



**Viera East CDD's Board of Supervisors
Workshop Meeting**

**Thursday
March 11, 2021
7:00 pm**

**Faith Lutheran Church: Multi-purpose Room
5550 Faith Drive
Viera, Florida**

The call-in information for the meeting is as follows: (267) 930-4000
Participant Access: 575-078

1. Roll Call
2. Discussion of Meeting Lengths
3. Discussion of EmployU
4. Discussion of Bench/Donation Policy
5. Discussion of Payroll Services
6. Discussion of Fountain Quotes
7. Discussion of Engineering Services
8. Discussion of Fire Management Budget/Firebreaks
9. General Manager's Report
10. Audience Comments
11. Supervisor's Requests
12. Adjournment

SECTION 2

From: Rob Dale robcdd@cfl.rr.com
Subject: Board Meeting Lengths
Date: March 2, 2021 at 9:52 AM
To: jshowe@gmscfl.com
Cc: tmelloh@vieraeastcdd.com

RD

Jason,

I would appreciate you passing this on to the board. I continue to receive many comments on the length of our meetings from Board and residents. I don't want to consume another meeting or workshop discussing this topic so I am hoping we can resolve via email. At this point I believe our agenda isn't the problem for our meeting lengths. We had a lot on the agenda in print, but in discussion we only spent more than 30 seconds on roughly 5 agenda issues. To shorten our meetings, I propose the following:

- A. We need to go to a strict 3 minutes for resident comments and go back to the stop watch days. 45 minutes of our meeting were consumed by comments about GPS and the VEGC wall, then more comments at the meeting end. If the item of discussion is not on the agenda, then the speaker must wait until the meeting end. It doesn't take a math wiz to see that resident comments are eating into a lot of our meeting time.
- B. No more surprise guests or presentations. Presentations have to be approved prior at workshop to be on the Board agenda. Presentations are strictly limited to 15 minutes unless more time is approved at the workshop.
- C. At Board meetings, we need to just go to votes with limited discussion. Perhaps we should even limit Board member discussion on an issue to 2-3 minutes? Most discussion about voting issues should take place at the workshops. I want to make sure everyone realizes as an individual Supervisor they have the power to stop the back and forth by making a motion. In my opinion, there was no point to an extended GPS discussion, we were beating a dead horse. Everyone knew how they were going to vote. So someone needs to make a motion and that moves things forward. Same thing happened with comp rounds months ago. I've only made 2 motions as chair because when I do it effectively shuts off debate. I am not King of the Board, I'm just a facilitator with a vote. If we make motions, we move on. I don't feel it's appropriate for me to make them frequently as chair.
- D. Tim's GM report should be shortened. We should limit our questions to Tim if our question is an issue that can be discussed or resolved outside of a meeting. Tim, lets try to deliver as much as possible via email, outside meetings, unless a decision is required. Perhaps just an executive summary of 5 minutes?
- E. Agenda adds after the workshop need to be approved by the chair. This applies to Board and Staff. We're all guilty of it, but it does cost time as we have never been presented the new material. This would not apply to Supervisor requests portion of the agenda as that is the Supervisors time.
- F. Board members should not read their agenda items. If it has to be read, it can be sent in an email. Facts like who is on a committee extend meeting time and are better sent in email. When we are giving updates like on the park, lets limit to 2-3 minutes.

Those are what I see as the biggest issues with our meeting length. Again, as Chair, I am not King of the Board We have an ambitious agenda with budget cuts dog park and bond improvements

of the Board. We have an ambitious agenda with budget cuts, dog park and bond improvements and not a lot of time to get it all done if we want 2 hour meetings. If 2 hour meetings or less are the desired outcome, then I think we need to agree to follow the above rules. Thoughts?

Rob

Rob Dale
Chairman, Board of Supervisors
Viera East Community Development District

SECTION 3

From: **Lindy Sinka** lsinka@employu.org
Subject: Re: VECDD - Fwd: employU MOU
Date: March 2, 2021 at 5:05 PM

To: Jason Showe jshowe@gmscfl.com

Cc: T Melloh tmelloh@vieraeastcdd.com, Lauren Vanderveer lvanderveer@gmscfl.com, Glenna Scheidt gscheidt@employu.org

LS

Hello Jason and Tim.

I apologize for the delay as we were awaiting some updates from Vocational Rehabilitation as they hold the Worker's Compensation coverage.

Please review and let us know if these are obstacles that we can overcome in order to move forward. We appreciate your time and hope that we have the opportunity to work

- Worker's Compensation coverage will be provided through Vocational Rehabilitation. The district should also require a Waiver of Subrogation which is also typically indicated on a Certificate of Insurance the MOU.
- **We have been informed by Vocational Rehabilitation that they are not able to issue a COI or a Waiver of Subrogation. We have been trying to navigate around this, but it doesn't look like it is**
- Insurance requirements outside of WC noted in the MOU are also very general at this time. The district should confirm that employU maintains General Liability and Employment Practices Liability district's. This should also be specified in the MOU.
- **This may be possible, depending on what the district's coverage amount. Can you share what that amount would be, so that we can assess the viability?**
- Screening processes for EmployU employees should include background checks.
- **Participants are typically under 18 years of age and we could coordinate local Sheriff background checks for them. Would that suffice?**
- Based on the MOU, the district could still have risk exposures. From a contractual perspective, the CDD and employU would hold one another harmless from potential breaches of their own duties includes being solely responsible for providing Customer with a safe work environment in compliance with all applicable local, state and federal laws and regulations. Here are a couple of potential CDD's duty to support the decision making process:
 - Customer trips over a sidewalk or other walking surface in excess of the ¼" elevation change considered a trip hazard by the ADA.
 - Customer gets cleaning product in eye while cleaning golf cart because they were not provided with the proper Personal Protective Equipment or training. Related potential scenarios include station or Safety Data Sheet for the specific chemical.
 - Customer is unsupervised for a period of time and drives golf cart into property or person(s).
- **I believe much of this could be managed by ensuring the job descriptions for students are modified to ensure they mitigate some of the riskier situations like driving the golf carts, but there we onsite. If there is particular language you would like to see outlined in the MOU, please let us know and we'll do our best to accommodate these changes.**
- The district should have established policies and procedures in place as outlined in subsection B of section V regarding Anti-Discrimination.
- **I don't believe this point is applicable to employU.**
- We would also be very interested in Counsel's take on the MOU. It doesn't appear that the MOU establishes the relationship between Vocational Rehab, employU, the Customer, and the District relationship where the exchange is the district's training and experience for the execution of certain job tasks.
- **If you let us know what you'd like to see here, we can modify the language in the MOU accordingly. In essence, Vocational Rehabilitation if the funding and referral source of students to employ job coaching, liability insurance, and job coaching support to assist with training the student and the 'host business' provides the physical location and training opportunity to the student. If accordingly.**



Lindy Sinka
Transition Program Director
T: 407-598-0202 ext. 131 | M: 407-579-0235 | F: 407-386-3303
E: lsinka@employu.org | www.employu.org
853 SR 436 Suite 2045 | Casselberry, FL | 32707



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From: Jason Showe <jshowe@gmscfl.com>
Sent: Thursday, February 25, 2021 11:57 AM
To: Lindy Sinka <lsinka@employu.org>
Cc: T Melloh <tmelloh@vieraeastcdd.com>; Lauren Vanderveer <lvanderveer@gmscfl.com>; Glenna Scheidt <gscheidt@employu.org>
Subject: Re: VECDD - Fwd: employU MOU

Following up to see if you had any comments on request below. Thanks

PLEASE NOTE NEW ADDRESS BELOW

Jason Showe
District Manager
Governmental Management Services, Central Florida
219 E. Livingston St
Orlando, FL 32801
407-841-5524 X 105 - Office
407-839-1526 - Fax
407-470-8825 - Cell
jshowe@gmscfl.com

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On Feb 18, 2021, at 5:59 PM, Lindy Sinka <lsinka@employu.org> wrote:

Hello Jason.


We'll review to see what we can do to amend per the email below. Thank you kindly and we'll circle back next week.

Have a great weekend.

Lindy Sinka
Transition Program Director

Governmental Management Services
T: 407-598-0202 ext. 131 | M: 407-579-0235 | F: 407-386-3303
E: imsinka@employu.org | www.employu.org
853 SR 436 Suite 2045 | Casselberry, FL | 32707





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From: Jason Showe <jshowe@gmscfl.com>
Sent: Thursday, February 18, 2021 2:53 PM
To: Lindy Sinka <imsinka@employu.org>
Cc: T Melloh <tmelloh@vieraeastcdd.com>; Lauren Vanderveer <lvanderveer@gmscfl.com>
Subject: VECD - Fwd: employU MOU

Lindy,

Can you review the items from our Insurance firm below and see if we can strengthen the MOU a little bit more?

PLEASE NOTE NEW ADDRESS BELOW

Jason Showe
District Manager
Governmental Management Services, Central Florida
219 E. Livingston St
Orlando, FL 32801
407-841-5524 X 105 - Office
407-839-1526 - Fax
407-470-8825 - Cell
jshowe@gmscfl.com

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Begin forwarded message:

From: Ryan Rupnarain <rrupnarain@egisadvisors.com>
Subject: RE: employU MOU
Date: February 18, 2021 at 2:20:21 PM EST
To: Jason Showe <jshowe@gmscfl.com>
Cc: T Melloh <tmelloh@vieraeastcdd.com>, Lauren Vanderveer <lvanderveer@gmscfl.com>

Jason,

It was good speaking with you earlier. As I mentioned, this is an interesting opportunity for the district. Upon initial review of the MOU, there may be an opportunity to make such a partnership more responsible from a risk transfer and management perspective. Here are the initial questions and concerns we would have as well as items we would suggest the district confirm or obtain more information on:

- Worker's Compensation coverage will be provided through Vocational Rehabilitation. The district should also require a Waiver of Subrogation which is also typically indicated on a Certificate of Insurance in the MOU.
- Insurance requirements outside of WC noted in the MOU are also very general at this time. The district should confirm that employU maintains General Liability and Employment Practices Liability Insurance for the district's. This should also be specified in the MOU.
- Screening processes for employU employees should include background checks.
- Based on the MOU, the district could still have risk exposures. From a contractual perspective, the CDD and employU would hold one another harmless from potential breaches of their own duty (the CDD's duty to support the decision making process:
 - o Customer trips over a sidewalk or other walking surface in excess of the ¼" elevation change considered a trip hazard by the ADA.
 - o Customer gets cleaning product in eye while cleaning golf cart because they were not provided with the proper Personal Protective Equipment or training. Related potential scenarios include eyewash station or Safety Data Sheet for the specific chemical.
 - o Customer is unsupervised for a period of time and drives golf cart into property or person(s).
- The district should have established policies and procedures in place as outlined in subsection B of section V regarding Anti-Discrimination.
- We would also be very interested in Counsel's take on the MOU. It doesn't appear that the MOU establishes the relationship between Vocational Rehab, employU, the Customer, and the District contractor relationship where the exchange is the district's training and experience for the execution of certain job tasks.

I hope this helps, please let us know if you get any more information or have additional questions.

Best Regards,

Ryan Rupnarain, ARM CPSI
Manager, Loss Control Services
Egis Insurance & Risk Advisors
250 International Parkway, Suite 260
Lake Mary, FL 32746
Direct: (321) 273.2047
Mobile: (407) 878.9971
Fax: (407) 732.7321
Email: RRupnarain@egisadvisors.com

 
www.egisadvisors.com www.fia360.org

Associate Member of the Year Award Winner Florida Association of Special Districts (FASD)
Preferred Partner of the Year Award Winner Florida Consortium of Public Charter Schools (FCPCS)

From: Jason Showe <jshowe@gmscfl.com>
Sent: Wednesday, February 17, 2021 11:36 AM
To: Ryan Rupnarain <rrupnarain@egisadvisors.com>
Cc: T Melloh <tmelloh@vieraeastcdd.com>; Lauren Vanderveer <lvanderveer@gmscfl.com>
Subject: Fwd: employU MOU

Ryan,

CDD Board is considering using employU which is a job experience program. The program provides work experience to young people, and they cover the workers comp. CDD has no expenses under the program. CDD is currently executing?

PLEASE NOTE NEW ADDRESS BELOW

Jason Showe
District Manager
Governmental Management Services, Central Florida
219 E. Livingston St
Orlando, FL 32801
407-841-5524 X 105 - Office
407-839-1526 - Fax
407-470-8825 - Cell
jshowe@gmscf.com

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Begin forwarded message:

From: T Melloh <tmelloh@vieraeastcdd.com>
Subject: Fwd: employU MOU
Date: February 12, 2021 at 12:18:29 PM EST
To: Jason Showe <jshowe@gmscf.com>

Hi Jason,

Here is the MOU for EmployU. Let me know if it's ok to sign.

Thanks,

TIM

----- Forwarded message -----

From: **mou** (at employu.org) via <mail@signnow.com>
Date: Fri, Feb 12, 2021 at 10:36 AM
Subject: employU MOU
To: <tmelloh@vieraeastcdd.com>



You were invited to review and sign a document

Hi Tim!

Let me know if you have any questions.

Thanks!

[View Document](#)

Did you receive this email by mistake or have any questions?
You can contact the sender by clicking the button below.

[Contact Sender](#)

This invite will expire in 30 days

This email contains a secure link to signNow designed for the initial recipient. Please do not forward or share this email, link, or access code with others. If you believe this email was sent to you in error, please contact the sender.





Memorandum of Understanding

A DIFFERENT APPROACH TO THE WORKFORCE

employU is a nonprofit employment service helping people with disabilities embark on a sustainable career. We look forward to building a partnership with you to enhance your business' workforce of dedicated, talented individuals. By becoming a business partner you are not just working with our customers, you are hiring a team of professionals committed to a mutually successful experience for you and our customers. A few benefit highlights include:

- We pay the wages while you train the talent
- No liability to the host business
- Candidates strategically matched to fit your business' needs
- There is no obligation to hire our customers after an on-the-job training is complete

Thank you for allowing us to be a part of this new opportunity to strengthen your workforce. Through your mentorship, you will be helping our customers develop the skills needed to realize their career goals, and in turn they will benefit your company's productivity and culture. Our dedicated team of professionals will ensure that this process is as seamless and rewarding as promised, guiding you and our clients every step of the way.

Should you have any questions, comments, or concerns, please contact me and I will personally ensure that it is resolved. I look forward to our partnership.

Sincerely,

Keith Bourkney
Executive Director
employU, Inc. | (407) 598-0202
kbourkney@employu.org



On the Job Training Program Memorandum of Understanding

between

employU, Inc.

and

This Memorandum of Understanding (MOU) sets forth the terms and understanding between **employU, Inc.** (hereinafter referred to as “**employU**”) and (hereinafter referred to as “Host Worksite”).

I. BACKGROUND

employU is a nonprofit organization that strives to help individuals with disabilities obtain employment by empowering our clients with knowledge, connections and the confidence required to embark on a new sustainable career. Three of the programs that we offer our clients: On-The-Job Training, Workforce Innovation and Opportunity Act Program (WIOA Transition Program), and Vocational Evaluation help our clients develop career and life skills that will help them obtain and maintain employment. Our vision for these programs is to have partnerships with various nonprofits and businesses that can provide job or volunteer opportunities for our clients where we can assess their strengths and weaknesses to sustain long-term careers.

II. PURPOSE & SCOPE

This MOU will serve as an understanding of the policies and procedures that must be followed regarding the placement of individuals with mental and/or physical challenges at the Host Worksite workplace with the intent of providing such individuals on-the-job training, practical experiences and/or to prepare them for employment.



III. PROCEDURES

From time to time, and in its sole discretion, **employU** may identify individuals with mental and/or physical challenges ("Customers") who it believes would benefit from working at the Host Worksite.

If Host Worksite wishes to provide a placement for a Customer, Host Worksite shall provide the following to **employU** in writing using email, U.S. mail, facsimile or other reasonable method:

- A brief description of the duties that the Customer will be expected to perform;
- The name and title of the person who will be primarily supervising the Customer;
- The hours per day of employment;
- The location where the Customer will be primarily working; and
- A brief description of the work environment.

If approved, Part I of the On the Job Training Plan and Agreement (Attachment A) will be completed for all Customers. The parties understand that the purpose of this Agreement is to create a mutually beneficial program whereby members of society with disabilities are able to provide services to the Host Worksite and in turn receive the benefit of employment experience. The parties understand Customers are at-will and may be terminated by **employU** in its sole discretion at any time. This Agreement does not provide any right to the Host Worksite for the provision of Customers.

IV. EMPLOYU RESPONSIBILITIES UNDER THIS MOU

Customers will be employees of **employU**. **employU** will be responsible for payment of wages for the Customer.

In order to ensure a successful outcome for both the Host Worksite and the Customer, **employU** may in its sole discretion provide Job Coaches and Evaluators to assist in the career development of Customer for the duration of the program. The specific job responsibilities for the Job Coaches and Evaluators will be outlined in the Customer's On the Job Training Plan.

V. HOST WORKSITE RESPONSIBILITIES UNDER THIS MOU

Hosting an employee with mental and/or physical challenges can be a rewarding experience for both the Host Worksite and the Customer. However, maintaining a safe and legal workplace is of the utmost importance. Failure to do so can result in removal of the Customer from the worksite without advance notice.

A. Meaningful Work Opportunity

Host Worksite must provide the Customer with a meaningful work opportunity. Host Worksite must also work cooperatively with any Job Coaches and/or Evaluators who are assigned to work with a particular Customer. To meet these goals, Host Worksite agrees to:

- Provide instruction to the Customer regarding safe and correct work procedures;
- Supervise the Customer's work;
- Ensure the Customer is receiving appropriate training in the anticipated areas of skills development outlined in the On-The Job Training Plan;

B. Anti-Discrimination Policies

Host Worksite shall have policies and procedures in place that ensure compliance with anti-discrimination laws including prohibiting unlawful discrimination against employees or applicants on the basis of an individual's race, color, religion, creed, sex, sexual orientation, familial status, national origin, age, disability, marital status, veteran status or any other status protected by applicable law.

Host Worksite must have policies and procedures that address the requirements of the Americans with Disabilities Act including a point of contact to request reasonable accommodations for a disability.

C. Payroll Records

Host Worksite is responsible for ensuring that accurate time records of Customer's time are maintained and transmitted to **employU** in a timely manner.



Host Worksite will not allow Customer to work greater than 40 hours in a given week without written permission from the Executive Director of **employU**.

Host Worksite may reimburse Customer for reasonable expenses incurred during the course of employment according to established organizational procedures but may not provide payment of any kind to Customer including stipends, items of more than nominal value or any other form of payment without the express written permission of **employU**.

D. Safety

Host Worksite is solely responsible for providing Customer with a safe work environment that is in compliance with all applicable local, state and federal laws and regulations.

E. No Illegal use

Host Worksite will not allow a Customer to be used for any illegal purpose or undertake any activities that would jeopardize **employU**'s status as a tax-exempt organization including but not limited to engaging in conflict of interest transactions, engaging in prohibited political activity or any other activities prohibited for 501(c)(3) tax exempt organizations.

F. INSURANCE

Vocational Rehabilitation shall secure workers' compensation coverage in such amounts as is required by applicable law covering all Customers. Amerisys is the organization to contact to notify of any on-the-job injury and to complete all requested injury or incident report forms and forward the same to **Amerisys** within 48 hours of the incident. Their contact phone number is 800-455-2079 Location Code 1036. **Vocational Rehabilitation** shall assume responsibility for workers' compensation claims management, claims filing and related procedures for all Worksite Employees.

Each party shall carry commercially reasonable liability insurance that covers property, casualty and business liabilities.



VI. INDEMNIFICATION

employU agrees to indemnify, defend and hold Host Worksite, its stockholders, officers, directors, employees, and agents from and against any and all debts, claims, causes of action, liabilities, expenses (including court costs and attorneys' fees) and suits, of whatsoever kind or nature, whether in law or in equity, which may be asserted against or incurred by them, or any of them, and which result in whole or in any material part from the breach of **employU's** duties and obligations set forth herein.

Host Worksite agrees to indemnify, defend and hold **employU**, its stockholders, officers, directors, employees, and agents from and against any and all debts, claims, causes of action, liabilities, expenses (including court costs and attorneys' fees) and suits, of whatsoever kind or nature, whether in law or in equity, which may be asserted against or incurred by them, or any of them, and which result in whole or in any material part from Host Worksite's breach of its duties and obligations set forth herein.

In any case in which this Agreement provides for indemnification, that indemnification shall be conditioned upon written notice being provided within thirty (30) days of notice of such claim. The indemnified party shall have the right to defend the claim at its own initial expense with counsel of its choice.

All indemnifications shall survive the termination of this Agreement.

VII. TERMINATION OF AGREEMENT

This term of this Agreement shall be 5 years from the date of execution, and may be extended for an additional 5 years provided such extension is memorialized in writing by the authorized officials from **employU, Inc.** and Host Worksite.

Either party may terminate the Agreement upon 7 days written notice. The Agreement may be terminated without notice if **employU** believes in its sole discretion that the placement of the Customer is no longer beneficial for whatever reason to the Customer.



VIII. CONFIDENTIALITY

Both parties acknowledge that each will have access and be privy to confidential information, including but not limited to personnel information, medical information about the Customers, policies and procedures and material pertaining to the business of the other, and other information where it is imperative that said information remain confidential. As such, both parties specifically agree to keep confidential any and all such information that they may become aware of and further agree to not communicate or disseminate any such information without the express consent of the other, or as may be required by law. In addition, both parties agree to return any materials provided to the other within thirty (30) days after termination of this Agreement.

IX. NO THIRD PARTY RIGHTS

No rights to any third party are created by this Agreement and no person not a party to this Agreement may rely on any aspects of this Agreement notwithstanding any representations, written or oral, to the contrary.

X. GOVERNING LAW

This Agreement shall be governed by, construed and enforced under the laws of Florida, excluding statutes related to conflict of laws between different jurisdictions. Venue of any actions between the parties shall be in Orange County, Florida.



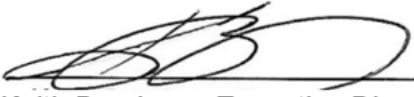
853 State Road 436, Suite 2045, Casselberry, FL 32707

o: (407) 598-0202 | f: (407) 386-3303

www.employU.org

MOU Signatures and Dates

employU, Inc.



Keith Bourkney, Executive Director

_____ Date

_____ Date

Host Worksite Representative

employU, Inc.

853 State Road 436, Suite 2045

Casselberry, FL 32707

P: 407-598-0202

F: 407-386-3303

Primary Email:

P:

F:

Primary Email:

SECTION 4

Memorial Bench and Tree Program

Memorial Program

POLICY STATEMENT: The Viera East Community Development District (VECDD) recognizes the need for community members to have an opportunity for individuals, families and organizations to memorialize an outstanding achievement or the memory of a loved one through the planting of trees or the placement of memorial benches for the entire community to use and enjoy.

POLICY/PROCEDURE: This policy was developed to provide a coordinated and consistent approach for accepting and processing memorial requests. Anyone submitting an application for a memorial item acknowledges and recognizes that the VECDD Board of Supervisors may approve or disapprove any request at its sole discretion. This policy is limited to only those common area properties owned and managed by VECDD.

General Policy Guidelines

- The purchase and dedication of any and all memorials will be funded by private individuals or groups.
- Memorials representing or depicting a commercial advertisement will not be permitted.
- Engraving on all memorial items are limited to a maximum of 4 lines and 15 characters per line.
- VECDD will have final approval of the wording for the engraving on the memorial.
- All payments for the purchase of a memorial must be made to VECDD prior to ordering and installation of the memorial.
- All memorials will be installed by a qualified contractor selected by VECDD.
- VECDD will not be responsible for the repair or replacement of any memorial. The purchaser of the memorial releases VECDD of all responsibility for repairs and/or replacement of memorial.
- The purchaser of the memorial assumes full responsibility for the cost of any and all repairs or replacement, if necessary.
- VECDD has final approval of requested memorial and location of the memorial. When determining the approval of a memorial, VECDD will consider proximity to homes, lines of sight, distance to other memorials, safety, maintenance and existing landscaping.
- VECDD, at its own discretion, may limit the total number of any type of memorial on VECDD property.

Memorial Tree Donation (\$350)

- VECDD will work with purchaser to select an appropriate tree from the recommended tree list. Recommended trees may vary from location to location. The tree must be a 30-gallon size with a minimum height of 6 feet.
- The location of the tree must be approved by VECDD. Ideal locations for memorial trees include parks, trails and other areas where the tree can be seen and enjoyed by the entire community. Memorial trees will not be planted on private residential property or any location that may violate federal, state or local laws/rules regarding tree installation. See Exhibit "B" for recommended locations.
- The date/time of planting must be coordinated with VECDD to ensure the optimal planting season for the selected tree.
- Invasive or exotic species will not be considered. Please refer to Exhibit "A" for recommended tree list. Trees on the recommended list may not be appropriate for every location. Tree selection must be coordinated with and approved by VECDD.

Memorial Tree Donation with Marker (\$500)

- See policy above regarding tree/location selection.
- Marker shall be granite (10"x8"x4") and set into the ground next to the memorial tree.

Adopt a Tree with Marker (\$200)

- Purchaser to coordinate with VECDD to select an existing VECDD tree to designate as a memorial tree.
- Marker shall be granite (10"x8"x4") and set into the ground next to the memorial tree.

Memorial Bench with Engraving (\$1,000)

- A bench of VECDD's choosing (style and color) may be purchased with engraved message on bench back.
- The determination of the need for a concrete footing/slab shall be determined by VECDD in its sole discretion. Costs of any additional slabs will be donated and added to above cost.
- A memorial bench will only be considered in locations where benches are scheduled to be replaced or where new benches are contemplated by VECDD.

Exhibit “A”

Recommended Tree List

Canopy Trees

Elms (no Chinese)
Laurel Oak (*Quercus Laurifolia*)
Live Oak (*Quercus virginiana*)
Longleaf Pine (*Pinus taeda*)
Red Maple (*Acer rubrum*)
Slash Pine (*Pinus elliottii*)
Southern Magnolia (*Magnolia grandiflora*)
Sweetgum (*Liquidambar styraciflua*)
Sycamore (*Plantanus occidentalis*)

Accent Trees

Crape-Myrtle (*Lagerstroemia indica*)
Hollywood Juniper (*Juniperus torulosa*)
Jacaranda (*Jacaranda mimosifolia*)
Ligustrum (*Ligustrum japonicum*)
Loquat (*Eriobotrya japonica*)
Peltophorum (*Peltophorum pterocarpum*)
Savannah Holly (*Ilex opaca*, “Savannah”)
Tabebuia Varieties
Nellie Stevens

Exhibit “B”

Recommended Areas for Memorials

Memorial Tree Donation

VECDD Parks, Trails and VECDD Common Areas

Adopt a Tree

All areas with existing VECDD trees

SECTION 5



Date Prepared: 2/10/2021

Account Manager: Eric Leister

Phone: 386-449-8756

Email: Eric@appliedpeo.com

COST ANALYSIS

Viera East

	Applied Business Solutions	vs.	Current Cost
FICA	\$ 72,176.83		\$ 72,176.83
FUTA	\$ 2,058.00		\$ 2,058.00
SUTA	\$ 10,290.00		\$ 18,522.00
Work Comp	\$ 16,982.78		\$ 25,747.54
Service Fee	\$ 27,048.00		\$ 32,928.00
Employer Benefit Cost			
Employee Benefit Cost			

	Savings		
Total Monthly Cost:	\$ 10,712.97	\$1,906.39	\$ 12,619.36
Total Annual Cost:	\$ 128,555.61	\$22,876.76	\$ 151,432.37

(855) 792-2808

www.AppliedPEO.com

2931 Plummer Cove Road, Jacksonville, FL 32223



SERVICE PROPOSAL

Prepared For

Viera East



2/8/2021

Viera East

2300 Clubhouse Drive

Rockledge, FL 32955

Thank you for your interest in Applied Business Solutions. Per the services we discussed, I have enclosed a proposal that has been prepared with your specific business needs in mind. This proposal also includes additional information you may find helpful.

If you have any questions concerning this proposal, please do not hesitate to contact me.

Best Regards,

Blake Odom

CEO

Blake@appliedpeo.com

Service Detail for: Viera East

Employees	49
Payroll Frequency	Bi Weekly
Start Date	4/1/2021

Payroll Services

- Payroll Processing
- New Hire Reporting
- Electronic Reports
- Garnishment Payment Service
- Customized Employee Access
- General Ledger Interface
- Pay Options Including Direct Deposit
- Delivery Available
- State Unemployment Service
- PTO Tracking and Approval
- W2 Processing and Delivery Included
- Payroll Management Reports
- Reconciliation and Reporting for Workers Comp
- Time Clock System w/Geo Fencing Capability

HR Services

- New Hire Paperwork/On-boarding
- State and Federal Compliance Resources
- 24/7 Online HR Support
- HR Forms & Documents
- HR Tracking (performance, education, Certs)
- Document Cloud Storage
- Enhanced HR - DOL Assistance
- Assistance with Employment Contracts
- Online HR Portal Access
- Handbook Audit & Adjustments
- Employment Practices & Liability Insurance- EPLI
- HR Contracts & Documentation Assistance
- Benefit Management and Administration
- Assistance with Workplace Conflicts
- On-Boarding and Off-Boarding Assistance



Service Summary for: Viera East

Employees	49
Cost Per Employee Per month	\$46

WHAT YOU CAN EXPECT WHEN YOU CHOOSE APPLIED BUSINESS SOLUTIONS:

- Quick turn-around of payroll as either a printing check, direct deposit advices or prepaid card
- 24/7 employer access through web-based portal
- 24/7 Mobile payroll access
- Dedicated service personnel to handle all of your needs personally
- Employment Practices and Liability Insurance Coverage
- 24/7 Employee access to personal information
- Employee and Payroll Related HR Support available online or over the phone

Exhibit 'A' Explained:

FICA - This is the mandatory government deduction for Social Security and Medicare.

FUTA & SUTA - Mandatory Federal and State unemployment tax rates, respectively.

FL WC - Code 9060 at 1.80% (According to NCCI clerical is included in this code)

Service Fee - this is set at a per employee per month cost of \$46

Before Cutoff - This total includes SUTA & FUTA

After Cutoff - At \$7,000 in annual pay per employee, the employer no longer matches FUTA & SUTA fees.

*Current Suta appears to be 5.4% - will drop to 3.0% under Applied

*This is a proposal only. Fees shown are estimates and subject to change based actual payroll details, frequency, number of employees, etc. Additional fees may be incurred for additional tax filings which may include, but are not limited to, any additional states or 'applied for' status, or for additional services purchased. Please consult with your sales representative for more details. The information contained in this proposal is confidential and proprietary and should not be shared with anyone outside of your company.



2931 Plummer Cove Rd
Jacksonville, FL 32223
Phone: (855)792-2808
Fax: (904) 930-4271

Account Manager: Blake Odom
Phone Number:
Email: Blake@appliedpeo.com

Proposal Date: 2/10/2021
Proposal Expiration: 3/10/2021

EXHIBIT "A"

PREPARED FOR: Viera East

Total	WC	Employer	Employer					Service	Total Fee	Total Fee After
EE	WC Description	Code	FICA	Medicare	FUTA	SUTA	WC %	Fee*	Before Cutoff	Cutoff
49	Country Club/Golf	9060	6.20%	1.45%	0.60%	3.00%	1.80%	\$46	13.05%	9.45%

Estimated Weekly Payroll: \$18,144.00

Set Up Fee: **Waived**

Minimum Admin Fee Per Week: \$50

Per Employee Set Up Fee: \$5

Courier Delivery Fee: Cost of Shipping

No-Loss Time Injury Fee: \$500

Loss Time Injury Fee: \$1,000

* Service fee consists of both an "Admin Fee" and "Risk Management Fee" - **Set rate of \$46 per employee per month including EPLI**

ALL PROPOSALS ARE SUBJECT TO UNDERWRITING APPROVAL

The client is aware that should the payroll volume totals shift below the original amount or there is a shift in labor from one code to another, an increase in administration fees or workers compensation minimums could be applied

The Total Fee is the amount charged on each payroll in excess of Gross Wages. The Total Fee includes all employer related taxes, insurance products, and human resource management duties assumed by the PEO as outlined in the Client Service Agreement

Customer Name: _____

Signature: _____

Date: _____

Print Name and Title: _____



Introduction

We will begin the Sign-on process by providing an introductory phone call from your main Payroll Contact, followed up by an email with their direct contact information.



Easy Sign-On Form

We will internally prepare our **Easy Sign-on Form** which will be emailed to you using our secure document transfer service **PandaDoc**.

The electronic Easy Sign-on Form will request from you some basic information and selected preferences. We are happy to help you in completing this form should you need assistance.



Payroll Forms

You will receive an email from **InsureSign** containing the following forms for signature:

- **ACH Sign-on Forms**
- **Payroll Power-of-Authority**

Once all documents are signed and received we will submit them to our providers.

Please note, when our ACH Provider receives your signed forms they will run a penny transaction between \$0.01 and \$0.99 within 1-3 business days. We'll reach out to you to verify the account and complete the direct deposit activation.



Timekeeping Setup

(if applicable)

During our back-end timekeeping setup, your Payroll Contact will reach out to you to ensure the details are setup exactly to your business specifications.

Once the system and timekeeping setup is completed, we'll email the on-boarding invitations to your employees to complete their online hiring forms and access the employee portal.



Software Training

Software training is available via videos, webinar, and in-person sessions (available in most locations). We will reach out to you to inquire about your preferred software training.



Your First Payroll

We are dedicated to simplifying the payroll process. Your payroll will be built using a customized internal structure to ensure your payroll system is operating smoothly. Afterwards, your Payroll Contact will reach out to you to ensure the payroll process meets your expectations.

From: **Blake Odom** blake@appliedpeo.com

Subject: **Re: Viera East- Service Proposal**

Date: **March 4, 2021 at 10:02 AM**

To: **Jason Showe** jshowe@gmscfl.com

Cc: **Eric Leister** eric@appliedpeo.com, **T Melloh** tmelloh@vieraeastcdd.com, **Darrin Mossing** dmossing@gmstnn.com,
Lauren Vanderveer lvanderveer@gmscfl.com, **Hannah Smith** hsmith@gmstnn.com

BO

Jason,

I have answered your questions below. Please let me know if you have any questions. Thank you!

- 1) During a switch in providers, can you ensure same paydays are kept and no delays made to employee checks? **Yes, there will be no delays in pay.**
- 2) Is direct deposit an option for employees? **Yes it is. You can pay direct deposit, paper check, or pay cards.**
- 3) Timeframe wise, if Board makes a vote to change at March meeting, we would likely be looking at a 5/1 "switch date" or we could adjust it based on pay periods. Does this sound doable? **Yes that will be fine. We typically look to have 30 days to on-board since your health is staying where it is, we can process your on-boarding in 2 to 3 weeks.**
- 4) Any perspective on what the potential health insurance deductible might be if we were to change plans? I know this is a particular concern for the employees. **That would be your choice. We have plans with deductibles ranging from \$500 to \$7,500. When we are talking about a rate decrease that would be based on a similarly valued plan to the one you have now.**

Blake Odom | President & COO



[Applied Business Solutions](#)

Toll Free: (855) 792-2808 Ext: 520

Direct: (904) 638-1633
Fax: (904) 930-4271

Email: Blake@AppliedPEO.com

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On Thu, Mar 4, 2021 at 9:51 AM Jason Showe <jshowe@gmscfl.com> wrote:

Blake,

A couple of other questions from an employee standpoint:

- 1) During a switch in providers, can you ensure same paydays are kept and no delays made to employee checks?
- 2) Is direct deposit an option for employees?
- 3) Timeframe wise, if Board makes a vote to change at March meeting, we would likely be looking at a 5/1 "switch date" or we could adjust it based on pay periods. Does this sound doable?
- 4) Any perspective on what the potential health insurance deductible might be if we were to change plans? I know this is a particular concern for the employees.

Thanks again

PLEASE NOTE NEW ADDRESS BELOW

Jason Showe
District Manager
Governmental Management Services, Central Florida
219 E. Livingston St
Orlando, FL 32801
407-841-5524 X 105 - Office
407-839-1526 - Fax
407-470-8825 - Cell
jshowe@gmscfl.com

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History.—s. 1, ch. 2006-232.

On Mar 4, 2021, at 9:38 AM, Blake Odom <blake@appliedpeo.com> wrote:

Jason,

Yes we would notify you 30-45 days in advance. Anytime there is an increase in price on WC or SUTA we review the claims data with you and explain why there needs to be an increase.

Please let me know if you have any other questions.

Thank you!

Blake Odom | President & COO



[Applied Business Solutions](#)

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On Thu, Mar 4, 2021 at 9:28 AM Jason Showe <jshowe@gmscfl.com> wrote:

Thanks Blake, upon review, we are getting closer to being able to discuss/present this to the Board. One final note, would you notify us of increases in W/C, SUTA or employee - per rates prior to increases? Our current vendor has not been very prompt in notifying us of increases.

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History.—s. 1, ch. 2006-232.

On Mar 3, 2021, at 3:09 PM, Blake Odom <blake@appliedpeo.com> wrote:

Jason,

From: **Blake Odom** blake@appliedpeo.com

Subject: **Re: Viera East- Service Proposal**

Date: **March 4, 2021 at 9:38 AM**

To: **Jason Showe** jshowe@gmscfl.com

Cc: **Eric Leister** eric@appliedpeo.com, **T Melloh** tmelloh@vieraeastcdd.com, **Darrin Mossing** dmossing@gmstnn.com,
Lauren Vanderveer lvanderveer@gmscfl.com, **Hannah Smith** hsmith@gmstnn.com

BO

Jason,

Yes we would notify you 30-45 days in advance. Anytime there is an increase in price on WC or SUTA we review the claims data with you and explain why there needs to be an increase.

Please let me know if you have any other questions.

Thank you!

Blake Odom | President & COO

Applied
Business Solutions

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Email: Blake@AppliedPEO.com

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History:—s. 1, ch. 2006-232.

On Mar 3, 2021, at 3:09 PM, Blake Odom <blake@appliedpeo.com> wrote:

Jason,

I answered your questions below in red. Please let me know if you have any questions. Thank you!

- 1) How long with the SUTA and Workers Comp rates be in effect for? What is the period when those would be reevaluated? SUTA and WC are evaluated on an annual basis. We will also assist to help keep your rates the same or get them reduced. **SUTA rate with the state is definitely a concern, we can assist with or take over all unemployment claims moving forward, if you allow us to.**
- 2) We understand that we would keep our current health care provider through the current year, then you might have some options. I know you can not lock in a price today, but any indication or scope on what those savings might be? **It's hard to say your current demographics stay the same, I would be shooting for a 10% to 20% decrease.**
- 3) What is name and AM Best rating of the PEO Workers Compensation carrier? **United Wisconsin Insurance Company**
- 4) Has ABS reviewed the Districts W/C loss history? **Yes we were provided with your loss runs before we approved your rates.**
- 5) How will past and future W/C losses impact the rate and proposed savings? **We already put your risk characteristics through underwriting. All of the past losses have already been considered before issuing your rate. The rate we provided is already approved. We will re-evaluate the rating each year.**
- 6) Will ABS use a 1.0 W/C Exp. Modifier when calculating premium? **Yes that is correct.**
- 7) Similarly, how will employee turn-over impact the SUTA rate? **The SUTA rate is impacted based on the total amount paid out in unemployment. If we can assist with this process and we believe we reduce this rate further moving into future years. Most companies that we see with SUTA rates in excess of 2.7% are typically not contesting any unemployment claims. Although we aren't going to re you to do so, we would ask to allow us to review your current process.**

Blake Odom | President & COO

Applied
Business Solutions

[Applied Business Solutions](#)

Toll Free: (855) 792-2808 Ext: 520

Direct: (904) 638-1633
Fax: (904) 930-4271

Email: Blake@AppliedPEO.com

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On Wed, Mar 3, 2021 at 2:43 PM Jason Showe <jshowe@gmscfl.com> wrote:

Blake,

We are continuing to review, and appreciate the assistance. Here are some additional questions:

- 1) How long with the SUTA and Workers Comp rates be in effect for? What is the period when those would be reevaluated?
- 2) We understand that we would keep our current health care provider through the current year, then you might have some options. I know you can not lock in a price today, but any indication or scope on what those savings might be?
- 3) What is name and AM Best rating of the PEO Workers Compensation carrier?
- 4) Has ABS reviewed the Districts W/C loss history?
- 5) How will past and future W/C losses impact the rate and proposed savings?
- 6) Will ABS use a 1.0 W/C Exp. Modifier when calculating premium?
- 7) Similarly, how will employee turn-over impact the SUTA rate?

We appreciate your assistance as we dig through this complicated issue.

From: Mark Grimmel mgrimmel@egisadvisors.com
Subject: RE: Viera East- Service Proposal
Date: March 3, 2021 at 4:23 PM
To: Jason Showe jshowe@gmscfl.com
Cc: Darrin Mossing dmossing@gmstnn.com

MG

Jason - Blake's answers are satisfactory. The carrier is rated "A" excellent by AM Best. You could request that they start the district off with a 2.7% SUTA rate instead of 3.0% with a commitment to let them unemployment claims. Also, make sure they notify you of any W/C, SUTA, or per employee rate increases. Paychecks just kept increasing the rate without any notification.

Warm regards,

Mark Grimmel CIC AAI ARM-Public Entities
Egis Insurance & Risk Advisors
Direct: (561) 693.4515
Mobile: (954) 857.1267
Fax: (561) 409.2353
Email: mgrimmel@egisadvisors.com
www.egisadvisors.com
www.fia360.org

*Associate Member of the Year Award Winner Florida Association of Special Districts (FASD)
Preferred Partner of the Year Award Winner Florida Consortium of Public Charter Schools (FCPCS)*

From: Jason Showe [<mailto:jshowe@gmscfl.com>]
Sent: Wednesday, March 3, 2021 4:06 PM
To: Mark Grimmel <mgrimmel@egisadvisors.com>
Cc: Darrin Mossing <dmossing@gmstnn.com>
Subject: Fwd: Viera East- Service Proposal

Mark,

See some answers received below.

PLEASE NOTE NEW ADDRESS BELOW

Jason Showe
District Manager
Governmental Management Services, Central Florida
219 E. Livingston St
Orlando, FL 32801
407-841-5524 X 105 - Office
407-839-1526 - Fax
407-470-8825 - Cell
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History.—s. 1, ch. 2006-232.

Begin forwarded message:

From: Blake Odom <blake@appliedpeo.com>
Subject: Re: Viera East- Service Proposal
Date: March 3, 2021 at 3:09:25 PM EST
To: Jason Showe <jshowe@gmscfl.com>
Cc: Eric Leister <eric@appliedpeo.com>, T Melloh <tmelloh@vieraeastcdd.com>, Darrin Mossing <dmossing@gmstnn.com>, Lauren Vanderveer <lvanderveer@gmscfl.com>, Hannah Smith <hsmith@gmstnn.com>

Jason,

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- 2) We understand that we would keep our current health care provider through the current year, then you might have some options. I know you can not lock in a price today, but any indication or scope on what those savings might be? **It's hard to say, but if your current demographics stay the same, I would be shooting for a 10% to 20% decrease.**
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Applied
Business Solutions

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Direct: (904) 638-1633
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History.—s. 1, ch. 2006-232.

On Feb 25, 2021, at 12:58 PM, Blake Odom <blake@appliedpeo.com> wrote:

Jason,

The invoice we were provided shows SUTA charges of \$1,807.94 on \$36,289.91 of payroll, which equals 4.98%. We proposed a 3.0 SUTA rate.

The work comp rate on our proposal is 1.80% and the current rate breakdown on the invoice was \$990.29 in charges against the same \$36,289.91 in pay, which shows your current comp rate at 2.73%.

Our Workers Comp carrier is United Wisconsin Insurance Company, they are A rated. There are no deductibles associated with this policy.

The EPLI coverage is through Beazly. The policy is a \$1M per occurrence and \$2M aggregate. The deductible for this policy is \$25k.

There are no legal issues or restrictions with a public entity being a part of a co-employment arrangement. We are simply considered the employer of record for payroll tax purposes with the IRS and therefore we assume the payroll tax liability.

Please let me know if you have any questions.

Thank you!



Blake Odom | President & COO
Blake@AppliedPEO.com
Toll Free: (855) 792-2808 Ext: 520
Direct: (904) 638-1633
Fax: (904) 930-4271
Email: Blake@AppliedPEO.com

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On Thu, Feb 25, 2021 at 10:59 AM Jason Showe <jshowe@gmscfl.com> wrote:

Blake,

In addition, a few other questions based on our review:

- 1) Any restrictions in the ABS contract on governmental entities as we are a public entity?
- 2) What is the Employment Practices Liability (EPLI) claim deductible?
- 3) What is name and AM Best rating of the PEO Workers Compensation carrier?

Thanks for your help

PLEASE NOTE NEW ADDRESS BELOW

Jason Showe
District Manager
Governmental Management Services, Central Florida
219 E. Livingston St

From: **Blake Odom** blake@appliedpeo.com

Subject: **Re: Viera East- Service Proposal**

Date: **February 25, 2021 at 12:59 PM**

To: **Jason Showe** jshowe@gmscfl.com

Cc: **Eric Leister** eric@appliedpeo.com, **T Melloh** tmelloh@vieraeastcdd.com, **Darrin Mossing** dmossing@gmstnn.com,
Lauren Vanderveer lvanderveer@gmscfl.com, **Hannah Smith** hsmith@gmstnn.com

BO

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The EPL coverage is through Beazly. The policy is a \$1M per occurrence and \$2M aggregate. The deductible for this policy is \$25k.

There are no legal issues or restrictions with a public entity being a part of a co-employment arrangement. We are simply considered the employer of record for payroll tax purposes with the IRS and therefore we assume the payroll tax liability.

Please let me know if you have any questions.

Thank you!

Blake Odom | President & COO



[Applied Business Solutions](#)

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Direct: (904) 638-1633

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Email: Blake@AppliedPEO.com

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407-470-8825 - Cell
jshowe@gmscfl.com

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History.—s. 1, ch. 2006-232.

On Feb 24, 2021, at 3:29 PM, Jason Showe <jshowe@gmscfl.com> wrote:

Blake,

A couple other questions.

- 1) Can you show the calculations for SUTA and Workers Comp? We just want to be sure we are reading and evaluating those savings property.
- 2) Who is your carrier for the insurance providers in the proposal, and what are the deductibles?

PLEASE NOTE NEW ADDRESS BELOW

Jason Showe
District Manager
Governmental Management Services, Central Florida
219 E. Livingston St
Orlando, FL 32801
407-841-5524 X 105 - Office
407-839-1526 - Fax
407-470-8825 - Cell
jshowe@gmscfl.com

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History.—s. 1, ch. 2006-232.

On Feb 23, 2021, at 9:38 AM, Blake Odom <blake@appliedpeo.com> wrote:

Jason,

Let me know if you can see it now.

Thank you!

Blake Odom | President & COO



[Applied Business Solutions](#)

Toll Free: (855) 792-2808 Ext: 520

Direct: (904) 638-1633

Fax: (904) 930-4271

Email: Blake@AppliedPEO.com

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SECTION 6

FOUNTAIN DESIGN GROUP, INC.
dba CASCADE FOUNTAINS DIV.

7628 N.W 6th AVENUE BOCA RATON, FL. 33487
SERVICE CENTERS : ORLANDO AND TAMPA
PHONE: (800) 446-1537 FAX (561) 994-3944

PROPOSAL # 8197

Date: February. 08, 2021

To: Government Management Services
219 E. Livingston Street
Orlando, Fl. 32801
Attn: Jason Showe
Cell: 407-470-8825
Office: 407-841-5524 ext. 105
Email: jshowe@gmscfl.com

Ship To: Viera East CDD
1705 Crane Creek Blvd.
Viera, Fl. 32940

Equipment: Aries 300 Floating Fountains

Scope of Work:

Deliver and install three (3) Aries 300, 3hp, 230v, single phase lake fountains with two (2) white LED lights and 125' of power cables on each of the fountains. Cascade Fountains will float the fountains into position in the lakes and properly moor them in place. The fountains will be ETL listed and meet or exceed all NEC and local electrical codes.

Cascade Fountains will provide UL Listed control panel for each of the fountains. It is the responsibility of an electrician to mount the control panels, hot wire the controls with the proper wiring and load requirements.

Electrician must provide a conduit, 2" minimum from the control panel location to the lake edge for the power cables coming from the fountains to the controls (conduit size is determined by the size of the power cables. Consult with Cascade Fountains about wire sizes and recommended conduit sizing).

Cascade Fountains will run the power cables from the fountains to the controls and terminate the wiring on the fountain side of the panels. Cascade Fountains will start the fountains, test the system and make any adjustments to the spray pattern that are necessary.

- * All Permits are the responsibility of others.
- * A three year limited warranty on all fountain components, including labor.
- * A five year warranty on fountain components, including labor, with the acceptance of our quarterly maintenance contract

\$8,135.00 per Aries 300 Total Cost \$ 24,405.00

Respectfully Submitted,
FOUNTAIN DESIGN GROUP

Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted. Fountain Design Group, Inc. is authorized to complete the work as specified.

Signature:

Date

CONDITIONS

All work is to be completed in a workmanlike manner. Any alteration from specifications involving extra costs will be executed only upon written approval from the client and will become an additional charge from the approved proposal amount



FOUNTAIN DESIGN GROUP, INC

CASCADE FOUNTAINS FOUNTAIN SERVICE

7628 N W 6th AVENUE BOCA RATON FL 33487

FOUNTAIN SPECIFICATIONS ARIES 300

- | | | | |
|---|---|---|---|
| 1 | 4' Rotocast Floatation Unit with four watertight compartments for ballast | 1 | Brass Three-tier castle display jet |
| 1 | 3 HP, 230 Volt, Single - Phase Submersible Fountain Pump stainless steel sealed motor, and over-load protection | 2 | White LED Lighting Systems, 120volt mounted on stainless steel brackets |
| 1 | Custom stainless steel pump mounting harness | 1 | Adjustable Valve |
| 1 | Custom stainless steel intake screen | 1 | 200' length of 12/4 electrical supply cable, Pump |
| | | 1 | 200' length of 12/3 electrical supply cable, Lights |
| | | 1 | Control Panel |



CONTROL PANEL ETL LISTED

230Volt/1PH/Neutral
NEMA 3R Enclosure
GFI Circuit Breaker - Pump
GFI Circuit Breaker - Light
Circuit Breaker - Timer
One Digital Clock that controls both the motor and lighting system

DISPLAY:

A three-tier display with center stream reaching a height of approximately 18', and the two lower tiers appropriately balanced. The fountain is accented with white LED lights

FOUNTAIN DESIGN GROUP, INC.
dba CASCADE FOUNTAINS DIV.

7628 N.W 6th AVENUE BOCA RATON, FL. 33487
SERVICE CENTERS : ORLANDO AND TAMPA
PHONE: (800) 446-1537 FAX (561) 994-3944

PROPOSAL # 8198

Date: February. 08, 2021

To: Government Management Services
219 E. Livingston Street
Orlando, Fl. 32801
Attn: Jason Showe
Cell: 407-470-8825
Office: 407-841-5524 ext. 105
Email: jshowe@gmscfl.com

Ship To: Viera East CDD
1705 Crane Creek Blvd.
Viera, Fl. 32940

Equipment: Aries 500 Floating Fountains

Scope of Work:

Deliver and install three (3) Aries 500, 5hp, 230v, single phase lake fountains with three (3) white LED lights and 200' of power cables on each of the fountains. Cascade Fountains will float the fountains into position in the lakes and properly moor them in place. The fountains will be ETL listed and meet or exceed all NEC and local electrical codes.

Cascade Fountains will provide UL Listed control panel for each of the fountains. It is the responsibility of an electrician to mount the control panels, hot wire the controls with the proper wiring and load requirements.

Electrician must provide a conduit, 2" minimum from the control panel location to the lake edge for the power cables coming from the fountains to the controls (conduit size is determined by the size of the power cables. Consult with Cascade Fountains about wire sizes and recommended conduit sizing).

Cascade Fountains will run the power cables from the fountains to the controls and terminate the wiring on the fountain side of the panels. Cascade Fountains will start the fountains, test the system and make any adjustments to the spray pattern that are necessary.

- * All Permits are the responsibility of others.
- * A three year limited warranty on all fountain components, including labor.
- * A five year warranty on fountain components, including labor, with the acceptance of our quarterly maintenance contract

\$10,80.00 per Aries 500 Total Cost \$ 32,340.00

Respectfully Submitted,
FOUNTAIN DESIGN GROUP

Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted. Fountain Design Group, Inc. is authorized to complete the work as specified.

Signature: _____

Date _____

CONDITIONS

All work is to be completed in a workmanlike manner. Any alteration from specifications involving extra costs will be executed only upon written approval from the client and will become an additional charge from the approved proposal amount



Cascade Fountains

A Division of Fountain Design Group, Inc.

7628 NW 6th Avenue

Boca Raton, FL 33487

Phone 561-994-3939

Fax 561-994-3944

Toll Free 800-446-1537



ARIES 500

An adjustable three-tier display capable of reaching a height of approximately 20'-25', with two lower adjustable tiers for balance. The fountain is accented with 1500 watts of quartz lighting.



Fountain-ETL Listed

- ① 4' rotocast floatation unit with four water tight compartments for ballast
- ① 5 HP 230 volt *single phase submersible fountain pump with stainless steel sealed motor and over-load protection
- ① Custom stainless steel pump mounting harness
- ① Custom stainless steel intake screen
- ① Brass adjustable three-tier castle display jet
- ③ 500 watt 115 volt submersible fountain lights, tempered lenses, mounted on stainless steel brackets
- ① Adjustable flow valve
- ① 200' length of 8/4 submersible electrical supply cable, pump
- ① 200' length of 10/3 submersible electrical supply cable, lights
- ① Control panel

Control Panel-ETL Listed

NEMA 3R enclosure
Single phase motor starter
Start/run capacitors
Overload protection
GFI circuit breaker - pump
GFI circuit breaker - light
Circuit breaker - timer
24-hour time clock - pump
24-hour time clock - lights

*This unit is also available in 3-phase***
*Fountain requires a 60 AMP, 230V single phase service with neutral



* This specification is subject to change without notice.

We just Make Grand Entrances

www.cascadefountains.com

SECTION 7

From: Jason Showe jshowe@gmscfl.com
Subject: VECDD - Fwd: District Engineer
Date: March 2, 2021 at 10:31 AM

JS

To: Rob Dale robcd@cfi.rr.com, Steve Colasinski stevecdd@yahoo.com, Pete Carnesale pete.vecdd@carnesale.com,
David Bedwell bedwelldb.db@gmail.com, Paul McCarthy mccarthyviera@gmail.com
Cc: Lauren Vanderveer lvanderveer@gmscfl.com, T Melloh tmelloh@vieraeastcdd.com

Dear Board Members,

At the request of the Chair, I am forwarding the below email chain on. Please let me know if you have any questions.

PLEASE DO NOT REPLY TO ALL

PLEASE NOTE NEW ADDRESS BELOW

Jason Showe
District Manager
Governmental Management Services, Central Florida
219 E. Livingston St
Orlando, FL 32801
407-841-5524 X 105 - Office
407-839-1526 - Fax
407-470-8825 - Cell
jshowe@gmscfl.com

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History.—s. 1, ch. 2006-232.

Begin forwarded message:

From: "Rob Dale" <robcd@cfi.rr.com>
Subject: Re: District Engineer
Date: March 2, 2021 at 10:01:49 AM EST
To: "Jason Showe" <jshowe@gmscfl.com>
Cc: "Lauren Vanderveer" <lvanderveer@gmscfl.com>, "T Melloh" <tmelloh@vieraeastcdd.com>
Reply-To: "Rob Dale" <robcd@cfi.rr.com>

Jason,

Thank you. I appreciate all the detail in this response. Please forward this to the board so they know about this discussion and at the workshop we can decide how we would like to proceed as a board.

From: "Jason Showe"
To: "Rob Dale"
Cc: "Lauren Vanderveer", "T Melloh"
Sent: Tuesday March 2 2021 9:27:36AM
Subject: Re: District Engineer

Rob,

We can certainly proceed in any matter the Board would determine. If it is the direction of the Board to discuss Engineering services prior to bidding the irrigation system, we can move in that direction. I will note several items in regards to bidding out Engineering Services so that the Board would be aware:

1) The process to bid out Engineering would likely take between 90-120 days to compete and get new Engineer in. The Board at a regular meeting, would have to approve a RFQ document, and that would have to be placed in the paper for advertisement at a minimum of 30 days. The RFQ is largely determined by Florida Statutes, but the Board would need to approve it due to the advertising costs and to formally approve. The Board would then need to discuss and rank received proposals at a meeting, and current vendor would have a 30 day termination. So it is a lengthy process, and I would not recommend it without knowing that it could impact the timing of other projects.

would not recommend it without knowing that it could impact the timing of other projects.

2) The RFQ process does not include hourly pricing for those that bid. This is a different process, and price is not a part of the bid. The Board would be soliciting qualified vendors, and only reviewing qualifications. The Board would select their highest qualified vendor, and then you enter into contract negotiations.

3) We went through this process at a District recently, and there is also significant costs in the new vendor learning about the District. In a District as complex as Viera, any new vendor would be charging hourly to learn the District, and therefore those costs would be paid by the CDD in hourly rates from the General Fund. These would not be eligible to be paid from bond funds.

4) The CDD did not directly pay for any lodging for the bulkheads. It was a factor in the pricing, because rarely do the vendors have an extensive crew locally to complete the work. Typically with large construction projects, the vendor has to bring crews into the area to complete the project in one staging. Without COVID, they likely could have reduced their costs for lodging, which may have reduced the overall cost to the CDD. The vendor bid a total cost to complete the project. The lodging was simply a factor in to an item that could have increased the cost of their bid. I will reattach the memo for reference. The CDD would never directly pay for lodging, as that would be a cost to the vendor. Excluding out of area vendors from bidding would limit the amount of bidders any project would receive. I would expect extremely limited amount of irrigation bids if we specifically exclude the ability for them to lodge their employees. It is my opinion that the Engineer is not responsible for the increased cost over the estimate on this particular project, but I certainly understand the concerns of the Board. The current vendor did offer to chat, likely at their own expense to a Board member in regards to the memo as well. If that is something I can help set up, let me know.



MEMORANDUM

Date: January 4, 2021

To: Viera East CDD Board of Supervisors

From: Peter Armans, P.E. District Engineer

Subject: Bulkheads Replacement Project Bid Price Memo

Report:

Dewberry Engineers (Dewberry) is submitting this Memo to the Viera East CDD (the District) Board of Supervisors (Board) based on the District Manager request. This Memo was requested to summarize the Engineer's opinion on the factors that contributed to a higher than expected bid price.

The bid price received by the District was higher than expected due to the following reasons:

1. **Availability of Local Contractors:** Based on the type of construction, no local/qualified contractors were available to provide bids on the Bulkheads project. Typically, non-local contractors incur higher costs for mobilizing, demobilization, and lodging.
2. **Availability of Bulkheads Sub-Contractors:** At the time of bidding, the District received one bid from Landirr Inc. (Landirr). Landirr noted a shortage of available Sub-Contractors to complete the work which resulted in a higher bid price.
3. **COVID-19:** In an effort to follow CDC guidelines, contractor's lodging costs were expected to increase to maintain social distancing. Also, productivity was expected to decrease which results in a higher labor cost.
4. **Public Contract Requirements:** A previous quote was received by the golf course at a lower price than the bid amount received by the District. However, the contractor who provided the previous quote decided not to bid on the project due to the contractual requirements of a public contract. Public Contract requirements must be followed by the District.

Additional factors may have contributed to the higher bid amount. However, the factors noted above are believed to be primary in affecting the bid amount received by the District.

If you have any comments or questions about this Memo, you may contact me at Parmans@dewberry.com, or 321-354-9767.

Just some of my recommendations, Dewberry did prepare a majority of the irrigation project bid documents, and those costs would be contractually obligated to be paid, even if the Board decides to bid Engineering services out. It would be my recommendation to have the Board (three of which members were not on the Board at the time of the Bulkhead approval) go through the irrigation bidding with Dewberry and evaluate their ability based on that project. I think this is the most cost efficient path forward. And once that project is done, the Board has ample time to determine if a change of vendor is worthwhile.

As a note, GMS has no relationship with Dewberry, and I am not defending their position in any way. I just want to provide you my perspective and experience to assist in making the best decision possible for the Board. As always, I am happy to coordinate in any direction the Board would like. Let me know if you have any questions.

PLEASE NOTE NEW ADDRESS BELOW

Jason Showe
District Manager
Governmental Management Services, Central Florida
219 E. Livingston St
Orlando, FL 32801
407-841-5524 X 105 - Office
407-839-1526 - Fax
407-470-8825 - Cell
jshowe@gmscfl.com

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History.—s. 1, ch. 2006-232.

On Mar 2, 2021, at 8:49 AM, Rob Dale <rob added@cfl.rr.com> wrote:

Jason,

Based on comments at the meeting and elsewhere from Board Members and residents, I think it's important to have a discussion at the workshop as to whether we continue our relationship with Dewberry. I think the bulkhead cost overruns and subsequent Dewberry response have some questioning Dewberry's ability to effectively get us through the irrigation process. Since I am not King of the board I believe the matter should be an agenda item for discussion before we decide on the irrigation. I don't want this issue to consume valuable time at another board meeting unless we know what we're doing.

As an aside, one issue I want to make sure is clear with any irrigation contract is that I do not think support is there to pay for lodging for any contractor. I think that was a big point of contention in the bulkhead contract.

Thanks,

— .



Rob

Rob Dale
Chairman, Board of Supervisors
Viera East Community Development District