues, which you worked on. It's important that you define that. Just remember that. Okay? Thank you very much.

Mr. Carnesale: Basically, when you were doing the restoration of lake areas and you were talking about the number of linear feet and the actual mileage, based on the numbers you looked at, it will take many, many years to make it through that process. So, we are not looking any real numbers here. We are looking at a small percentage per year in terms of the number of linear feet based on the number of linear feet that actually exists, in terms of restoration.

Mr. Showe: That's the current plan that this Board operated under. That doesn't mean that's a locked in expense. They can choose in any year to do more or less. Tim also worked with our Engineer. They have a very prioritized list that goes through exactly what lake banks were the most critical to the least critical. So, they are just working their way through that list as budget funds allow. The Engineer approved that problem.

Mr. Melloh: Right. Basically, Mr. Carnesale, this Board inherited this type of issue from many, many years ago. In order to triple the amount of money, we would have to come up with another \$120,000, which we don't have in the O&M Budget and we would have to increase assessments to do that. None of the Boards previously wanted to do that, not just this Board. Jason, we are not 100% required to do that.

Mr. Showe: No. It's an allocation that this Board makes on an annual basis and based on the need for that particular year, based on the availability of the contractor and the price, we might do more or we might do less. We have a prioritization sheet that our Engineer prepared that takes us through the most critical lakes to the least critical lakes and they have been working their way through that.

Mr. Carnesale: What is the cycle time to redo all of the lake banks?

Ms. Piotrowski: Some need them and some don't.

Mr. Melloh: Like you said, we have 33 miles of lake bank. Let's say half of that is 16 miles and it's \$30 per linear feet.

Mr. Showe: It's also important to know that you don't have to repair all of them. You want to make sure you keep erosion from any homeowner property. That's the most critical. So, I don't know that we would be doing all of them ever. We wouldn't want to do lakes that are unstable.

Mr. Carnesale: What is the background?

Mr. Showe: We have to pull that record and see where we are at.

Ms. Walsh: We have a map.

Mr. Showe: It is a giant spreadsheet.

Mr. Melloh: A lot of residents don't know this part of it, but basically from a homeowner's property and the edge of the lake is about a 20-foot CDD buffer. So, what is eroding is CDD property, not homeowner property. Like Jason said, Kevin Erwin Group came in before I even got here five-and-a-half years ago and prepared a document to show the more

eroded areas that we need to concentrate on. So, we have kind of a red, yellow, orange type of situation. We are trying to work through all of the red ones.

Mr. Carnesale: What about natural disasters?

Mr. Showe: The District has capital reserves. Any of that can be utilized. There are funds that can be utilized for that, plus insurance provisions as applicable. Tim has charts, so if you set up a meeting with Tim, he can show them to you.

Mr. Melloh: Please come to my office and I will show all of the fire lines, the ponds and things that we maintain. I would like to invite anybody to my office.

Mr. Carnesale: I noticed that you had an increase in expenditures for fire lines for this next year. It was down roughly a couple thousand. I assume that's fuel for the vehicle. If so, what is the thinking on that?

Mr. Melloh: Are you talking about the fire lines or the control burn?

Mr. Carnesale: The fire lines. It's just maintenance for the vehicles. The actual expenses in 2019 were \$1,500. We are projecting \$1,200 this year, so we didn't feel the need to keep that line item at \$5,000 when the trends are showing that.

Mr. Carnesale: Is it roughly a three-year cycle?

Mr. Melloh: Yes sir, a three-year cycle. That is one of the maps that I have in my office. It shows that we get these every three years from Kevin Erwin's Group to show us where to go. Those are on the plans.

Mr. Carnesale: It's a little self-serving because the preserve is about to start touching my pool enclosure.

Mr. Melloh: I understand.

Ms. Walsh: Some years back, we were fortunate enough that there was a grant available for the prescribed burns. We were able to get a few burns in during that time that did not cost us anything. The Fire Department got their chance to practice in the field, so we got our control burn for free. It appears that is about to happen again, so we are looking at some time probably in January to actually do a prescribed burn.

Mr. Showe: Yes. We were approached with an opportunity to have a burn for free for the District. So, we are going through that with our insurance carrier.

Mr. Melloh: Right. That could save us about \$12,000 to \$15,000. When they do the control burn in the scrub jab habitat, they have to be careful so it doesn't get out of control and

reach the houses. It's a small confined area. Some of the control burns you see are several thousand acres. So, we have not been able to do a control burn out there like we had in the past. We have been doing some mechanical clearing for the scrub jay habitat.

Mr. Carnesale: I would like to clarify that, that brand is given to the people that are actually doing it. It wasn't a grant to the Viera East CDD.

Mr. Melloh: Right.

Mr. Carnesale: Not that the Viera East CDD is not benefitting from it; they are. It is good that we spotted and saw the opportunity to be able to do that; however, I have gone through years of minutes and I do not see a place where the Viera East CDD itself has made an attempt to get a grant. There are grants that are out there through various governmental organizations that are well above us. Sometimes we can't reply because we are a governmental organization. It sometimes can be okay and I can understand that; however, that doesn't prevent us from helping an HOA to do that. Alright? All I'm saying is that the legwork and the preparation to do a grant request, could be led by the Viera East CDD and handed off to the HOAs to actually apply for it, because they are not a government organization. I have seen no records anywhere.

Mr. Showe: We would have to look at several things. There are some restrictions on what a CDD can do for a non-governmental agency. There are some specific restrictions, both in the Florida Statutes and applicable to what the insurance provisions will allow. So, I have to look at those situations individually. I will tell you that the reason we got these grants in the past and because of this one, is because of the Ecologist we have on staff. He works with these people on a day-to-day basis. So, he looks out for those opportunities on behalf of the District.

Mr. Carnesale: I'm not saying that we have anything for it and I'm not saying that I'm glad we are and it wasn't your people that spotted them. It's just clarifying that it was a grant from someone else, not us directly.

Mr. Showe: Are there any other questions on the budget?

Daniel Bucur, Tiburon Lane: The slides were too fast.

Mr. Showe: I will put them on the website.

Mr. Bucur: Just a quick question for clarification. Did the golf course last year make a \$12,000 profit?

Mr. Melloh: That's correct.

Ms. Walsh: After expenses.

Mr. Bianchi: I have two questions. Why was there a 3% cost increase?

Mr. Showe: For the salary?

Mr. Bianchi: Yes.

Mr. Showe: I think the Board still has to make that determination. It's in there for budget purposes at this point. We want to make sure. Our philosophy, when we budget, is we try to budget conservatively. We would rather you had more money than less at the end of the year. The Board has to make a determination on what they want to do with salaries and that hasn't been made.

Mr. Bianchi: A lot of people didn't get a raise last year, so I asked the Board to reconsider that. We are all struggling. You don't need to answer this because I'm sure that you are going to deliberate on it, but the admin fee for full-time and part-time employees is \$30.98 and \$22.32. What is that all about?

Mr. Showe: It's a payroll processing company. For the 50 employees, instead of hiring somebody to process payroll, we use an outside company. Typically, with Districts of this size and smaller, it's a little more efficient cost-wise than hiring somebody and paying their benefits.

Mr. Bianchi: So, do you pay folks with paper checks?

Mr. Melloh: Most of the time. I think five or six get paper checks and the rest have direct deposit. It's just another company similar to ADP.

Mr. Bianchi: So out of the 50 employees we have, how many receive a paper check and why?

Mr. Melloh: Because they don't have a bank account.

Mr. Bianchi: Out of the 50 employees, how many receive a paycheck?

Mr. Melloh: About four or five get paper checks.

Mr. Bianchi: And you're charging us \$40?

Ms. Walsh: It's sent overnight, probably.

Mr. Bianchi: Four paychecks. That doesn't make any sense. We should help them out if they don't know how to do the paperwork. Direct deposit is just a common business practice.

Mr. Melloh: I understand, but there are some people that have situations in their lives.

Mr. Bianchi: That's why I'm saying that they may not know how to move the scale to the other side.

Mr. Melloh: There are seven employees.

Ms. Walsh: Explain what the company Paychecks does.

Mr. Melloh: They handle our human resource (HR) situations.

Ms. Walsh: And insurance.

Mr. Showe: The District doesn't have to hire a full-time person to process the payroll.

Mr. Melloh: They file the taxes. File the fees.

Mr. Bianchi: Have we done the analysis on it?

Ms. Walsh: We have used a couple of different companies over the years.

Mr. Bianchi: No, I mean an analysis. As time goes on, we get more efficient because of the technology we have. So, my question is, has somebody looked at the business model for maybe paying one of your staffers extra, increase their salaries to accommodate this extra process, so you are not paying a company \$31 and \$22 respectively for each paycheck, depending on whether the employee is full-time or part-time? We do that all the time. Ask the staff.

Mr. Showe: We can look at it.

Mr. Melloh: You would have to have a certified HR representative on your staff.

Mr. Bianchi: If you want us as residents to come up with ideas to get our CDD more transparent and probably more efficient, send out some questionnaires or something. You guys have a budget for postage, because some of the technology is even beyond me and I work for NASA.

Ms. Walsh: So, the line item that you are talking about is the \$1,659 for the Proposed Budget? Is that the one you are talking about?

Mr. Bianchi: I'm on Page 5.

Mr. Showe: There is a paycheck fee. If that's something the Board wants to look at, Tim and I can reach out to other companies.

Mr. Bianchi: I'm not trying to tell you what to do, but I would ask those employees, because you may have an employee that is willing to do this and you would save money. I'm sure that the employees will understand. I'm not saying to kill the 3%. I'm just saying maybe look at it.

Mr. Showe: That is a discussion that this Board already had once.

Mr. Bianchi: Maybe \$1.5 million is better than 3%. We understand healthcare costs increase.

Ms. Carnesale: As a teacher, the budget didn't allow for raises. I have a question about the restaurant. Why are we paying for utilities? I thought the lessee paid for everything as well as rent.

Mr. Melloh: Well, in the new negotiations, that's going to be part of it. She is going to pay for her or the CDD is going to pay the equipment lease. Most places also don't pay 7% to 10% of gross revenue. We absorb the electricity costs only because we don't have it separately metered. There is no way to break it out from what the golf shop uses. We have a percentage that we come up with.

Mr. Showe: The cost to individually separately meter that, just to get that done, wasn't worth it.

Ms. Carnesale: Even strip malls pay for portions of the electric.

Mr. Melloh: So, the idea that we came up with five years ago, when we had the original lease, is we would pay for the electricity and they would pay for the gas. Most of the gas she uses is for the stoves and the burners in the back.

Mr. Showe: The new lease they were discussing has that change.

Ms. Walsh: When she originally leased the property from us, she also invested a lot of her own capital into refurbishing it. So, there was some give and take there in that situation and we had gotten the equipment, originally. So that's how that came about.

Resident (Not Identified): There were several businesses that I was involved with, where we apportioned how much we paid for lights, electric, expenses, new paint, etc. So, there's being nice and not being businesslike.

Ms. Walsh: It wasn't a matter of being nice. It was actually a matter of her putting up her capital too. So, she had skin in the game. Let's put it that way.

Mr. Bianchi: That's like paying gas for your lawn mower to mow the lawn. So, you have a lawn maintenance team that mows your lawn? That's like me paying for the gas to put in this mower. That's a great analogy. That's about as easy as you can get. She's saying that it's a business model. When you talk about business models, that's self-explanatory. If you take on a business, you take on the business. It's just part of that business. If you haven't increased the food prices, that's what you have to do.

Resident (Not Identified): I own two residences, a catering business and I was a restaurant consultant for many years. Ten percent of gross is what we expect to pay and no more

than that for the facility. When you decide to open a restaurant and rent the space, you expect to go in and redecorate, make it your own and put in the equipment that you need for your menu.

Mr. Bianchi: If you have all the money spent on the restaurant and they are leasing it, wouldn't that be their responsibility to upgrade it?

Ms. Walsh: Yes. They built the whole back end and enclosed all of this stuff. It wasn't like they redecorated. It was substantial, but that was from years back.

Mr. Bianchi: Are there any descriptions. I know she added canopies out back, not an awning. It was one of those things you take down.

Ms. Walsh: A tent.

Mr. Bianchi: Is there a restriction by VECA that we couldn't put in an awning?

Resident (Not Identified): VECA doesn't own that property.

Mr. Showe: The CDD could.

Mr. Bianchi: I don't know if they have restrictions as far as putting up wind sails. So, she had more opportunity for golfers to go in when it's nice in the spring and fall or even in the summer when she has the wet jets misting.

Resident (Not Identified): Did she do that for her business?

Ms. Walsh: It's air conditioned.

Resident (Not Identified): At her expense.

Mr. Bianchi: Right, but she may feel there's a restriction. That's all I'm saying.

Mr. Showe: No. I know that Tim talks to her all the time and I think she's clear on what she can and can't do.

Mr. Bianchi: Okay, just disregard.

Mr. Carnesale: So, the revenue in the budget was \$20,000 and expenses are \$12,800.

Ms. Walsh: Right.

Mr. Carnesale: That's \$7,200 in revenue for the year or \$600 a month.

Mr. Melloh: Prior to us leasing that restaurant, it lost \$35,000.

Mr. Carnesale: Why don't we have room for something else that the community can actually benefit from?

Mr. Melloh: That's what we were trying to do when we were trying to expand it a little bit.

Ms. Walsh: The entire community does.

Mr. Carnesale: Do we have yoga classes in there?

Ms. Walsh: No, but we have a restaurant that anybody can come into. You don't have to be part of the CDD. You don't have to be part of anything.

Mr. Carnesale: So then why are we supporting it to allow people outside of the District to come in? Why can't we have something for people in the District to use as a facility?

Ms. Walsh: Why would we want to restrict the opportunity to get revenue by isolating people?

Mr. Carnesale: It's very little revenue, like \$600 a month. There are other activities that the community can use that facility for, but it's restricted right now.

Resident (Not Identified): I didn't even know that you don't have a restaurant until the pandemic. Where is their advertising?

Mr. Melloh: It's a grille. Tim is right.

Resident (Not Identified): She's not advertising. I guarantee you, most of the houses in other areas, have no idea it's there. She would increase her own revenue if she marketed herself.

Mr. Melloh: I agree with you. There are limitations that come with that restaurant. Have you been to that restaurant? Nobody would open a restaurant in the middle of a subdivision that did not have a golf course around it. She has no frontage to Murrell Road. She has no signage on Murrell Road, so to run a restaurant there is very challenging. The issue that we have, is it would be costly if she wanted to advertise to all 4,200 homes in the CDD, unless we do a mailing, which is about \$1 each when you add the envelope, flyer and postage.

Resident (Not Identified): It's her business. She should run it.

Mr. Melloh: She can run it anyway she wants to, but \$4,200 is...

Resident (Not Identified): That might be what she needs to increase her revenue so we can get this off of our backs and keep the residents happy. You would need to have some kind of business plan to help her.

Mr. Melloh: Right. The new lease will show more net revenue to the CDD.

Mr. Showe: Even with our contracts, if it's a five-year contract, as an example, there is a termination clause. All of our CDD contracts can be terminated in accordance with those termination clauses. So just because it's a five-year lease, the current lease has a 90-day termination.

Mr. Carnesale: Is that for cause?

Mr. Showe: Mostly no cause. That is for both parties.

Mr. Carnesale: It should be a contract per cause.

Mr. Showe: The only contracts we have are for non-cause. That gives the Board the flexibility to make changes.

Resident (Not Identified): I'm a little worried that you guys are doing it for an annual time, but now you are talking about hiring people.

Mr. Showe: This contract is the same terms as the original contract. It had a five-year clause.

Resident (Not Identified): I don't understand, because you have been doing it for a year.

Ms. Walsh: Was it originally renewed twice for a year and now they are starting that cycle again?

Mr. Showe: The first contract was a three-year contract with two extensions, so it was a total of five years. This term is the same that they are looking at as the contract she signed.

Mr. Melloh: The reason why it's one year now is because, like Jason said, it's a three-year contract with two one-year renewals. We are in the second one-year renewal and the Board has to vote to for the one-year renewal.

Resident (Not Identified): That's fine, but my comment was basically if you are going to hand her a big expense and say, "Hey, you need to take some expense off, there's a good chance that she might not do well." So why do you want more than a one-year contract right now, until you can see that growth instead of having a failure?

Ms. Walsh: COVID has also put a bit of a kibosh on a lot of things, so that's been a struggle for her.

Mr. Showe: I will state for budget purposes, we used the old lease terms, so this doesn't have some of those new revenues that we are building into the new lease because we are trying to be conservative with our budgets to give the Board flexibility. So, this isn't built in with the new terms because those terms haven't been agreed to. They haven't been signed. We believe the new terms will be far more favorable to the District, which will produce more revenue and less expenses.

Mr. Carnesale: Most things in the industry tend to have smaller terms for the duration, rather than extension because of the risk that goes with a longer term. If you have outstanding

revenue, it's worse to have a longer term, but we only have incremental revenue, so it's not really worth committing to a longer term.

Mr. Showe: In essence, with the termination clause in the contract, it could be a 90-day contract. That is the risk that both parties enter into.

Mr. Carnesale: As long as it's not for cause. I used to go in there with the Men's Club when we finished golf. Fifteen to twenty of us would sit and have dinner. I'm surprised she's making any money.

Mr. Showe: I can assure you the District had a real challenge making anything.

Mr. Carnesale: If it wasn't for the actual members, she wouldn't make it. There's no way. She doesn't do dinner, does she?

Mr. Melloh: She does.

Ms. Walsh: Occasionally.

Mr. Melloh: She has dinner parties, once a month, but not on a regular basis.

Mr. Carnesale: It's usually just breakfast and lunch. It's a grille.

Mr. Melloh: Right, it's a grille. The only thing that we could possibly do is just make it into a glorified snack bar like you see at Baytree, with fish or hot dogs and pre-made sandwiches, chips and beer. She wants a three-year contract and we want her to have a three-year contract, because then she can spread the profit over several years. If she was only thinking that she was going to be there for one year, we want her to make investments in the décor or maybe expand it and do a few more things. As Jason said, we have the 90 day out clause both ways. So, if she is not living up to our expectations, we can terminate it and if she wants out, she can. We do have bond money. She did pay a bond. So, if she does leave, she forfeits the bond. We can purchase the liquor license and do the things necessary to start back up.

Mr. Carnesale: That bond was a \$2,000 security deposit.

Mr. Showe: Are there any other questions on the budget?

Mr. Bianchi: I appreciate the information on the termination. That makes me feel a little better, but with the possibility of a new Board going in, in all fairness, not just to the District, but to her, as a restaurateur, she needs to understand that there is a certain risk there, because it's not up to me and up to Steve or Pete. It's going to be up to what the needs of the District are and what the HOA says in the event you go to war out there. I don't know how it's going to go. That

does need to be communicated to her. That is my concern for a long-term lease. I do have some sympathy towards the woman. This is her livelihood and things might change.

Mr. Melloh: I think that everybody respects the idea if there is a new Board and there's a new vision for the CDD, for the golf course and for the restaurant, we all recognize that there could be, at some point in the future, a different vision. From me and my staff, we will do whatever we need to do to make that come true, whenever that is.

Ms. Walsh: When is her lease up?

Mr. Melloh: September 30th.

Ms. Walsh: That's why we are up against it now.

Mr. Melloh: So, we are not encumbering a future Board by saying, "You have to take what she is going to do for the next five years."

Mr. Bianchi: If you have a termination clause, that makes me feel better, but I do commercial leasing. As a Financial Advisor for 2,000 square feet, I frequently do extensions of six months with my leases. So, I know that's on the table.

Mr. Melloh: Okay.

Mr. Carnesale: One last question on the budget. The gift card usage shows the net on the budget. Do we make money off of gift cards?

Mr. Showe: That's more of an accounting function. That's how they want to show it. We show that as a wash. We have no idea what they are going to do again this year. There are outstanding gift cards, so this year we sold \$7,000 and people redeemed \$12,000. We just don't know, so we try to show those as a budget wash.

Mr. Carnesale: So, we make money when we sell?

Mr. Showe: Correct.

Mr. Melloh: Yes. Like Jason said, as an example, last year, we sold \$10,000 in gift cards and this year we sold \$7,000 in gift cards, but only \$10,000 from last year came through, so it's going to show a \$3,000 loss. So, if someone bought a golf shirt, we are still making money.

Mr. Carnesale: After paying for the gift cards and hopefully no one uses one because it is our golf course, we made money off of it. That could be an issue where we would want to maybe not do that.

Ms. Walsh: We do have to carry them on the books, regardless.

Mr. Showe: Correct.

Ms. Walsh: Even if it's been five years and nobody touched that card, it still has to be on the books.

Mr. Carnesale: It's a little odd to see it on your budget.

Mr. Showe: That's kind of the way our staff wants to display that.

Mr. Melloh: It is different at other places. I work for Florida State University. They book everything as a liability and only put in as revenue the gift cards are spent. Here, we are looking at all of those revenues as they are sold.

Mr. Showe: It might change in the future, but we tried to project it as a wash. Are there any other budget questions? Hearing none, we will bring it back to the Board for the consideration of Resolution 2020-10, adopting the Fiscal Year 2021 budget.

On MOTION by Ms. Walsh seconded by Ms. Thomsen with all in favor Resolution 2020-10 Adopting the Fiscal Year 2021 Budget and Relating to the Annual Appropriations was approved.

ii. Consideration of Resolution 2020-11 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Showe: This is the second step of the budget process. Attached to this resolution, is the budget you just adopted. There is a 200-page Excel spreadsheet that is the Assessment Roll for the District. This is how those assessments are levied on to each property in the District. This spreadsheet gets transmitted to the Tax Collector so it can be placed on your tax bill. This is proposed in accordance with the budget that they adopted, which has no assessment increase. We can take any public comments. Hearing none, we can return it back to the Board for the adoption of Resolution 2020-11.

On MOTION by Ms. Walsh seconded by Ms. Thomson with all in favor Resolution 2020-11 Imposing Special Assessments and Certifying an Assessment Roll was approved.

Mr. Showe: We need a motion to close the public hearing.

On MOTION by Ms. Walsh seconded by Mr. Oakley with all in favor the public hearings were closed.

FOURTH ORDER OF BUSINESS

Staff Reports

A. General Manager's Report

Mr. Melloh: I have no other report. I provided my report at yesterday's meeting.

B. Attorney

This item was omitted.

FIFTH ORDER OF BUSINESS

Supervisor's Requests

Ms. Walsh: I have nothing.

Ms. Thomsen: Nothing for me. Thank you.

Mr. Showe: Mr. Bedwell?

Mr. Bedwell: No.

Mr. Showe: Bill?

Mr. Oakley: No.

Mr. Showe: Hearing none, we need a motion to adjourn.

SIXTH ORDER OF BUSINESS

Adjournment

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

Chairman/Vice Chairman

SECTION IV

SECTION A

American Shoreline Restoration Inc.

4521 PGA Blvd. Suite 134 • Palm Beach Gardens, FL 33418
1 - 888 - 753 - 7633 • FAX (561) 622 - 4848 • Email: ba33418@yahoo.com

September 3, 2020

Ed Grasser - District Maintenance
Viera East Golf Club
5250 Murrell Road
Viera, FL 32955

Via email to: egrasser@vieraeastcdd.com
and: tmelloh@vieraeastcdd.com

RE: Shoreline erosion repair lakes 3, 3A and 4

Agreement

American Shoreline Restoration (ASR) agrees to repair a total of 1,900 linear feet of eroded shoreline on lakes 3, 3A and 4 at Viera East Golf Club. Linear footage (LF) of repair per lake is as follows: Lake 3 = 1000 LF; Lake 3A = 500 LF and Lake 4 = 400 LF.

Erosion repair will consist of 1 layer of permanent geo-tube that will conform to the State of Florida Water Management District specifications for "non bulkhead / lake maintenance" repair. The permanent geo-tube will be constructed of "404 woven" monofilament polypropylene.

In addition to the permanent geo-tube, the entire project will receive a "sacrificial" geo-tube layer to provide sufficient fill material used to match existing slope. Total land reclaimed will average 4 feet.

St. Augustine "Floritam" sod will be installed on the entire project. ASR will supervise all aspects of the sod installation.

The total "turn key" cost for the project is \$30 per linear foot times 1,900 linear feet = \$57,000. An invoice for a 30% deposit of \$17,100 will be emailed within 1 week of project start. An invoice for the balance due of \$39,900 will be emailed upon project completion.

ASR scope of work includes all material, equipment, supplies, labor, sod, and sod sub-contractor installation expense necessary to restore the shoreline according to the descriptions and pictures depicted in the ASR brochure and this Agreement.

ASR warrants all geo-tube installations against defects in material and workmanship, and will repair or replace, at our option, any such defects at no charge, for a period of fifteen (15) years after completion.

ASR will provide Certificates of Workers Compensation, General Liability and ASR vehicle policy limits with Viera East Golf Club as additional insured.

Project start date will be communicated to Ed Grasser. Project completion time is approximately 1 month.

SUBMITTED BY:

electronic signature -
William Anderson

ACCEPTED ON _____ (date)
Viera East Golf Club

William Anderson - President / Owner
American Shoreline Restoration Inc.

By: _____
Authorized Signature

Please call (561) 436 - 4446 upon Agreement acceptance.

SECTION B

**AGREEMENT BETWEEN KEVIN L. ERWIN CONSULTING ECOLOGIST, INC.,
AND THE VIERA EAST COMMUNITY DEVELOPMENT DISTRICT REGARDING
THE PROVISION OF HABITAT MANAGEMENT SERVICES**

This Agreement is made and entered into this 23rd day of September, 2020, by and between:

The **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 2300 Clubhouse Drive, Viera, Florida, 32955, ("District"), and

Kevin L. Erwin Consulting Ecologist, a Florida corporation located in Melbourne, Florida, with offices located at 2077 Bayside Parkway, Fort Myers, Florida 33901 ("Contractor").

RECITALS

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

WHEREAS, Contractor submitted a proposal attached here as Attachment "A" incorporated herein by reference;

WHEREAS, the Board of Supervisors of the District selected the proposal submitted by Contractor; and

WHEREAS, Contractor represents that it is qualified to serve as an aquatic management contractor and provide such services to the District.

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. The duties, obligations, and responsibilities of the Contractor are those as described in incorporated Attachment A. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall report to the District Manager or his designee.

SECTION 3. COMPENSATION. District agrees to compensate the Contractor in accordance with Exhibit A. Contractor shall provide the District with an invoice on the first of the month on a monthly basis stating the services provided in the preceding month. Payment shall be made by the District after approval of the invoice by the District's Board of Supervisors.

SECTION 4. INDEPENDENT CONTRACTOR. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

SECTION 5. TERM. This Agreement shall commence on October 1, 2020, and shall continue for a period of one (1) year unless terminated in accordance with this Agreement.

SECTION 6. INSURANCE. The Contractor shall maintain the following insurance coverage's during the execution of this Project:

- Comprehensive General Liability covering all operations, including legal liability and completed operations/products liability, with minimum limits of \$1,000,000 combined single limit occurrence;
- Comprehensive Automobile Liability Insurance covering owned, non-owned, or rented automotive equipment to be used in performance of the Work with minimum limits of \$500,000 combined single limit per occurrence; and
- Workers compensation insurance in a form and in amounts prescribed by the laws of the State of Florida.

SECTION 7. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

SECTION 8. ENFORCEMENT. 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.

SECTION 9. 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 shall be entitled to recover from the other party all attorneys fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 10. CANCELLATION. The District shall also have the right to cancel this Agreement at any time upon seven (7) days written notice due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason.

SECTION 11. 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 12. 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 13. 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 14. 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 15. CONFLICTS. In the event of a conflict between any provision of this Agreement and the terms and conditions, then this Agreement shall control.

SECTION 16. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jason Showe ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which 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 the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, ISHOWE@GMSCFL.COM, OR C/O GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

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

ATTEST:

**VIERA EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairman / Vice Chairman

WITNESS:

**KEVIN L. ERWIN CONSULTING
ECOLOGIST, INC.**

Print Name of Witness

By: _____
Title: _____

Habitat Management of Florida Scrub Jay Preserves

Authorization No. 23
Job No. **CDDSCR112.8**
Date: August 26, 2020

VIERA EAST CDD REQUEST FOR AUTHORIZATION PER CONTRACT

1. SCOPE OF SERVICES

- A. Coordinate and Supervise Off-site Habitat Management
- B. Coordinate and Supervise On-site Habitat Management
- C. Scrub Jay Surveys During Nesting Season (April 2021)
- D. Annual Habitat Management Report

2. BASIS OF COMPENSATION

Hourly rate per our agreement. Estimated fee is \$18,800.00, plus reimbursables, a total of \$20,680.00.

3. TIME OF PERFORMANCE

Service to be rendered will commence upon District approval and will be completed by September 30, 2021.

4. APPROVAL

Submitted by:


Kevin L. Erwin Consulting Ecologist, Inc.

Date:

8/26/20

Approved by:

Date:

Viera East CDD

NOTE: The above is based on previous work and may be subject to change due to construction, new projects, agency requests, etc.

Habitat Management of Florida Scrub Jay Preserves

VIERA EAST CDD

FEE ANALYSIS

W.A. #

Scope Item	Senior Ecologist	Admin/Clerical	GIS
A. Coordinate and Supervise Off-site Habitat Management	35		2
B. Coordinate and Supervise On-site Habitat Management	20		2
C. Scrub Jay Surveys During Nesting Season (April 2019)	40		2
D. Annual Habitat Management Report	12	8	6
TOTAL	107	8	12

Summary

Senior Ecologist	107 hours @ \$160	=	\$17,120.00
Administrative/Clerical	8 hours @ \$75	=	\$600.00
GIS	12 hours @ \$90	=	\$1080.00

Subtotal	\$18,800.00
----------	-------------

(Reimbursable @ 10%)	\$1880.00
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TOTAL	<u>\$20,680.00</u>
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CDD - General Services

Authorization No. 23
Job No. **CDDC3123.W**
Date: August 26, 2020

VIERA EAST CDD **REQUEST FOR AUTHORIZATION** **PER CONTRACT**

1. SCOPE OF SERVICES

- A. Review of CDD Preserve Areas Upon Request
- B. Miscellaneous Permit Review and Project Coordination
- C. Review and Comment on Property Issues Upon Request
- D. Meeting with Board and Staff on Ecological Items Upon Request
- E. Coordinate and Plan Activities with Maintenance Department

2. BASIS OF COMPENSATION

Hourly rate per our agreement. Estimated fee is \$17,085.00, plus reimbursables, for a total of \$18,794.00.

3. TIME OF PERFORMANCE

Service to be rendered will commence upon District approval and will be completed by September 30, 2021.

4. APPROVAL

Submitted by:


Kevin L. Erwin Consulting Ecologist, Inc.

Date:

8/26/20

Approved by:

Viera East CDD

Date:

NOTE: The above is based on previous work and may be subject to change due to construction, new projects, agency requests, etc.

CDD - General Services

VIERA EAST CDD

FEE ANALYSIS

W.A. #

Scope Item	Senior Ecologist	Admin/Clerical	GIS
A. Review of CDD Preserve Areas Upon Request	45	1	1
B. Miscellaneous Permit Review and Project Coordination	25	8	
D. Review and Comment on Property Issues Upon Request		3	15
E. Meeting with Board and Staff on Ecological Items Upon Request	10		
F. Coordinate and Plan Activities with Maintenance Department	10	1	3
TOTAL	90	13	19

Summary

Senior Ecologist	90 hours @ \$160	=	\$14,400.00
Administrative/Clerical	13 hours @ \$75	=	\$975.00
GIS	19 hours @ \$90	=	\$1,710.00

Subtotal \$17,085.00

(Reimbursable @ 10%) \$1,709.00

TOTAL \$18,794.00

SECTION C

**AGREEMENT BETWEEN ECOR INDUSTRIES, INC., AND
THE VIERA EAST COMMUNITY DEVELOPMENT DISTRICT REGARDING THE
PROVISION OF AQUATIC MANAGEMENT SERVICES**

This Agreement is made and entered into this 23rd day of September, 2020, by and between:

The **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 2300 Clubhouse Drive, Viera, Florida, 32955, ("District"), and

ECOR Industries, Inc., a Florida corporation located in Melbourne, Florida, with offices located at 2820 Electronics Drive, Melbourne, Florida 32935 ("Contractor").

RECITALS

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

WHEREAS, Contractor submitted a proposal attached here as Attachments "A", "B", "C", "D", and "E", incorporated herein by reference;

WHEREAS, the Board of Supervisors of the District selected the proposal submitted by Contractor; and

WHEREAS, Contractor represents that it is qualified to serve as an aquatic management contractor and provide such services to the District.

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. The duties, obligations, and responsibilities of the Contractor are those as described in incorporated Attachments "A", "B", "C", "D", and "E". Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall report to the District Manager or his designee.

SECTION 3. COMPENSATION. District agrees to compensate the Contractor in accordance with Exhibit A. Contractor shall provide the District with an invoice on the first of the month on a monthly basis stating the services provided in the preceding month. Payment shall be made by the District after approval of the invoice by the District's Board of Supervisors.

SECTION 4. INDEPENDENT CONTRACTOR. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

SECTION 5. TERM. This Agreement shall commence on October 1, 2020, and shall continue for a period of one (1) year unless terminated in accordance with this Agreement.

SECTION 6. INSURANCE. The Contractor shall maintain the following insurance coverage's during the execution of this Project:

- Comprehensive General Liability covering all operations, including legal liability and completed operations/products liability, with minimum limits of \$1,000,000 combined single limit occurrence;
- Comprehensive Automobile Liability Insurance covering owned, non-owned, or rented automotive equipment to be used in performance of the Work with minimum limits of \$500,000 combined single limit per occurrence; and
- Workers compensation insurance in a form and in amounts prescribed by the laws of the State of Florida.

SECTION 7. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

SECTION 8. ENFORCEMENT. 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.

SECTION 9. 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 shall be entitled to recover from the other party all attorneys fees and costs incurred, including reasonable attorneys' fees and costs.

SECTION 10. CANCELLATION. The District shall also have the right to cancel this Agreement at any time upon seven (7) days written notice due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason.

SECTION 11. 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 12. 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 13. 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 14. 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 15. CONFLICTS. In the event of a conflict between any provision of this Agreement and the terms and conditions, then this Agreement shall control.

SECTION 16. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jason Showe ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which 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 the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, JSHOWE@GMSCFL.COM, OR C/O GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

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

Chairman/Vice Chairman

WITNESS:

ECOR INDUSTRIES, INC.

Print Name of Witness

By: _____
Title: _____



ECOR Aquatic Weed Control & Natural Areas Management

2840 Electronics Drive - Melbourne, FL 32935
Phone (321) 254-0930 - Fax (321) 254-4695



ATTACHMENTS A, B, C, D & E AQUATIC SERVICE SCOPE OF WORK

This Agreement made the date set forth below, by and between **ECOR Industries Inc.** also hereinafter called **ECOR**, and

Viera East Community Development District
2300 Clubhouse Drive
Viera, FL 32955

One Year: 10/01/20 – 09/30/21
Monthly Thereafter

hereinafter called “**Customer**”. The parties hereto agree as follows:

ECOR agrees to maintain the lakes and natural areas referenced in Attachments A, B, C, D & E in accordance with the terms and conditions of this agreement as listed below:

- ◆ Control of invasive and exotic emerged shoreline grasses, cattails, torpedo grass, etc., growing up to the high water mark. Native plants deemed beneficial and desirable by the **Customer** will not be targeted.
- ◆ Control of filamentous and macrophytic algae.
- ◆ Control of invasive and exotic floating vegetation such as hyacinths, waterfern, and duckweed.
- ◆ Control of invasive and exotic submerged vegetation such as pondweed, eleocharis, and hydrilla with contact herbicides. Lakes requiring a whole water body dosage with a systemic herbicide will be quoted as needed.
- ◆ Supplemental stocking of 200 triploid grass carp as permitted under Florida Fish and Wildlife #MT-19-CR-97-0451
- ◆ Monthly inspection and treatment as may be required by **ECOR** to maintain a clean body of water.

Service Fees:

A statement and invoice for the month's inspection and treatments will be mailed at the end of the month. **Customer** agrees to pay **ECOR** in the following manner and amount with terms of Net 30:

Attachment A - \$3,554.88 monthly
Attachment B - \$3,439.20 monthly
Attachment C - \$1,200 quarterly
Attachment D - \$200 every other month
Attachment E - \$693.12 monthly

AQUATIC SERVICE ADDENDUM

1. **ECOR's** "Aquatic Service Agreement" will be conducted in a manner consistent with integrated lake management practices. This may include chemical and biological control along with the acceptance that some species of vegetation may be beneficial in maintaining a balanced aquatic ecosystem. **ECOR** is fully insured, licensed, and certified with documentation provided upon request.
2. It is the **Customer's** responsibility to notify **ECOR** of all work areas that are designated as mitigation sites and have desirable plants installed. **ECOR** assumes no responsibility for damaged plants where **Customer** has failed to notify **ECOR** of such areas.
3. **ECOR** will not be responsible for removal of dead vegetation such as cattails, hyacinths, or torpedo grass, which may take many months to decompose. **ECOR** may provide a quotation for such services upon request.
4. **ECOR** will not be responsible for the cleanup of any dead fish unless directly resulting from a negligent application by **ECOR** such as using an aquatic herbicide inconsistent with label directions. Fish kills may occur for a variety of reasons including but not limited to runoff, algae blooms, cloudy weather, water temperature, and low dissolved oxygen. **ECOR** may provide a quotation for such services upon request.
5. **ECOR** will not be responsible for the removal of trash or debris unless contracted to do so as an optional service.
6. **ECOR** will not be responsible for the installation or maintenance of any aeration devices.
7. **ECOR** will notify the **Customer** of any deficiencies in the water control structures that may require repair.
8. **ECOR** will notify the **Customer** of any erosion or washout problems. The report will site the specific lake with a general location (ie. Lake 10, northeast corner). **ECOR** is not responsible for any repairs or maintenance of erosion or washout areas.
9. **ECOR** advocates the use of triploid grass carp as a biological means of lake management. The stocking of these carp or any other fish is provided for vegetation management purposes only.
10. Water use restrictions after treatments are not often required. When restrictions are required, **ECOR** will notify the **Customer** in writing of all restrictions that apply. **ECOR** will not be held liable for damages resulting from the **Customer** failing to follow restrictions.
11. Customer agrees to pay **ECOR** upon completion of the work as reported and invoiced for that month with terms of Net 30. Past due balances shall be assessed a finance charge of 1.5% (18% APR) until the entire balance is paid in full. In the event that the **Customer** fails to make payments as required, the account may be considered by **ECOR**, at its option, to be in default and the **Customer** shall be responsible for the payment of all costs of collection, including reasonable attorney fees, as allowed by law.

VIERA EAST COMMUNITY DEVELOPMENT DISTRICT 2020-21

AQUATIC WEED CONTROL

ATTACHMENT A - 39 SITES (Last Revised 9/25/08)

NOTE: Please refer to site maps. Use the map/site numbers listed below to find general location of each site. The map/site number and site name shall be referenced on all invoices.

MAP GRID #	SITE NUMBER	SITE NAME	SURFACE ACRES	MONTH
B 2	2	MAINTENANCE GARAGE NORTH	1.46	\$ 35.04
B 2/3	3	ADDINGTON-BRIGHTWOOD	6.07	\$ 145.68
B 2	3A	ADDINGTON CT	2.27	\$ 54.48
A/B 2/3	4	BRIGHTWOOD	4.32	\$ 103.68
A/B 2	5	BRIGHTWOOD-CANTERBURY	4.00	\$ 96.00
B 2	6	DURBAN-VEGC ENTRANCE	3.31	\$ 79.44
A 2	8	CANTERBURY-HOLE 10	1.23	\$ 29.52
A 2	9	CANTERBURY	3.05	\$ 73.20
A/B 2	10	STRATFORD-HOLE 9	5.02	\$ 120.48
B 2	11	OAKLEFE-HOLE 18	1.40	\$ 33.60
A 1/2	12	STRATFORD PLACE	4.67	\$ 112.08
A 2	13	CANTERBURY NORTH	0.85	\$ 20.40
A 1	18	BLACKHEATH	6.56	\$ 157.44
A 1	19	WOODHALL-ABERDEEN	3.66	\$ 87.84
A 1	20	ABERDEEN	5.42	\$ 130.08
A 1	21	ABERDEEN-HOLE 5	3.45	\$ 82.80
B 1	22	COLLINGTREE-WOODHALL	2.21	\$ 53.04
C 7	24	HAMMOCK TRACE-EAST	3.15	\$ 75.60
A 1	25	ABERDEEN-BLACKHEATH	2.90	\$ 69.60
B/C 6/7	26	HAMMOCK LAKES-WEST	5.67	\$ 136.08
C 6/7	27	HAMMOCK LAKES-EAST	4.99	\$ 119.76
D 3	31	HERON'S LANDING	12.23	\$ 293.52
C 6/7	33	FAWN RIDGE-WEST	5.91	\$ 141.84
C 6	33A	FAWN RIDGE-CENTRAL	1.06	\$ 25.44
D 6	34	FAWN RIDGE-EAST	8.51	\$ 204.24
C 4	36A	GRAND ISLE-CENTRAL	1.81	\$ 43.44
C 4	37	GRAND ISLE-NORTH	19.19	\$ 460.56
C 4	38	GRAND ISLE-NORTH		\$ -
B 4	43	BAYHILL-WEST	9.30	\$ 223.20
C 6	44	WOODSIDE PARK	0.46	\$ 11.04
B 3	54	OSPREY RIDGE-ENTRANCE	0.37	\$ 8.88
C 3	55	OSPREY RIDGE-CENTRAL	0.39	\$ 9.36
C 3	56A	OSPREY RIDGE-CENTRAL WEST	0.18	\$ 4.32
C 2	56B	OSPREY RIDGE-CENTRAL EAST	0.04	\$ 0.96
C 2	58	OSPREY RIDGE WEST	0.19	\$ 4.56
B 2	59	OSPREY CLUBHOUSE DRIVE	1.21	\$ 29.04
B 1	60	HERITAGE SOUTH	0.53	\$ 12.72
C/D 3	63	HERON'S LANDING WEST	7.41	\$ 177.84
C 2	70	BENNINGTON CENTRAL	3.67	\$ 88.08

MONTHLY FEE	\$ 3,554.88
ANNUAL FEE	\$ 42,658.56

**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT 2020-21
NATURAL AREAS MANAGEMENT & AQUATIC WEED CONTROL
ATTACHMENT B - 31 SITES (Last Revised 9/25/08)**

NOTE: Please refer to site maps. Use the map/site numbers listed below to find general location of each site. The map/site number and site name shall be referenced on all invoices.

MAP GRID #	SITE NUMBER	SITE NAME	SURFACE ACRES	MONTH
B 3	1	GOLF COURSE 12/13 FAIRWAYS	18.53	\$ 444.72
B 2	7	DURBAN-ADDINGTON	10.73	\$ 257.52
A/B 1	14	PARKSTONE	1.90	\$ 45.60
B 1	15	OAKLEFE-HOLE 17	1.61	\$ 38.64
B 1	16	VEGC NORTH ENTRANCE	0.94	\$ 22.56
B 1	17	GOLF VISTA BLVD	0.75	\$ 18.00
A 1	18A	STRATFORD ENTRANCE	0.55	\$ 13.20
B 1	23	COLLINGTREE	14.15	\$ 339.60
B/C 7	28	HAMMOCK TRACE-WEST	4.83	\$ 115.92
D 3	29	HERON'S LNDG-VIERA BLVD	8.40	\$ 201.60
B 2/3	30	MAINTENANCE GARAGE SOUTH	0.67	\$ 16.08
C 4	36	GRAND ISLE-SOUTH	3.46	\$ 83.04
B/C 4	41	BAYHILL	9.82	\$ 235.68
B 3/4	42	BAYHILL NORTH	1.39	\$ 33.36
B 3/4	42A	STAR RUSH POND	0.10	\$ 2.40
B 3/4	42B	STAR RUSH CANAL	0.55	\$ 13.20
B 4	43A	BAYHILL-FLOWWAY	6.42	\$ 154.08
A/B 1	45	V.E.G.C. NORTH FLOWWAY WEST	7.24	\$ 173.76
B/C 3	53	OSPREY RIDGE-S	9.33	\$ 223.92
C 2	56	OSPREY RIDGE-NW	0.87	\$ 20.88
B 2	57	OSPREY LANDING	4.65	\$ 111.60
B 1	61	HERITAGE NORTH	9.01	\$ 216.24
B/C 1	62	V.E.G.C. NORTH FLOWWAY EAST	10.48	\$ 251.52
B 2	64	CLUBHOUSE DRIVE NORTHSIDE	1.82	\$ 43.68
B/C 2	65	CLUBHOUSE DRIVE SOUTHSIDE	1.66	\$ 39.84
B/C 2	66	BENNINGTON WEST	1.65	\$ 39.60
B 1	67	TEMPLETON WEST	2.95	\$ 70.80
C 1	68	TEMPLETON EAST	1.24	\$ 29.76
B 1/2	69	SOMMERVILLE	2.62	\$ 62.88
D 2/3	84	HERON'S LANDING-NORTH	4.38	\$ 105.12
C 3	85	HERON'S LANDING NORTHWEST	0.60	\$ 14.40

MONTHLY FEE	\$ 3,439.20
ANNUAL FEE	\$ 41,270.40

**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT 2020-21
HEADER CANAL QUARTERLY SERVICE
ATTACHMENT C - EMERGENT VEGETATION CONTROL**

*NOTE: Chemical control for emergent vegetation only.
Hydrilla control quoted and done on an as needed basis.*

MAP GRID #	SITE NUMBER	SITE NAME	SURFACE ACRES	QUARTERLY
A-C 1-7	48	VIERA - WEST HEADER CANAL	26.61	\$ 1,200.00
SERVICE FEE (4 TIMES A YEAR)				\$ 1,200.00
ANNUAL FEE				\$ 4,800.00

**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT 2020-21
BAYHILL FLOW-WAY BOAT WORK
ATTACHMENT D**

NOTE: Chemical control done on an every other month basis for maintenance of the flow-way

MAP GRID #	SITE NUMBER	SITE NAME	SURFACE ACRES	EVEN MONTHS
B 4	43A	BAYHILL-FLOWWAY	6.42	\$ 200.00
SERVICE FEE (6 TIMES A YEAR)				\$ 200.00
ANNUAL FEE				\$ 1,200.00

**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT 2010-21
AQUATIC WEED CONTROL FOR WINGATE & AUBURN LAKES
ATTACHMENT E - 13 SITES (As of June 1, 2011)**

NOTE: Please refer to site maps. Use the map/site numbers listed below to find general location of each site. The map/site number and site name shall be referenced on all invoices.

MAP GRID #	SITE NUMBER	SITE NAME	SURFACE ACRES	MONTH
C 1	71	WINGATE ESTATES - TRACT H	2.80	\$ 67.20
C 1	72	WINGATE ESTATES - TRACT I	3.24	\$ 77.76
C 1	73	WINGATE ESTATES - TRACT K	4.91	\$ 117.84
C 1	74	WINGATE ESTATES - TRACT M	1.46	\$ 35.04
C 1	75	WINGATE ESTATES - TRACT D	1.58	\$ 37.92
C 1	76	AUBURN LAKES - TRACT 3	0.98	\$ 23.52
D 1	77	AUBURN LAKES - TRACT 16	1.77	\$ 42.48
D 1	78	AUBURN LAKES - TRACT 4	2.73	\$ 65.52
D 1	79	AUBURN LAKES - TRACT 5	1.56	\$ 37.44
C/D 1/2	80	AUBURN LAKES - TRACT 6	5.43	\$ 130.32
C 1/2	81	AUBURN LAKES - TRACT 7	0.82	\$ 19.68
D 2	82	AUBURN LAKES - TRACT 10	0.62	\$ 14.88
D 2	83	AUBURN LAKES - TRACT 12	0.98	\$ 23.52
MONTHLY FEE				\$ 693.12
ANNUAL FEE				\$ 8,317.44

SECTION V

AIA® Document A104™ - 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor (Modified)

AGREEMENT made as of the day of in the year «Two Thousand Twenty»
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

«»

«»

and the Contractor:

(Name, legal status, address and other information)

«»

for the following Project:

(Name, location and detailed description)

«»

« »

The Engineer:

(Name, legal status, address and other information)

«»

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ENGINEER
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK – NOT USED

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ [« »] The date of this Agreement.

☒ [«X»] A date set forth in a notice to proceed issued by the Owner.

☐ [« »] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

«»

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

☒ [X] Not later than One Hundred and Twenty (120) calendar days from the date of commencement of the Work.

☐ [] By the following date:

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☒ [X] Stipulated Sum, in accordance with Section 3.2 below

☐ [] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

☐ [] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be \$ (), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

see Exhibit C

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

Item	Price
See Exhibit C	\$

§ 3.2.4 For Change Order Work or Construction Change Directives as to which unit pricing in accordance with the Agreement is not the agreed upon pricing method, amounts payable or deductible, as the case may be, for combined overhead and profit shall be _____ Percent (_____ %) of the aggregate net change in the cost of the Work attributable to changes.

§ 3.3 Intentionally deleted

§ 3.3.1 Intentionally deleted.

§ 3.3.2 Intentionally deleted.

§ 3.4 Intentionally deleted.

§ 3.4.1 Intentionally deleted.

§ 3.4.2 Intentionally deleted.

§ 3.4.3 Intentionally deleted.

§ 3.4.3.2 Intentionally deleted.

§ 3.4.3.3 Intentionally deleted.

§ 3.4.3.4 Intentionally deleted.

§ 3.4.3.5 Intentionally deleted.

§ 3.4.3.6 Intentionally deleted.

§ 3.4.3.7 Intentionally deleted.

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The Contractor acknowledges and agrees that the Owner will suffer damages if the Contractor does not achieve Substantial Completion of the Work within the Contract Time. The specific damages for delay in timely achieving Substantial Completion of the Work within the Contract Time are difficult to determine at this time but the parties agree that the liquidated damages for delayed Substantial Completion specified in this Section 3.5 represent a reasonable estimate of the damages the Owner will incur for each day of delay beyond the Contract Time and bear a reasonable relationship to the Owner's risk of loss. Accordingly, as liquidated damages, and not as a penalty, the Contractor shall pay to the Owner liquidated damages in the daily amount of Two Hundred and Fifty AND 00/100 Dollars (\$ 250.00) for each day of delay in achieving Substantial Completion of the Work beyond the Contract Time. The Owner may deduct liquidated damages prescribed in this Section 3.5 from any unpaid amounts then or thereafter due the Contractor under the Contract Documents. Any liquidated damages not so deducted shall be payable to the Owner by the Contractor upon demand by the Owner plus interest from the date of demand at the rate specified in Section 4.1.5 of this Agreement. It is further mutually understood and agreed that the Owner's assessment of liquidated damages for delays is intended to compensate the Owner solely for the Contractor's failure

to timely achieve Substantial Completion of the Work and shall not release the Contractor from liability from any other breach of the requirements of the Contract Documents. If the liquidated damages set forth in the Contract are determined by a court or arbitrator of competent jurisdiction to be unenforceable for any reason, then the Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of the Contractor's failure to timely achieve Substantial Completion of the Work. If the Contractor disputes any liquidated damages to which the Owner asserts it is entitled, the Contractor may make a Claim in accordance with the terms of the Contract.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment to be submitted on AIA Form G702/703 or in such other format as may be approved in writing by the Owner and all other required supporting documentation and information submitted to the Owner and the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Owner not later than the last day of a month for which payment is requested, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the same month. If an Application for Payment or any required backup is received by the Owner after the date fixed above, payment shall be made by the Owner not later than thirty (30) calendar days after the Owner receives the Application for Payment and all required backup.

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.3.1 The Contractor shall submit to the Owner before the first Application for Payment, all certificates or policies of insurance required by the Contract Documents and a listing of all Subcontractors (awarded at that time). Additionally, the Contractor must update its list of Subcontractors and suppliers on a monthly basis and deliver it to the Owner and the Engineer with the Contractor's Applications for Payment.

§ 4.1.3.2 In addition to other required items, as a strict condition precedent to the Owner's obligation to make payment pursuant to an Application for Payment, the Contractor shall submit, all in form and substance reasonably satisfactory to the Owner and in compliance with applicable statutes of the State of Florida: (i) a duly executed and notarized partial release of lien from the Contractor and every Subcontractor, supplier and laborer under Contractor of every tier potentially having lien rights for labor, materials, equipment, and any other items and services furnished for the Project, in the form attached hereto as **Exhibit D1**, effective through the end of the period for which payment is sought in the Contractor's current Application for Payment; and (ii) such other information, documentation, and materials as the Owner may require.

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

10% of all items pending satisfaction of all conditions to final payment. Before final payment, the Owner, in its sole and absolute discretion, may make to the Contractor payment in full, including release of applicable retainage, for a particular Subcontractor's Work that is fully and satisfactorily completed, provided that the Contractor and Subcontractor provide a satisfactory complete release of all claims for such Work and provided that both have complied with all requirements for final payment in accordance with the Contract Documents as to such Subcontractor's Work. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Contractor or (ii) any other right or remedy the Owner has under the Contract Documents, at law or in equity.

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract, including completion of all punch list items and final cleanup and restoration (including removal of all excess materials, rock, sand, paving, and miscellaneous debris, supplies, equipment, and trailers), except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price;
- .3 a final Certificate for Payment has been issued by the Engineer in accordance with Section 15.7.1.
- .4 the Contractor has delivered to the Owner final, fully consolidated, accurate and legible record Drawings in PDF format (or such other format as may be acceptable to the Owner);
- .5 the Contractor has delivered to the Owner a complete list of Subcontractors and principal suppliers on the Project, including addresses and telephone numbers certified by an officer of the Contractor as complete, true and accurate;
- .6 the Contractor has delivered to the Owner a duly-executed and notarized Final Payment Affidavit in statutory form showing all lienors have been paid in full;
- .7 the Contractor has submitted to the Owner a Final Release and Waiver of Lien in the form attached hereto as **Exhibit D2** completed and duly-executed before a notary by the Contractor and every Subcontractor, supplier and laborer of every tier under Contractor potentially having lien rights for labor, materials, equipment, and any other items and services furnished for the Project;
- .8 all warranties and guarantees required under or pursuant to the Contract Documents have been assembled and delivered by the Contractor to the Owner; and
- .9 the Owner has received any and all other documentation required by the Contract.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the completion or satisfaction of all conditions precedent to final payment set forth above in Section 4.2.1.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ Arbitration pursuant to Section 21.6 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

§ 5.2 WAIVER OF JURY TRIAL

To the extent allowed by applicable laws, the Owner and the Contractor expressly covenant and agree to waive the right to trial by jury in connection with any litigation or judicial proceeding related to or concerning, directly or indirectly, this Agreement, the Work, or the conduct, omission, action, obligation, duty, right benefit, privilege or liability of a party. This waiver of right to trial by jury is separately given and is knowingly, intentionally and

voluntarily made by the parties, and both acknowledge that separate and good and valuable consideration has been provided by each for this waiver. The parties have had an opportunity to seek legal counsel concerning this waiver. This waiver is intended to and does encompass each instance and each issue as to which the right to a jury trial would otherwise accrue. The parties further certify and represent to each other that no employee, representative or agent of the Contractor or the Owner (including their respective counsel) has represented, expressly or otherwise, to the Contractor or the Owner or to any agent or representative of the Contractor or the Owner (including their respective counsel) that they will not seek to enforce this waiver of right to jury trial. This waiver shall apply to this Agreement and any future amendments, supplements or modifications hereto.

§ 5.3 CHAPTER 558 OPT-OUT

THE PARTIES EXPRESSLY AGREE THAT THE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES, SHALL NOT APPLY TO THIS AGREEMENT OR ANY DISPUTE RELATING TO IT OR THE PROJECT.

§ 5.4 ATTORNEYS' FEES

In any suit, action, or other proceeding, including trial, arbitration or bankruptcy, arising out of or in any manner relating to this Agreement or the Contract Documents, including: (a) the enforcement or interpretation of either party's rights or obligations under this Agreement or the Contract Documents, whether in contract, tort, or both, or (b) the declaration of any rights or obligations under this Agreement or the Contract Documents, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorneys' fees and legal costs from the losing party.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
See Exhibit B			

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
See Exhibit B		

§ 6.1.6 The Addenda, if any:

Community Development District Provisions Addenda

Maintenance Bond Form – Contractor to use provisions and forms as required and approved by Brevard County.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

- ☐ Exhibit A, Determination of the Cost of the Work.
☒ Exhibit D, Basin V Drainage Map.
☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below;
(Insert the date of the E204-2017 incorporated into this Agreement.)
☐ The Sustainability Plan:

Title	Date	Pages

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

Exhibit A – NOT USED

Exhibit B – Drawings and Specifications

Exhibit C – Initial Schedule of Values

Exhibit D – Reference Material – Basin V Drainage Map

Exhibit D1 – Form of Waiver and Release of Lien - Progress Payment

Exhibit D2 – Form of Waiver and Release of Lien - Final

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Engineer. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the “**Contract for Construction**” or the “**Contract**”. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. However, to the extent the Contractor has performed Work within the scope of this Agreement before execution of this Agreement all rights and liabilities of the parties for performance of the prior Work are merged and included within and shall be governed by the terms and conditions of this Agreement. All compensation paid for prior Work performed by the Contractor or its Subcontractors related to the Project is included in the Contract Sum and the Owner shall have no obligation or liability to the Contractor for prior work separate and apart from the terms and conditions of this Agreement. For the avoidance of doubt, no sums are due for any work, services, or material provided prior to execution of this Agreement. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.2.1 In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Modifications and (b) this Agreement, including the Exhibits. Except as otherwise provided, among categories of documents having the same order of precedence, the provision or requirement conferring the greatest benefit upon the Owner as determined by the Owner shall control and take precedence. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency.

§ 7.3 The Work

The term “**Work**” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations to construct the entire Work shown on the Drawings and Specifications and all Work that is reasonably inferable therefrom as being necessary to achieve the indicated results. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Engineer and the Engineer’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Engineer and the Engineer’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights, subject to rights of the Owner under its agreement with the Engineer. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner’s, Engineer’s or Engineer’s consultants’ reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Engineer and the Engineer’s consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The Contractor shall be bound by protocols, if any, that the Owner and the Engineer agree to.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, or reputable overnight delivery services, with proof of delivery, or by electronic transmission, sent to the intended addressee at the address set forth in the Agreement, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt of refusal to accept delivery, or, in the case of electronic transmission, as of the date of the electronic transmission.

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Engineer and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. The Owner shall incur no liability for delays occasioned by any stop work order issued in accordance with this Section.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a three-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect and deduct the reasonable cost thereof, including the Owner's expenses and compensation for the Engineer's additional services made necessary thereby, plus markup of ten percent (10%), from the payment then or thereafter due the Contractor. The Engineer may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment, or the Owner may, pursuant to Section 15.4.3 withhold payment or recover from the Contractor, or offset for, payment previously made, in whole or in part, to the extent

reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Engineer's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the condition and limitations under which the Work is to be performed, including (i) the location, condition, layout, and nature of the Project site, existing improvements, and surrounding areas, (ii) anticipated labor supply and costs, and (iii) availability and cost of materials, tools, and equipment. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this or any other section or provision of this Agreement.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Engineer any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Engineer may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the design professionals engaged by the Owner, or the work installed by other contractors, is not guaranteed by the Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Engineer any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Engineer may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the written consent of the Owner, after evaluation by the Engineer and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3. In addition to and not in lieu of the foregoing warranties, the Contractor hereby (a) assigns to the Owner (on a non-exclusive basis) any and all manufacturer's, supplier's, and Subcontractor's warranties relating to materials and equipment used in the Work, (b) agrees to perform the Work in such manner so as to preserve any and all such warranties, and (c) further agrees to deliver all documentation of such warranties to the Owner no later than at the time the Contractor submits its final Application for Payment.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Allowance amounts, if any, shall be adjusted via Change Order or Construction Change Directive prior to final payment based on actual substantiated costs incurred.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Engineer's information a Contractor's construction schedule for the Work. The schedule shall be updated at appropriate intervals required by the conditions of the Work. The construction schedule and all updates thereto shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Engineer; provided, however, no such schedule update shall modify the Contract Time without the Owner's written consent.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Engineer and the Owner Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents or requested by the Engineer or the Owner in coordination with the Contractor's construction schedule and in such sequence as to allow the Engineer (and the Owner, at the Owner's election) reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Engineer that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Engineer will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Engineer will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Engineer's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Engineer will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

§ 9.10.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Only materials and equipment that are to be used directly in the Work itself shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored on the Project site from weather, theft, and damage is solely the responsibility of the Contractor. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 9.10.2 The Contractor shall use best efforts to minimize any interference with the occupancy or beneficial use of any areas and buildings adjacent to the site of the Work. The Contractor shall not permit any workers to use any existing facilities at the Project site, including elevators, lavatories, toilets, entrances, and parking areas other than those specifically agreed by the Owner in writing.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner, the Engineer, and other persons designated by the Owner with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Engineer harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Engineer. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Owner and Engineer.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend (at Owner's request with counsel reasonably acceptable to the Owner) and hold harmless the Owner, its members, managers, and affiliates, and the respective officers, directors, agents, employees, successors and assigns of any of them, as well as the Viera East Community Development District and its Board of Supervisors (collectively, "**Indemnitees**"), from and against any and all claims, liabilities, damages, losses, and expenses, including attorneys' fees (collectively, "**Indemnity Claims**"), arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death (the Contractor's employees included), or to injury to or destruction of tangible property (including loss of use), but only to the extent caused, in whole or in part, by the negligent, reckless or intentionally wrongful acts or omissions of the Contractor, or any of the Contractor's Subcontractors, suppliers, or agents of any tier or their respective employees, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified here under. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to an Indemnitee. The Owner and the Contractor acknowledge and agree that Section 725.06, Florida Statutes, does not require a monetary limitation on the extent of the indemnification provisions of this Section 9.15.1. If, notwithstanding this agreement, a monetary limitation on the extent of indemnification is deemed necessary to enforce any indemnification provision contained in the Contract, the specifications for the Project shall be deemed to include a monetary limitation on the extent of the indemnification required by said provision equal to the greater of, on a per occurrence basis: (a) two (2) times the Contract Sum, or (b) the amount of all deductibles and self-insured retentions applicable to the Contractor's insurance policy or policies applicable to such Indemnity Claim(s) plus the amount of insurance proceeds paid or payable under the Contractor's insurance policy or policies applicable to such Indemnity Claims, and the Contractor and the Owner expressly agree that this monetary limit bears a reasonable commercial relationship to the Contract. The Contractor's indemnification obligations under this Agreement, including those in this Section, shall be deemed to fully comply with Section 725.06, Florida Statutes, to the extent applicable, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of this Agreement is determined not to be in compliance with Section 725.06, Florida Statutes, to the extent applicable, including any amendments thereto, it shall be deemed stricken and the remaining words, clauses, and provisions shall remain in full force and effect. To the greatest extent permitted by applicable laws, the Contractor waives for itself and its insurers any and all claims that the indemnification obligations under the Contract violate applicable laws.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 9.15.3 The duty of the Contractor to indemnify and hold harmless the indemnified parties includes the separate and independent duty to defend the indemnified parties, which duty arises immediately upon receipt by the Contractor of the tender of any indemnity claim from an indemnified party which under the written content of the claimant's description of its claim reasonably appears to be within Contractor's indemnification obligation. The Contractor's obligation to defend the indemnified parties shall be at Contractor's sole expense. The Contractor shall respond within fifteen (15) calendar days to the tender of any indemnity claim for defense and/or indemnity by an indemnified party, unless the indemnified party agrees in writing to an extension of this time. The defense provided to the indemnified parties by Contractor shall be by well qualified, adequately insured and experienced legal counsel reasonably acceptable to Owner. By proceeding to defend an indemnity claim, the Contractor shall not be deemed to have admitted to an obligation to provide indemnification and defense and the Contractor may provide a defense under a written reservation of rights.

ARTICLE 10 Engineer

§ 10.1 The Engineer will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Engineer issues the final Certificate for Payment. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 At the Owner's discretion, the duties of the Engineer described herein, other than those duties that require licensure as an architect under applicable laws, may be performed by the Owner or the Owner's representative (e.g., the role of reviewing and certifying Applications for Payment and approving Change Orders).

§ 10.3 The Engineer will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Engineer's evaluations of the Work and of the Contractor's Applications for Payment, the Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Engineer shall promptly notify the Owner when it observes Work that does not conform to the Contract Documents and the Engineer may recommend to the Owner inspection or testing of the Work.

§ 10.7 The Engineer will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Engineer will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor, provided that requests by the Contractor for information or clarification must be in writing and indicate the specific Contract Documents in need of clarification and the nature of the clarification requested.

§ 10.9 The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Engineer of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Engineer has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by

such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall be in writing and shall (1) expressly identify the Owner as a third party beneficiary of the subcontract, (2) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Engineer, (3) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner, (4) incorporate the terms of this Agreement, (5) require that each of the Contractor's Subcontractors and materials suppliers incorporate the terms of this Agreement into their respective subcontracts and purchase orders related to the Project, (6) include the provision for waiver of trial by jury with respect to any and all claims arising out of the performance of any and all obligations under this Agreement and all subcontracts and purchase orders related to the Project, (7) conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee and shall not provide for retainage of less than ten percent (10%) without the prior consent of the Owner. The Contractor shall promptly submit to the Owner a copy of each subcontract upon execution of same.

§ 11.4 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that: (i) assignment is effective only after termination of the Contract by the Owner and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and (ii) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract. Each subcontract shall specifically provide that the Owner shall only be responsible to the Subcontractor for those obligations of the Contractor that accrue subsequent to the Owner's exercise of its right to take an assignment of such subcontract. Upon such assignment to the Owner under this Section 11.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of a Separate Contractor's delays that delay the critical path of the Work, a Separate Contractor's improperly timed activities that delay the critical path of the Work caused by a Separate Contractor, or damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, and Contractor, and, if required by the Owner, the Engineer, or by written Construction Change Directive signed by the Owner and, if required by the Owner, Engineer. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive. Except as permitted in this Article 13 or Section 15.4.5, a change in the Contract Sum or Contract Time shall be accomplished only by a Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, shall be a basis of

any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties in a Change Order signed by both the Contractor and the Owner or, in the case of a Construction Change Directive signed only by the Owner and, if required by the Owner, the Engineer, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit thereon at the rate specified in Section 3.2.4 unless the parties agree on another method for determining the cost or credit, and such adjustment of the Contract Sum shall be subject to preconditions and limitations of Article 14 and other applicable provisions of this Agreement. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Owner will make an interim determination of the amount of payment due for purposes of the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Contractor will prepare a Change Order. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time.

§ 13.3 The Engineer, with the Owner's written consent, will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Engineer and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides timely notice to the Owner and Engineer in accordance with Section 13.5 and, in any event, before conditions are disturbed.

§ 13.5 If the Contractor observes any circumstance that may, in its opinion, be a change in the scope of the Work that justifies a change to the Contract Sum or Contract Time or the Contractor otherwise becomes aware of the need for or desirability of a change in the Work, then the Contractor may submit a written Change Order Request ("COR") within ten (10) days after becoming aware of circumstance the Contractor believes constitutes a change, in a format acceptable to the Owner and Engineer, and must specify the reasons for such proposed change. The Contractor shall submit a written price proposal and any other required substantiating data within ten (10) days after delivery of the COR, including relevant circumstances and impacts on the schedule or within such later time, if any, agreed to in writing by the Owner. The Contractor may request additional compensation and/or time through a COR but not for instances that the Contractor knew or became aware of the grounds for the COR more than ten (10) days prior to the date the COR is submitted. Any such COR that is approved by the Owner will be incorporated in a Change Order or Construction Change Directive. The time periods in this Section 13.5 prevail over any conflicting time periods elsewhere in the Contract.

ARTICLE 14 TIME

§ 14.1 Time is of the essence in the performance of the Contractor's obligations under the Contract, including the Contract Time and any milestone deadlines. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date established in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the critical path of the Work by: (a) labor disputes, fire, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or other causes beyond the Contractor's control that the Owner determines justify delay (collectively, "Force Majeure Events"); (b) an act or neglect of the Owner or Engineer, or of an employee of either, or of a Separate Contractor employed by the Owner; (c) changes ordered in the Work by the Owner; or (d) delay authorized by the Owner pending mediation or other dispute resolution proceedings, then the Contract Time shall be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension of time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by the Contractor, (ii) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay or reasonable likelihood that the delay will occur, (iii) delays the critical path of the Work and is of a duration not less than one (1) day, and (iv) written notice is provided to the Owner in writing within five (5) working days after the Contractor recognizes or discovers such delay. Notwithstanding anything to the contrary in the Contract Documents, an extension of the Contract Time, to the extent permitted under this Section 14.5, shall be the sole remedy of the Contractor for any (i) delay in the commencement, prosecution, or completion of the Work, (ii) hindrance or obstruction in the performance of the Work, (iii) loss of productivity, or (iv) other similar claims whether or not such delays are foreseeable, unless a delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such interference or a delay is caused by a Force Majeure Event exceeding fifteen (15) days in the aggregate (i.e. there shall be no increase in the Contract Sum for delays caused by Force Majeure Events unless the delays caused by Force Majeure Events exceed 15 days). In no event shall the Contractor be entitled to any compensation or recovery from the Owner in connection with any delay, for consequential damages, lost opportunity costs, impact damages, or other similar remuneration. The extension of time provided for in Section 14.5 shall be the Contractor's sole remedy for any delay, with the exception of the additional cost provided in Section 14.6 below. To the extent the Contractor is entitled under the Contract Documents to an extension of time due to a delay, but the performance of the Work is independently suspended, delayed, or interrupted by a delay for which the Contractor is not entitled to an extension of time, the delay shall be deemed to be a "**Concurrent Delay**." In the case of a Concurrent Delay, the Contractor shall be entitled to an extension of the Contract Time but the Contractor shall not be entitled to any additional compensation whatsoever during the period of Concurrent Delay. The Contractor shall take all reasonable steps to mitigate the impact of any delays, however caused, regardless of whether the Contractor might otherwise be entitled to adjustment of the Contract Sum or Contract Time for such delays.

§ 14.6 The Owner shall not be obligated or liable to Contractor for, and Contractor expressly waives any claims against Owner on account of, any damages, costs or expenses of any nature whatsoever which Contractor, its Subcontractors of any tier or any other person may incur as a result of any delays, interference, suspensions, rescheduling, changes in sequence, congestion, disruptions or the like arising from or out of any act or omission of Owner, it being understood and agreed that Contractor's sole and exclusive remedy in such event will be an extension of the schedule as provided for in Section 14.5, but only in accordance with the provisions of Section 14.5, and, if applicable an adjustment to the Contract Sum in accordance with this Section 14.6. An adjustment in the Contract Sum shall only be allowed for delays caused by the acts of the Owner constituting active interference with the Contractor's performance of the Work that continue after the Owner's receipt of written notice from the Contractor or delays caused by Force Majeure Events exceeding fifteen (15) days in the aggregate (but not for Concurrent Delays) and such adjustment under or pursuant to this Section 14.6 shall be limited to the increase, if any, of direct costs incurred by the Contractor in performing the Work as a result of that portion of such delay or delays that cause the Contract Time to be increased. Without limitation, direct costs do not include and the Contractor waives claims relating to damages, delay damages or time-related costs or damages, including, without limitation: (1) profit on the additional costs beyond those as allowed elsewhere in the documents, (2) loss of anticipated profit, (3) indirect expenses, (4) impact costs, (5) loss of productivity, (6) inefficiency costs, (7) home-office overhead, (8) consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities and insolvency, and (9) legal fees, claims preparation expenses, or costs of dispute resolution.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Owner before the first

Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Owner. The most recent schedule of values approved by the Owner (i.e. the "**Schedule of Values**") shall be used as a basis for reviewing the Contractor's Applications for Payment. If the Owner believes at any time the schedule of values is unbalanced, the Contractor shall, after review and agreement with the Owner, adjust the schedule of values accordingly.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Engineer, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Engineer with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Engineer of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Engineer an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Engineer require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted

invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Engineer will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Engineer determines is properly due, or notify the Contractor and Owner of the Engineer's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's evaluations of the Work and the data in the Application for Payment, that, to the best of the Engineer's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Engineer. However, the issuance of a Certificate for Payment will not be a representation that the Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Engineer may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Engineer's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Engineer is unable to certify payment in the amount of the Application, the Engineer will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which the Engineer is able to make such representations to the Owner. The Engineer may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, and the Owner may withhold a payment, recover from the Contractor a payment previously made, or offset against any current payments due under the Contract Documents or under any other agreement between the Contractor and the Owner amounts previously paid, to such extent as may be necessary in the Engineer's or the Owner's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied or Work rejected by any government authority having jurisdiction over the Project;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;

- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Engineer's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.4.5 If the Owner is entitled to reimbursement or payment from the Contractor pursuant to the Contract Documents, such payment shall be made within ten (10) days after the Owner's written demand (unless a different time for such payment is expressly provided for in the Contract Documents). Notwithstanding anything in the Contract Documents to the contrary, if the Contractor fails to timely make any payment due the Owner under the Contract or under any other agreement between the Owner and the Contractor or if the Owner incurs any costs and expenses to cure any default of the Contractor under the Contract or under any other agreement between the Owner and the Contractor or to correct defective Work, the Owner shall have the right to offset such amount against the Contract Sum and amounts otherwise payable to the Contractor pursuant to any other agreement and may elect either to: (i) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (ii) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Engineer shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law. Notwithstanding anything in the Contract to the contrary, if the Owner withholds payment to the Contractor pursuant to Section 15.4.3.3, the Owner may elect, in the Owner's reasonable discretion, to make any payment requested by the Contractor on behalf of a Subcontractor of any tier jointly payable to the Contractor and such Subcontractor; provided, however, such right shall not be construed to create any obligation from the Owner to any Subcontractor or materialman.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has made payment of all undisputed amounts due to the Contractor hereunder, the Contractor shall defend, indemnify, and hold harmless the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If any lien or liens are claimed on the Owner's or any other person's or entity's property by any person or entity as a result of the Work, provided the Owner has made payment of all undisputed amounts due to the Contractor hereunder, the Contractor shall cause the lien or liens to be satisfied or transferred to other security in accordance with Section 713.24, Florida Statutes. If the Contractor fails to do so within twenty (20) days after receiving notice of such lien or claim of lien, the Owner may take such action as it deems advisable to protect itself from such lien or claim of lien and the Contractor shall pay to the Owner the reasonable amounts incurred by the Owner, including reasonable attorneys' and paralegals' fees in taking such protective action. The obligations of the Contractor under this Section 15.5.4 are in addition to and in no way to be construed as a limitation of the obligations of the Contractor's or any Subcontractors' surety under any payment bond.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, and no items of Work remain to be completed except for minor punch list items not interfering with such intended use, and a certificate of occupancy or its equivalent has been issued by the applicable building authority for the Project.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Owner determines that the Work or designated portion thereof is substantially complete, the Owner will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and, if required by the Owner, the Engineer will promptly make such inspection and, when the Owner and Engineer find the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Engineer's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until thirty (30) days after all conditions specified in Section 4.2.1 of this Agreement have been satisfied, including the Contractor having delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall not constitute a waiver of claims by the Owner.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. Without limitation of the foregoing, the Contractor shall, and shall cause its employees, agents (including Subcontractors) and other representatives to, comply with the requirements of the Occupational Safety and Health Act of 1970, as amended, and similar applicable laws. The Contractor shall be deemed the "employer" within the meaning of such applicable laws, and neither the Owner nor its consultants shall be responsible for any OSHA non-compliance in connection with performance of the Work. The Contractor shall notify the Owner immediately in the event of an Occupational Safety and Health Administration inspection when no Owner personnel are on site. In addition, the Contractor shall comply with the applicable requirements of the Owner's safety program, if any. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Engineer or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Engineer of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. As used herein, the term "rendered harmless" shall be interpreted to mean that levels of asbestos, polychlorinated biphenyl (PCB) or any hazardous materials are less than any applicable exposure standards set forth in EPA and OSHA regulations.

§ 16.2.2 Intentionally deleted.

§ 16.2.3 Intentionally deleted

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall, and shall cause its Subcontractors to, purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located and having policy holder ratings no lower than "A" and financial ratings not lower than "X" in the current edition of Best's Insurance Guide. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a longer duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000) each occurrence, Two Million Dollars (\$ 2,000,000) general aggregate, and Two Million Dollars (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits, and Employer's Liability with limits specified in Section 17.1.6, for all persons whom the Contractor employs (or uses as subcontract labor if the Subcontractor is uninsured) in carrying out any Work. Such insurance shall be in strict compliance with the requirements of the most current and applicable workers' compensation insurance laws in effect from time to time in the state(s) where the Work is performed, and shall include endorsements that provide: (a) Voluntary Compensation; (b) If the Contractor will borrow or otherwise use loaned employees (including if the Contractor leases a piece of equipment and it comes with an operator or the Contractor obtains employees from temporary agencies), the Contractor shall obtain an Alternate Employer's Endorsement; (c) If the Contractor will lease "employees" from a professional employer organization, the Contractor shall obtain Leased Employee Worker's Compensation coverage endorsement; and (d) If the Work is taking place on or adjacent to navigable waters, then USL&H and Jones Act coverage is required..

§ 17.1.6 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000) each accident, Five Hundred Thousand Dollars (\$ 500,000) each employee, and Five Hundred Thousand Dollars (\$ 500,000) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, (including the stamping by a professional engineer or the submission of working drawings) the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate, which insurance shall be retroactive to the date services were first performed for the Project and shall be maintained for a period of not less than four (4) years after final completion of the Project.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

Coverage under Section 17.1.7 and this Section 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 17.1.9 Property insurance providing coverage for property in which the Contractor retains the risk of loss including its own equipment (stationary or mobile), tools (including employee tools), supplies, materials, and any other property owned or leased by the Contractor. If the Contractor chooses to self-insure any of the property described under this Section, it is agreed that the Contractor shall hold the Indemnitees harmless for any loss or damage to that property.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1, and complete copies of policies including endorsements if requested by the Owner, at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner and the Viera East Community

Development District as additional insureds on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor, which shall not exceed \$10,000, and for which amounts the Contractor shall be solely responsible.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Viera East Community Development District, the Engineer, and the Engineer's Consultants as additional insureds for claims arising from, or caused in whole or in part by, the Contractor's, or its Subcontractors' or suppliers', negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims arising from or caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 10 01, CG 20 37 10 01, and, with respect to the Engineer and the Engineer's Consultants, CG 20 32 07 04. Further, the commercial general liability insurance shall include:

- (a) Contractual liability coverage to the same or greater extent as covered under ISO commercial general liability coverage form CG 00 01 10 04.
- (b) Coverage for ongoing operations, premises/operations, independent contractors, underground, explosion and collapse (XCU) (for trades with trenching or excavation activities within their scope of work), fire legal liability, and any persons or entities performing work on behalf of the Contractor.
- (c) Products and completed operations coverage, which coverage shall be maintained in effect until expiration of the applicable statute of repose for the state in which the Project is located. Provisions excluding products and completed operations, or those that limit completed operations coverage to ongoing operations only, will be unacceptable.
- (d) A severability or separation of insureds clause.
- (e) NO language or endorsements (whether ISO or manuscript) excluding or limiting coverage for claims, suits, or cross-suits by an insured against another insured.
- (f) NO limiting modification of the ISO standard "insured contract" exception to the contractual liability exclusion.
- (g) NO exclusion or limitation of coverage for injury to employees or independent contractors other than that contained in the standard coverage ISO form.
- (h) NO limiting modification to the ISO standard "occurrence" definition.
- (i) NO conditions on coverage based on any insured's compliance with risk transfer mechanisms through insurance, indemnity clauses, or otherwise.
- (j) NO form of exclusion of subcontracted work, and no deletion of or modification to the subcontractor exception to the "damage to your work" exclusion.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

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Limits

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§ 17.1.15 The limits of insurance stated above for each type of insurance are minimum limits only; in the event the Contractor's policy provides greater limits, then the additional insureds shall be entitled to, or to share in, the full limits of such policy, and this Agreement shall be deemed to require such full limits.

§ 17.1.16 Failure to comply with any of the insurance requirements will be deemed a material breach of the Contractor's obligations under this Contract. The Owner has the right to withhold payment to the Contractor until it complies with these insurance requirements. Without limitation of other remedies available to the Owner under the Contract, if the Contractor fails to purchase and maintain any insurance required under this Article 17, Owner may but shall not be obligated to, upon 3 days prior written notice to the Contractor, purchase such insurance on behalf of the Contractor and shall be entitled to be reimbursed by the Contractor upon demand.

§ 17.1.17 The Contractor, for itself and its insurers, hereby waives any and all rights of subrogation they might have against the Indemnitees now or in the future.

§ 17.1.18 Contractor shall cause each Subcontractor to procure insurance reasonably satisfactory to Owner and provide to Owner upon Owner's request reasonable evidence thereof, including: (i) workers compensation with full statutory limits for employer's liability as required by applicable laws; (ii) commercial general liability insurance including direct and contingent liability with minimum limits of \$1,000,000 per occurrence / \$2,000,000 aggregate for personal injury, death or property damage, which shall include coverage for Broad Form Hold Harmless Agreement; and (iii) automobile liability insurance with bodily injury limits of \$250,000 per person, \$500,000 per accident, and \$50,000 per accident for Property Damage. The liability coverage required of Subcontractors shall name Owner and Contractor as additional insureds. Certificates of insurance shall be delivered to Owner before construction of the improvements is started. The additional insured endorsement included in the Subcontractor's commercial general liability policy shall state that coverage is afforded the additional insureds with respect to claims arising out of or caused in whole or in part by operations performed by or on behalf of Contractor. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance.

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. Notwithstanding the foregoing, this coverage shall not extend to any of Contractor's, Subcontractor's or Sub-subcontractor's vehicles, mobile equipment, tools or items otherwise required to be covered by the Contractor's, Subcontractors' or Sub-subcontractor's property insurance and shall not respond or provide coverage for the loss of use of these items. The Contractor shall make its own arrangements for any insurance it may require on such vehicles, mobile equipment, tools and other items. Any such policy obtained by the Contractor under this Section 17.2.2.1 shall include a waiver of subrogation in accordance with the requirements of Section 17.2.2.7.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions unless such loss is caused by the Contractor or those for whom the Contractor is responsible.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a certificate of insurance for the property insurance policy required by this Section 17.2.2.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Owner; and (2) the Contract Time and Contract Sum shall be equitably adjusted. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Engineer and Engineer's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered and paid by property insurance required by this Agreement or other property insurance applicable to the Project and provided such property insurance permits a waiver of subrogation to be granted without additional cost to the insured, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Engineer, Engineer's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 Intentionally deleted.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner in good faith and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Engineer and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Engineer and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Intentionally deleted.

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder, which bonds shall be one hundred percent (100%) unconditional bonds issued by a surety satisfactory to the Owner, and otherwise shall comply with the following specific requirements:

.1 The Performance Bond shall name the Owner as obligee.

.2 Both bonds shall be executed by a responsible surety acceptable to the Owner and licensed in the State in which the Project is located, with a Best's rating of no less than A/XIII.

.3 Both bonds shall each be in amount equal to the Contract Sum.

.4 The attorney-in-fact who executes the bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney.

.5 Every bond under this Subsection must display the Surety Bond Number.

.6 A rider including the following provisions shall be attached to each bond (or, alternatively, each bond shall include the following language or substantially similar language acceptable to the Owner): (i) the surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of the Owner or of the Contractor to the other, shall not release the surety of its obligations hereunder, and notice to the surety of such matters is hereby waived; (ii) the surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Contractor shall automatically increase the obligation of the surety on the bond and notice to the surety is not required for such increased obligation; and (iii) the surety agrees that it is obligated under the bonds to any successor, grantee, or assignee of the obligees.

§ 17.3.2 The Contractor's payment bond shall comply with the requirements of Section 255.05, Florida Statutes. No Work shall commence on the Project until the Notice of Commencement and copy of the Payment Bond are recorded in the public records of the County where the Project is located and certified copies thereof are posted at the Project site.

§ 17.3.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Owner or the Engineer or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

§ 18.6 Nothing contained in this Article 18 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 18.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Successors and Assigns

§ 19.1.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. The Contractor may not transfer, sell or assign the Contract voluntarily or involuntarily (directly or indirectly, whether by operation of law or otherwise, including by merger, stock or asset sale or otherwise) without prior written consent of the Owner. If the Contractor attempts to make such an assignment without such consent, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

§ 19.1.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, or to an affiliate of the Owner, or to a transferee of all or substantially all of the Owner's interest in the Project, if the lender or the affiliate or the transferee, as the case may be, assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Owner and the Engineer timely notice of when and where tests and inspections are to be made so that the Owner and the Engineer may be present for such procedures.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 19.7 Contractor's Representations and Warranties

The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work: (i) that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the work and perform all obligations hereunder; (ii) that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder; (iii) that it and its Subcontractors are authorized to do business in the State in which the Project is located and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over them and over the Work and Project; (iv) that its execution of this Agreement and its performance thereof is within its duly authorized power; and (v) that its duly authorized representative has visited the site of the Project, familiarized itself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents. The foregoing warranties are in addition to, and not in lieu of, any and all liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

§ 19.8 Survival

All of the Contractor's representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

§ 19.9 No Waiver; Amendment

The failure of a party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

§ 19.10 Counterparts

This Agreement may be executed in counterparts, and a complete set of such executed counterparts shall constitute the same Agreement, and the signature of any party to any counterpart shall be deemed as signature to, and may be appended to, another counterpart. For purposes of executing this Agreement, a document signed and transmitted by facsimile or by emailed PDF scan shall be treated as an original document. The signature of any party on a faxed or emailed PDF scanned version of this Agreement shall be considered as an original signature and the document transmitted shall be considered to have the same binding legal effect as if it were originally signed. At the request of either party, any facsimile or PDF scanned document shall be re-executed by both parties in original form. No party to this Agreement may raise the use of facsimile, emailed PDF scan or the fact that any signature was transmitted by facsimile or email as a defense to the enforcement of this Agreement or any amendment executed in compliance with this Section.

§ 19.11 Interpretation

In the Contract Documents, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders. Unless the context of the Contract Documents otherwise clearly requires, references to the plural include the singular; the term "including" is not limiting and whenever the word "including", "include", or "includes" is used in this Agreement it shall be deemed to be followed by the words "without limitation"; and the terms "hereof," "herein", "hereunder" and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision of the Contract Documents unless stated otherwise. Each party, together with their respective legal counsel, has contributed substantially to the preparation of this Agreement, and, as such, this Agreement shall not be interpreted more favorably against one party than the other solely upon the basis of which party actually drafted this Agreement. Headings are for convenience only and shall not be used for interpretation of the language in the Contract Documents.

§ 19.12 No Oral Modification

Notwithstanding anything in the Contract Documents to the contrary, for any decision, approval or consent of the Owner to be binding against the Owner it must be in writing and for any Modification that changes the Contract Sum or Contract Time to be valid it must be signed by either the Owner's Designated Representative.

§ 19.13 Lender

The Owner may elect to finance the Work with a loan from one or more lenders. The Contractor shall execute and deliver to the Owner documents as may be reasonably required by such lenders or their agents provided such documents do not materially alter the Owner's rights and obligations under this Agreement. The Contractor agrees to use its best efforts to comply with the requirements of the Owner's lenders that bear upon the performance of the Contractor's services. The Contractor shall also:

.1 Consent to and execute all documents reasonably requested by the Owner in connection with the assignment of this Agreement and any other Contract Documents to its lenders for collateral purposes. Such assignment shall provide that the Contractor agrees that notwithstanding a default by the Owner under the provisions of this Agreement that would give the Contractor the right to terminate this Agreement, the Contractor will continue to perform its obligations hereunder (on the same terms and conditions as are set forth herein) for and on account of such lenders; and

.2 Promptly furnish the Owner with information, documents, and materials that the Owner may reasonably request from time to time in order to comply with the requirements of its lenders.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Engineer fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Engineer, terminate the Contract and recover from the Owner, as the Contractor's sole remedy, payment for Work executed, including reasonable overhead and profit, and reasonable direct costs actually incurred by the Contractor by reason of such termination.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 is adjudged a bankrupt, files for bankruptcy protection, or makes a general assignment for the benefit of its creditors, if a receiver is appointed on account of insolvency, or in the event of other evidence of the Contractor's insolvency;
- .5 fails to prosecute the Work to completion in a diligent and timely manner and in accordance with the provisions of the Contract Documents;
- .6 fails or refuses to provide insurance or proof of insurance as required by the Contract Documents;
- .7 otherwise is guilty of a material or substantial breach of a provision of the Contract Documents; or
- .8 is guilty of a material substantial breach of a provision of any other agreement between the Owner and the Contractor.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner with interest thereon at the rate at the legal rate prevailing from time to time at the place where the Project is located. This obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor, as the Contractor's sole remedy, for Work executed; and reasonable, actual, out-of-pocket costs incurred by reason of such termination.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Intentionally deleted.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by the Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Owner and the Engineer within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Denial in whole or part of a COR submitted in accordance with Section 13.5 shall be deemed the occurrence of the event giving rise to a Claim for any adjustment of the Contract Sum or Contract Time sought in the COR but denied in whole or in part. For the

avoidance of doubt, the Contractor shall be deemed to waive any Claims for adjustment of the Contract Sum or Contract Time: (a) which the Contractor sought via COR that was denied and as to which the Contractor did not submit a Claim within twenty-one (21) days thereafter; (b) which the Contractor failed to timely and properly request as provided in Section 13.5; and (c) based on changes in the Work or other events or circumstances for which a Change Order was previously executed.

§ 21.2.2 Claims by the Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Owner.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. Additionally and notwithstanding anything to the contrary herein, the parties expressly acknowledge and agree that this waiver of claims for consequential damages does not apply to any damages, liabilities, costs or expenses proximately caused by either party's fraud, gross negligence or willful misconduct or that are covered by insurance, or to third-party claims for which the Contractor has an indemnification obligation under the Contract.

This Agreement entered into as of the day and year first written above. Each of the individuals executing this Agreement represent and warrant that he has been duly authorized by the respective party on whose behalf he is executing this Agreement to execute this Agreement on such party's behalf and that once executed by him, this Agreement shall be valid and binding upon such party.

By:

(Signature)

(Printed name and title)

« »«»

By:

(Signature)

(Printed name and title)

Exhibit A
NOT USED

Exhibit B

Drawings and Specifications

THIS INDEX OF DRAWINGS AND SPECIFICATIONS IS PROVIDED FOR EXPEDIENCY. HOWEVER, THE ACTUAL DRAWINGS AND SPECIFICATIONS LISTED IN THIS INDEX, WHICH THE CONTRACTOR ACKNOWLEDGES HAVING BEEN PROVIDED, ARE THE "DRAWINGS" AND THE "SPECIFICATIONS" INCORPORATED INTO THE AGREEMENT BY REFERENCE.

Exhibit C
Initial Schedule of Values

Exhibit D

Basin V Drainage Map

THIS DRAWING IS PROVIDED FOR EXPEDIENCY. HOWEVER, THE ACTUAL DRAWING LISTED IN THIS INDEX, WHICH THE CONTRACTOR ACKNOWLEDGES HAVING BEEN PROVIDED, IS "SECTION V" OF THE PROJECT MANUAL INCORPORATED INTO THE AGREEMENT BY REFERENCE.

Exhibit D1

Form of Waiver and Release of Lien Upon Progress Payment

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through _____ (*insert date*) to _____ (*insert name of Lienor's customer*) on the job of _____ ("Owner") to the Owner's following property:

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

By: _____
Printed Name: _____
Title: _____
Lienor's Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2020, by _____. He/she is () personally known to me or () has produced _____ as identification.

(NOTARY SEAL) _____ Notary Public, State of Florida
X _____

Exhibit D2

Form of Waiver of Lien (Final)

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to _____ (insert name of Lienor's customer) on the job of _____ ("Owner") to the Owner's following property:

(the "Project"). The undersigned further agrees that it will not perform any further work on the Project, through itself or through persons working under the undersigned, save and except corrective and warranty work for which payment has been made, and will indemnify Owner for any sums claimed to be due or owing on the Project by the undersigned, or any persons working under the undersigned. The undersigned will cause to be released or bonded any liens filed hereafter, including any lien filed by the undersigned, and will indemnify Owner from any such liens.

The undersigned makes this sworn statement based on personal knowledge, and with the understanding that Owner is relying on this representation in order to make final payment to the undersigned lienor for this Project.

By: _____
Printed Name: _____
Title: _____
Lienor's Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2020, by _____ He/she is () personally known to me or () has produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of Florida

X _____

Drawing Index

CIVIL

- C-1 COVER SHEET
- C-2 BULKHEAD REPAIR PLAN AND SEQUENCING AND SCHEDULE NOTES
- C-3 DETAILS AND GENERAL AND CONSTRUCTION NOTES

VIERA EAST CDD STORMWATER POND BULKHEAD IMPROVEMENTS

Brevard County, Florida

September 14, 2020
Conformed Plans

Owner

VIERA EAST COMMUNITY DEVELOPMENT DISTRICT

Engineer

DEWBERRY ENGINEERS, INC.
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FL 32804
PHONE: 407.354.9956
CONTACT: REINARDO MALAVE, P.E.



SITE LOCATION

NTS

Prepared for:
VIERA EAST CDD



Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32804
PHONE: 407.354.9956
WWW.DEWBERRY.COM

VIERA EAST CDD
STORMWATER POND
BULKHEAD IMPROVEMENTS
BREVARD COUNTY, FL

SCALE
NORTH

KEY PLAN

SCALE NORTH

NO.	DATE	BY	DESCRIPTION
1	09/14/2020	RM	REVISIONS
2			
3			
4			
5			
6			
7			
8			
9			
10			

COVER SHEET

PROJECT NO. 30120031

C-1

SHEET NO.



CONSTRUCTION SEQUENCE AND SCHEDULE

(1) CONTRACTOR MUST ATTEND THE MANDATORY PRE-BID MEETING ON THE DATE SPECIFIED ON THE BID ADVERTISEMENT.

(2) WORK HOURS ARE TO BE WITHIN 7AM - 5PM, MONDAY THROUGH SATURDAY.

(3) ONLY ONE SITE MAY BE DISTURBED AT A TIME.

(4) CONTRACTOR TO COORDINATE AND ATTEND A PRECONSTRUCTION CONFERENCE WITH THE OWNER AND THE ENGINEER.

(5) A CONSTRUCTION SEQUENCING PLAN IS TO BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AND THE OWNER AT THE PRECONSTRUCTION CONFERENCE.



NOTES:
1. SEE SHEET C-3 FOR BULKHEAD DETAILS AND SPECIFICATIONS.
2. LINEAR FOOTAGES ARE APPROXIMATE AND CONTRACTOR IS TO VERIFY MEASUREMENTS IN THE FIELD.



Dewberry Engineers Inc.
200 SOUTH WILLOW AVE
SUITE 100
VIERA, FL 32984-1000
PHONE: 888.415.1232
FAX: 888.415.1232

**VIERA EAST CDD
STORMWATER POND
BULKHEAD IMPROVEMENTS
BREVARD COUNTY, FL**

SEAL

Professional Engineer
No. 12000000
FL 12000000

KEY PLAN

SCALE

NORTH

N.T.S.



NO.	DATE	BY	DESCRIPTION
1	06/14/2020	MB	DESIGN
2	06/14/2020	RM	APPROVED
3	06/14/2020	EA	CHECKED

TITLE
**BULKHEAD REPAIR
PLAN
AND SEQUENCING AND
SCHEDULE NOTES**

PROJECT NO. 00-28101

C-2

SHEET NO.

DEAL

Public Health Service
U.S. DEPARTMENT OF HEALTH
- EDUCATION -

FIRST PLANE

SCALE NORTH

NO.	DATE	BY	DESCRIPTION
REVISIONS			
DRAWN BY		MM	
APPROVED BY		SM	
CHECKED BY		PA	
DATE	06/23/2020		

TITLE

**DETAILS AND
GENERAL AND
CONSTRUCTION
NOTES**

PROJECT NO. 524291.21

C-3

SHEET NO.



- | SITE NUMBER | APPROXIMATE
CURRENT WALL
LENGTH (FT) * | APPROXIMATE WALL
EXTENSION (FT) | NORMAL WATER
LEVEL - NAVD88
(FT) | TOP OF BANK -
NAVD88 (FT) |
|-------------|--|------------------------------------|--|------------------------------|
| 1 | 130 | 50 | 23.7 | 28.5 |
| 2 | 170 | 50 | 24.0 | 29.5 |
| 3 | 160 | 50 | 24.8 | 29.5 |
| 4 | 360 | 50 | 24.6 | 30.5 |
| 5 | 170 | 50 | 24.0 | 29.0 |

*LENGTH VALUES ARE APPROXIMATE AND SHALL BE VERIFIED BY CONTRACTOR PRIOR TO SUBMITTING PRO

SECTION VI



Work Authorization Number 2021-1

September 14, 2020

Mr. Jason Showe
Viera East Community Development District
135 West Central Boulevard
Suite 320
Orlando, Florida 32801

Subject: **Work Authorization Number 2021-1**
Viera East Community Development District
Golf Course Renovations
Engineering and Construction Services

Dear Chairman, Board of Supervisors:

Dewberry Engineers Inc. ("Dewberry"), is pleased to submit this Work Authorization to provide professional consulting engineering services for the Viera East Community Development District (CDD). We will provide these services pursuant to our current agreement ("District Engineering Agreement") as follows:

It is our understanding the CDD is seeking to combine three projects for the golf course into one (1) bid package to be contracted under a single construction contract. The three (3) projects consist of the two-wire irrigation system, the bunker renovation, and the reconstruction of golf course green number 7. The irrigation system design, specifications, bid documents, and construction administration will be performed by Aqua Turf International Inc. (ATI) as a direct consultant to the CDD. This Work Authorization is based on your request.

I. Data Collection

We will meet with the Viera East Golf Course Manager to gather data necessary for the design and renovations required for the golf course bunkers and the reconstruction of green number 7. Additionally, we will gather documents and data produced by ATI to incorporate into the project files. Files produced by ATI include the irrigation system material and installation specifications, irrigation materials list, irrigation design documents, and Request for Proposals for the irrigation system materials and the irrigation system installation.

Our fee for this task will be based on time and materials, in accordance with the District Engineering Agreement. We estimate a budget of \$8,000, plus other direct costs.

II. Design Documents

We will produce design drawings for the construction of the golf course bunkers with a capillary bunker liner and the reconstruction of golf course green number 7 using USGA green construction guidelines. We will produce 60%, 90%, and 100% drawings and will hold a design review meeting with the project team at the 60% and 90% submittal to the CDD. With the 90% submittal, we will assemble a project manual to include necessary sections and information for the advertising, bidding, and contracting of the project.

Our fee for this task will be based on time and materials, in accordance with the District Engineering Agreement. We estimate a budget of \$17,500, plus other direct costs.

III. Permit Application Preparation

We will prepare, assemble, and submit application packages for the permits listed below. These packages will include application forms, narratives, drainage calculations, plans, exhibits and other supporting documentation. We will coordinate with you to obtain documentation required as part of these permit applications, particularly, ownership documentation, Homeowner Association Documents and other such information. This task does not include the preparation of the Final Engineering Plans, drainage calculations or environmental considerations. Production of that information is addressed in separate tasks.

- South Florida Water Management District (SFWMD)
- Brevard County

Please be aware that this project will require compliance under the National Pollutant Discharge Elimination System (NPDES) program as administered by the Florida Department of Environmental Protection (FDEP). This task does not include the preparation of a Stormwater Pollution Prevention Plan (SWPPP) or filing a Notice of Intent (NOI) for site coverage under the NPDES program.

All application and permitting fees for the various agencies are the responsibility of the Owner and have not been accounted for in this proposal.

Our fee for this task will be a fixed fee of \$2,500, plus other direct costs.

IV. Permit Application Processing

We will assist you in processing the permit applications through the regulatory agencies named above. We will coordinate with the agencies to expedite receipt of agency comments. We will provide additional technical information and supporting documentation to facilitate the processing of the permit applications. We will keep you informed of the application status, comments from the agencies and the proposed responses. This fee is based on two (2) responses to comments.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a budget of \$3,500, plus other direct costs.

V. Bid Services

We will update the project manual to reflect the advertising schedule and related details. We will attend up to two (2) meetings (pre-bid and bid opening) with the project team. We will receive the questions during the bid, prepare a written response to those questions in consultation with the CDD Manager, and issue up to two (2) addendums. We will tabulate the bids for the project, review the bid packages from each bidder, and contact references for the apparent low bidder. We will summarize the findings of the bid evaluation and make a recommendation of award/reject in writing to the CDD Manager.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a budget of \$12,500, plus other direct costs.

VI. Construction Administration Services

We will attend a pre-construction meeting with the project team, review up to three (3) material submittals, three (3) Requests for Information, conduct up to three (3) construction site visits,

facilitate and attend up to six (6) construction progress meetings, conduct a final walkthrough, and document a punch list. After final completion is achieved, we will coordinate closeout documents with the contractor and produce necessary documents required for final certification. This task is not intended to include exhaustive construction inspections, but to provide a Final Agency Certification only. We have estimated the required inspections based on a construction schedule of six (6) months.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a budget of \$24,000, plus other direct costs.

VII. Consultant Coordination/Project Meetings

We will meet with the Client as necessary to keep the Client informed of the current project status and review engineering or other items. We will also attend local meetings throughout this design phase to coordinate the engineering planning aspects of the project with the other team consultants. This will also be used for miscellaneous requests that are not covered in previous tasks.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a budget of \$4,500, plus other direct costs.

VIII. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include any of the application fees for the various agencies, which are the owner's responsibility and have not been accounted for in this proposal. We recommend that a budget for these costs be established in an amount estimated to be \$1,700.

IX. Additional Services

Any Additional Services requested that are not a part of this proposal will be invoiced either on a time and materials basis, in accordance with the District Engineering Agreement, or on a mutually agreed upon fee. Authorization under this task must be in writing.

This Work Authorization, together with the **District Engineering Agreement**, represents the entire understanding between the Viera East Community Development District and Dewberry with regard to the referenced project. If you wish to accept this Work Authorization, please sign where indicated and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Dewberry. We look forward to helping you create a quality project.

Sincerely,



Reinardo Malave, P.E.
Associate Vice President

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Viera East
Community Development District

September 14, 2020
Date

Date

SECTION VII

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% - 12% of gross sales, not including sales tax, for the Lease Term Years One, Two, and Three (October 1, 2020 - September 30, 2023). Base rent will be 10% if monthly gross sales are less than \$41,666 per month, sales tax not included. Base Rent will be 11% if monthly gross sales exceed \$41,667 per month, sales tax not included. Base rent will be 12% if monthly sales exceed \$62,500 per month, sales tax not included. Extensions for Years Four and Five of this Lease will require Tenant to pay same base

rent 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 also pay \$355.00 per month for the use of the Beverage Cart leased by the VECDD Clubhouse. Tenant also 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%) to twelve (12%) 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 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). Should Tenant wish to share cost or be reimbursed by Landlord for improvements over \$2,500, Tenant must present these to the Landlord and approvals for this will need to be made by the Viera East CDD Board of Supervisors, on a case by case basis.

1.9 Utilities. Tenant shall pay for utilities (gas, cable, phone) provided to the Premises. 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-Central Florida
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

and: Brian Jones, District Counsel
Shutts & Bowen 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 any Food and Beverage inventory from Landlord as provided in writing on September 30, 2020, if any. 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 10th day of each month.

5.2 Base Rent. Tenant shall pay monthly rent of 10% to 12% 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 10% - 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 (20th) 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 (20th) 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. ATTORNMEN

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 _____, 2020.

LANDLORD:

VIERA EAST COMMUNITY
DEVELOPMENT DISTRICT,
a Florida community development district

ATTEST:

By: _____

By: _____

Print: _____
Secretary/Asst. Secretary

Print: _____
Chairman/Vice-Chairman

WITNESSES:

TENANT:

X _____

Divotts Grille, LLC
a Florida limited liability company

Print: _____

By: _____

X _____

Print: _____

Print: _____

Title: _____

EXHIBIT A

SITE PLAN OF THE PREMISES

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

DRAFT

EXHIBIT B

RULES AND POLICIES OF THE LANDLORD

DRAFT

EXHIBIT C

LANDLORD'S INVENTORY

DRAFT

EXHIBIT D

FORM OF INCOME STATEMENT

[See attached.]

DRAFT

SECTION VIII

**Arbitrage Rebate Computation
Proposal For
Viera East
Community Development District
(Brevard County, Florida)
\$7,685,000 Special Revenue Assessment Bonds
Series 2020**





AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amfecorp.com

August 19, 2020

Viera East Community Development District
c/o Ms. Hannah Smith
Governmental Management Services
1001 Bradford Way
Kingston, TN 37763

Re: \$7,685,000 Viera East Community Development District, (Brevard County, Florida),
Special Revenue Assessment Bonds, Series 2020

Dear Ms. Smith:

AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Viera East Community Development District (the "District") Series 2020 bond issue (the "Bonds"). We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

Firm History

AMTEC was incorporated in 1990 and maintains a prominent client base of colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 6,400 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

Southeast Client Base

We provide arbitrage rebate services to over 350 bond issues aggregating more than \$9.1 billion of tax-exempt debt in the southeastern United States. We have recently performed computations for the Magnolia West, East Park, Palm Coast Park, and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to the Town of Palm Beach and Broward County in Florida. Nationally, we are rebate consultants for the City of Tulsa (OK), the City of Lubbock (TX) and the States of Connecticut, New Jersey, Montana, Mississippi, West Virginia and Alaska.

We have prepared a Proposal for the computation of arbitrage for the District's Bonds. We have established a "bond year end" of July 16th, based upon the anniversary of the closing date of the Bonds last month.

Proposal

We are proposing rebate computation services based on the following:

- \$7,685,000 Series 2020 Bonds;
- Fixed Rate Debt; and
- Project, Reserve, Cost of Issuance, Capitalized Interest and Debt Service Accounts.

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Series 2020 Bonds is \$450 per year and will encompass all activity from July 16, 2020, the date of the closing, through July 16, 2025, the end of the 5th Bond Year and initial Computation Date. The fee is based upon the size as well as the complexity. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

AMTEC's Professional Fee – \$7,685,000 Series 2020 Bonds

Report Date	Type of Report	Period Covered	Fee
June 30, 2021	Rebate and Opinion	Closing – June 30, 2021	\$ 450
June 30, 2022	Rebate and Opinion	Closing – June 30, 2022	450
June 30, 2023	Rebate and Opinion	Closing – June 30, 2023	450
June 30, 2024	Rebate and Opinion	Closing – June 30, 2024	450
July 16, 2025	Rebate and Opinion	Closing – July 16, 2025	450

In order to begin, we are requesting copies of the following documentation:

1. Arbitrage Certificate or Tax Regulatory Agreement.
2. IRS Form 8038-G.
3. Closing Memorandum.
4. US Bank statements for all accounts from July 16, 2020, the date of the closing, through each report date.

AMTEC's Scope of Services

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through required reporting date of the Bonds;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;

- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;
- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled.

AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on _____, 2020.

Viera East
Community Development District

Consultant: American Municipal Tax-Exempt
Compliance Corporation



By: Viera East
Community Development District

By: Michael J. Scarfo
Senior Vice President

SECTION IX



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

August 19, 2020

Jason Showe, District Manager
Governmental Management Services, LLC
135 W Central Blvd, Suite 320
Orlando, FL 32801

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Viera East Community Development District, which comprise governmental activities and each major fund for the General Fund as of and for the year ended September 30, 2020 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2020 and thereafter for one annual renewal if mutually agreed by Viera East Community Development District and Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

Fort Pierce / Stuart



Viera East Community Development District
August 19, 2020
Page 2

In making our risk assessments, we consider internal control relevant to Viera East Community Development District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

The funds that you have told us are maintained by Viera East Community Development District and that are to be included as part of our audit are listed below:

1. General Fund
2. Debt Service Fund



Viera East Community Development District
August 19, 2020
Page 3

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentations of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
4. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit, we will request certain written confirmation concerning representations made to us in connection with the audit including, among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.



Viera East Community Development District

August 19, 2020

Page 4

Management is responsible for identifying and ensuring that Viera East Community Development District complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Viera East Community Development District agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, Viera East Community Development District agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Because Berger, Toombs, Elam, Gaines & Frank will rely on Viera East Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Viera East Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Viera East Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Records and Assistance

If circumstances arise relating to the condition of the Viera East Community Development District's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issuing a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Viera East Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.



Viera East Community Development District
August 19, 2020
Page 5

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Hanna Smith. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2020 will not exceed \$7,250 unless the scope of the engagement is changed, the assistance which Viera East Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment. The two annual renewals must be mutually agreed and approved by the Board of Supervisors.

In the event we are requested or authorized by Viera East Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Viera East Community Development District, Viera East Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Viera East Community Development District
August 19, 2020
Page 6

Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Viera East Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Viera East Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Viera East Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of Viera East Community Development District's financial statements. Our report will be addressed to the Board of Viera East Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on Viera East Community Development District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements;
- Management letter required by the Auditor General, State of Florida; and
- Attestation reports required by the Auditor General, State of Florida.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Viera East Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants FL

Viera East Community Development District
August 19, 2020
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:



Judson B. Baggett 6815 Dairy Road
MBA, CPA, CVA, Partner Zephyrhills, FL 33542
Marci Reutimann (813) 788-2155
CPA, Partner (813) 782-8606

Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

Baggett, Reutimann & Associates, CPAs PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
Signed Electronically by Baggett, Reutimann & Associates, CPAs PA. E-mail: judson@baggett.com

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND VIERA EAST COMMUNITY
DEVELOPMENT DISTRICT
(DATED AUGUST 19, 2020)**

Public Records. Auditor 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:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. 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
- c. 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 Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor 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.

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

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

**GMS, LLC
135 W CENTRAL BLVD, SUITE 320
ORLANDO, FL 32801
TELEPHONE: 407-841-5524
EMAIL: JSHOWE@GMSNF.COM**

Auditor: J.W. Gaines

By: _____

Title: Director

Date: August 19, 2020

District: Viera East CDD

By: _____

Title: _____

Date: _____

SECTION X

Viera East CDD
Series 2020 Acquisition and Construction
Requisition Summary

Date	Req #	Payee	Description	Amount
9/16/20	4	Viera East CDD	Reimbursement for purchase of Caterpillar equipment	\$ 80,767.73
9/16/20	5	Dewberry Engineering	Engineering Services	\$ 15,905.00
9/16/20	6	Landirr	Purchase of Sod; grass work	\$ 7,862.40
9/16/20	7	Wesco Turf Inc	Equipment- Spin Grinder	\$ 44,017.00
9/16/20	8	Precision	Lift Equipment	\$ 6,771.00
9/16/20	9	Wesco Turf Inc	Equipment- Greens Top Dresser & Material Handler	\$ 40,414.97
9/16/20	10	Raymond Cuzzone Beard Equipment Company	Equipment- John Deere Spray Rig	\$ 36,052.27
9/16/20	11	Landirr	Stormwater Pond Bulkhead	\$ 98,595.16
TOTAL REQUISITIONS TO BE APPROVED				\$ 330,385.53

VECDD - Series 2020
Construction Fund

Project Fund	Estimated Original Costs	Changes	Projected Revised Costs	Approved Costs	Remaining	Spent	Status/Estimation
Irrigation System	\$2,080,000		\$2,080,000		\$2,080,000	\$0	
Bunker Renovation & Liners	\$1,090,000		\$1,090,000		\$1,090,000	\$0	
							Contractor Selected - Looking to Start Oct 20, Req #5 for Engineering, Req #11 for
Bulkheads	\$375,000	\$341,922	\$716,922	\$716,922	\$0	\$0	\$98,595.16
Tee Box Renovation	\$150,000		\$150,000		\$150,000	\$0	
Cart Path Extensions	\$175,000		\$175,000		\$175,000	\$0	
Regrass Fairways and Slopes	\$125,000		\$125,000	\$7,862	\$117,138	\$0	Hole #2 Approved - \$7,862.40 - Req 6
Maintenance Building Repairs	\$40,000		\$40,000		\$40,000	\$0	
Driving Range Tee	\$20,000		\$20,000		\$20,000	\$0	
Golf Course Lake - Banks	\$150,000		\$150,000		\$150,000	\$0	
#7 Green	\$65,000		\$65,000		\$65,000	\$0	
Pump Station Filter	\$35,000		\$35,000		\$35,000	\$0	
Culvert Repair #7 - Butterfly Valve	\$37,500		\$37,500		\$37,500	\$0	
Clubhouse	\$580,000	-\$341,922	\$238,078		\$238,078	\$0	
Woodside Park Restrooms	\$25,000		\$25,000		\$25,000	\$0	
Dog Park	\$55,000		\$55,000		\$55,000	\$0	
Woodside Park Playground	\$45,000		\$45,000		\$45,000	\$0	
Sidewalk Repair	\$75,000		\$75,000		\$75,000	\$0	
Pavillion	\$95,000		\$95,000		\$95,000	\$0	
Maintenance Equipment	\$337,000		\$337,000	\$208,023	\$128,977	\$0	Req 4, 7-10
Lost Revenue	\$287,395		\$287,395		\$287,395	\$0	
Contingency	\$180,690		\$180,690		\$180,690	\$0	
	<u>\$6,022,585</u>		<u>\$6,022,585</u>	<u>\$932,807</u>	<u>\$5,089,778</u>	<u>\$0</u>	

REQUISITION NO. 4

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 4
- (B) Name of Payee: Viera East CDD
- (C) Address of Payee: 219 E. Livingston Street, Orlando, FL 32801
- (D) Amount Payable: \$80,767.73

The Undersigned hereby certifies that this requisition is for Equipment payable from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY
DEVELOPMENT
DISTRICT**

By: _____
Authorized Officer

REQUISITION NO. 4

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series
2020**

CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

Title: _____



Ring Power Corporation
416 Community College Pkwy S E
Palm Bay, FL 32909
(321) 952-3001

Sign up for On-line Invoice Access:
www.ringpower.com/web-invoice

RING POWER CORPORATION 500 WORLD COMMERCE PKWY, ST AUGUSTINE, FL 32092, (904) 737-7730

INVOICE

S VIERA EAST GOLF CLUB
O L VIERA EAST COAST DEVEL DIST
D 2300 CLUBHOUSE DR
T VIERA FL
O

32955

S 5250 MURRELL RD.
H 1 ROCKLEDGE FL
P
T SALESMAN: JERRY COLSTON
O

INVOICE NUMBER	INVOICE DATE	SHIP VIA	DATE SHIPPED	CUSTOMER'S P.O.#	ACCOUNT NUMBER	PAGE
Z0884401	08-28-20	RPC TRANSPORT	08-28-20	VERBAL SCOTT	772790	1
QUANTITY	I.D.# & SERIAL#	DESCRIPTION			AMOUNT	

** PROFORMA INVOICE **

TAX EXEMPTION LICENSE 858013567869C4

1.0	TERMS: COD CATERPILLAR ID NO: H6604214	MODEL 906M SERIAL NO: H6604214	80767.73
1.0	906M WHEEL LOADER S3B CERT, ROADING RH DRIVE, DIP LIGHTS, 55KW, C3.3B, T4F, HRC ENGINE, TRANS 12 MPH DIFF LOCK E/H, STANDARD SOUND SUPPRESSION, DRAIN, ECO, VALVE, STANDARD AIR INTAKE, COOLING, ON DEMAND FAN, CPLR, VERT, STD FLOW, E/H, TANDEM VALVE JOYSTICK, LOAD FEATURE PACKAGE, BUCKET-GP, 1.2 YD3, SSL, BOCE 60 MONTH/3000 HOUR PREMIER WARRANTY		
1.0	***** CATERPILLAR ID NO: CRS003913		
1.0	MODEL 906/908FKS SERIAL NO: CRS003913 CATERPILLAR 906/908 CARRIAGE & FORKS CATERPILLAR ID NO: GR30040		
1.0	MODEL SSGRPRK84 SERIAL NO: A4206GR30040 CATERPILLAR SSL 84" INDUSTRIAL GRAPPLE RAKE *****KG THANK YOU FOR YOUR BUSINESS!.....		

A SERVICE CHARGE OF 1 1/2 % PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS.

Title to the equipment listed hereon shall not pass to the purchaser until the purchase price (including all taxes) has been paid, but such title remain vested in the seller until all sums due or to become due from the purchaser to the seller thereon, whether evidenced by note, book account, judgment, or otherwise, shall have been fully paid, at which time ownership shall pass to the purchaser. Purchaser shall assume all liability of damage or destruction to same. At any time after any payment thereon becomes overdue seller may avail himself of any legal remedy including the right to repossess the equipment without notice.

Remit to:
Ring Power Corporation
PO Box 935004
Atlanta, GA 31193-5004

PAY THIS AMOUNT
80767.73

TERMS ARE CASH UNLESS CREDIT IS APPROVED. With CREDIT APPROVAL terms are as follows: Parts and Service invoices are due net 30 days from the date of the invoice. Rental/Lease invoices are due upon receipt. Sales invoices are due net 10 days from the date of invoice. Past due balances shall be assessed a service charge or interest at the highest rate allowed by law until payment is made. The past due balance represents all charges remaining unpaid on the closing date of the month following invoice date. In the event of default in the payment of any amount due, the purchaser agrees to pay finance charges and the cost of collection. Acceptance by customer of the parts, service or equipment listed above is the customer's agreement to be bound by the credit and collection terms set forth above, the terms of the Application for Credit and if applicable the terms of the Guaranty of Payment.

Filename=EMI760010 - Formtype=MIRR

ORIGINAL

AP120W-2 ACCOUNTS PAYABLE CHECK REGISTER AS OF 10/30/2020 PAGE 1
042 VIERA EAST-SBA FUND RUN DATE 8/31/2020 9.22.31
BANK C: CAPITAL RESERVES

<u>VEND#</u>	<u>VENDOR NAME</u>	<u>CHECK NO.</u>	<u>CHECK DATE</u>	<u>CHECK AMOUNT</u>
00020	RING POWER CORP.	000080	8/31/2020	80,767.73
				80,767.73
	VIERA EAST-SBA FUND			80,767.73

VIER --VIERA EAST-- HSMITH

REQUISITION NO. 5

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 5
- (B) Name of Payee: Dewberry Engineering, Inc
- (C) Address of Payee: P.O Box 821824, Philadelphia, PA 19182-1824
- (D) Amount Payable: \$15,905

The Undersigned hereby certifies that this requisition is for professional services payable from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY
DEVELOPMENT
DISTRICT**

By: _____
Authorized Officer

REQUISITION NO. 5

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series
2020**

CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

Title: _____

INVOICE



Dewberry

Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: 13-0746510

Bill To: VIERA EAST CDD
C/O GOVERNMENTAL MANAGEMENT SERVICES
135 WEST CENTRAL BOULEVARD, STE 320
ORLANDO FL 32801

Invoice #: 1828858
Invoice Date: 5/14/2020
Due Date: 6/13/2020
Client #: 628087
Contract #: 50125131
Batch #: 2952509

Work Performed Thru Period Ending 4/24/2020

Job: 50125131 Viera East CDD SW Pond Bulkhea

TIME & MATERIAL BILLING

Task ID

Task Description

T002

CONTRACT DOCUMENTS FOR BIDDING

CURRENT PERIOD BILLING

Description	Prev Amount Billed	\$	975.00	Hours	Rate	Amount
ENGINEER I				11.00	110.000	\$ 1,210.00
ENGINEER IV				4.50	150.000	\$ 675.00
TOTAL HOURLY LABOR				15.50		\$ 1,885.00
TOTAL FOR T002						\$ 1,885.00

TOTAL FOR JOB: 50125131 \$ 1,885.00

TOTAL INVOICE AMOUNT DUE \$ 1,885.00
BY 6/13/2020

Please Reference Invoice Number with Payment

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.

50125131

Viera East CDD SW Pond Bulkhea

start_date	end_date	emp_id	fullname	cost_code	description	SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
4/4/2020	4/10/2020	957610	ARMANS, PETER N.	T0020000	Design communication/coordination	0	0	0	0.5	0	0	0	0.5
4/11/2020	4/17/2020	957610	ARMANS, PETER N.	T0020000	SJRWMD Coordination/ Wall, Design/specs	0	0	0	0.5	1.5	0	0.5	2.5
4/11/2020	4/17/2020	668458	BANFIELD, MOLLY J.	T0020000	Contract Documents for Bidding - Construction details and drawings	0	0	0	0	1.5	0	6	7.5
4/18/2020	4/24/2020	957610	ARMANS, PETER N.	T0020000	SJRWMD Coordination/ Wall, Design/specs	0	0	1.5	0	0	0	0	1.5
4/18/2020	4/24/2020	668458	BANFIELD, MOLLY J.	T0020000	Contract Documents for Bidding - Construction details and drawings	0	0	3.5	0	0	0	0	3.5

INVOICE



Dewberry

Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: 13-0746510

Bill To: VIERA EAST CDD
C/O GOVERNMENTAL MANAGEMENT SERVICES
135 WEST CENTRAL BOULEVARD, STE 320
ORLANDO FL 32801

Invoice #: 1840928
Invoice Date: 8/17/2020
Due Date: 7/17/2020
Client #: 628087
Contract #: 50125131
Batch #: 2960943

Work Performed Thru Period Ending 5/29/2020

Job: 50125131 Viera East CDD SW Pond Bulkhea

TIME & MATERIAL BILLING

Task ID

Task Description

T002

CONTRACT DOCUMENTS FOR BIDDING

CURRENT PERIOD BILLING

Description	Prev Amount Billed	\$	2,860.00	Hours	Rate	Amount
ENGINEER I				5.00	110.000	\$ 550.00
ENGINEER IV				31.00	150.000	\$ 4,650.00
ENGINEER VII				1.00	210.000	\$ 210.00
ENGINEER IX				10.00	240.000	\$ 2,400.00
TOTAL HOURLY LABOR				47.00		\$ 7,810.00
TOTAL FOR T002						\$ 7,810.00

TOTAL FOR JOB: 50125131 \$ 7,810.00

TOTAL INVOICE AMOUNT DUE \$ 7,810.00
BY 7/17/2020

Please Reference Invoice Number with Payment

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.



S0125131

Viera East CDD SW Pond Bulkhea

start_date	end_date	emp_id	fullname	cost_code	description	SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
4/25/2020	5/1/2020	1: 957610	ARMANS, PETER N.	T0020000	SJRWMD Coordination/ Wall, Design/specs	0	0	0	1	0.5	3	4	8.5
4/25/2020	5/1/2020	1: 668458	BANFIELD, MOLLY J.	T0020000	Contract Documents for Bidding - Construction details and drawings	0	0	0	0	0	1	2.5	3.5
4/25/2020	5/1/2020	1: 220424	LEE, CLAYTON J.	T0020000	Contract Documents for Bidding: Bulkhead wall scope	0	0	0	0	0	1	0	1
5/2/2020	5/8/2020	1: 957610	ARMANS, PETER N.	T0020000	SJRWMD Coordination/ Wall, Design/specs	0	0	0	0.5	0.5	3.5	5	9.5
5/2/2020	5/8/2020	1: 220389	MALAVE DAVILA, REINARDO	T0020000	Contract Documents for Bidding	0	0	0	0	0	0	2	2
5/9/2020	5/15/2020	: 957610	ARMANS, PETER N.	T0020000	SJRWMD Coordination/ Wall, Design/specs; Project Manual	0	0	4	3.5	2.5	1.5	1	12.5
5/9/2020	5/15/2020	: 668458	BANFIELD, MOLLY J.	T0020000	Contract Documents for Bidding - Construction details and drawings	0	0	1.5	0	0	0	0	1.5
5/9/2020	5/15/2020	: 220389	MALAVE DAVILA, REINARDO	T0020000	Contract Documents for Bidding- Review	0	0	2	2	2	2	0	8
5/23/2020	5/29/2020	: 957610	ARMANS, PETER N.	T0020000	SJRWMD Coordination/ Wall, Design/specs; Project Manual	0	0	0	0.5	0	0	0	0.5

INVOICE



Dewberry

Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: 13-0746510

Bill To: VIERA EAST CDD
C/O GOVERNMENTAL MANAGEMENT SERVICES
135 WEST CENTRAL BOULEVARD, STE 320
ORLANDO FL 32801

Invoice #: 1852688
Invoice Date: 7/13/2020
Due Date: 8/12/2020
Client #: 628087
Contract #: 50125131
Batch #: 2967934

Work Performed Thru Period Ending 6/26/2020

Job: 50125131 Viera East CDD SW Pond Bulkhea

TIME & MATERIAL BILLING

Task ID

Task Description

T002

CONTRACT DOCUMENTS FOR BIDDING

CURRENT PERIOD BILLING

Description	Prev Amount Billed	\$	10,670.00	Hours	Rate	Amount
ENGINEER IV				9.50	150.000	\$ 1,425.00
ENGINEER IX				4.00	240.000	\$ 960.00
TOTAL HOURLY LABOR				13.50		\$ 2,385.00
TOTAL FOR				T002		\$ 2,385.00

T003

BIDDING ASSISTANCE

CURRENT PERIOD BILLING

Description	Prev Amount Billed	\$	.00	Hours	Rate	Amount
ENGINEER IV				8.00	150.000	\$ 1,200.00
TOTAL HOURLY LABOR				8.00		\$ 1,200.00
TOTAL FOR				T003		\$ 1,200.00

TOTAL FOR JOB: 50125131 \$ 3,585.00

TOTAL INVOICE AMOUNT DUE \$ 3,585.00
BY 8/12/2020

Please Reference Invoice Number with Payment

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.



50125131

Viera East CDD SW Pond Bulkhead

start_date end_date emp_id fullname

5/30/2020 6/5/2020 1: 957610 ARMANS, PETER N.

6/6/2020 6/12/2020 : 957610 ARMANS, PETER N.

6/6/2020 6/12/2020 : 957610 ARMANS, PETER N.

6/13/2020 6/19/2020 : 220389 MALAVE DAVILA, REINARDO

6/20/2020 6/26/2020 : 957610 ARMANS, PETER N.

6/20/2020 6/26/2020 : 220389 MALAVE DAVILA, REINARDO

cost_code description

T0020000 SJRWMD Coordination/ Wall, Design/specs; Project Manual

T0020000 SJRWMD Coordination/ Wall, Design/specs; Project Manual

T0030000 Bidding Assistance

T0020000 Contract Documents for Bidding

T0030000 Bidding Assistance

T0020000 Contract Documents for Bidding

SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
0	0	0	0	0.5	2.5	3	6
0	0	3.5	0	0	0	0	3.5
0	0	0	0	0	3	0.5	3.5
0	0	0	0	1	0	0	1
0	0	0	0.5	1.5	1	1.5	4.5
0	0	0	0	0	1	2	3

INVOICE



Dewberry

Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: 13-0746510

Bill To: VIERA EAST CDD
C/O GOVERNMENTAL MANAGEMENT SERVICES
135 WEST CENTRAL BOULEVARD, STE 320
ORLANDO FL 32801

Invoice #: 1863827
Invoice Date: 8/24/2020
Due Date: 9/23/2020
Client #: 628087
Contract #: 50125131
Batch #: 2975901

Work Performed Thru Period Ending 7/31/2020

Job: 50125131 Viera East CDD SW Pond Bulkhea

TIME & MATERIAL BILLING

Task ID	Task Description	CURRENT PERIOD BILLING			
T003	BIDDING ASSISTANCE	Prev Amount Billed	\$	1,200.00	
	Description	Hours	Rate	Amount	
	ENGINEER IV	17.50	150.000	\$	2,625.00
	TOTAL HOURLY LABOR	17.50		\$	2,625.00
	TOTAL FOR T003			\$	2,625.00

TOTAL FOR JOB: 50125131 \$ 2,625.00

TOTAL INVOICE AMOUNT DUE \$ 2,625.00
BY 9/23/2020

Please Reference Invoice Number with Payment

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.



50125131

Viera East CDD SW Pond Bulkhea

start_date	end_date	emp_id	fullname	cost_code	description	SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
6/27/2020	7/3/2020	1	957610 ARMANS, PETER A	T0030000	Bidding Assistance; Pre-bid	0	0	1.5	6.5	1	0.5	0	9.5
7/4/2020	7/10/2020	:	957610 ARMANS, PETER A	T0030000	Bidding Assistance; Pre-bid; Contractor Questions	0	0	1.5	1	1.5	1	0.5	5.5
7/11/2020	7/17/2020	:	957610 ARMANS, PETER A	T0030000	Bidding Assistance; Pre-bid; Contractor Questions	0	0	0	0.5	0	0	0	0.5
7/18/2020	7/24/2020	:	957610 ARMANS, PETER A	T0030000	Bidding Assistance; Pre-bid; Contractor Questions	0	0	0	0.5	0	0	0	0.5
7/25/2020	7/31/2020	:	957610 ARMANS, PETER A	T0030000	Bidding Assistance; Pre-bid; Contractor Questions	0	0	0	1.5	0	0	0	1.5

REQUISITION NO. 6

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 6
- (B) Name of Payee: Landirr
- (C) Address of Payee: 202 North Laurel Avenue, Sanford, FL 32771
- (D) Amount Payable: \$7,862.40

The Undersigned hereby certifies that this requisition is for grass work (sod) payable from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY
DEVELOPMENT
DISTRICT**

By: _____
Authorized Officer

REQUISITION NO. 6

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series
2020**

CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

Title: _____

LANDIRR

Golf Course Construction & Maintenance

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

LANDIRR

Invoice

Date	Invoice #
8/31/2020	929982

Bill To
VIERA EAST COMMUNITY DEVELOPMENT 2300 CLUBHOUSE DRIVE ROCKLEDGE, FL 32955

Comments	P.O. No.	Terms	Project
	000000	Due on Receipt	Viera East Sod (419) Repairs

Quantity	Description	Unit Cost	Amount
1.00	Strip, Prep, sod approx. 4032 sq feet 419 sod	\$7,862.40	\$7,862.40
		SUBTOTAL:	\$7,862.40
		State Tax:	\$0.00
		County Tax	\$0.00
		City Tax	\$0.00
		TOTAL	\$7,862.40

REQUISITION NO. 7

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 7
- (B) Name of Payee: Wesco Turf, Inc.
- (C) Address of Payee: 2101 Cantu Court, Sarasota, FL 34232
- (D) Amount Payable: \$44,017

The Undersigned hereby certifies that this requisition is for equipment payable from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY
DEVELOPMENT
DISTRICT**

By: _____
Authorized Officer

REQUISITION NO. 7

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series
2020**

CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

Title: _____



2101 Cantu Court
Sarasota, Florida 34232
941-377-6777

Bill To: 308943

Viera East CDD 308942
2300 Clubhouse Drive
Viera, FL 32955

INVOICE

INVOICE # SO 21204542
DATE: September 4, 2020

Ship To: 320019

Viera East Golf Club
6250 Murrell Road
Rockledge, FL 32955

Qty	Product Number	Description	Unit	Extension
1	A11698	Bernhard Express Dual 4100 - Spin Grinder (60 Hz), SN: 25429	44,017.00	44,017.00
SUBTOTAL				\$ 44,017.00
SALES TAX				.
TOTAL				\$ 44,017.00

Make all checks payable to Wesco Turf, Inc.

Terms: Net 30

Return Policy:

All returns must be pre-approved and accompanied by a RGA (Return Goods Authorization) in order to receive credit. Only materials and products currently sold by Wesco Turf will be considered for return. All equipment must be current and does not include obsolete materials. Returned goods must be in original packaging and are subject to a 20% restocking fee. Customers are advised not to issue immediate debit memos on returned material. Wesco Turf will issue credit to the customer's account upon inspection and completion of the receiving process. All pre-authorized returns scheduled for pickup must be palletized and accessible upon arrival. Multiple pallet returns will require separate packing slips. All returns must be made within 90 days of receipt to receive credit less associated restock fees. Product exceeding the ninety day (90) timeframe may be negotiated at a lesser value or denied credit.

REQUISITION NO. 8

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 8
- (B) Name of Payee: Precision
- (C) Address of Payee: 2510 N.W. 16th Lane, Pompano, FL 33064-1505
- (D) Amount Payable: \$6,771

The Undersigned hereby certifies that this requisition is for equipment payable from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY
DEVELOPMENT
DISTRICT**

By: _____
Authorized Officer

REQUISITION NO. 8

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series
2020**

CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

Title: _____



QUOTATION

* REPRINT *

2510 N.W. 16th Lane
Pompano Beach, FL 33064-1505 USA

Tel: (954) 974-1960 Fax: (954) 968-3398
E-Mail: accounting@precisionusa.com
www.precisionusa.com

Date
08/19/20
Time
11:40:21

Ordered By/PO No: Scott/Quotation

Sold To Acct. No. 01 / 5290
Viera East CDD /@
Attn: Accounts Payable
2300 Clubhouse Dr
Viera FL 32955-6500

Ship To Acct No. 01
Viera East Golf Club
Attn: Golf Maint Dept
5250 Murrell Rd
Viera FL 32955-6664

Ship Via Dropship Direct
Pay Type Accounts Receivables

Terms: Net 30 Days

Order No:	Order Date:	Entered By:	Sls Rep. No/Name:	Ref. No:	Page:
77599/00	8/19/20	CHRIS	10007 Jones, Chris-Call		1 of 1

Order	Ship	B/O	LC	Item Number/Description	Reg Price	Unit Price	Discount	Total
1			282	GL9	6,121.00	6,121.00		6,121.00
				Lift Equip 9000# 2-column *DS*			Incl GLTA Frame Kit No Top Beam	

ALL INVS E-mailed to: seberly@vieraeastcdd.com

ALL INVS E-mailed to: icampos@vieraeastcdd.com

Crate Freight & Insurance 650.00

If sales tax not charged, please pay use tax to your state.

SUBTOTAL:
Sales Tax 6,771.00

TOTAL:
DEPOSIT: 6,771.00
AMT DUE: 6,771.00

Note: Quotation

This Quotation Expires 08/30/20



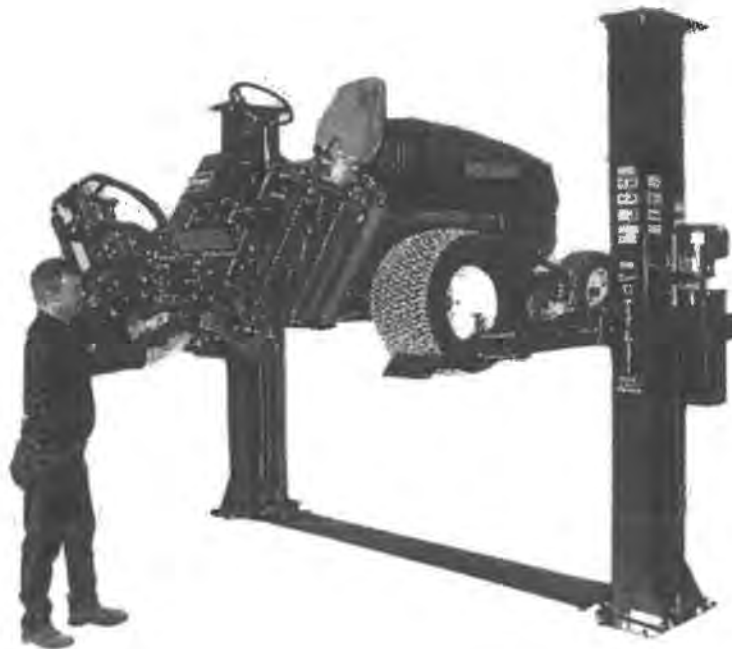
[Home](#) / [Products](#) / [Lifts](#) / [GL-9 Golf-Lift® Turf Equipment Lift](#)

GL-9 Golf-Lift® Turf Equipment Lift

(No reviews yet) [Write a Review](#)

Download Manual:

[GL-9 Manual](#)



REQUISITION NO. 9

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 9
- (B) Name of Payee: Wesco Turf, Inc.
- (C) Address of Payee: 1201 Cantu Court, Sarasota, FL 34232
- (D) Amount Payable: \$40,414.97

The Undersigned hereby certifies that this requisition is for equipment payable from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY
DEVELOPMENT
DISTRICT**

By: _____
Authorized Officer

REQUISITION NO. 9

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series
2020**

CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

Title: _____



2101 Cantu Court, Sarasota FL 34232

300 Technology Park, Lake Mary FL 32746

7037-37 Commonwealth Avenue, Jacksonville, FL 32220

August 20, 2020

Quote #: Q-00026217

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

Bill To: 308963
VIERA EAST CDD 306942
2300 CLUBHOUSE DRIVE
VIERA, FL 32955

Ship To: 320019
VIERA EAST GOLF CLUB
5250 MURRELL ROAD
ROCKLEDGE, FL 32955

Registration with OMNIA Partners is required to be eligible for the pricing quoted. For further information and registration, please visit <https://www.omniapartners.com/publicsector>. OMNIA Partners (IPA), City of Mesa Cooperative Contract Number: 2017025.

Please return your signed order to Wesco Turf no later than September 30, 2020 to utilize this pricing.
All equipment must be delivered and invoiced by December 31, 2020.

Total Units	Qty	Model No	Description	MSRP Each	Discount %	Price Each	Net Price	Extended Price
1	1	44701	Toro ProPass 200 Base	12,071.00	22.80	9,318.81	14,579.22	\$14,579.22
	1	44724	ProPass Tow Chassis and Fender Kit	3,364.00	22.80	2,597.01		
	1	44713	ProPass Hydraulic Power Pack	3,450.00	22.80	2,663.40		

Terms:	Net 30 Days
Equipment Total	\$ 14,579.22
State Sales Tax (6.00% + 1.00% County Surtax)	\$ 0.00
Total	\$ 14,579.22

Please indicate your acceptance of this quote as an order by signing below and returning via e-signature or via fax to Wesco Turf at 941.487.6889. Please include your preference for height of cut and requested delivery dates where applicable.

☐

Check this box if you DO NOT want to receive a hard copy of the Parts Manual.

PDF version is also available online at <https://www.wescoturf.com/content/51-toro-manuals>

Signed: _____

Name: _____

Date: _____

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

The preceding pricing is good for 30 days, not including Sales Tax, after which time new pricing would have to be submitted. Time of delivery may vary; please check when placing order. All payments are subject to state and local taxes.

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Bill Wallace

Commercial Golf / Sports Fields & Grounds Territory Manager - Lake Mary
(321) 403-1074, bill.wallace@wescoturf.com

TORO®

ProPass™ 200

BROADCAST TOPDRESSER

FEATURES

Accurate – Color-coded operating system delivers a perfect spread every time. Repeatable settings for consistent operation and defined edges.

Wireless Remote Operation – Available wireless controller allows real-time adjustments. Make quick setting changes and store settings for future use. Base model features a wired controller.

Spread Consistency – Ultra-light to ultra-heavy. Evenly apply materials from 9' (2.74 m) narrow to 30' (9.1 m) wide with the use of our unique "drop zone" patented sliding adjustment.

Dependable – Low maintenance and easy cleaning procedures provide long life and solid performance.

Versatile – The twin spinner accessory can be swapped out with a 270 degree swivel cross-conveyor quickly and easily without tools.

Choice of Configurations – Available as a bed mounted version, a trailer version with either engine or vehicle hydraulic power, or as a fifth wheel trailer version.

Why Settle? Leave the guesswork to the other guys.

The ProPass 200 series broadcast-style topdressers provide the ultimate in application versatility and precision. Intuitive color-coded adjustment settings deliver extremely accurate spread patterns from ultra-light dustings to ultra-heavy aeration hole filling applications from the first pass, without the guesswork. The unique four-wheel, walking-beam suspension means a light footprint that is easy on the most sensitive turf. Select from a range of configurations and controls to match your needs, tow vehicle and budget. If you are looking for one topdresser to do it all - the ProPass 200 is the only one.



Trailer Version

- Chassis with 4-wheel walking beam suspension
- 11 hp (8.2 kW) engine-powered hydraulics or vehicle-powered hydraulics

Utility Vehicle Mounted Version

- Vehicle-powered hydraulics
- Storage stands for removal and storage

Call your Toro distributor at 800-803-8676

TORO**ProPass™ 200**

The ProPass 200 Series broadcast-style topdressers provide the ultimate in application versatility. Intuitive color-coded adjustment settings deliver extremely accurate spread patterns from ultra-light dustings to ultra-heavy aeration filling applications. The four-wheel, walking-beam suspension means a light footprint that is easy on the most sensitive turf. If you are looking for one topdresser to do it all – the ProPass 200 is the only one. Choice of bed-mounted or trailer configurations and manual or wireless controls.



PROPASS 200, MODEL 44701 / PROPASS 200 WIRELESS, MODEL 44751*			
GENERAL	Hopper Capacity: 21 ft³ / 0.54 m³ struck (25 ft³ / 0.71 m³ heaped) Controls: standard or electronic wireless Belt: One-piece vulcanized, self-tracking (no seams or staples) Hydraulic Power Pack (optional): 11 hp (8.2 Kw) engine Cross conveyor / swivel kit assembly (option): cross conveyor rotates 270 degrees		
SPREAD WIDTH	30' (9.1 meters)		
WEIGHT	Base model: 546 lbs (247.6 kg) Tow behind chassis: 480 lbs (217.7 kg) Truck mount kit: 90 lbs (40.8 kg) Twin spinner: 140 lbs (63.5 kg) Truck mount storage stand: 65 lbs (29.4 kg) Hydraulic power pack engine: (dry) 220 lbs (99.8 kg) Cross conveyor / swivel kit assembly: 140 lbs (63.3 kg)		
DIMENSIONS	Tow-Behind Configuration Length 134 in (3.4 m) Height 56 in (1.42 m) Width 65 in (1.65 m) Total unit weight: 1166 lbs (528.8 kg) Payload 2,000 lbs (907 kg)	Truck Mount Configuration Length 78 in (1.98 m) Height 56 in (1.4 m) Width 65 in (1.65 m) Total unit weight: 776 lbs (351.9 kg) Payload: 2,000 lbs (907 kg)	Cross Conveyor Configuration Length 65 in (1.65 m) Belt width: 8 in (20.3 cm) seamless
TIRES ON CHASSIS	24 x 13 x 12 in (60 x 32.5 x 30 cm), 4-ply Suspension: 4-wheel walking beam		
TOW VEHICLE REQUIREMENTS	Towing capacity: 3,400 lbs (1542 kg) Tongue weight: 300 lbs (136 kg)		
HYDRAULICS	Minimum 6 US gal/m @ 2,000 psi (23 L/m @ 138 bar) Maximum 10 US gal/m @ 2,800 psi (38 L/m @ 190 bar)		
WARRANTY	Two-year limited warranty. Refer to operator's manual for further details.		
CE REQUIREMENTS	Meets the CE requirements for the EU		

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in design, required attachments and safety features. Consult your local Toro Distributor.





2101 Cantu Court, Sarasota FL 34232

300 Technology Park, Lake Mary FL 32746

7037-37 Commonwealth Avenue, Jacksonville, FL 32220

August 20, 2020

Quote #: Q-00026216

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

Bill To: 308963
VIERA EAST CDD 306942
2300 CLUBHOUSE DRIVE
VIERA, FL 32955

Ship To: 320019
VIERA EAST GOLF CLUB
5250 MURRELL ROAD
ROCKLEDGE, FL 32955

Registration with OMNIA Partners is required to be eligible for the pricing quoted. For further information and registration, please visit <https://www.omniapartners.com/publicsector>. OMNIA Partners (IPA), City of Mesa Cooperative Contract Number: 2017025.

Please return your signed order to Wesco Turf no later than September 30, 2020 to utilize this pricing.
All equipment must be delivered and invoiced by December 31, 2020.

Total Units	Qty	Model No	Description	MSRP Each	Discount %	Price Each	Net Price	Extended Price
1	1	44931	Toro MH-400 SH2 Base	28,570.00	22.80	22,056.04	25,835.75	\$25,835.75
	1	44944	MH-400 Twin Spinner (SH/EH)	4,896.00	22.80	3,779.71		

Terms:	Net 30 Days
Equipment Total	\$ 25,835.75
State Sales Tax (6.00% + 1.00% County Surtax)	\$ 0.00
Total	\$ 25,835.75

Please indicate your acceptance of this quote as an order by signing below and returning via e-signature or via fax to Wesco Turf at 941.487.6889. Please include your preference for height of cut and requested delivery dates where applicable.

☐ Check this box if you DO NOT want to receive a hard copy of the Parts Manual.

PDF version is also available online at <https://www.wescoturf.com/content/51-toro-manuals>

Signed: _____

Name: _____

Date: _____

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

The preceding pricing is good for 30 days, not including Sales Tax, after which time new pricing would have to be submitted. Time of delivery may vary; please check when placing order. All payments are subject to state and local taxes.

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Bill Wallace

Commercial Golf / Sports Fields & Grounds Territory Manager - Lake Mary
(321) 403-1074, bill.wallace@wescoturf.com

TORO**MH-400**

The MH-400 handles everything: topdressing, cross-conveyor, material delivery & hauling/transport. Designed to perform everyday as part of your maintenance program. By being an integral component to daily tasks the MH-400 reduces labor, saves time and cuts operating costs. Optional wireless remote control available.



MH-400, MODEL 44931 / MH-400 WIRELESS, MODEL 44954*	
GENERAL	Hopper capacity: 4 yd ³ (3.06 m ³) Main conveyor belt: one-piece vulcanized, self-tracking, 30" (76.2 cm) wide Controls: standard hydraulic (SH) or electronic hydraulic (EH) Optional accessories: cross-conveyor / swivel kit, twin spinner assembly
SPREAD WIDTH	40' (12.2 meters) using twin spinner accessory
WEIGHT	Base model: 3,000 lbs (1,360.7 kg) - empty with no options installed
CHASSIS	Payload (tare): 11,800 lbs (5,352.3 kg) GVWR: 14,800 lbs (6,713 kg) Suspension: 4-wheel walking beam with 10-ply turf tires Tire size: 32 x 16.00 x 15" (81.3 x 40.6 x 38.1 cm) 10-ply Brakes (electric) - 2-wheel standard, 4-wheel optional
DIMENSIONS	Length 190 in (4.8 m) Height 86 in (2.2 m) Width 78 in (1.98 m)
TOW VEHICLE REQUIREMENTS	Towing capacity: 15,850 lbs (7,189 kg) - maximum payload Minimum power: 45 Hp (33.5 KW)
HYDRAULICS	Recommended flow (min no options installed): 6 US gal/min (23 L/min) Recommended flow (min options installed): 10 US gal/min (38 L/min) Recommended input pressure (min): 2,000 psi (138 bar)
WARRANTY	Two-year limited warranty. Refer to operators manual for further details.
CE REQUIREMENTS	Meets the CE requirements for the EU

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.
Actual products offered for sale may vary in design, required attachments and safety features. Consult your local Toro Distributor.



TORO

MH-400

MATERIAL HANDLER

FEATURES

Accurate – Intuitive settings and operating system deliver a perfect spread every time. Repeatable settings for consistent performance and defined edges.

Wireless Remote Operation – Available wireless controller allows real-time adjustments. Make quick setting changes and store settings for future use. Base model features a wired controller.

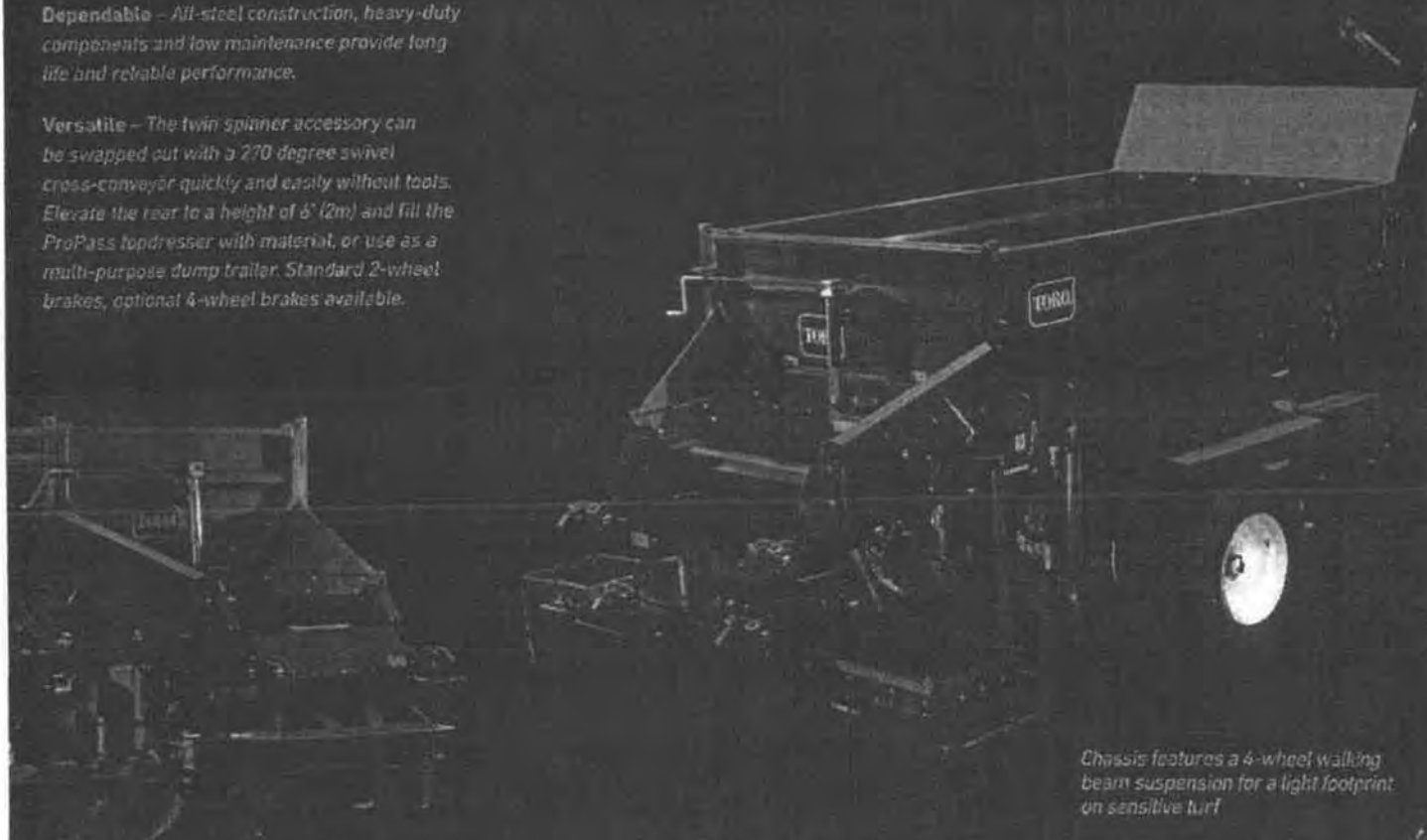
Spread Consistency – Ultra Light to Ultra Heavy – Evenly apply materials from 2" (2.74 m) narrow to 40" (12.2 m) wide with the use of our unique "drop zone" patented sliding adjustment.

Dependable – All-steel construction, heavy-duty components and low maintenance provide long life and reliable performance.

Versatile – The twin spinner accessory can be swapped out with a 270 degree swivel cross-conveyor quickly and easily without tools. Elevate the rear to a height of 6' (2m) and fill the ProPass topdresser with material, or use as a multi-purpose dump trailer. Standard 2-wheel brakes, optional 4-wheel brakes available.

The Original Material Handler. And Then Some.

The large capacity MH-400 delivers versatility and performance to tackle a wide range of jobs at any facility. The cross conveyor is ideal for completing bunker and greens renovations, cart path rebuilding, applying mulch, back filling of drainage ditches, and much more. Install the twin spinner accessory and the MH-400 becomes a large area topdresser to transport and accurately spread materials ranging from crumb rubber, to fertilizer, to a sand/peat topdressing mix. The rear hitch receiver allows implements, such as a wood chipper, to be towed in tandem. An integral component of any maintenance program, the efficient MH-400 reduces labor, saves time and cuts operating costs.



Twin spinner option

Chassis features a 4-wheel walking beam suspension for a light footprint on sensitive turf

Call your Toro distributor at 800-803-8676

REQUISITION NO. 10

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series 2020**

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 10
- (B) Name of Payee: Raymond Cuzzone Beard Equipment Company
- (C) Address of Payee: 4539 NW 44th Avenue, Ocala, FL 34482
- (D) Amount Payable: \$36,052.27

The Undersigned hereby certifies that this requisition is for equipment payable from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY
DEVELOPMENT
DISTRICT**

By: _____
Authorized Officer

REQUISITION NO. 10

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series
2020**

CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefor; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

Title: _____



Quote Summary**Prepared For:**

VIERA EAST GOLF CLUB
2300 CLUBHOUSE DR
VIERA, FL 32955
Business: 321-639-6500

Prepared By:

Raymond Cuzzone
Beard Equipment Company
4539 Nw 44th Avenue
Ocala, FL 34482
Phone: 352-732-4646
rcuzzone@beardequipment.com

Quote Id: 22598279**Created On:** 20 August 2020**Last Modified On:** 25 August 2020**Expiration Date:** 30 October 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE ProGator 2020A (Gas)	\$ 31,096.15	\$ 23,322.11 X	1 =	\$ 23,322.11
JOHN DEERE HD200 SelectSpray (for ProGators 2020A, 2020 and 2030A, 2030)	\$ 16,973.54	\$ 12,730.16 X	1 =	\$ 12,730.16
Equipment Total				\$ 36,052.27

Quote Summary

Equipment Total \$ 36,052.27

SubTotal \$ 36,052.27

Est. Service Agreement Tax \$ 0.00

Total \$ 36,052.27

Balance Due \$ 36,052.27

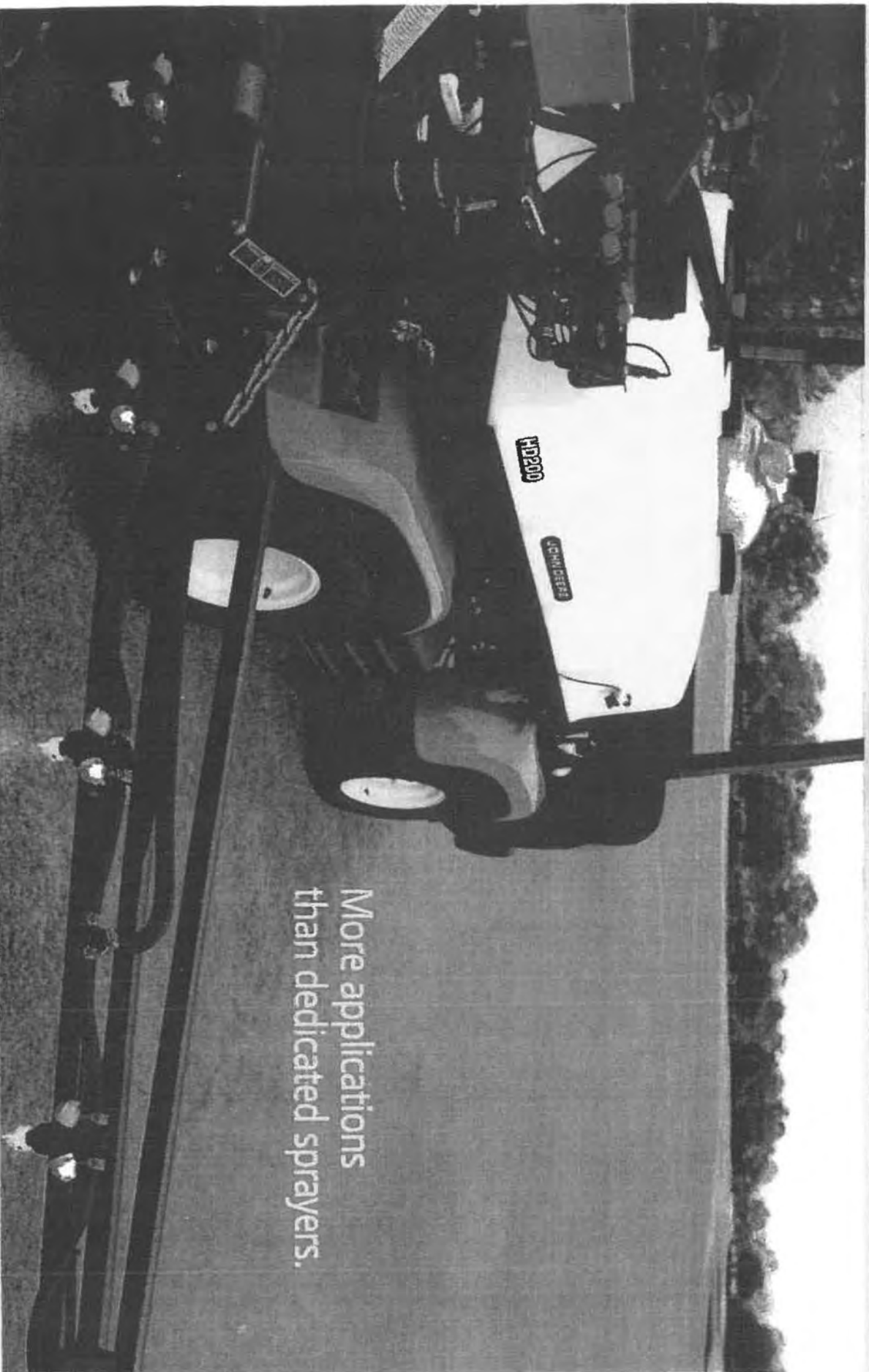
HD200/HD300

SelectSpray



JOHN DEERE GOLF

More applications
than dedicated sprayers.



REQUISITION NO. 11

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)**

Special Revenue Assessment Bonds, Series 2020

The undersigned, an Authorized Officer of Viera East Community Development District (the "District") hereby submits the following requisition for disbursement, under and pursuant to the terms of the Amended and Restated General Special Revenue Assessment Bond Resolution of the District adopted by the District on January 25, 2012, as amended and supplemented from time to time, and particularly as supplemented by the Second Supplemental Resolution (collectively, the "Resolution") adopted by the District's Board of Supervisors on November 21, 2019 (all capitalized terms used herein shall have the meaning ascribed to such term in the Resolution):

- (A) Requisition Number: 11
- (B) Name of Payee: Landirr, Inc
- (C) Address of Payee: 202 North Laurel Ave, Sanford, FL 32771
- (D) Amount Payable: \$98,595.16

The Undersigned hereby certifies that this requisition is for stormwater pond bulkhead payable from the Construction and Acquisition Fund that have not previously been paid.

Attached hereto are originals of the invoice(s) from the vendor of the services rendered with respect to which disbursement is hereby requested.

**VIERA EAST COMMUNITY
DEVELOPMENT
DISTRICT**

By: _____
Authorized Officer

REQUISITION NO. 11

\$7,685,000

**Viera East Community Development District
(Brevard County, Florida)
Special Revenue Assessment Bonds, Series
2020**

CONSULTING ENGINEER'S APPROVAL OF 2020 PROJECT COSTS

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2020 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2020 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2020 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2020 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2020 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2020 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for such portion of the 2020 Project improvements have been approved by all regulatory bodies required to approve them; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2020 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2020 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2020 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

Title: _____

APPLICATION AND CERTIFICATE OF PAYMENT

TO (OWNER): Viera East Community Development District 219 E. Livingston Street Orlando, FL 32801	PROJECT: Viera East Stormwater Pond Bulkhead	APPLICATION # 1
	Project # 55120	PERIOD ENDING: 09/16/2020 COMMENCEMENT DATE: 10/01/2020
FROM (CONTRACTOR): Landirr, Incorporated 202 North Laurel Avenue Sanford, FL 32771	VIA (Architect):	ORIGINAL CONTRACT PERIOD: 124 EXTENDED CONTRACT PERIOD: 0 CONTRACT COMPLETION DATE: EXPIRED FROM COMMENCEMENT: 0

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner TOTAL Thru CO#				
Approved this Month				
No.	Date Approved			
TOTALS				
Net change by Change Orders				

Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Landirt, Incorporated

By: [Signature] Date: 9-16-20

ARCHITECT'S CERTIFICATION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT:

By: _____ Date: _____

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheets are attached.

- | | | |
|--|---------------|---------|
| 1. ORIGINAL CONTRACT SUM | \$ 695,922.00 | |
| 2. Net change by Change Orders | \$ 0.00 | |
| 3. CONTRACT SUM TO DATE | \$ 695,922.00 | (1 + 2) |
| 4. TOTAL COMPLETED & STORED TO DATE | \$ 109,550.20 | |
| 5. TOTAL RETAINAGE: | \$ 10,955.04 | (5a+5b) |
| a. 10% of Completed Work | \$ 10,955.04 | |
| b. 10% of Stored Material | \$ 0.00 | |
| 6. TOTAL EARNED LESS RETAINAGE | \$ 98,595.16 | (4 - 5) |
| 7. LESS PREVIOUS CERT. FOR PAYMENT | \$ 0.00 | |
| 8. CURRENT PAYMENT DUE | \$ 98,595.16 | (6-7) |
| 9. BALANCE TO FINISH (INCLUDING RETAINAGE) | \$ 597,326.84 | (3-7-8) |

MONETARY PROGRESS: 16%

16%

TIME PROGRESS

State of Florida

County of: Seminole

The foregoing instrument was acknowledged before me this

16th day of Sept. 2020

Nancy W. Roberts

of Landire, Inc.

Florida

0 on behalf of the 0 He/she is personally known to me.

Notary: Kander L. D. D.

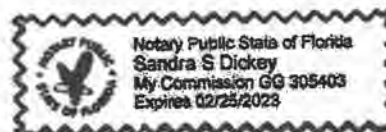
My Commission Expires: 02/25/2023

AMOUNT CERTIFIED:

98,595.16

OWNER:

By: _____ Date: _____



APPLICATION FOR PAYMENT - CONTINUATION SHEET

Page 1 of 1 Pages

FROM (CONTRACTOR):
Landir, Incorporated
202 North Laurel Avenue
Sanford, FL 32771

TO (OWNER):
Viera East Community Development Distr
219 E. Livingston Street
Orlando, FL 32801

PROJECT:
Viera East Stormwater Pond Bulkhead

APPLICATION # 1

PERIOD ENDING: 09/30/2020

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Scheduled Value	From Previous Application (D+E)	This Period	Materials Presently Stored (Not in D or E)	Total Completed And Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
0001	STE #1 Hole 7, Bulkhead Const.	103,238.00	0.00	20,647.60	0.00	20,647.60	20%	82,590.40	2,064.76
0001.1	Stainless Steel Fittings	1,125.00	0.00	168.75	0.00	168.75	15%	956.25	16.88
0002	STE #2 Hole 9, Bulkhead Constr	120,444.00	0.00	18,066.60	0.00	18,066.60	15%	102,377.40	1,806.66
0002.1	Stainless Steel Fittings	1,343.00	0.00	201.45	0.00	201.45	15%	1,141.55	20.15
0003	STE #3 Hole 12, Bulkhead Constr	117,002.00	0.00	17,550.30	0.00	17,550.30	15%	99,451.70	1,755.03
0003.1	Stainless Steel Fittings	1,304.00	0.00	195.60	0.00	195.60	15%	1,108.40	19.56
0004	STE #4 Hole 14, Bulkhead Constr	227,123.00	0.00	34,068.45	0.00	34,068.45	15%	193,054.55	3,406.85
0004.1	Stainless Steel Fittings	2,558.00	0.00	383.70	0.00	383.70	15%	2,174.30	38.37
0005	STE #5 Hole 18, Bulkhead Constr	120,443.00	0.00	18,066.45	0.00	18,066.45	15%	102,376.55	1,806.65
0005.1	Stainless Steel Fittings	1,342.00	0.00	201.30	0.00	201.30	15%	1,140.70	20.13
Phase 01:		695,922.00	0.00	109,550.20	0.00	109,550.20		586,371.80	10,955.04

Page Total
Contract Total

695,922.00	0.00	109,550.20	0.00	109,550.20		586,371.80	10,955.04
695,922.00	0.00	109,550.20	0.00	109,550.20	15.74%	586,371.80	10,955.04

SECTION XIII

SECTION A

Viera East
Community Development District
Check Register Summary
August 20, 2020 through September 17, 2020

Fund	Date	Check #'s	Amount
General Fund			
	8/20/20	3985-3990	\$ 1,310.57
	8/27/20	3991-3997	\$ 112,534.72
	9/3/20	3998-4005	\$ 13,230.07
	9/17/20	4006-4015	\$ 24,749.47
	Sub-Total		\$ 151,824.83
Capital Reserve			
	8/20/20	78	\$ 3,575.10
	8/27/20	79	\$ 323.91
	8/31/20	80	\$ 80,767.73
	9/3/20	81	\$ 5,000.00
	Sub-Total		\$ 89,666.74
Golf Course			
	8/20/20	27982-28012	\$ 28,240.66
	8/27/20	28013-25027	\$ 110,466.84
	9/3/20	28028-28046	\$ 6,702.89
	9/17/20	28047-28069	\$ 23,170.87
	Sub-Total		\$ 168,581.26
Total			\$ 410,072.83

AP300R
 *** CHECK DATES 08/20/2020 - 09/17/2020 *** YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/17/20 PAGE 1
 VIERA EAST-GENERAL FUND
 BANK A VIERA EAST-GF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/20/20	00189	8/04/20 1745128	202008 340-53800-41000		TELECOM	*	541.48	
					BLUELINE TELECOM GROUP, LLC			541.48 003985
8/20/20	00111	8/11/20 756792-0	202008 340-53800-46000		HIP BOOTS, SHUT OFF VALVE	*	160.33	
					FORESTRY SUPPLIERS, INC.			160.33 003986
8/20/20	00210	8/11/20 08112020	202008 340-53800-47300		ELECTRIC	*	20.86	
					FPL			20.86 003987
8/20/20	00199	8/17/20 70904	202008 340-53800-46000		CARB & CHOKE CLEANER	*	11.90	
					ISLANDER GOLF SUPPLY, INC.			11.90 003988
8/20/20	00010	7/31/20 20069	202007 330-53800-47100		2020 SERVICES	*	480.00	
					KEVIN L ERWIN CONSULTING			480.00 003989
8/20/20	00060	8/09/20 17231	202008 340-53800-46000		MATERIALS AND LABOR	*	96.00	
					LACEY'S LOCK SERVICE INC			96.00 003990
8/27/20	00034	8/12/20 08122020	202008 340-53800-47300		WATER UTILITIES	*	128.21	
					CITY OF COCOA			128.21 003991
8/27/20	00236	8/12/20 8596-202	202008 300-15500-10000		1/4 PAGE AD	*	368.60	
					DECIDED EXCELLENCE CATHOLIC MEDIA			368.60 003992
8/27/20	00182	8/14/20 23915	202008 340-53800-47900		TRASH HAULING	*	240.00	
					DANNY'S RECYCLING & HAULING, INC			240.00 003993
8/27/20	00043	8/27/20 08272020	202008 340-58100-10300		MAINT RESERVE-JULY&AUG20	*	619.76	
					STATE BOARD OF ADMINISTRATION			619.76 003994
8/27/20	00212	8/15/20 7461847	202008 340-53800-47400		FINANCIAL SERVICES	*	2,298.44	
					TIAA COMMERCIAL FINANCE, INC.			2,298.44 003995
8/27/20	00017	8/27/20 08272020	202008 300-20700-10000		AP 6/11/20 - 6/25/20	*	6,427.23	

VIER --VIERA EAST-- HSMITH

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/17/20
 *** CHECK DATES 08/20/2020 - 09/17/2020 *** VIERA EAST-GENERAL FUND
 BANK A VIERA EAST-GF

PAGE 2

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		8/27/20	08272020 202008 300-20700-10000		*	27,907.93	
			JUNE 2020 PAYROLL				
		8/27/20	08272020 202008 300-20700-10000		*	28,445.71	
			JULY 2020 PAYROLL				
		8/27/20	08272020 202008 300-20700-10000		*	6,997.44	
			AP 7/1/20-7/24/20				
		8/27/20	08272020 202008 300-20700-10000		*	6,814.83	
			AP 8/6/20-8/20/20				
		8/27/20	08272020 202008 300-20700-10000		*	32,286.57	
			JUNE-AUGUST RECEIPTS				
				VIERA EAST CDD - GOLF COURSE			108,879.71 003996
8/27/20	00128	8/27/20	08272020 202008 300-20700-10000		*	92,462.07	
			GF BALANCE THRU AUG 2020				
		8/27/20	08272020 202008 300-20700-10000		V	92,462.07-	
			GF BALANCE THRU AUG 2020				
				VIERA EAST CDD - GENERAL FUND			.00 003997
9/03/20	00222	8/26/20	170422 202008 330-53800-47100		*	208.00	
			USE AT OWN RISK SIGN				
				ALLEGRA-ROCKLEDGE			208.00 003998
9/03/20	00221	8/30/20	00056790 202008 340-53800-22000		*	47.48	
			INSURANCE				
				COMBINED INSURANCE COMPANY			47.48 003999
9/03/20	00195	8/28/20	9794211 202008 320-53800-34100		*	328.08	
			PEST CONTROL				
				ECOLAB PEST ELIMINATION DIV			328.08 004000
9/03/20	00126	4/01/20	373 202008 310-51300-51000		*	.90	
			OFFICE SUPPLIES				
		4/01/20	373 202008 310-51300-42000		*	15.00	
			POSTAGE				
		4/01/20	373 202008 310-51300-42500		*	22.50	
			COPIES				
				GOVERNMENTAL MANAGEMENT SERVICES			38.40 004001
9/03/20	00177	8/31/20	08312020 202008 310-51300-49200		*	21.01	
			MILEAGE REIMBURSEMENT				
				INES CAMPOS			21.01 004002
9/03/20	00626	8/27/20	1477540 202008 310-51300-31500		*	1,903.00	
			GENERAL REPRESENTATION				
				SHUTTS & BOWEN LLP			1,903.00 004003
				VIER --VIERA EAST-- HSMITH			

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/17/20
 *** CHECK DATES 08/20/2020 - 09/17/2020 *** VIERA EAST-GENERAL FUND
 BANK A VIERA EAST-GF

PAGE 3

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/03/20	00188	8/04/20 91212890	202008 340-53800-54100		*	49.80	
			SHIRTS/PANTS/SHORTS				
		8/11/20 91212200	202008 340-53800-54100		*	49.80	
			SHIRTS/PANTS/SHORTS				
		8/18/20 91212212	202008 340-53800-54100		*	49.80	
			SHIRTS/PANTS/SHORTS				
		8/25/20 91212223	202008 340-53800-54100		*	49.80	
			SHIRTS/PANTS/SHORTS				
				UNIFIRST CORPORATION			199.20 004004
9/03/20	00226	9/01/20 2020-08	202009 330-53800-47000		*	10,484.90	
			COSTSHARE FOR CANAL MAINT				
				VIERA STEWARDSHIP DISTRICT			10,484.90 004005
9/17/20	00222	9/10/20 170552	202009 330-53800-47100		*	103.00	
			BUSINESS CARD: CHRIS GAME				
				ALLEGRA-ROCKLEDGE			103.00 004006
9/17/20	00182	9/03/20 24015	202009 340-53800-47900		*	240.00	
			D/R 30 YD CONTAINER				
				DANNY'S RECYCLING & HAULING, INC			240.00 004007
9/17/20	00081	7/06/20 378090	202007 330-53800-47200		*	639.12	
			TREATED EMERGED VEG W/RUC				
		7/22/20 378091	202007 330-53800-47200		*	200.00	
			TREATED ALGAE WITH CUTRIN				
		7/27/20 378049	202007 330-53800-47200		*	3,554.88	
			AWC-WEEKLY 39 SITES AWC				
		7/27/20 378307	202007 330-53800-47200		*	200.00	
			MULE SVC DGF				
		7/31/20 378055	202007 330-53800-47200		*	3,439.20	
			AQUATIC WEED CONTROL SRVC				
		8/17/20 380049	202008 330-53800-47200		*	639.12	
			AWC WINGATE				
		8/20/20 380248	202008 330-53800-47200		*	200.00	
			MULE SVC DF EVERY 90 DAY				
		8/28/20 380014	202008 330-53800-47200		*	3,439.20	
			AWC 31- SITES				
		8/31/20 380009	202008 330-53800-47200		*	3,554.88	
			39 SITES FOR AWC				
				ECOR INDUSTRIAL HYDRAULICS, INC			15,866.40 004008
9/17/20	00195	9/17/20 9982583	202009 320-53800-34100		*	341.20	
			PEST CONTROL SERVICES				
				ECOLAB PEST ELIMINATION DIV			341.20 004009
				VIER --VIERA EAST-- HSMITH			

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/17/20 PAGE 4
 *** CHECK DATES 08/20/2020 - 09/17/2020 *** VIERA EAST-GENERAL FUND
 BANK A VIERA EAST-GF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/17/20	00612	8/27/20 00034922	202009 310-51300-48000		*	705.64	
		8/27 BOS MEETING		FLORIDA TODAY PAYMENT CENTER			705.64 004010
9/17/20	00111	9/09/20 756792-0	202009 340-53800-46000		*	27.00	
		SHUT OFF VALVE ASSEMBLY		FORESTRY SUPPLIERS, INC.			27.00 004011
9/17/20	00210	9/10/20 75474 SE	202009 340-53800-47300		*	20.39	
		ACT 75474		FPL			20.39 004012
9/17/20	00177	9/07/20 4	202009 310-51300-51000		*	23.88	
		LYSOL SPRAY		INES CAMPOS			23.88 004013
9/17/20	00010	8/31/20 20073	202009 330-53800-47100		*	2,080.00	
		2020 SERVICES			*	5,215.76	
		8/31/20 20074	202009 330-53800-47100				
		2019-2020 MONITORING		KEVIN L ERWIN CONSULTING			7,295.76 004014
9/17/20	00176	8/31/20 10284647	202009 340-53800-47500		*	126.20	
		LIQUID HERBICIDE		SITEONE LANDSCAPE SUPPLY, LLC			126.20 004015
TOTAL FOR BANK A						151,824.83	
TOTAL FOR REGISTER						151,824.83	

VIER --VIERA EAST-- HSMITH

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PAGE 1

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK... AMOUNT	#
8/20/20	00043	8/13/20	61722 10-14'	202008 320-53800-60000		TREES	*	3,575.10		
						LANDSCAPE DEPOT OF BREVARD INC			3,575.10	000078
8/27/20	00043	8/20/20	61946 PALM, FOXTAIL SINGLE	202008 320-53800-60000			*	323.91		
						LANDSCAPE DEPOT OF BREVARD INC			323.91	000079
8/31/20	00020	8/28/20	Z0884401 CATERPILLER WHEEL LOADER	202008 320-53800-60000			*	80,767.73		
						RING POWER CORP.			80,767.73	000080
9/03/20	00036	8/26/20	291 IRRIGATION DESIGNER/CONSL	202008 320-53800-60000			*	5,000.00		
						AQUA TURF INTERNATIONAL CONSULTING			5,000.00	000081
						TOTAL FOR BANK C		89,666.74		
						TOTAL FOR REGISTER		89,666.74		

VIER --VIERA EAST-- HSMITH

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/17/20

PAGE 1

*** CHECK DATES 08/20/2020 - 09/17/2020 ***

VIERA EAST- GOLF COURSE
BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/20/20	00782	8/19/20 44037-00	202008 340-57200-51100		*	25.50	
		CLEANING					
		8/19/20 44037-00	202008 320-57200-51100		*	74.59	
		CLEANING					
				A LINEN CONNECTION			100.09 027982
8/20/20	00430	8/13/20 12008139	202008 390-57200-49800		*	122.80	
		GOLF MAINTNENANCE SUPPLIE					
				AMERICAN SAFETY & FIRST AID, INC.			122.80 027983
8/20/20	01380	8/20/20 1098	202008 320-57200-54500		*	370.00	
		NEW AP INSTALL, WIFI TEST					
				BLACK HOLE MAKERS LLC			370.00 027984
8/20/20	00987	8/01/20 24795	202008 320-57200-48000		*	330.00	
		VIERA ADVERTISEMENT					
				BLUEWATER CREATIVE GROUP INC			330.00 027985
8/20/20	01481	8/14/20 10	202008 320-57200-51200		*	20.00	
		QUALIFYING TEST					
				CHRISTOPHER THOMAS GAME			20.00 027986
8/20/20	00499	8/13/20 23866	202008 390-57200-47900		*	240.00	
		HAULRING TRASH					
				DANNY'S RECYCLING & HAULING, INC.			240.00 027987
8/20/20	01335	8/11/20 20093483	202008 390-57200-54600		*	5,167.72	
		MONTHLY PAYMENT DUE					
				DLL FINANCE LLC			5,167.72 027988
8/20/20	00601	8/07/20 67734	202008 390-57200-46000		*	146.75	
		REPLACE SEALS,LIGHT CYLIN					
				ECOR INDUSTRIAL HYDRAULICS, INC.			146.75 027989
8/20/20	01394	8/07/20 62568623	202008 330-57200-54600		*	99.98	
		RENTAL					
				ECOLAB			99.98 027990
8/20/20	01033	8/18/20 11306	202008 310-57200-45000		*	127.00	
		LEASED EQUIPMENT MULCHER					
				EGIS INSURANCE ADVISORS LLC			127.00 027991
8/20/20	00108	8/20/20 00034512	202008 320-57200-48000		*	684.95	
		NOTICES IN PAPERS					
				FLORIDA TODAY			684.95 027992

VIER --VIERA EAST-- HSMITH

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/17/20 PAGE 2
 *** CHECK DATES 08/20/2020 - 09/17/2020 *** VIERA EAST- GOLF COURSE
 BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/20/20	00076	8/07/20 582783	202008 300-13100-10500	GAS UTILITIES	*	174.10	
				FLORIDA CITY GAS			174.10 027993
8/20/20	01391	8/18/20 6360	202008 390-57200-46000	PARTS, SWITCH/PT	*	41.26	
				FLORIDA COAST EQUIPMENT INC			41.26 027994
8/20/20	00035	8/11/20 08112020	202008 330-57200-43000	ELECTRIC	*	707.03	
		8/11/20 08112020	202008 340-57200-43000	ELECTRIC	*	707.03	
		8/11/20 08112020	202008 320-57200-43000	ELECTRIC	*	26.41	
		8/11/20 08112020	202008 390-57200-43000	ELECTRIC	*	1,571.77	
		8/11/20 08112020	202008 300-13100-10000	ELECTRIC	*	392.94	
		8/11/20 08112020	202008 350-57200-43000	ELECTRIC	*	697.39	
		8/11/20 08112020	202008 320-57200-43000	ELECTRIC	*	61.23	
		8/11/20 08112020	202008 300-11500-10000	ELECTRIC	*	27.51	
				FPL			4,191.31 027995
8/20/20	00587	8/11/20 613159	202008 390-57200-46100	OIL AND GAS	*	578.46	
		8/11/20 613159	202008 300-13100-10000	OIL AND GAS	*	284.90	
		8/11/20 613160	202008 390-57200-46100	OIL AND GAS	*	958.93	
		8/11/20 613160	202008 300-13100-10000	OIL AND GAS	*	472.30	
				GLOVER OIL COMPANY INC			2,294.59 027996
8/20/20	01372	8/03/20 27537232	202008 320-57200-34100	MONTHLY PAYMENT	*	120.32	
		8/03/20 27537232	202008 300-13100-10000	MONTHLY PAYMENT	*	120.31	
				GREAT AMERICA FINANCIAL SVCS			240.63 027997
8/20/20	01127	8/12/20 00100016	202008 300-13100-10000	HEALTH INSURANCE	*	2,261.31	
		8/12/20 00100016	202008 300-13100-10000	HEALTH INSURANCE	*	1,389.05	

VIER --VIERA EAST-- HSMITH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		8/12/20	00100016 202008 390-57200-22000	HEALTH INSURANCE	*	3,811.68	
				HEALTHFIRST HEALTH PLAN			7,462.04 027998
8/20/20	00159	8/17/20	70905 202008 390-57200-49800	BOX OF MASKS	*	39.54	
				ISLANDER GOLF SUPPLY, INC.			39.54 027999
8/20/20	01115	8/12/20	8149594 202008 390-57200-46000	SHRINK TUBING	*	29.50	
		8/17/20	8158575 202008 390-57200-46000	MATERIALS/SUPPLIES	*	589.97	
				KIMBALL MIDWEST			619.47 028000
8/20/20	00914	8/13/20	61722 202008 320-53800-60000	10-14' TREES	*	3,575.10	
				LANDSCAPE DEPOT OF BREVARD			3,575.10 028001
8/24/20	00914	8/13/20	61722 202008 320-53800-60000	10-14' TREES	V	3,575.10-	
				LANDSCAPE DEPOT OF BREVARD			3,575.10-028001
8/20/20	01189	8/14/20	7078 202008 320-57200-48000	1/2 PAGE ADVERTISEMENT	*	350.00	
				MAVERICK MULTIMEDIA INC			350.00 028002
8/20/20	00180	8/06/20	134809 202008 390-57200-46000	OIL AND AIR FILTERS	*	271.60	
		8/06/20	134818 202008 390-57200-46000	FUEL FILTER	*	50.04	
		8/07/20	1349 202008 390-57200-46000	CREDIT HYDRAULIC FILTER	*	95.77-	
				NAPA AUTO PARTS			225.87 028003
8/20/20	01358	7/31/20	08051260 202008 390-57200-46000	HIGH/LOW AIR PRESSURE	*	28.90	
				NEXAIR, LLC			28.90 028004
8/20/20	01363	8/18/20	50356 202008 390-57200-47100	GSP PAYMENT/IRRIGATION CP	*	348.00	
				RAIN BIRD INTERNATIONAL, INC.			348.00 028005
8/20/20	01334	8/06/20	10222024 202008 390-57200-47100	VALVE BOX, OVERLAP ICV	*	47.66	
		8/12/20	10236704 202008 390-57200-47100	LEAF RAKE, TURF PAINT,ETC	*	178.97	
				SITEONE LANDSCAPE SUPPLY, LLC			226.63 028006

VIER --VIERA EAST-- HSMITH

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/17/20
 *** CHECK DATES 08/20/2020 - 09/17/2020 *** VIERA EAST- GOLF COURSE
 BANK B VIERA EAST-GOLF

PAGE 4

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
8/20/20	01210	8/15/20 80593545	202008 320-57200-51000	SUPPLIES	*	128.57	
				STAPLES ADVANTAGE			128.57 028007
8/20/20	01366	8/08/20 6634676	202008 390-57200-54600	CUSHMAN HAULER PAYMENT	*	419.64	
		8/08/20 6634676	202008 390-57200-54600	TORO SAND PRO PAYMENT	*	430.63	
				TCF NATIONAL BANK			850.27 028008
8/20/20	01492	8/07/20 080720	202008 390-57200-47100	RAIN BIRD HEADS	*	646.20	
		8/07/20 080720	202008 300-15500-10000	RAIN BIRD HEADS	*	1,292.40	
				TURFTRONICS, INC.			1,938.60 028009
8/20/20	01454	8/10/20 63417789	202008 300-13100-10000	HEALTHCARE	*	161.55	
		8/10/20 63417789	202008 300-13100-10000	HEALTHCARE	*	200.65	
		8/10/20 63417789	202008 340-57200-22000	HEALTHCARE	*	42.50	
		8/10/20 63417789	202008 390-57200-22000	HEALTHCARE	*	655.91	
				UHS PREMIUM BILLING			1,060.61 028010
8/20/20	01357	8/14/20 08142020	202008 350-57200-51300	CLUBHOUSE DRIVE	*	32.30	
				VIERA EAST GOLF COURSE DISTRICT			32.30 028011
8/24/20	01357	8/14/20 08142020	202008 350-57200-51300	CLUBHOUSE DRIVE	V	32.30-	
				VIERA EAST GOLF COURSE DISTRICT			32.30-028011
8/20/20	00117	8/10/20 40970924	202008 390-57200-46000	SCOTCHCASE #4, SIZE A	*	331.64	
		8/11/20 40971206	202008 390-57200-46000	SWITCH-ROCKER	*	228.15	
		8/12/20 40971522	202008 390-57200-46000	SWITCH-ROCKER	*	51.19	
				WESCOTURF INC.			610.98 028012
8/27/20	00782	8/20/20 46928	202008 340-57200-51100	CLEANING MATS	*	25.50	
		8/20/20 46928	202008 320-57200-51100	CLEANING MATS	*	74.59	

VIER --VIERA EAST-- HSMITH

AP300R

*** CHECK DATES 08/20/2020 - 09/17/2020 *** YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/17/20

PAGE 5

VIERA EAST- GOLF COURSE
BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		8/21/20	44037-00	202008 340-57200-51100	*	25.50	
			LINENS				
		8/21/20	44037-00	202008 320-57200-51100	*	74.59	
			LINENS				
				A LINEN CONNECTION			200.18 028013
8/27/20	01485	8/20/20	90942414	202008 300-14200-10000	*	120.75	
			GOLF BALLS				
				ACUSHNET COMPANY			120.75 028014
8/27/20	01413	8/17/20	90939407	202008 300-14200-10000	*	120.75	
			GOLF BALLS				
				ACUSHNET COMPANY			120.75 028015
8/27/20	00024	8/18/20	08182020	202008 390-57200-43000	*	596.95	
			WATER UTILITIES				
		8/18/20	08182020	202008 320-57200-43000	*	142.37	
			WATER UTILITIES				
		8/18/20	08182020	202008 330-57200-43000	*	142.37	
			WATER UTILITIES				
		8/18/20	08182020	202008 340-57200-43000	*	142.37	
			WATER UTILITIES				
				CITY OF COCOA UTILITIES			1,024.06 028016
8/27/20	01333	8/15/20	08152020	202008 300-34700-00714	*	241.98	
			DG OWED BY VECDD				
		8/15/20	08152020	202008 300-13100-10500	*	174.10-	
			FLORIDA				
				DIVOTS GRILLE			67.88 028017
8/27/20	00655	8/19/20	761089-0	202008 390-57200-51200	*	92.82	
			WINCH STRAP,GLOVES,ETC.				
				FORESTRY SUPPLIERS INC.			92.82 028018
8/27/20	00587	8/21/20	615801	202008 390-57200-46100	*	271.31	
			DIESEL GAS OIL				
		8/21/20	615801	202008 300-13100-10000	*	133.63	
			DIESEL GAS OIL				
		8/21/20	615802	202008 390-57200-46100	*	415.85	
			OIL AND GAS				
		8/21/20	615802	202008 300-13100-10000	*	204.81	
			OIL AND GAS				
				GLOVER OIL COMPANY INC			1,025.60 028019
8/27/20	01324	8/16/20	08162020	202008 320-57200-34100	*	12.99	
			AMAZON PRIME				

VIER --VIERA EAST-- HSMITH

AP300R

*** CHECK DATES 08/20/2020 - 09/17/2020 *** YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/17/20

PAGE 6

VIERA EAST- GOLF COURSE
BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		8/16/20	08162020 202008 320-57200-41000	CRICKET WIRELESS	*	106.00	
		8/16/20	08162020 202008 320-57200-51000	COMPUTER TOWER/AMAZON	*	282.90	
		8/16/20	08162020 202008 320-57200-51100	SMOKING AREA SIGN	*	21.86	
		8/16/20	08162020 202008 390-57200-46000	EQUIPMENT	*	184.20	
		8/16/20	08162020 202008 350-57200-46300	WATER HOSE/AMAZON	*	53.99	
		8/16/20	08162020 202008 390-57200-51100	SANDBAGS/AMAZON	*	31.99	
		8/16/20	08162020 202008 320-57200-51000	CHAIRS/AMAZON	*	350.61	
		8/16/20	08162020 202008 390-57200-51100	CROSSWALK SIGN/AMAZON	*	87.96	
		8/16/20	08162020 202008 320-57200-41000	CRICKET WIRELESS	*	121.88	
				REGIONS BANK			1,254.38 028020
8/27/20	01334	8/24/20	10268638 202008 390-57200-47500	LIQUID PLANT GROWTH	*	580.00	
				SITEONE LANDSCAPE SUPPLY, LLC			580.00 028021
8/27/20	00399	9/01/20	09012020 202008 320-57200-34100	TERMITE WARRANTY RENEWAL	*	325.00	
				SLUG-A-BUG			325.00 028022
8/27/20	01476	8/20/20	INVPS002 202008 390-57200-47500	FUEL/SUPPLIES	*	310.00	
				TARGET SPECIALTY PRODUCTS			310.00 028023
8/27/20	01366	8/14/20	6645104 202008 390-57200-54600	2019 CUSHMAN HAULER 800X	*	248.00	
		8/14/20	6645104 202008 350-57200-46100	2020 EZGO RXV ELITE	*	6,552.90	
		8/19/20	6650230 202008 390-57200-54600	TORO TURF PACKAGE	*	5,115.96	
		8/20/20	6651356 202008 390-57200-54600	KUBOTA PAYMENT	*	372.48	
		8/20/20	6652134 202008 350-57200-46100	2016 CUSHMAN OASIS PYMNT	*	242.41	
				TCF NATIONAL BANK			12,531.75 028024
8/27/20	00117	8/18/20	40972698 202008 390-57200-46000	SUPPLIES	*	228.37	

VIER --VIERA EAST-- HSMITH

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/17/20
 *** CHECK DATES 08/20/2020 - 09/17/2020 ***
 VIERA EAST- GOLF COURSE
 BANK B VIERA EAST-GOLF

PAGE 7

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		8/19/20 40973032	202008 390-57200-46000		*	39.23	
		PLATE SPINDLE					
		WESCOTURF INC.					267.60 028025
8/27/20 01121		8/27/20 08272020	202008 300-20700-10000		*	92,462.07	
		GF BALANCE THRU AUG 2020					
		VIERA EAST CDD					92,462.07 028026
8/27/20 00158		8/11/20 SO-53652	202008 390-57200-47500		*	84.00	
		GATOR PERFORM ZINC					
		HOWARD FERTILIZER CO.,INC.					84.00 028027
9/03/20 00024		8/19/20 08192020	202008 320-57200-43000		*	70.73	
		UTILITIES/WATER					
		CITY OF COCOA UTILITIES					70.73 028028
9/03/20 01132		8/21/20 36826630	202008 300-13100-10000		*	173.16	
		INV 36826630901749					
		8/21/20 36826630	202008 300-13100-10000		*	151.13	
		INV 36826630901749					
		8/21/20 36826630	202008 390-57200-22000		*	313.52	
		INV 36826630901749					
		COLONIAL LIFE					637.81 028029
9/03/20 01388		8/25/20 AR541585	202008 390-57200-54600		*	115.42	
		ADVERTISING					
		DEX IMAGING					115.42 028030
9/03/20 00947		8/28/20 9794216	202008 390-57200-46500		*	76.96	
		PEST CONTROL					
		8/28/20 9794216	202008 330-57200-46400		*	95.11	
		PEST CONTROL					
		8/28/20 9794216	202008 340-57200-46400		*	95.11	
		PEST CONTROL					
		ECOLAB PEST ELIMINATION					267.18 028031
9/03/20 00030		8/25/20 7-104-31	202008 320-57200-42000		*	114.80	
		SHIPPING					
		FEDEX					114.80 028032
9/03/20 01355		9/01/20 12825	202009 350-57200-46100		*	702.00	
		IPAR 7 PRO LEASE PAYMENT					
		9/01/20 13010	202009 350-57200-46300		*	110.00	
		REPLACE LCD SCREEN ON GPS					
		GPS TECHNOLOGIES, INC.					812.00 028033
VIER --VIERA EAST-- HSMITH							

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/17/20 PAGE 8
 *** CHECK DATES 08/20/2020 - 09/17/2020 *** VIERA EAST- GOLF COURSE
 BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/03/20	00159	8/24/20 70932	202008 390-57200-51100	WORK GLOVES	*	9.52	
				ISLANDER GOLF SUPPLY, INC.			9.52 028034
9/03/20	01439	8/28/20 1321	202008 390-57200-47100	PREVENTATIVE MAINTENANCE	*	550.00	
				PRESSURE AND FLOW			550.00 028035
9/03/20	00176	8/31/20 3055288	202008 390-57200-46000	BATTERY/SUPPLIES	*	96.20	
		8/31/20 52122837	202008 390-57200-46000	BATTERIES	*	103.37	
				ROYAL BATTERY DISTRIBUTORS			199.57 028036
9/03/20	01334	8/31/20 10284640	202008 390-57200-47500	LANDSCAPE SUPPLIES	*	564.42	
				SITEONE LANDSCAPE SUPPLY, LLC			564.42 028037
9/03/20	01210	8/29/20 80595086	202008 320-57200-51000	SUPPLIES	*	113.51	
				STAPLES ADVANTAGE			113.51 028038
9/03/20	01366	8/24/20 6653854	202008 390-57200-54600	TORO WORKMAN HDX & PRO SW	*	652.34	
				TCF NATIONAL BANK			652.34 028039
9/03/20	01281	9/01/20 09012020	202009 390-57200-22500	GOLF COURSE CONSULT SRVCS	*	500.00	
				THOMAS TRAMMELL			500.00 028040
9/03/20	00807	8/04/20 91212189	202008 390-57200-54100	UNIFORMS	*	147.88	
		8/11/20 91212200	202008 390-57200-54100	UNIFORMS	*	147.88	
		8/18/20 91212212	202008 390-57200-54100	UNIFORMS	*	147.88	
		8/25/20 91212223	202008 390-57200-54100	UNIFORMS	*	147.88	
				UNIFIRST CORPORATION			591.52 028041
9/03/20	00068	8/26/20 9116480-	202008 320-57200-34100	TRASH HAULING AND DUMPING	*	351.94	
		8/26/20 9116878-	202008 390-57200-47900	TRASH HAULING AND DUMPING	*	140.82	
				WASTE MANAGEMENT			492.76 028042

VIER --VIERA EAST-- HSMITH

AP300R

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

RUN 9/17/20

PAGE 9

*** CHECK DATES 08/20/2020 - 09/17/2020 ***

VIERA EAST- GOLF COURSE
BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/03/20	01397	8/27/20 717377	202008 350-57200-46100	GOLF CAR PAYMENT	*	97.00	
		8/27/20 717435	202008 350-57200-46100	GOLF CAR PAYMENT	*	164.00	
				YAMAHA MOTOR FINANCE CORP, USA			261.00 028043
9/03/20	01380	9/03/20 1120	202009 320-57200-54500	NEW LAPTOP SETUP	*	190.00	
				BLACK HOLE MAKERS LLC			190.00 028044
9/03/20	01333	8/31/20 083120DG	202008 300-34700-00714	GIFT CARDS AUG16-31	*	216.71	
				DIVOTS GRILLE			216.71 028045
9/03/20	00483	8/25/20 6134 STM	202008 390-57200-47100	INV 912800-FKSUTB	*	10.77	
		8/25/20 6134 STM	202008 390-57200-47400	INV 920225-FLWIKG	*	170.40	
		8/25/20 6134 STM	202008 390-57200-47400	INV 920179-FLWIKI	*	70.87	
		8/25/20 6134 STM	202008 300-13100-10000	INV 902165-PMMCER	*	9.49	
		8/25/20 6134 STM	202008 390-57200-47400	INV 902857-FNELAW	*	82.07	
				LOWE'S			343.60 028046
9/17/20	00782	9/03/20 47907	202009 340-57200-51100	MATS	*	25.50	
		9/03/20 47907	202009 320-57200-51100	MATS	*	74.59	
		9/17/20 48882	202009 340-57200-51100	MATS	*	25.50	
		9/17/20 48882	202009 320-57200-51100	MATS	*	74.59	
				A LINEN CONNECTION			200.18 028047
9/17/20	00448	9/14/20 10563135	202009 390-57200-46000	SUKUP JR'S	*	174.24	
				ATCO INTERNATIONAL			174.24 028048
9/17/20	01445	9/09/20 57117 SE	202009 390-57200-43000	CONTRACT 57117 SEPT	*	201.80	
		9/09/20 57117 SE	202009 300-13100-10000	CONTRACT 57117 SEPT	*	201.80	
		9/09/20 57117 SE	202009 320-57200-43000	CONTRACT 57117 SEPT	*	201.80	

VIER --VIERA EAST-- HSMITH

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/17/20 PAGE 10
 *** CHECK DATES 08/20/2020 - 09/17/2020 *** VIERA EAST- GOLF COURSE
 BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		9/09/20 57117 SE	202009 340-57200-43000		*	201.79	
		CONTRACT 57117 SEPT					
				BANLEACO			807.19 028049
9/17/20 01333		9/08/20 831219	202009 300-34700-00714		*	372.13	
		GIFT CARDS SEPT 1-15					
		9/08/20 831219	202009 300-13100-10500		*	158.05-	
		GIFT CARDS SEPT 1-15					
				DIVOTS GRILLE			214.08 028050
9/17/20 01335		9/10/20 20245668	202009 390-57200-54500		*	5,167.72	
		GC LEASE					
				DLL FINANCE LLC			5,167.72 028051
9/17/20 01493		9/09/20 09092020	202009 320-57200-46000		*	120.00	
		PAINTING 2 SIGNS USING					
				EMERALD GROUP ENTERPRISES			120.00 028052
9/17/20 01196		9/08/20 00023891	202009 320-57200-48000		*	350.00	
		SOCIAL MEDIA ELITE					
				E-Z-GO A TEXTRON COMPANY			350.00 028053
9/17/20 01477		8/31/20 03736048	202009 390-57200-47100		*	551.19	
		SWITCHES BOARD EXCHANGE					
		8/31/20 03736048	202009 390-57200-47100		V	551.19-	
		SWITCHES BOARD EXCHANGE					
				FISHKIND LITIGATION SERVICES, INC			.00 028054
9/17/20 01391		9/03/20 6549T	202009 390-57200-46000		*	595.19	
		Z TURN SUPPLIES SEPT					
		9/03/20 6549T	202009 300-15500-10000		*	595.20	
		Z TURN SUPPLIES OCT-NOV					
		9/10/20 6620T	202009 390-57200-46000		*	25.65	
		BUSHING T					
				FLORIDA COAST EQUIPMENT INC			1,216.04 028055
9/17/20 00035		9/10/20 33189 SE	202009 330-57200-43000		*	696.31	
		ACCOUNT 33189					
		9/10/20 33189 SE	202009 340-57200-43000		*	696.30	
		ACCOUNT 33189					
		9/10/20 42334 SE	202009 320-57200-43000		*	54.99	
		ACCOUNT 42334					
		9/10/20 42334 SE	202009 300-11500-10000		*	31.48	
		ACCOUNT 42334					
		9/10/20 45156 SE	202009 390-57200-43000		*	1,708.63	
		ACCOUNT 45156					

VIER --VIERA EAST-- HSMITH

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/17/20

PAGE 11

*** CHECK DATES 08/20/2020 - 09/17/2020 ***

VIERA EAST- GOLF COURSE
BANK B VIERA EAST-GOLF

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		9/10/20 45156 SE	202009 300-13100-10000		*	427.15	
		ACCOUNT 45156					
		9/10/20 52104 SE	202009 340-57200-43000		*	650.00	
		ACCOUNT 52104					
		9/10/20 57086 SE	202009 320-57200-43000		*	25.93	
		ACCOUNT 57086					
			FPL				4,290.79 028056
9/17/20	00587	9/04/20 606370	202009 300-13100-10000		*	115.54	
		INV 606370 DIESEL					
		9/04/20 606370	202009 390-57200-46100		*	234.60	
		INV 606370 DIESEL					
		9/04/20 606371	202009 390-57200-46100		*	411.77	
		INV 606371 CONV GAS					
		9/04/20 606371	202009 300-13100-10000		*	202.80	
		INV 606371 CONV GAS					
			GLOVER OIL COMPANY INC				964.71 028057
9/17/20	00158	9/04/20 001141 S	202009 390-57200-47500		*	678.00	
		FERT/CHEMICALS SEPT					
		9/04/20 001141 S	202009 300-15500-10000		*	2,034.00	
		FERT/CHEM OCT-DEC					
			HOWARD FERTILIZER CO., INC.				2,712.00 028058
9/17/20	01420	9/14/20 85	202009 300-13100-10000		*	50.00	
		GROUND PALM STUMP					
		9/14/20 85	202009 390-57200-47400		*	50.00	
		GROUND PALM AT PARK					
			LELAND'S TREE SERVICE				100.00 028059
9/17/20	01350	8/31/20 18343254	202009 350-57200-46100		*	235.79	
		GOLF BALL DISPENSING MACH					
		8/31/20 18343254	202009 300-13100-10000		*	511.54	
		FIRE AND BURGLARY ALARMS					
			MARLIN BUSINESS BANK				747.33 028060
9/17/20	00180	9/08/20 140941	202009 390-57200-46000		*	89.97	
		BEARING					
			NAPA AUTO PARTS				89.97 028061
9/17/20	01358	8/31/20 08134105	202009 390-57200-46000		*	28.90	
		CYLINDER RENTAL					
			NEXAIR, LLC				28.90 028062
9/17/20	00127	9/02/20 615410	202009 390-57200-46000		*	179.82	
		OLD BEV CART SUPPLIES					

VIER --VIERA EAST-- HSMITH

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/17/20
 *** CHECK DATES 08/20/2020 - 09/17/2020 ***
 VIERA EAST- GOLF COURSE
 BANK B VIERA EAST-GOLF

PAGE 12

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		9/02/20 615457	202009 390-57200-47500		*	215.44	
			TRIGGERJET SPRAY GUN				
		9/08/20 615583	202009 390-57200-46000		*	29.37	
			HEAD GASKET CC 350CC				
			PRECISION				424.63 028063
9/17/20 00603		9/02/20 132963	202009 390-57200-46000		*	88.85	
			EXTENDED CHAIN SAW				
			ROCKLEDGE MOWER & SERVICE				88.85 028064
9/17/20 00130		8/11/20 32230782	202009 340-57200-51100		*	661.54	
			CLEANING/MISC SUPPLIES				
			SYSO				661.54 028065
9/17/20 01476		9/08/20 INVP5002	202009 390-57200-47500		*	480.00	
			NUTRIFENCE SEPT				
		9/08/20 INVP5002	202009 300-15500-10000		*	480.00	
			NUTRIFENCE OCT				
			TARGET SPECIALTY PRODUCTS				960.00 028066
9/17/20 01468		9/02/20 1201	202009 390-57200-47500		*	230.00	
			EVERGREEN/ MICRONUTRIENTS				
			TBT TURF SERVICES, LLC				230.00 028067
9/17/20 01366		8/29/20 6663727	202009 390-57200-54500		*	1,065.98	
			TORO REEIMASTER 5010-H				
		9/07/20 6672694	202009 390-57200-54600		*	419.64	
			CUSHMAN HAULER 800X				
		9/07/20 6672694	202009 390-57200-54600		*	430.63	
			TORO SAND PRO				
			TCF NATIONAL BANK				1,916.25 028068
9/17/20 00117		8/27/20 40974668	202009 390-57200-46000		*	315.76	
			DECK CHAMB/PLATE SEPT				
		8/27/20 40974668	202009 300-15500-10000		*	631.52	
			DECK CH/PLATE OCT-NOV				
		8/27/20 40974669	202009 390-57200-46000		*	140.13	
			FWY SUPPLIES				
		9/02/20 40975734	202009 390-57200-46000		*	140.20	
			CABLE CLUTCH				
		9/04/20 40976332	202009 390-57200-46000		*	319.72	
			BEARING BALL				
		9/10/20 40977166	202009 390-57200-46000		*	159.12	
			YOKE AND BUSHING ASM				
			WESCOTURF INC.				1,706.45 028069
			TOTAL FOR BANK B			168,581.26	
			VIER --VIERA EAST-- HSMITH				

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/17/20 PAGE 13
 *** CHECK DATES 08/20/2020 - 09/17/2020 *** VIERA EAST- GOLF COURSE
 BANK B VIERA EAST-GOLF

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
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TOTAL FOR REGISTER							168,581.26	
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VIER --VIERA EAST-- HSMITH

SECTION B



**Viera East
Community Development
District**

Unaudited Financial Reporting

August 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 Series 2006 Income Statement</u>
8	<u>Debt Service Series 2020 Income Statement</u>
9	<u>Capital Projects Series 2020 Income Statement</u>
10-13	<u>Golf Course Income Statement</u>
14-15	<u>Month by Month- General Fund</u>
16-18	<u>Month by Month- Golf Course</u>
19	<u>Month by Month- Proshop</u>
20	<u>Long Term Debt Report</u>
21	<u>FY2019 Tax Receipt Schedule</u>

Viera East
Community Development District
 Combined Balance Sheet
 August 31, 2020

Governmental Fund Types

	<u>General</u>	<u>Capital Reserve</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Golf Course/Recreation</u>	<u>Totals</u> <u>(memorandum only)</u>
<u>Assets</u>						
Operating Account	\$216,669	\$136,101	---	---	\$316,976	\$669,746
Accounts Receivable	---	---	---	---	\$1,303	\$1,303
Rent Receivable	---	---	---	---	\$1,314	\$1,314
Due From Golf Course	\$98,869	---	---	---	---	\$98,869
Due From General Fund	---	---	---	---	\$28,010	\$28,010
Due From Capital Reserve	\$716	---	---	---	\$27,087	\$27,804
Due from Debt Service	\$11,030	---	---	---	\$22,922	\$33,953
Due from Other	---	---	---	---	\$2,678	\$2,678
Due from Capital Projects	---	---	---	---	\$750	\$750
Inventory - Pro Shop	---	---	---	---	\$73,591	\$73,591
<u>Investments:</u>						
State Board	---	\$114,629	---	---	---	\$114,629
Benefit Assessment- Series 2012	---	---	---	---	\$4,085	\$4,085
Reserve - Series 2012	---	---	---	---	\$280,147	\$280,147
Bond Service- Series 2006	---	---	\$509,189	---	---	\$509,189
Reserve- Series 2020	---	---	\$234,592	---	---	\$234,592
Temporary Interest Series 2020	---	---	\$413,910	---	---	\$413,910
Project- Series 2020	---	---	---	\$6,034,452	---	\$6,034,452
Cost of Issuance- Series 2020	---	---	---	\$55,074	---	\$55,074
Improvements (Net of Depreciation)	---	---	---	---	\$1,191,838	\$1,191,838
Prepaid Expenses- Debt	---	---	---	---	\$34,167	\$34,167
Prepaid Expenses- Operations	\$4,393	---	---	---	\$39,794	\$44,187
Total Assets	\$331,677	\$250,731	\$1,157,691	\$6,089,525	\$2,024,662	\$9,854,287
<u>Liabilities</u>						
Accounts Payable	\$2,745	\$5,000	---	---	\$4,262	\$12,007
Accrued Expenses	\$15,974	---	---	---	\$2,156	\$18,131
Deferred Revenue- Season Advance	---	---	---	---	\$61,608	\$61,608
Deferred Revenue- Special Assessments O&M	---	---	---	---	\$1,877	\$1,877
Deferred Revenue- Special Assessments Debt	---	---	---	---	\$53,081	\$53,081
Deposit-Divots Grill	---	---	---	---	\$2,000	\$2,000
Due to General Fund	---	\$716	\$11,030	---	\$98,869	\$110,616
Accrued Interest Payable	---	---	---	---	\$52,276	\$52,276
Sales Tax Payable	---	---	---	---	\$10,475	\$10,475
Event Deposits	---	---	---	---	\$298	\$298
Due to Golf Course	\$28,010	\$27,087	\$22,922	---	---	\$78,019
Accrued Payroll Payable	\$11,218	---	---	---	\$26,206	\$37,424
Bonds Payable - Series 2012	---	---	---	---	\$3,305,000	\$3,305,000
Bond Discount	---	---	---	---	(\$15,817)	(\$15,817)
Deferred Loss	---	---	---	---	(\$159,029)	(\$159,029)
<u>Fund Equity</u>						
Net Assets	---	---	---	---	(\$1,418,598)	(\$1,418,598)
<u>Fund Balances</u>						
Assigned - First Quarter	\$176,000	---	---	---	---	\$176,000
Nonspendable - Prepaid Expense	\$4,393	---	---	---	---	\$4,393
Unassigned	\$93,337	---	---	---	---	\$93,337
Assigned- Capital Reserve Fund	---	\$217,927	---	---	---	\$217,927
Restricted for Capital Projects	---	---	---	\$6,089,525	---	\$6,089,525
Restricted for Debt Service	---	---	\$1,123,738	---	---	\$1,123,738
Total Liabilities, Fund Equity, Other	\$331,677	\$250,731	\$1,157,691	\$6,089,525	\$2,024,662	\$9,854,287

Viera East
Community Development District
 General Fund

Statement of Revenues & Expenditures
 For Period Ending August 31, 2020

	Adopted Budget	Prorated Budget 8/31/20	Actual 8/31/20	Variance
<u>Revenues</u>				
Maintenance Assessments	\$808,157	\$808,157	\$808,157	\$1
Golf Course Administrative Services	\$56,280	\$51,590	\$51,590	\$0
Interest Income	\$100	\$92	\$5	(\$87)
Total Revenues	\$864,536	\$859,838	\$859,752	(\$86)
<u>Administrative Expenditures</u>				
Supervisors Fees	\$30,496	\$27,955	\$21,758	\$6,197
Engineering Fees	\$5,000	\$4,583	\$5,905	(\$1,322)
Attorney's Fees	\$5,000	\$4,583	\$7,041	(\$2,457)
Dissemination	\$1,000	\$917	\$1,000	(\$83)
Trustee Fees	\$5,600	\$5,133	\$5,489	(\$356)
Annual Audit	\$6,500	\$5,958	\$6,233	(\$275)
Collection Agent	\$2,500	\$2,292	\$2,292	\$0
Management Fees	\$100,440	\$92,070	\$92,070	\$0
Postage	\$1,500	\$1,375	\$2,578	(\$1,203)
Printing & Binding	\$2,500	\$2,292	\$1,232	\$1,060
Insurance- Liability	\$7,293	\$6,685	\$6,230	\$456
Legal Advertising	\$2,500	\$2,292	\$1,791	\$501
Other Current Charges	\$1,500	\$1,375	\$1,217	\$158
Office Supplies	\$3,000	\$2,750	\$384	\$2,366
Dues & Licenses	\$175	\$160	\$161	(\$0)
Information Technology	\$3,400	\$3,117	\$3,117	\$0
Total Administrative	\$178,404	\$163,537	\$158,496	\$5,041

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

	Adopted Budget	Prorated Budget 8/31/20	Actual 8/31/20	Variance
<u><i>Operating Expenditures</i></u>				
Salaries	\$141,817	\$129,999	\$132,245	(\$2,246)
Administrative Fee	\$1,566	\$1,436	\$1,490	(\$54)
FICA Expense	\$10,849	\$9,945	\$9,246	\$699
Employee Insurance	\$8,551	\$7,838	\$13,955	(\$6,117)
Workers Compensation	\$2,780	\$2,548	\$3,612	(\$1,064)
Unemployment	\$853	\$782	\$840	(\$58)
Other Contractual	\$7,000	\$6,417	\$7,755	(\$1,338)
Training	\$500	\$458	\$0	\$458
Uniforms	\$500	\$458	\$0	\$458
Total Operating	\$174,416	\$159,881	\$169,143	(\$9,262)
<u><i>Maintenance Expenditures</i></u>				
Canal Maintenance	\$14,000	\$12,833	\$0	\$12,833
Lake Bank Restoration	\$60,000	\$55,950	\$55,950	\$0
Environmental Services	\$20,000	\$18,333	\$5,929	\$12,404
Water Management System	\$99,000	\$90,750	\$91,651	(\$901)
Control Burns	\$15,000	\$13,750	\$0	\$13,750
Contingencies	\$5,000	\$4,583	\$985	\$3,598
Fire Line Maintenance	\$5,000	\$4,583	\$1,275	\$3,308
Basin Repair	\$4,000	\$3,667	\$1,585	\$2,082
Total Maintenance	\$222,000	\$204,450	\$157,375	\$47,075

Viera East

Community Development District

General Fund

Statement of Revenues & Expenditures
For Period Ending August 31, 2020

	Adopted Budget	Prorated Budget 8/31/20	Actual 8/31/20	Variance
<u>Grounds Maintenance Expenditures</u>				
Salaries	\$154,278	\$141,422	\$129,665	\$11,756
Administrative Fees	\$3,695	\$3,387	\$3,308	\$79
FICA	\$11,802	\$10,819	\$9,620	\$1,198
Health Insurance	\$16,867	\$15,461	\$15,266	\$195
Workers Compensation	\$3,024	\$2,772	\$3,541	(\$769)
Unemployment	\$2,120	\$1,943	\$1,929	\$14
Telephone	\$5,000	\$4,583	\$5,717	(\$1,133)
Utilities	\$5,000	\$4,583	\$6,070	(\$1,487)
Property Appraiser	\$1,990	\$1,990	\$1,988	\$3
Insurance	\$1,395	\$1,279	\$1,386	(\$107)
Repairs	\$12,000	\$11,000	\$27,063	(\$16,063)
Fuel	\$7,500	\$6,875	\$12,666	(\$5,791)
Park Maintenance	\$3,000	\$2,750	\$1,305	\$1,445
Sidewalk Maintenance	\$5,000	\$5,000	\$11,118	(\$6,118)
Chemicals	\$5,000	\$4,583	\$3,058	\$1,525
Contingencies	\$5,000	\$4,583	\$1,285	\$3,298
Refuse	\$8,000	\$7,333	\$5,346	\$1,987
Office Supplies	\$750	\$688	\$176	\$511
Uniforms	\$3,000	\$2,750	\$2,326	\$424
Fire Alarm System	\$4,000	\$3,667	\$2,131	\$1,535
Rain Bird Pump System	\$27,576	\$25,278	\$22,985	\$2,293
Total Grounds Maintenance	\$285,997	\$262,746	\$267,950	(\$5,203)
Total Expenditures	\$860,817	\$790,615	\$752,964	\$37,651
Operating Income (Loss)	\$3,719	\$69,223	\$106,788	(\$37,737)
<u>Non Operating Revenues/(Expenditures)</u>				
Reserve Funding- Transfer Out (Capital Reserve)	(\$3,719)	(\$3,409)	(\$3,409)	\$0
Reserve Funding- Transfer Out (Excess)	\$0	\$0	\$0	\$0
Total Non Operating Revenues/(Expenditures)	(\$3,719)	(\$3,409)	(\$3,409)	\$0
Excess Revenue/(Expenditures)	(\$0)	\$65,814	\$103,379	(\$37,737)
Beginning Fund Balance	\$0		\$172,649	
Ending Fund Balance	\$0		\$276,028	

Viera East

Community Development District

Capital Reserve Fund
Statement of Revenues & Expenditures
For Period Ending August 31, 2020

	Adopted Budget	Prorated Budget 8/31/20	Actual 8/31/20	Variance
Revenues				
Interest Income	\$2,500	\$2,292	\$3,071	\$779
Reserve Funding - Transfer In (General)	\$3,719	\$3,409	\$3,407	(\$2)
Reserve Funding - Transfer In (Golf)	\$7,940	\$7,278	\$13,129	\$5,851
Reserve Funding - Transfer In (General Excess)	\$0	\$0	\$0	\$0
Total Revenues	\$14,159	\$12,979	\$19,606	\$6,627
Expenditures				
Capital Outlay	\$100,000	\$100,000	\$62,466	\$37,534
Truck Maintenance	\$25,000	\$0	\$0	\$0
Transfer Out	\$0	\$0	\$0	\$0
Total Expenditures	\$125,000	\$100,000	\$62,466	\$37,534
Excess Revenues/(Expenditures)	(\$110,841)		(\$42,859)	
Beginning Fund Balance	\$283,792		\$260,786	
Ending Fund Balance	\$172,950		\$217,927	

Viera East
Community Development District

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

Check Date	Vendor	Detail	Amount
<u>Capital Outlay</u>			
<i>FY2020</i>			
11/27/19	Fishkind Litigation Services	Market Study 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
8/20/20	Landscape Depot of Brevard Inc	10-14' Trees	\$ 3,575.10
8/20/20	Landscape Depot of Brevard Inc	Palm, Foxtail Single	\$ 323.91
8/20/20	Ring Power Corp	Caterpillar Wheel Loader	\$ 80,767.73
8/20/20	Aqua Turf International	Irrigation Designer	\$ 5,000.00
8/20/20	Capital Projects Fund	Refund for Litigation & COI Expenses	\$ (128,733.73)
8/20/20	Regions Bank	Wire Fee	\$ 15.00
Total			\$ 62,465.49

Viera East

Community Development District

Debt Service Fund Series 2006
Statement of Revenues & Expenditures
For Period Ending August 31, 2020

	Adopted Budget	Prorated Budget 8/31/20	Actual 8/31/20	Variance
<u>Revenues</u>				
Special Assessments	\$2,376,297	\$2,376,297	\$2,376,297	\$0
Interest Income	\$1,500	\$1,375	\$955	(\$420)
Total Revenues	\$2,377,797	\$2,377,672	\$2,377,252	(\$420)
<u>Expenditures</u>				
<u>Series 2006</u>				
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
Total Expenditures	\$2,389,438	\$2,389,438	\$2,389,438	\$0
Excess Revenues/(Expenditures)	(\$11,641)		(\$12,185)	
Beginning Fund Balance	\$466,966		\$487,421	
Ending Fund Balance	\$455,326		\$475,236	

Viera East

Community Development District

Debt Service Fund Series 2020
Statement of Revenues & Expenditures
For Period Ending August 31, 2020

	Adopted Budget	Prorated Budget 8/31/20	Actual 8/31/20	Variance
<u>Revenues</u>				
Bond Proceeds	\$0	\$0	\$648,501	\$648,501
Interest Income	\$0	\$0	\$1	\$1
Total Revenues	\$0	\$0	\$648,502	\$648,502
<u>Expenditures</u>				
<u>Series 2020</u>				
Interest-11/1	\$0	\$0	\$0	\$0
Interest-5/1	\$0	\$0	\$0	\$0
Principal-5/1	\$0	\$0	\$0	\$0
Total Expenditures	\$0	\$0	\$0	\$0
Excess Revenues/(Expenditures)	\$0		\$648,502	
Beginning Fund Balance	\$0		\$0	
Ending Fund Balance	\$0		\$648,502	

Viera East

Community Development District

Capital Projects Fund Series 2020
Statement of Revenues & Expenditures
For Period Ending August 31, 2020

	Actual 8/31/20
<u>Revenues</u>	
Bond Proceeds	\$7,036,499
Interest Income	\$14
Total Revenues	\$7,036,513
<u>Expenditures</u>	
Capital Outlay	\$338,147
Cost of Issuance	\$493,566
Underwriters Discount	\$115,275
Total Expenditures	\$946,988
 Excess Revenues/(Expenditures)	 \$6,089,525
 Beginning Fund Balance	 \$0
 Ending Fund Balance	 \$6,089,525

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

	Adopted Budget	Actuals	Current Month Budget	Variance	Actuals	Year-to-Date Budget	Variance
<i>Number of Rounds</i>							
Paid Rounds	35,250	2,894	2,503	391	35,536	33,470	2,066
Member Rounds	10,000	598	710	(112)	8,342	9,495	(1,153)
Comp Rounds	3,000	255	213	42	3,367	2,849	518
EZ Links	3,000	0	213	(213)	1,603	2,782	(1,179)
GolfNow	2,000	269	142	127	1,163	1,899	(736)
Total Memberships	60	1	-	1	64	60	4
<i>Revenue per Round</i>							
Paid Rounds	\$41	\$33	\$35	(\$2)	\$35	\$41	(\$7)
<i>Revenues</i>							
Greens Fees/Cart Fees	\$1,460,610	\$95,788	\$87,637	\$8,152	\$1,226,048	\$1,383,928	(\$157,880)
Gift Cards - Sales	\$25,000	\$309	\$1,500	(\$1,191)	\$7,129	\$23,688	(\$16,559)
Gift Cards - Usage	(\$25,000)	(\$959)	(\$1,500)	\$541	(\$12,033)	(\$23,688)	\$11,655
Season Advance/Trail Fees	\$210,000	\$16,523	\$12,600	\$3,923	\$196,919	\$198,975	(\$2,056)
Associate Memberships	\$42,000	\$1,659	\$2,520	(\$861)	\$34,839	\$39,795	(\$4,956)
Driving Range	\$80,000	\$6,594	\$4,800	\$1,794	\$69,572	\$75,800	(\$6,228)
Golf Lessons	\$2,100	\$175	\$126	\$49	\$1,865	\$1,990	(\$125)
Merchandise Sales	\$115,000	\$8,957	\$6,900	\$2,057	\$104,468	\$108,963	(\$4,494)
Restaurant	\$20,000	\$2,162	\$1,200	\$962	\$24,046	\$18,950	\$5,096
Special Assessments - Operations	\$22,527	\$1,877	\$1,879	(\$2)	\$20,650	\$20,648	\$2
Miscellaneous Income	\$15,000	\$2,621	\$1,251	\$1,370	\$22,653	\$13,749	\$8,904
Total Revenues	\$1,967,237	\$135,706	\$118,912	\$16,794	\$1,696,156	\$1,862,797	(\$166,641)
<i>Golf Course Expenditures</i>							
Other Contractual Services	\$15,000	\$1,424	\$1,251	(\$173)	\$13,789	\$13,749	(\$40)
Telephone/Internet	\$5,500	\$228	\$459	\$231	\$2,615	\$5,041	\$2,426
Postage	\$1,500	\$115	\$125	\$10	\$6,450	\$1,375	(\$5,075)
Printing & Binding	\$1,000	\$0	\$83	\$83	\$401	\$917	\$516
Utilities	\$15,500	\$1,352	\$1,293	(\$60)	\$13,149	\$14,207	\$1,058
Repairs & Maintenance	\$7,000	\$1,073	\$584	(\$489)	\$3,213	\$6,416	\$3,203
Advertising	\$45,000	\$2,085	\$3,753	\$1,668	\$26,625	\$41,247	\$14,622
Bank Charges	\$30,500	\$2,773	\$2,544	(\$229)	\$34,653	\$27,956	(\$6,696)
Office Supplies	\$4,000	\$876	\$334	(\$542)	\$3,400	\$3,666	\$267
Operating Supplies	\$5,000	\$246	\$417	\$171	\$3,067	\$4,583	\$1,516
Dues, Licenses & Subscriptions	\$8,000	\$0	\$667	\$667	\$7,371	\$7,333	(\$38)
Drug Testing - All Departments	\$200	\$0	\$17	\$17	\$190	\$183	(\$7)
Training, Education & Employee Relations	\$3,000	\$20	\$250	\$230	\$3,258	\$2,750	(\$508)
Contractual Security	\$3,000	\$200	\$250	\$50	\$1,784	\$2,750	\$966
IT Services	\$3,000	\$465	\$250	(\$215)	\$1,037	\$2,750	\$1,713
Total Golf Course Expenditures	\$147,200	\$10,856	\$12,276	\$1,421	\$121,002	\$134,924	\$13,922

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

	Adopted Budget	Current Month			Year-to-Date		
		Actuals	Budget	Variance	Actuals	Budget	Variance
<i>Restaurant Expenditures</i>							
Pest Control	\$1,200	\$95	\$85	(\$10)	\$1,141	\$1,139	(\$2)
Equipment Lease	\$1,100	\$100	\$78	(\$22)	\$1,076	\$1,044	(\$31)
Total Restaurant Expenditures	\$2,300	\$195	\$163	(\$32)	\$2,217	\$2,184	(\$33)
<i>Golf Operation Expenditures</i>							
Salaries	\$237,500	\$17,681	\$19,791	\$2,110	\$204,087	\$217,700	\$13,613
Administrative Fee	\$17,793	\$1,741	\$1,483	(\$258)	\$18,772	\$16,310	(\$2,463)
FICA Expense	\$18,781	\$1,353	\$1,565	\$212	\$15,601	\$17,215	\$1,614
Health Insurance	\$707	\$43	\$59	\$16	\$391	\$648	\$257
Workers Compensation	\$4,812	\$483	\$401	(\$82)	\$5,613	\$4,411	(\$1,202)
Unemployment	\$12,786	\$742	\$1,065	\$324	\$9,573	\$11,720	\$2,147
Golf Printing	\$2,200	\$0	\$183	\$183	\$1,206	\$2,017	\$811
Utilities	\$22,500	\$1,749	\$1,875	\$126	\$18,359	\$20,625	\$2,266
Repairs	\$250	\$0	\$21	\$21	\$145	\$229	\$85
Pest Control	\$1,200	\$95	\$100	\$5	\$1,141	\$1,100	(\$41)
Supplies	\$8,000	\$77	\$667	\$590	\$15,593	\$7,333	(\$8,260)
Uniforms	\$1,500	\$0	\$125	\$125	\$2,007	\$1,375	(\$632)
Training, Education & Employee Relations	\$2,000	\$0	\$167	\$167	\$260	\$1,833	\$1,573
Fuel	\$500	\$0	\$42	\$42	\$0	\$458	\$458
Cart Lease	\$90,753	\$7,056	\$7,563	\$506	\$73,224	\$83,190	\$9,967
Cart Maintenance	\$4,000	\$25	\$333	\$308	\$3,946	\$3,667	(\$279)
Driving Range	\$10,000	\$0	\$833	\$833	\$4,833	\$9,167	\$4,333
Total Golf Operation Expenditures	\$435,282	\$31,043	\$36,273	\$5,230	\$374,752	\$398,998	\$24,246
<i>Merchandise Sales</i>							
Cost of Goods Sold	\$77,000	\$4,696	\$6,417	\$1,721	\$87,084	\$70,583	(\$16,500)
Total Merchandise Sales	\$77,000	\$4,696	\$6,417	\$1,721	\$87,084	\$70,583	(\$16,500)

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

	Adopted Budget	Current Month			Year-to-Date		
		Actuals	Budget	Variance	Actuals	Budget	Variance
<i>Golf Course Maintenance</i>							
Salaries	\$470,000	\$35,728	\$39,167	\$3,439	\$389,336	\$430,833	\$41,498
Administrative Fees	\$11,867	\$920	\$989	\$69	\$10,009	\$10,878	\$870
FICA Expense	\$36,060	\$2,314	\$3,005	\$691	\$28,480	\$33,055	\$4,575
Employee Insurance	\$58,245	\$4,048	\$4,854	\$806	\$42,436	\$53,391	\$10,955
Workers Compensation	\$11,316	\$973	\$943	(\$30)	\$10,567	\$10,373	(\$194)
Unemployment	\$7,857	\$12	\$655	\$642	\$6,279	\$7,202	\$923
Drug Testing	\$420	\$0	\$35	\$35	\$0	\$385	\$385
Consulting Fees	\$6,000	\$500	\$500	\$0	\$5,500	\$5,500	\$0
Fire Alarm System	\$4,000	\$256	\$333	\$78	\$2,176	\$3,667	\$1,490
Telephone/Internet	\$500	\$0	\$42	\$42	\$0	\$458	\$458
Utilities/Water	\$26,200	\$2,371	\$2,183	(\$187)	\$24,470	\$24,017	(\$454)
Repairs	\$48,000	\$3,285	\$4,000	\$715	\$32,257	\$44,000	\$11,743
Fuel & Oil	\$40,000	\$2,225	\$3,333	\$1,109	\$25,720	\$36,667	\$10,947
Pest Control	\$1,000	\$77	\$83	\$6	\$1,174	\$917	(\$257)
Irrigation/Drainage	\$30,000	\$2,813	\$2,500	(\$313)	\$16,903	\$27,500	\$10,597
Sand and Topsoil	\$26,500	\$312	\$2,208	\$1,897	\$9,217	\$24,292	\$15,075
Flower/Mulch	\$7,000	\$323	\$583	\$260	\$8,850	\$6,417	(\$2,433)
Fertilizer	\$139,000	\$8,677	\$11,583	\$2,906	\$122,063	\$127,417	\$5,354
Seed/Sod	\$16,500	\$0	\$1,375	\$1,375	\$9,363	\$15,125	\$5,762
Trash Removal	\$2,000	\$381	\$167	(\$214)	\$1,930	\$1,833	(\$97)
Contingency	\$6,000	\$500	\$500	\$0	\$4,750	\$5,500	\$750
First Aid	\$600	\$244	\$50	(\$194)	\$1,287	\$550	(\$737)
Office Supplies	\$1,000	\$0	\$83	\$83	\$158	\$917	\$759
Operating Supplies	\$17,500	\$493	\$1,458	\$965	\$5,506	\$16,042	\$10,536
Training	\$500	\$93	\$42	(\$51)	\$2,023	\$458	(\$1,565)
Janitorial Supplies	\$1,500	\$0	\$125	\$125	\$30	\$1,375	\$1,345
Soil & Water Testing	\$1,000	\$0	\$83	\$83	\$0	\$917	\$917
Uniforms	\$8,500	\$592	\$708	\$117	\$7,380	\$7,792	\$412
Equipment Rental	\$2,500	\$0	\$208	\$208	\$0	\$2,292	\$2,292
Equipment Lease	\$163,000	\$12,522	\$13,583	\$1,061	\$156,901	\$149,417	(\$7,484)
Small Tools	\$500	\$0	\$42	\$42	\$0	\$458	\$458
Total Golf Course Maintenance	\$1,145,065	\$79,657	\$95,422	\$15,765	\$924,765	\$1,049,643	\$124,878

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

	Adopted Budget	Actuals	Current Month Budget	Variance	Actuals	Year-to-Date Budget	Variance
Administrative Expenditures							
Legal Fees	\$1,500	\$0	\$125	\$125	\$1,436	\$1,375	(\$61)
Arbitrage	\$600	\$20	\$50	\$30	\$430	\$550	\$120
Dissemination	\$1,000	\$83	\$83	\$0	\$917	\$917	\$0
Trustee Fees	\$4,100	\$489	\$342	(\$148)	\$3,610	\$3,758	\$148
Annual Audit	\$1,500	\$125	\$125	\$0	\$1,375	\$1,375	\$0
Golf Course Administrative Services	\$56,280	\$4,690	\$4,690	\$0	\$51,590	\$51,590	\$0
Insurance	\$70,000	\$5,628	\$5,833	\$206	\$61,494	\$64,167	\$2,672
Property Taxes	\$10,000	\$1,535	\$833	(\$701)	\$14,812	\$9,167	(\$5,645)
Total Administrative Expenditures	\$144,980	\$12,570	\$12,082	(\$488)	\$135,664	\$132,898	(\$2,765)
Total Revenues	\$1,967,237	\$135,706	\$118,912	\$16,794	\$1,696,156	\$1,862,797	(\$166,641)
Total Expenditures	\$1,951,827	\$139,016	\$162,633	\$23,616	\$1,645,483	\$1,789,230	\$143,746
Operating Income (Loss)	\$15,410	(\$3,310)	(\$43,720)	\$40,410	\$50,673	\$73,568	(\$22,895)
Non Operating Revenues/(Expenditures)							
Special Assessments	\$558,355	\$46,530	\$46,530	\$0	\$518,376	\$511,825	\$6,551
Interest Income	\$1,000	\$1	\$83	(\$82)	\$249	\$917	(\$668)
Transfer In	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reserve Funding- Transfer Out (Capital Reserve)	(\$7,940)	\$0	(\$662)	(\$662)	(\$13,129)	(\$7,278)	\$5,850
Interest Expense	(\$156,825)	(\$13,069)	(\$13,069)	\$0	(\$143,756)	(\$143,756)	\$0
Principal Expense	(\$410,000)	(\$34,167)	(\$34,167)	(\$0)	(\$375,833)	(\$375,833)	(\$0)
Total Non Operating Revenues/(Expenditures)	(\$15,410)	(\$704)	(\$1,284)	(\$744)	(\$14,093)	(\$14,126)	\$11,734
Change in Net Assets	\$0	(\$4,014)	(\$45,005)	\$39,667	\$36,579	\$59,442	(\$11,161)
Beginning Net Assets	\$0	----	----	----	(\$1,455,177)	----	----
Ending Net Assets	\$0	----	----	----	(\$1,418,598)	----	----

Viera East General Fund
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Revenues</i>													
Maintenance Assessments	\$0	\$382,898	\$319,794	\$19,283	\$13,842	\$7,030	\$26,867	\$38,442	\$0	\$0	\$0	\$0	\$908,157
Golf Course Administrative Services	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$0	\$51,590
Interest Income	\$0	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5
Total Revenues	\$4,690	\$387,588	\$324,484	\$23,973	\$18,537	\$11,720	\$31,557	\$43,132	\$4,690	\$4,690	\$4,690	\$0	\$859,752
<i>Administrative Expenditures</i>													
Supervisors Fees	\$3,588	\$920	\$688	\$1,387	\$2,551	\$2,551	\$335	\$1,387	\$2,551	\$3,249	\$2,551	\$0	\$21,758
Engineering Fees	\$0	\$490	\$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	\$1,187	\$0	\$7,041
Dissemination	\$93	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$167	\$0	\$1,000
Trustee Fees	\$467	\$467	\$467	\$467	\$467	\$467	\$467	\$467	\$467	\$645	\$645	\$0	\$5,489
Annual Audit	\$542	\$542	\$542	\$542	\$542	\$542	\$542	\$542	\$542	\$542	\$817	\$0	\$6,233
Collection Agent	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$0	\$2,292
Management Fees	\$8,370	\$8,370	\$8,370	\$8,370	\$8,370	\$8,370	\$8,370	\$8,370	\$8,370	\$8,370	\$8,370	\$0	\$92,070
Postage	\$265	\$96	\$389	\$23	\$367	\$284	\$396	\$262	\$79	\$380	\$38	\$0	\$2,578
Printing & Binding	\$82	\$221	\$342	\$44	\$44	\$66	\$0	\$0	\$228	\$76	\$128	\$0	\$1,232
Insurance- Liability	\$566	\$566	\$566	\$566	\$566	\$566	\$566	\$566	\$566	\$566	\$566	\$0	\$6,230
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	\$661	\$70	\$0	\$1,217
Office Supplies	\$21	\$21	\$41	\$20	\$21	\$20	\$0	\$120	\$59	\$20	\$41	\$0	\$384
Dues & Licenses	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$0	\$161
Information Technology	\$283	\$283	\$283	\$283	\$283	\$283	\$283	\$283	\$283	\$283	\$283	\$0	\$3,117
Total Administrative	\$16,919	\$12,352	\$12,041	\$12,031	\$13,636	\$15,351	\$12,256	\$16,521	\$15,307	\$16,995	\$15,085	\$0	\$158,496
<i>Operating Expenditures</i>													
Salaries	\$12,066	\$12,980	\$10,870	\$12,479	\$10,196	\$12,798	\$11,862	\$12,349	\$11,937	\$12,359	\$12,349	\$0	\$132,245.18
Administration Fee	\$137	\$146	\$124	\$142	\$124	\$137	\$133	\$137	\$133	\$137	\$140	\$0	\$1,489.63
FICA Expense	\$903	\$985	\$719	\$853	\$746	\$826	\$812	\$891	\$818	\$847	\$846	\$0	\$9,245.92
Health Insurance	\$424	\$872	\$2,742	\$1,310	\$1,120	\$1,281	\$612	\$1,912	\$1,120	\$1,281	\$1,281	\$0	\$13,955.01
Workers Compensation	\$330	\$354	\$297	\$341	\$298	\$330	\$324	\$337	\$326	\$338	\$337	\$0	\$3,612.23
Unemployment	\$0	\$0	\$0	\$546	\$90	\$100	\$100	\$4	\$0	\$0	\$0	\$0	\$840.00
Other Contractual	\$667	\$718	\$667	\$688	\$688	\$595	\$716	\$872	\$715	\$715	\$715	\$0	\$7,755.05
Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
Uniforms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
Total Operating	\$14,527	\$16,055	\$15,420	\$16,360	\$13,262	\$16,868	\$14,558	\$16,501	\$15,048	\$15,677	\$15,669	\$0	\$169,143

**Viera East General Fund
Month to Month**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Maintenance Expenditures</i>													
Canal Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lake Bank Restoration	\$0	\$18,045	\$0	\$37,905	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,950
Environmental Services	\$2,620	\$320	\$0	\$0	\$989	\$0	\$61	\$220	\$196	\$1,315	\$208	\$0	\$5,929
Water Management System	\$8,059	\$8,087	\$9,087	\$8,087	\$7,887	\$9,287	\$7,887	\$8,087	\$9,207	\$8,087	\$7,887	\$0	\$91,651
Control Burns	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingencies	\$0	\$0	\$0	\$985	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$985
Fire Line Maintenance	\$0	\$0	\$0	\$0	\$0	\$975	\$0	\$300	\$0	\$0	\$0	\$0	\$1,275
Basin Repair	\$0	\$0	\$0	\$0	\$0	\$1,585	\$0	\$0	\$0	\$0	\$0	\$0	\$1,585
Total Maintenance	\$10,679	\$26,452	\$9,087	\$46,977	\$8,876	\$11,847	\$7,948	\$8,607	\$9,404	\$9,402	\$8,095	\$0	\$157,375
<i>Grounds Maintenance Expenditures</i>													
Salaries	\$11,474	\$12,005	\$10,134	\$11,946	\$10,472	\$11,861	\$12,348	\$12,706	\$12,279	\$12,721	\$11,720	\$0	\$129,665
Administrative Fees	\$305	\$324	\$275	\$314	\$275	\$305	\$295	\$305	\$295	\$305	\$310	\$0	\$3,308
FICA	\$852	\$901	\$749	\$885	\$776	\$879	\$917	\$957	\$912	\$945	\$848	\$0	\$9,620
Health Insurance	\$1,100	\$1,385	\$1,463	\$1,371	\$1,227	\$1,381	\$1,245	\$1,649	\$1,590	\$1,428	\$1,428	\$0	\$15,266
Workers Compensation	\$314	\$328	\$277	\$326	\$286	\$324	\$337	\$347	\$335	\$347	\$320	\$0	\$3,541
Unemployment	\$22	\$24	\$20	\$836	\$450	\$297	\$160	\$50	\$22	\$23	\$23	\$0	\$1,929
Telephone	\$432	\$535	\$529	\$519	\$517	\$519	\$519	\$0	\$1,066	\$539	\$542	\$0	\$5,717
Utilities	\$628	\$516	\$525	\$487	\$487	\$514	\$655	\$540	\$609	\$566	\$542	\$0	\$6,070
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	\$126	\$0	\$1,386
Repairs	\$4,835	\$3,733	\$1,369	\$688	\$797	\$9,031	\$275	\$604	\$3,422	\$1,830	\$480	\$0	\$27,063
Fuel	\$1,159	\$1,189	\$1,495	\$986	\$1,065	\$1,215	\$952	\$858	\$642	\$2,009	\$1,096	\$0	\$12,666
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	\$480	\$0	\$5,346
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	\$199	\$0	\$2,326
Fire Alarm System	\$171	\$171	\$171	\$171	\$171	\$171	\$171	\$171	\$256	\$256	\$256	\$0	\$2,131
Rain Bird Pump System	\$2,298	\$2,298	\$2,298	\$2,298	\$2,298		\$2,299	\$2,298	\$2,298	\$2,298	\$2,298	\$0	\$22,985
Total Grounds Maintenance	\$24,623	\$37,033	\$20,383	\$22,997	\$20,153	\$28,447	\$22,029	\$21,541	\$24,342	\$25,734	\$20,668	\$0	\$267,950
Total Expenditures	\$66,747	\$91,891	\$56,931	\$98,365	\$55,927	\$71,715	\$56,791	\$63,170	\$64,101	\$67,809	\$59,517	\$0	\$752,964
Operating Income (Loss)	(\$62,057)	\$295,697	\$267,554	(\$74,392)	(\$37,390)	(\$59,966)	(\$25,234)	(\$20,038)	(\$59,411)	(\$63,119)	(\$54,827)	\$0	\$106,788
<i>Non Operating Revenues/(Expenditures)</i>													
Reserve Funding- Transfer Out (Capital Reserve)	(\$310)	(\$310)	(\$310)	(\$310)	(\$310)	(\$310)	(\$310)	(\$310)	(\$310)	(\$310)	(\$310)	\$0	(\$3,405)
Reserve Funding- Transfer Out (Excess)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Non Operating Revenues/Expenditures	(\$310)	(\$310)	(\$310)	(\$310)	(\$310)	(\$310)	(\$310)	(\$310)	(\$310)	(\$310)	(\$310)	\$0	(\$3,405)
Excess Revenue/(Expenditures)	(\$62,367)	\$295,387	\$267,244	(\$74,702)	(\$37,700)	(\$60,276)	(\$25,544)	(\$20,348)	(\$59,721)	(\$63,429)	(\$55,137)	\$0	\$103,379

**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	2,894	0	35,536
Member Rounds	574	647	566	955	807	1,061	950	883	673	628	598	0	8,342
Comp Rounds	192	259	187	380	316	366	252	590	294	276	255	0	3,367
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	269	0	1,163
<i>Revenue per Round/ Paid Rounds</i>													
Paid Rounds	\$30	\$36	\$37	\$42	\$43	\$36	\$33	\$28	\$31	\$28	\$33	\$0	\$377
<i>Revenues:</i>													
Greens Fees	\$79,719	\$107,182	\$85,489	\$135,425	\$170,915	\$167,889	\$104,181	\$99,426	\$91,683	\$88,349	\$95,788	\$0	\$1,226,048
Gift Cards - Sales	\$294	\$884	\$1,732	\$371	\$893	\$635	\$213	\$716	\$808	\$275	\$309	\$0	\$7,129
Gift Cards - Usage	(\$177)	(\$1,458)	(\$1,319)	(\$2,432)	(\$1,837)	(\$2,819)	(\$793)	(\$551)	(\$432)	(\$456)	(\$359)	\$0	(\$12,087)
Season Advances/Trail Fees	\$15,718	\$16,380	\$18,608	\$19,936	\$19,337	\$20,130	\$18,542	\$17,803	\$16,829	\$17,113	\$16,523	\$0	\$196,919
Associate Memberships	\$2,765	\$3,397	\$3,634	\$8,216	\$3,555	\$2,607	\$2,133	\$2,291	\$2,844	\$1,738	\$1,659	\$0	\$34,839
Driving Range	\$3,577	\$4,961	\$5,035	\$7,698	\$8,168	\$7,006	\$8,212	\$7,043	\$5,597	\$5,681	\$6,594	\$0	\$69,572
Golf Lessons	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$175	\$115	\$175	\$175	\$0	\$1,865
Merchandise Sales	\$6,479	\$8,654	\$10,744	\$8,375	\$12,097	\$9,935	\$10,715	\$8,607	\$8,801	\$11,103	\$8,957	\$0	\$104,468
Restaurant	\$1,237	\$2,018	\$2,617	\$2,027	\$3,507	\$2,372	\$3,061	\$1,870	\$2,099	\$1,076	\$2,162	\$0	\$24,046
Special Assessments - Operations	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$1,877	\$0	\$20,650
Miscellaneous Income	\$1,201	\$2,083	\$1,331	\$2,330	\$3,362	\$4,524	\$1,983	\$1,280	\$1,700	\$239	\$2,621	\$0	\$22,653
Total Revenues	\$112,863	\$146,154	\$130,124	\$183,998	\$222,053	\$215,332	\$150,298	\$140,538	\$131,920	\$127,170	\$135,706	\$0	\$1,696,156
<i>Golf Course Expenditures:</i>													
Other Contractual Services	\$2,147	\$1,180	\$812	\$1,403	\$782	\$1,590	\$996	\$1,215	\$1,165	\$1,075	\$1,424	\$0	\$13,789
Telephone/Internet	\$393	\$289	\$393	\$393	\$393	\$104	\$104	\$106	\$106	\$106	\$228	\$0	\$2,615
Postage	\$3,074	\$3,080	\$47	\$0	\$0	\$0	\$0	\$90	\$44	\$0	\$115	\$0	\$6,450
Printing & Binding	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$401	\$0	\$0	\$0	\$401
Utilities	\$1,256	\$1,243	\$1,175	\$1,203	\$1,236	\$1,126	\$1,118	\$960	\$1,135	\$1,344	\$1,352	\$0	\$13,149
Repairs & Maintenance	\$117	\$20	\$287	\$250	\$0	\$0	(\$100)	\$0	\$335	\$1,232	\$1,073	\$0	\$3,213
Advertising	\$1,989	\$3,559	\$4,503	\$2,987	\$2,444	\$2,430	\$1,598	\$1,248	\$1,718	\$2,064	\$2,085	\$0	\$26,625
Bank Charges	\$1,669	\$2,301	\$3,021	\$2,653	\$4,043	\$4,545	\$4,382	\$3,099	\$3,257	\$2,909	\$2,773	\$0	\$34,653
Office Supplies	\$221	\$258	\$314	\$120	\$242	\$772	\$245	\$166	\$101	\$86	\$876	\$0	\$3,400
Operating Supplies	\$224	\$149	\$177	\$499	\$149	\$254	\$593	\$337	\$229	\$209	\$246	\$0	\$3,067
Dues, Licenses & Subscriptions	\$26	\$0	\$150	\$100	\$4,729	\$0	\$500	\$0	\$786	\$1,080	\$0	\$0	\$7,371
Drug Testing - All Departments	\$142	\$0	\$0	\$47	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$190
Training, Education & Employee Relations	\$20	\$165	\$2,268	\$165	\$0	\$0	\$18	\$359	\$243	\$0	\$20	\$0	\$3,258
Contractual Security	\$0	\$246	\$0	\$196	\$196	\$191	\$191	\$191	\$173	\$200	\$200	\$0	\$1,784
IT Services	\$0	\$0	\$0	\$0	\$0	\$190	\$0	\$0	\$287	\$95	\$465	\$0	\$1,037
Total Golf Course Expenditures	\$11,279	\$12,490	\$13,146	\$10,017	\$14,315	\$11,203	\$9,646	\$7,770	\$9,980	\$10,400	\$10,856	\$0	\$121,002
<i>Restaurant Expenditures:</i>													
Pest Control	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$95	\$190	\$95	\$0	\$1,141
Equipment Lease	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$98	\$96	\$100	\$0	\$1,076
Total Restaurant Expenditures	\$193	\$193	\$193	\$193	\$193	\$193	\$193	\$193	\$193	\$286	\$195	\$0	\$2,217

**Viera East Golf Course
Month to Month**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Golf Operations:</u>													
Salaries	\$17,027	\$20,356	\$13,890	\$19,181	\$17,657	\$20,778	\$22,508	\$19,098	\$17,729	\$18,181	\$17,681	\$0	\$204,087
Administrative Fee	\$1,720	\$1,918	\$1,490	\$1,754	\$1,535	\$1,744	\$1,647	\$1,760	\$1,722	\$1,741	\$1,741	\$0	\$18,772
FICA Expense	\$1,290	\$1,557	\$1,063	\$1,467	\$1,351	\$1,590	\$1,722	\$1,461	\$1,356	\$1,391	\$1,353	\$0	\$15,601
Health Insurance	\$46	\$54	\$54	\$54	\$54	\$54	\$54	\$0	(\$104)	\$85	\$43	\$0	\$391
Workers Compensation	\$504	\$556	\$380	\$524	\$475	\$576	\$613	\$522	\$484	\$497	\$483	\$0	\$5,613
Unemployment	\$649	\$675	\$409	\$1,264	\$1,005	\$1,036	\$998	\$993	\$915	\$889	\$742	\$0	\$9,573
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	\$1,749	\$0	\$18,359
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	\$95	\$0	\$1,141
Supplies	\$681	\$751	\$1,163	\$1,689	\$1,243	\$1,183	\$3,607	\$493	\$1,859	\$2,847	\$77	\$0	\$15,593
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	\$7,056	\$0	\$73,224
Cart Maintenance	\$1,709	\$521	(\$546)	\$1,392	\$120	\$287	\$0	\$0	\$389	\$50	\$25	\$0	\$3,946
Driving Range	\$0	\$0	\$0	\$3,174	\$0	\$0	\$254	\$0	\$320	\$1,185	\$0	\$0	\$4,833
Total Golf Operation Expenditures	\$29,381	\$32,508	\$23,712	\$39,394	\$33,377	\$36,493	\$41,343	\$34,367	\$34,538	\$38,595	\$31,043	\$0	\$374,752
<u>Merchandise Sales:</u>													
Cost of Goods Sold	\$806	\$6,230	\$8,527	\$7,960	\$6,389	\$5,813	\$8,297	\$4,651	\$5,259	\$28,457	\$4,696	\$0	\$87,084
Total Merchandise Sales	\$806	\$6,230	\$8,527	\$7,960	\$6,389	\$5,813	\$8,297	\$4,651	\$5,259	\$28,457	\$4,696	\$0	\$87,084
<u>Golf Course Maintenance:</u>													
Salaries	\$34,970	\$38,528	\$32,514	\$37,480	\$32,323	\$36,167	\$34,784	\$36,402	\$34,603	\$35,837	\$35,728	\$0	\$389,336
Administrative Fees	\$940	\$958	\$815	\$932	\$815	\$903	\$1,046	\$903	\$874	\$903	\$920	\$0	\$10,009
FICA Expense	\$2,599	\$2,910	\$2,392	\$2,776	\$2,393	\$2,678	\$2,467	\$2,736	\$2,562	\$2,653	\$2,314	\$0	\$28,480
Employee Insurance	\$2,209	\$4,974	\$3,720	\$3,672	\$4,820	\$3,750	\$3,182	\$4,318	\$4,009	\$3,735	\$4,048	\$0	\$42,436
Workers Compensation	\$953	\$1,048	\$889	\$1,022	\$881	\$986	\$902	\$992	\$944	\$977	\$973	\$0	\$10,567
Unemployment	\$129	\$178	\$147	\$2,488	\$1,419	\$1,035	\$464	\$189	\$113	\$105	\$12	\$0	\$6,279
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	\$500	\$0	\$5,500
Fire Alarm System	\$171	\$171	\$216	\$171	\$171	\$171	\$171	\$171	\$256	\$256	\$256	\$0	\$2,176
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	\$2,371	\$0	\$24,470
Repairs	\$2,721	\$3,896	\$1,827	\$3,449	\$2,144	\$3,382	\$3,919	\$4,311	\$1,270	\$2,053	\$3,285	\$0	\$32,257
Fuel & Oil	\$2,353	\$2,413	\$3,036	\$2,297	\$2,275	\$2,467	\$1,931	\$1,856	\$1,507	\$3,359	\$2,225	\$0	\$25,720
Pest Control	\$327	\$77	\$77	\$77	\$77	\$77	\$77	\$77	\$77	\$154	\$77	\$0	\$1,174
Irrigation/Drainage	\$1,120	\$1,140	\$1,328	\$1,540	\$922	\$1,554	\$787	\$1,485	\$2,417	\$1,798	\$2,813	\$0	\$16,903
Sand and Topsoil	\$0	\$353	\$84	\$954	\$3,073	\$1,231	\$970	\$1,282	\$0	\$959	\$312	\$0	\$9,217
Flower/Mulch	\$678	\$95	\$2,295	\$1,185	\$2,988	\$936	\$0	\$350	\$0	\$0	\$323	\$0	\$8,850
Fertilizer	(\$1,403)	\$4,186	\$13,131	\$11,834	\$12,500	\$14,538	\$15,439	\$15,983	\$14,616	\$12,767	\$8,677	\$0	\$122,063
Seed/Sod	\$0	\$349	\$1,244	\$1,244	\$1,244	\$1,552	\$1,244	\$1,244	\$1,244	\$0	\$0	\$0	\$9,363
Trash Removal	\$282	\$141	\$0	\$282	\$0	\$141	\$141	\$282	\$141	\$141	\$381	\$0	\$1,930
Contingency	\$0	\$0	\$536	\$536	\$536	\$536	\$536	\$536	\$536	\$500	\$500	\$0	\$4,750
First Aid	\$199	\$0	\$0	\$160	\$0	\$0	\$202	\$134	\$0	\$347	\$244	\$0	\$1,287
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	\$493	\$0	\$5,506
Training	\$0	\$0	\$223	\$0	\$686	\$0	\$0	\$342	\$680	\$0	\$93	\$0	\$2,023
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	\$1,040	\$560	\$585	\$757	\$592	\$592	\$745	\$592	\$592	\$0	\$7,380
Equipment Rental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Lease	\$13,645	\$13,645	\$20,202	\$15,323	\$12,579	\$13,588	\$13,565	\$13,589	\$13,473	\$14,770	\$12,522	\$0	\$156,901
Small Tools	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Golf Course Maintenance	\$65,619	\$78,292	\$88,266	\$90,366	\$85,146	\$90,509	\$85,909	\$91,486	\$83,316	\$86,198	\$79,657	\$0	\$924,765

Viera East Golf Course
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Administrative Expenditures:</u>													
Legal Fees	\$0	\$0	\$0	\$531	\$0	\$905	\$0	\$0	\$0	\$0	\$0	\$0	\$1,436
Arbitrage	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$20	\$20	\$20	\$20	\$0	\$430
Dissemination	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$917
Trustee Fees	\$342	\$342	\$342	\$342	\$342	\$342	\$342	\$342	\$194	\$194	\$489	\$0	\$3,610
Annual Audit	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$0	\$1,375
Golf Course Administrative Services	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$0	\$51,590
Insurance	\$5,501	\$5,501	\$6,360	\$5,501	\$5,501	\$5,501	\$5,501	\$5,501	\$5,501	\$5,501	\$5,628	\$0	\$61,494
Property Taxes	\$0	\$571	\$1,964	\$1,535	\$1,535	\$1,535	\$1,535	\$1,535	\$1,535	\$1,535	\$1,535	\$0	\$14,812
Total Administrative Expenditures	\$10,791	\$11,362	\$13,614	\$12,856	\$12,325	\$13,230	\$12,325	\$12,296	\$12,147	\$12,147	\$12,570	\$0	\$135,664
Total Revenues	\$112,863	\$146,154	\$130,124	\$183,998	\$222,053	\$215,332	\$150,298	\$140,538	\$131,920	\$127,170	\$135,706	\$0	\$1,696,156
Total Expenditures	\$118,069	\$141,074	\$147,458	\$160,785	\$151,645	\$157,441	\$157,713	\$150,763	\$145,434	\$176,084	\$139,016	\$0	\$1,645,483
Operating Income (Loss)	(\$5,206)	\$5,080	(\$17,334)	\$23,212	\$70,408	\$57,891	(\$7,415)	(\$10,225)	(\$13,514)	(\$48,914)	(\$3,310)	\$0	\$50,673
<u>Non Operating Revenues/(Expenditures):</u>													
Special Assessments - Debt Service	\$46,530	\$46,530	\$46,530	\$46,529	\$46,530	\$46,530	\$46,530	\$46,530	\$46,530	\$46,530	\$53,081	\$0	\$518,376
Interest Income	\$42	\$46	\$35	\$36	\$36	\$30	\$13	\$5	\$2	\$1	\$1	\$0	\$249
Transfer In	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reserve Funding- Transfer Out (Capital Reserve)	(\$1,657)	(\$2,250)	(\$2,924)	(\$2,602)	(\$3,680)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$13,129)
Interest Expense	(\$13,069)	(\$13,069)	(\$13,069)	(\$13,069)	(\$13,069)	(\$13,069)	(\$13,069)	(\$13,069)	(\$13,069)	(\$13,069)	(\$13,069)	\$0	(\$143,756)
Principal Expense	(\$34,167)	(\$34,167)	(\$34,167)	(\$34,167)	(\$34,167)	(\$34,167)	(\$34,167)	(\$34,167)	(\$34,167)	(\$34,167)	(\$34,167)	\$0	(\$375,833)
Total Non Operating Revenues/(Expenditures)	(\$2,331)	(\$2,916)	(\$3,594)	(\$3,272)	(\$4,350)	(\$4,76)	(\$692)	(\$701)	(\$704)	(\$704)	\$5,847	\$0	(\$14,093)
Net Non Operating Income / (Loss)	(\$7,537)	\$2,164	(\$20,928)	\$19,940	\$66,058	\$57,215	(\$8,108)	(\$10,925)	(\$14,218)	(\$49,619)	\$2,537	\$0	\$36,579

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	\$8,957	\$0	\$104,468
Total Revenues	\$6,479	\$8,654	\$10,744	\$8,375	\$12,097	\$9,935	\$10,715	\$8,607	\$8,801	\$11,103	\$8,957	\$0	\$104,468
<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	\$4,696	\$0	\$87,084
Total Expenditures	\$806	\$6,230	\$8,527	\$7,960	\$6,389	\$5,813	\$8,297	\$4,651	\$5,259	\$28,457	\$4,696	\$0	\$87,084
Operating Income (Loss)	\$5,673	\$2,424	\$2,217	\$415	\$5,709	\$4,123	\$2,418	\$3,956	\$3,542	(\$17,354)	\$4,261	\$0	\$17,384

Viera East
Community Development District
Long Term Debt Report

Series 2006 Water Management Refunding Bonds	
Interest Rate:	5.750%
Maturity Date:	5/1/2022
Reserve Fund Definition:	10% Max Annual Dept
Reserve Fund Requirement:	\$239,334
Reserve Fund Balance (1):	\$239,334
Bonds outstanding - 9/30/2016	\$11,855,000
Less: May 1, 2017 Principal	(\$1,710,000)
Less: May 1, 2018 Principal	(\$1,810,000)
Less: May 1, 2019 Principal	(\$1,910,000)
Less: May 1, 2020 Principal	(\$2,020,000)
Current Bonds Outstanding	\$4,405,000

(1) This value is covered by the Debt Service Reserve Fund Surety Bond and is not a cash balance on the District's balance sheet.

Series 2012 Special Assessment Revenue Bonds	
Interest Rate:	2.5% to 5%
Maturity Date:	5/1/2026
Reserve Fund Definition:	50% Max Annual Dept
Reserve Fund Requirement:	\$279,239
Reserve Fund Balance:	\$280,147
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)
Current Bonds Outstanding	\$2,895,000

Series 2020 Special Assessment Revenue Bonds	
Interest Rate:	2% to 2.75%
Maturity Date:	5/1/1938
Reserve Fund Definition:	50% Max Annual Dept
Reserve Fund Requirement:	\$234,591
Reserve Fund Balance:	\$234,592
Bonds outstanding - 7/10/20	\$7,685,000
Current Bonds Outstanding	\$7,685,000

**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)	\$ -
	\$ 3,762,943	100.00%	\$ 3,778,438	\$ (3,746,152)	\$ -

Percentage Collected	100.41%
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- (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 8/31/19	Actuals 8/31/20	Variance	Year to Date 8/31/19	Year to Date 8/31/20	Variance
<i>Revenues:</i>						
Greens Fees	\$ 40,646	\$ 95,788	\$ 55,143	\$ 1,215,284	\$ 1,226,048	\$ 10,764
Gift Cards - Sales	\$ 58	\$ 309	\$ 251	\$ 10,971	\$ 7,129	\$ (3,843)
Gift Cards - Usage	\$ (535)	\$ (959)	\$ (424)	\$ (14,635)	\$ (12,033)	\$ 2,602
Season Advance/Trail Fees	\$ 10,259	\$ 16,523	\$ 6,265	\$ 189,193	\$ 196,919	\$ 7,727
Associate Memberships	\$ 1,106	\$ 1,659	\$ 553	\$ 33,733	\$ 34,839	\$ 1,106
Driving Range	\$ 1,331	\$ 6,594	\$ 5,263	\$ 61,025	\$ 69,572	\$ 8,547
Golf Lessons	\$ 175	\$ 175	\$ -	\$ 1,925	\$ 1,865	\$ (60)
Merchandise Sales	\$ 5,083	\$ 8,957	\$ 3,874	\$ 118,409	\$ 104,468	\$ (13,940)
Restaurant	\$ 741	\$ 2,162	\$ 1,421	\$ 21,822	\$ 24,046	\$ 2,224
Special Assessments - Operations	\$ 1,877	\$ 1,877	\$ -	\$ 20,650	\$ 20,650	\$ -
Miscellaneous Income	\$ 207	\$ 2,621	\$ 2,413	\$ 22,927	\$ 22,653	\$ (274)
Total Revenues	\$ 60,947	\$ 135,706	\$ 74,760	\$ 1,681,304	\$ 1,696,156	\$ 14,852
<i>Expenditures:</i>						
Golf Course Expenditures	\$ 11,335	\$ 10,856	\$ 479	\$ 132,219	\$ 121,002	\$ 11,217
Restaurant	\$ 1,060	\$ 195	\$ 865	\$ 11,521	\$ 2,217	\$ 9,304
Golf Operations	\$ 22,421	\$ 31,043	\$ (8,622)	\$ 317,642	\$ 374,752	\$ (57,109)
Merchandise Sales	\$ 4,555	\$ 4,696	\$ (140)	\$ 77,544	\$ 87,084	\$ (9,540)
Golf Course Maintenance	\$ 77,855	\$ 79,657	\$ (1,802)	\$ 945,035	\$ 924,765	\$ 20,269
Administrative	\$ 11,754	\$ 12,570	\$ (816)	\$ 129,277	\$ 135,664	\$ (6,387)
Total Expenditures	\$ 128,979	\$ 139,016	\$ (10,037)	\$ 1,613,238	\$ 1,645,483	\$ (32,245)
Operating Income/(Loss)	\$ (68,032)	\$ (3,310)	\$ 64,722	\$ 68,066	\$ 50,673	\$ (17,393)

Viera East Cash Flow Analysis FY 2020

1. Cash Flows:

Cash Flows:		Actuals										Projections		
		October	November	December	January	February	March	April	May	June	July	August	September	Totals
Starting Funds														
	Carry Forward	\$ 70,203	\$ 64,997	\$ 70,077	\$ 52,743	\$ 75,955	\$ 146,363	\$ 204,253	\$ 196,838	\$ 186,613	\$ 173,099	\$ 124,185	\$ 120,875	
Revenues														
	Golf Course	\$ 112,863	\$ 146,154	\$ 130,124	\$ 183,998	\$ 222,053	\$ 215,332	\$ 150,298	\$ 140,538	\$ 131,920	\$ 127,170	\$ 135,706	\$ 139,952	\$ 1,836,108
	Course Operations	\$ 111,625	\$ 144,136	\$ 127,508	\$ 181,971	\$ 218,546	\$ 212,960	\$ 147,237	\$ 138,668	\$ 129,821	\$ 126,095	\$ 133,544	\$ 138,532	\$ 1,810,642
	Restaurant	\$ 1,237	\$ 2,018	\$ 2,617	\$ 2,027	\$ 3,507	\$ 2,372	\$ 3,061	\$ 1,870	\$ 2,099	\$ 1,076	\$ 2,162	\$ 1,420	\$ 25,466
	Total All Cash	\$ 183,065	\$ 211,150	\$ 200,201	\$ 236,740	\$ 298,008	\$ 361,695	\$ 354,551	\$ 337,376	\$ 318,533	\$ 300,270	\$ 259,892	\$ 260,827	\$ 1,836,108
Expenses														
	Golf Course	\$ 118,069	\$ 141,074	\$ 147,458	\$ 160,785	\$ 151,645	\$ 157,441	\$ 157,713	\$ 150,763	\$ 145,434	\$ 176,084	\$ 139,016	\$ 163,164	\$ 1,808,648
	Course Operations	\$ 117,878	\$ 140,881	\$ 147,266	\$ 160,593	\$ 151,453	\$ 157,248	\$ 157,520	\$ 150,570	\$ 145,241	\$ 175,798	\$ 138,821	\$ 162,255	\$ 1,805,522
	Restaurant	\$ 193	\$ 193	\$ 193	\$ 193	\$ 193	\$ 193	\$ 193	\$ 193	\$ 193	\$ 286	\$ 195	\$ 909	\$ 3,126
	Cash Less Expenses	\$ 64,997	\$ 70,077	\$ 52,743	\$ 75,955	\$ 146,363	\$ 204,253	\$ 196,838	\$ 186,613	\$ 173,099	\$ 124,185	\$ 120,875	\$ 97,663	

Projected Revenues FY 2020	\$ 1,836,108
Projected Expenses FY 2020	\$ 1,808,648
Projected Surplus(Deficit) FY 2020	\$ 27,460

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

<u>Rounds of Golf</u>	Monthly		Year to Date	
<u>Paid Rounds</u>				
Rounds of Golf- Associate Member	545	14%	5,481	11%
Rounds of Golf- CDD Resident	676	17%	8,708	18%
Rounds of Golf- Public	1,353	34%	17,538	36%
Rounds of Golf- Golf Now / EZ Links	398	10%	3,425	7%
Rounds of Golf- Tournaments	-	0%	-	0%
Rounds of Golf- Misc	-	0%	-	0%
Rain Check Issued	(313)	-2%	(758)	-2%
Total Paid Rounds	2,879		34,394	
<u>Member Rounds</u>				
Rounds of Golf- Members	598	15%	8,309	17%
Total Member Rounds	598		8,309	
<u>Comp Rounds</u>				
Rounds of Golf- Staff/Comp	170	4%	1,748	4%
Rounds of Golf- Other Comp	85	2%	1,375	3%
Total Comp Rounds	255		3,123	
Rounds of golf- GolfNow/EZ Links	269	7%	2,783	6%
TOTAL ROUNDS OF GOLF	4,001	100%	48,609	100%

PY - PREVIOUS YEAR			
PY	PY	Vs. PY	Vs. PY
Monthly	Year to Date	Monthly	Year to Date
261	5,823	284	(342)
302	8,033	374	675
922	22,192	431	(4,654)
66	2,104	332	1,321
0	412	0	(412)
0	0	0	0
(101)	(859)	8	101
1,450	37,705	1,429	(3,311)
263	6,732	335	1,577
263	6,732	335	1,577
92	1,445	78	303
30	1,437	55	(62)
122	2,882	133	241
102	2,508	167	275
1,937	49,827	2,064	(1,218)

<u>Revenues</u>	Monthly		Year to Date	
<u>Greens Fee Revenue</u>				
Rounds of Golf- Associate Member	\$18,775	20%	\$218,375	18%
Rounds of Golf- CDD Resident	\$18,370	19%	\$277,619	23%
Rounds of Golf- Public	\$46,740	49%	\$588,359	49%
Rounds of Golf- Golf Now / EZ Links	\$13,858	15%	\$125,072	11%
Rounds of Golf- Tournaments	\$0	0%	\$0	0%
Rounds of Golf- Misc	\$0	0%	\$0	0%
Rain Check Issued	(\$2,243)	-2%	(\$20,447)	-2%
TOTAL GREENS FEE REVENUE	\$95,500	100%	\$1,188,978	100%

PY	PY	Vs. PY	Vs. PY
Monthly	Year to Date	Monthly	Year to Date
\$8,359	\$208,181	\$10,416	\$10,194
\$8,128	\$233,243	\$10,242	\$44,376
\$23,818	\$692,517	\$22,922	(\$104,158)
\$2,115	\$81,116	\$11,743	\$43,956
\$0	\$20,903	\$0	(\$20,903)
\$0	\$0	\$0	\$0
(\$2,365)	(\$20,246)	\$122	(\$201)
\$40,055	\$1,215,714	\$55,445	(\$26,736)

<u>Average \$ per Round of Golf</u>	Monthly	Year to Date
<u>Average \$ per round of Golf</u>		
Rounds of Golf- Associate Member	\$34.45	\$39.84
Rounds of Golf- CDD Resident	\$27.17	\$31.88
Rounds of Golf- Public	\$34.55	\$33.55
Rounds of Golf- Golf Now / EZ Links	\$34.82	\$36.52
Rounds of Golf- Tournaments	#DIV/0!	#DIV/0!
Rounds of Golf- Misc	\$0.00	\$0.00
Rain Check Issued	\$24.12	\$26.97
TOTAL - Average \$ per round of Golf	\$33.17	\$34.57

PY	PY	Vs. PY	Vs. PY
Monthly	Year to Date	Monthly	Year to Date
\$32.03	\$35.75	\$2.42	\$4.09
\$26.91	\$29.04	\$0.26	\$2.85
\$25.83	\$31.21	\$8.71	\$2.34
\$32.05	\$38.55	\$2.77	(\$2.04)
#DIV/0!	\$50.74	#DIV/0!	#DIV/0!
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
\$23.42	\$23.57	\$0.70	\$3.41
\$27.62	\$32.24	\$5.55	\$2.33

	Monthly	Year to Date
Membership Revenue	\$16,523	\$196,395
Average \$ per round of Golf	\$27.63	\$23.64

PY	PY	Vs. PY	Vs. PY
Monthly	Year to Date	Monthly	Year to Date
\$14,236	\$189,971	\$2,287	\$6,424
\$54.13	\$28.22	(\$26.50)	(\$4.58)