

*Viera East
Community Development District*

Agenda

April 27, 2023

AGENDA

Viera East
Community Development District
219 E. Livingston St. Orlando, FL 32801
Phone: 407-841-5524

April 20, 2023

Board of Supervisors
Viera East Community
Development District

Dear Board Members:

The Board of Supervisors of the Viera East Community Development District will meet **Thursday, April 27, 2023, at 7:00 p.m. in the Multi-Purpose Room, Faith Lutheran Church, 5550 Faith Drive, Viera, FL.**

Board of Supervisors Meeting

- I. Roll Call
- II. Pledge of Allegiance
- III. Public Comment Period
- IV. Approval of Minutes of the March 23, 2023, Board of Supervisors Meeting
- V. New Business
 - A. Discussion of Support Letter for Sound Reduction Group
 - B. Approval of Issuance of RFP for Parking Lot Sealing
- VI. Old Business
 - A. Action Items List
- VII. Staff Reports
 - A. General Manager's Report
 - B. District Manager's Report
 - i. Presentation of Number of Registered Voters- 7,764
 - C. Engineer's Report
 - D. Lifestyle/ Marketing Report
 - E. Restaurant Report
- VIII. Treasurer's Report- Consideration of Financial Statements
 - A. Approval of Check Register
 - B. Balance Sheet and Income Statements
 - C. Approval of Requisition
- IX. Supervisor's Requests
- X. Adjournment

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 **Thursday, March 23, 2023** at 7:00 p.m. at Faith Lutheran Church in the Multi-Purpose Room, 5550 Faith Drive, Viera, Florida.

Present and constituting a quorum were:

Rob Dale	Chairman
Jennifer DeVries	Vice Chairman
Steve Colasinski	Treasurer
Pete Carnesale	Assistant Secretary
Ron Rysztogi	Assistant Secretary

Also present were:

Jason Showe	District Manager
Jeremy LeBrun	GMS
Michelle Webb	Lifestyle/Marketing Director
Jim Moller	Golf Maintenance Superintendent
Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order at 7:00 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Public Comment Period

Mr. Showe: We have a Request to Speak Form from Mr. Jack Karabasz. I will ask that you state your name and address for the record and keep your comments to three minutes.

Resident (Jack Karabasz, Brantford Court): You guys do a great job. Everywhere around the area has done well. You are responsible for the walkways. Is that right?

Mr. Dale: It depends.

Mr. Carnesale: Some yes, some no.

Resident (Jack Karabasz, Brantford Court): I think there's a walkway in Woodside Park that goes through the woods and out the other side.

Mr. Colasinski: Right.

Ms. DeVries: That's us. Yes.

Resident (Jack Karabasz, Brantford Court): Last summer, there were repairs along the side of the pond. It looks fine. It just never filled in along the edge. I think that could be a dangerous spot.

Mr. Dale: A drop off.

Resident (Jack Karabasz, Brantford Court): I think they should fill that back in, which brings to mind walkways in general. There's another area. I was here in the Fall or Spring and there was some discussion about extending the walkway from the back to the driveway at the south end.

Ms. DeVries: That's the Viera East Community Association (VECA).

Mr. Showe: They own that park.

Resident (Jack Karabasz, Brantford Court): There was some discussion. I thought it was here, but anyway, I thought that they were going to extend it. They said, "*Yeah, that sounds like a reasonable thing to do.*" I was just wondering if they were going to do it. That's it. The other thing with that walkway, I know that you have to do a lot of maintenance. There are places where it lifts and you see the orange paint and the grinding and all of that.

Mr. Colasinski: Right.

Resident (Jack Karabasz, Brantford Court): Have you ever considered using concrete leveling as opposed to just tearing it out, grinding it off and putting in new?

Mr. Dale: Yeah.

Ms. DeVries: I've done it in Illinois.

Resident (Jack Karabasz, Brantford Court): When they had an area that had sunk down because of machinery on it, they drill a hole in the concrete and have a machine that pumps polyurethane foam underneath. They could level that concrete and you can drive on it at the same time. Plus, you save a lot of time because you don't tear it all up and dig it all out. I think it would be worthwhile to look into that. I haven't done it here in Florida, but I looked on the internet and there are at least four or five contractors in Brevard that do that.

Mr. Dale: Jack, I don't want to be rude because I want you to have your time, but we are going to be talking about a lot of this later in the meeting.

Resident (Jack Karabasz, Brantford Court): Okay.

Mr. Dale: I guess the reason why I'm interjecting is if you had other things that you want to get across to us besides that. We'll be talking about a lot of that.

Resident (Jack Karabasz, Brantford Court): It seems like you could use the concrete leveling. Suppose that you do concrete leveling and the tree continues to push up, you can tap it again because the holes are still there. You can level a number of rocks along the way.

Mr. Dale: There are a lot of good Facebook videos on this.

Resident (Jack Karabasz, Brantford Court): Yeah. It seems like something that should be considered because its inexpensive compared to ripping it out, putting it back in and blocking it off. It was blocked off when they were doing the concrete. I think it was three or four weeks or maybe even longer. I don't remember. It was a long time since they dug it out and then nothing happened for weeks on end. This way, you get it done at the same time. There are going to be times where you can't replace the concrete.

Mr. Dale: Right.

Resident (Jack Karabasz, Brantford Court): Where it cracks in the middle, you have to replace it, but where you have to take it out, like you have done, you can do it that day. You might not be able to drive your truck on it that day, but you can certainly walk and use a stroller and bike. So, its quicker, easier and faster and it works great. The contractors can level within an area where you don't even have to grind.

Mr. Dale: Right.

Resident (Jack Karabasz, Brantford Court): But if you have to, you can still grind.

Mr. Colasinski: I live in Herons Landing and the county came through in the last year and ripped out tons of sidewalk because of tree roots. We have no intention of ripping out any trees, but the county came and took out the trees and also repaved. That's a reasonable solution because even if it comes up a bit, we might be able to put some incline.

Resident (Jack Karabasz, Brantford Court): That's what I'm saying. You can do four or five in a row.

Mr. Colasinski: Right, but they need to do a slight incline.

Resident (Jack Karabasz, Brantford Court): I don't know what the rules are in Brevard County.

Mr. Showe: I think a quarter inch is a trip hazard.

Resident (Jack Karabasz, Brantford Court): There are lots of places that are more than a quarter inch.

Mr. Colasinski: Right. If you see them, let us know.

Resident (Jack Karabasz, Brantford Court): Yeah.

Mr. Showe: Jim is serving as the General Manager now and he heard the comments. We'll definitely take a look at that as an option. I know that's something some of our Districts have started going to as opposed to grinding.

Resident (Jack Karabasz, Brantford Court): I used it on a factory floor and it works great, even with a machine sitting there.

Mr. Colasinski: Okay.

Mr. Dale: Even if you don't stick around for the entire meeting, Jack and we hope that you do, but even if you don't, please check out the minutes where we get into the discussion of some of that a little later on.

Resident (Jack Karabasz, Brantford Court): Okay. Thank you.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the February 23, 2023, Board of Supervisors Meeting

Mr. Dale: Has everyone had a chance to take a look at the minutes from last month? Is there any discussion? If not, I'll entertain a motion to approve them.

On MOTION by Mr. Carnesale seconded by Mr. Rysztogi with all in favor the Minutes of the February 23, 2023 Board of Supervisors Meeting were approved as presented.

FIFTH ORDER OF BUSINESS

New Business

Mr. Dale: Jason, what do you have? Do we have any new business? Hearing none,

SIXTH ORDER OF BUSINESS

Old Business

A. Action Items List

Mr. Dale: How about our Action Items List?

Mr. Showe: I can go through that quickly. They are still working through the fire breaks. As far as the Emergency Recovery Plan, I touched base with our engineer. They are still waiting for some information from the county to evaluate all of that. As far as the Employee Manual and the Parking Lot Paving Review, I didn't know if there were any additional comments from the Board on those two documents, which we provided at the workshop.

Ms. DeVries: Not yet.

Mr. Showe: I have those on my list. We are keeping an eye on that. I think they're still working on the new POS system.

Mr. Moller: We did the kickoff call on Tuesday. Josh from Blackhole Makers, Inez, myself, Eddie and Kyle participated. We have a punch list. We started offloading information with email addresses and split into groups. Things like that. They have a nice, itemized punch list that we are going to start working off of. We had our one-week checkup call to see what we were missing and what we need to work on next week. So, we are looking at May 1st to launch the new POS System. We have a two week overlay.

Mr. Dale: How does that impact you with the Facebook page? What do we need? Are we going to keep that Facebook page or are we going to go to a new one? I know that GolfNow has access and control of it.

Ms. Webb: I don't know because I wasn't able to make that meeting.

Mr. Dale: Right.

Mr. Colasinski: Do you have the email list that exists currently.

Ms. Webb: No, I don't have it.

Mr. Colasinski: It sounds like we need to get it from GolfNow.

Mr. Dale: Yeah. Those are the two big ones.

Mr. Moller: I pulled an itemized custom group. I have all CDD emails and passholder email addresses. I was able to separate it by class codes. I have Excel spreadsheets with all of those.

Ms. Webb: Okay.

Mr. Dale: Digital?

Mr. Moller: Yes. It is all Excel.

Mr. Dale: Okay. Good.

Ms. Webb: I couldn't get it on Excel.

Mr. Moller: I found it in EZLinks.

Ms. Webb: Did you really?

Mr. Moller: Yeah, about 30 to 45 minutes of looking through the program. It is in PDF and Excel.

Mr. Dale: So, do we feel pretty good about that?

Mr. Moller: Yeah, I already sent it to Club Caddie to upload it.

Mr. Dale: Beautiful.

Ms. Webb: How many did you get?

Mr. Moller: They are not numbered. Probably 600.

Ms. Webb: There were 7,000.

Mr. Moller: There was a button that I was able to edit. I didn't pull everyone. I just pulled anyone with an active email. So, anyone that didn't have an address or email, I didn't even pull their information.

Ms. Webb: There were 7,900 of them that I could scroll through, but I could not find a way to bring them down to a list.

Mr. Moller: I'll email you that spreadsheet.

Ms. Webb: I was looking at how many people it went out to and what people opted out for.

Mr. Moller: Okay.

Mr. Colasinski: Thank you for getting Josh engaged with that effort to bridge the technology. I appreciate it. Well done on that.

Mr. Moller: It was rather comical. None of our computers have microphones or cameras, so we did it by phone.

Mr. Showe: The other two items we have both fall under Jim's Report. There is turf management for Woodside Park and the driving range parking.

Mr. Moller: Regarding the driving range parking, I met with the HOA today and they are going to vote on it at their next meeting.

Mr. Dale: Which is?

Mr. Moller: I think next week sometime.

Mr. Dale: Okay. What I'm going to want to do with the Board this evening is take a vote one way or the other. My preference would be that the HOA signs on and we can put the exit or entrance to the back driving range in the best spot for all parties.

Mr. Moller: Right.

Mr. Dale: But I'm just speaking for myself, not for the Board. I believe this is where the Board is at, based on past discussions. We are going to put something in there one way or the other. What I prefer, is to put it where we don't have a 100-yard driveway with 100 yards of coquina.

Mr. Moller: That didn't seem to be that big of an issue. Their biggest issue to me was the safety of cars coming in and out with people coming around that blind turn coming down Golf Vista Drive from the north.

Mr. Dale: I am more than happy to move that and adjust as you see fit.

Mr. Moller: We are talking about moving it to directly across from Parkstone and make it a four-way stop. That slows people from flying through Golf Vista Drive.

Mr. Dale: I don't know where the Board is at, but I'm good with any of the above.

Mr. Colasinski: I trust what Jim is doing.

Mr. Dale: Yeah, I trust what you're doing. My only guidance is there needs to be access and however its designed, I don't care. But there needs to be access.

Mr. Moller: I think the only other thing was on the maintenance equipment package from Wesco and Toro, when they did the split schedule, to avoid any of the council, they just needed the Board's approval in the meeting minutes.

Mr. Showe: It was in the minutes that you approved just now. They did it at the January meeting.

Mr. Moller: I thought it was at the workshop. I'm sorry.

Mr. Showe: No, you're good. I think we discussed it at the workshop and then we brought it back at the meeting so the Board could formally approve it. We're good.

Mr. Moller: I'm learning.

Mr. Showe: Absolutely.

Mr. Dale: We just did the back range issue. I'm trying to figure out if we're going to need a motion on this or not, but essentially the guidance that I would like the Board to give is to speak with the HOA before the meeting and say, *"They are putting something in one way or the*

other.” Whether we use the existing cart path extension or do something that isn’t going to be as much of an eyesore, I prefer not to do that. But I do want that communicated to the HOA before their Board meeting that something is going in there one way or the other. Do we need to vote on that?

Mr. Showe: I think as long as there is no opposition, if the Board is directing him to do that, we don’t need a motion.

Mr. Dale: Is there any further discussion on this issue from any Board Member?

Ms. DeVries: No. I think it needs to be aesthetically pleasing.

Mr. Dale: Right. We’ll work with them, but something is going in, is the bottom line.

Mr. Showe: In the best case, if they decide, *“Yes, we’re okay with it,”* there would obviously be some type of License Agreement. Typically, our counsel would draft it up saying, *“Here is our responsibility and here is your responsibility.”* It would lay it all out.

Mr. Dale: Right.

Mr. Showe: Obviously, it’s our improvement, so the CDD would likely bare the cost for coming up with those agreements.

Mr. Dale: Absolutely.

Mr. Showe: As long as they are fine with it. Then we can go forward with getting something.

Mr. Dale: Yes.

Mr. Colasinski: We might have to do something with their sprinkler system, potentially.

Mr. Dale: If we do, that’s our cost. I get that. Are you on board, Pete? I see a lot of head nodding.

Mr. Carnesale: Oh yeah. I have no problem with that. My question is basically what Steve talked about just now. Would we be able to tie their sprinkler system into our sprinkler system? How big is the area that has to be covered?

Mr. Rysztogi: No. If some of their sprinkler system is in the way, we’ll pay for the cost of relocating it.

Mr. Dale: Okay. Then there is unanimous support of what we just talked about from the Board.

Mr. Showe: Jim, once you find out from them if they're okay with it, if you can draw up a plan or a map showing what we're looking at, I'll get that to counsel and we'll draft a License Agreement and route it through everyone.

Mr. Dale: Before their board meeting, I would prefer their input. I would like them as partners on this issue.

Ms. DeVries: Exactly and if there are any design considerations like if we need to plant bushes or whatever.

Mr. Dale: We're happy to do that. We're happy to plant bushes and make it aesthetically pleasing.

Mr. Moller: We already talked about that. We are going to hedge roll it out.

Ms. DeVries: Okay.

Mr. Moller: Then we'll basically just do an aggregate with the crushed white shell that we have everywhere on the golf course.

Mr. Dale: I'll let you determine how many spots you think we need, whether its four or five or whatever. It doesn't matter.

Mr. Colasinski: It shouldn't be too many.

Ms. DeVries: No.

Mr. Colasinski: You'll have enough space out there to be used.

Mr. Dale: Exactly. Okay. I thought as long as we were on that topic, it was a good time to discuss it.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. General Manager's Report

Mr. Moller: We have the normal day-to-day operations. We are continuing with the fire breaks. The same thing with golf maintenance. The only thing that I have is Landirr gave us the quote for the new putting green. We have to redo the greens and loop the irrigation. It costs about \$5,000 in engineering. So, we're looking at about \$120,000. I'm okay to proceed with that. I already gave them a tentative okay. We will give them a yay or nay tonight.

Mr. Dale: Then we should have further discussion.

Mr. Moller: It was \$98,500 for the putting green, \$59,000 for the irrigation loop and \$5,000 in engineering.

Ms. DeVries: What are we doing to the putting green?

Mr. Dale: Enlarging it.

Mr. Colasinski: There's going to be a new putting green.

Mr. Showe: That's under the required bid threshold.

Mr. Colasinski: We'll use the dirt from that, but that's about it.

Mr. Dale: Similar to what we did on the range.

Mr. Moller: Basically, we're taking a 5,000 square foot putting green and blowing it up to about 10,000 square feet. I also had the idea of wrapping the green just a little bit, to a small, raised section, where we have a little chipping swale right now. We'll make that a nice little approach, so we have a 5-to-10-yard chipping area so people can chip when they warm up. We don't want people to chip around the putting green for safety reasons, so, they will have a small area to the side.

Mr. Colasinski: I'm looking forward to it.

Mr. Showe: Are you intending to use bond funds?

Mr. Dale: Yes. We haven't gotten our fees back, but we know it's going to be approximately \$180,000.

Mr. Showe: You have approximately \$300,000 in bond funds, but you have your capital reserve as well.

Mr. Colasinski: For the golf course, we do.

Mr. Showe: There may be some additional funds.

Mr. Carnesale: We were talking about looking at the potential numbers we had before, anywhere from \$180,000 to \$205,000.

Mr. Dale: We didn't have an estimate for \$205,000. Did we?

Mr. Carnesale: When they estimated 1.5 inches, instead of 1 inch, it was \$205,000.

Mr. Dale: Okay.

Mr. Carnesale: The Engineer's Report is saying 1.5 inches. So that puts it in line with the \$205,000.

Mr. Dale: Got you. We will see how the RFP comes back.

Mr. Carnesale: That will teach me not to read.

Mr. Dale: Good catch.

Mr. Colasinski MOVED to approve the quote from Landirr for a new putting green in the amount of \$120,000 and Mr. Carnesale seconded the motion.

Mr. Dale: Do we have any further discussion on the putting green? Hearing none,

On VOICE VOTE with all in favor the quote from Landirr for a new putting green in the amount of \$120,000 was approved.

Mr. Moller: I already talked about the Club Caddie kickoff. For golf operations rounds and revenue, I am projecting golf revenue to be about \$251,000, if we stay on track, using our average daily rate of \$8,100. For Food & Beverage, we're sitting at \$54,641 as of the 22nd, with a daily average of \$2,400. We are projecting Food & Beverage to be just shy of \$77,000.

Ms. DeVries: That's great.

Mr. Colasinski: What about the expenses for the golf course this month? Is it in line?

Mr. Moller: They are in line. I think the skew that we saw before in the financials, was a one-time expense with the renovations, with the extra shell to dress up the Clubhouse and extra mulch.

Mr. Colasinski: Right.

Mr. Moller: The same thing with golf operations.

Mr. Colasinski: You're finishing the remodeling.

Mr. Moller: Yeah and restocking the Pro Shop with merchandise.

Mr. Colasinski: Yeah.

Mr. Moller: The same thing with the restaurant. We are getting things in the restaurant, supply-wise, to get it up and running.

Mr. Colasinski: I just want us to always keep that in mind because revenue is great, but we have to have profit.

Ms. DeVries: Right.

Mr. Dale: As long as we're on that issue, I'm looking at the restaurant. From what I'm seeing from the other numbers, we're basically neutral for revenue. We're maybe a little bit ahead. I don't know, but it's nothing to speak of. Basically, what we're bringing in is what we're spending at this point for the restaurant.

Mr. Moller: Yeah.

Mr. Dale: The obvious point that I would make is it wasn't until February until we were done with the renovations.

Mr. Moller: These financials only reflect your February financials.

Mr. Dale: Yeah. In fact, it was February 7th, when the hood was done. I agree with Steve, \$77,000 is almost double the revenues. The expenses are what I care about.

Mr. Colasinski: But the thing is that revenue is outstanding over \$77,000 per month in the restaurant.

Mr. Dale: Its double the revenues from last year.

Mr. Colasinski: Yeah. So, we have a lot to look forward to.

Mr. Moller: Last Friday, you had a \$5,500 day. That's good. It's nice to see that. Even when it falls off, you are still holding well above \$1,000 per day.

Mr. Dale: Right.

Mr. Moller: We did have four or five days of inclement weather. We didn't shut down, but it definitely hurt rounds. I think you had one day that we saw that in the restaurant as well. Other than that, revenue is definitely strong. At the Clubhouse, the enclosures around the patio are scheduled to start installation tomorrow. We will probably finish on Saturday, if they get here on time.

Mr. Colasinski: I didn't see anything in their email about the starter shack, though.

Mr. Moller: I didn't either.

Mr. Colasinski: That was included. They either got it or they don't. We'll see what happens.

Mr. Dale: They went out and did the measurements.

Mr. Colasinski: Absolutely. Our deposit was to cover that as well.

Mr. Dale: Right.

Mr. Moller: Other than that, our new Facility Technician is scheduled to start on Monday. I'll be working with them on Monday, showing them around the District. I already have a little punch list for them to get started on. I think my biggest question is where to pay him. Do we pay him from CDD funds under Admin or split his salary by four and have each department pay 25%?

Mr. Colasinski: I think he's really more of a District asset than anything else.

Mr. Dale: That's what I'm thinking.

Mr. Showe: There is a maintenance section under the General Fund. I would pay him from there.

Mr. Colasinski: That would probably be the most appropriate because its more for the entire District.

Mr. Showe: Yeah. There are General Funds for ground maintenance.

Mr. Moller: Okay.

Mr. Dale: All employees, with the exception of the restaurant, including Ed's crew, are part of the Bonus Program with the CDD.

Mr. Showe: It has to be all employees.

Mr. Dale: Okay.

Mr. Rysztogi: Otherwise, you're going to have problems with the law.

Mr. Moller: That's all I have.

Mr. Dale: I appreciate you bringing up the putting green. That was huge.

B. District Manager's Report

C. Engineer's Report

Mr. Showe: I don't have any updates and I don't think the engineer does either.

Mr. Colasinski: Thank you for the update on the financials.

Mr. Showe: Absolutely.

Mr. Colasinski: I appreciate it. It helped provide a clearer picture.

Mr. Showe: Its complicated and we are constantly refining them.

Mr. Colasinski: Okay.

Mr. Showe: Your requests are for us to work through these things. Obviously, the restaurant is new for us. There are different operations going on. We'll work through it all.

Mr. Dale: Where are we at with the Engineer's Report on the culverts?

Mr. Showe: He put in a public records request from the county and they are notoriously slow on filling those requests.

Mr. Dale: I know I'm putting you on the spot.

Mr. Showe: I haven't heard from him on a timeframe, but I'll follow up.

Mr. Dale: The reason why that is such an issue is one of the things that we're going to get into a little bit, is the grant writing. We're on a timetable for that. If we know that we have four or five culverts, that's part of our grant.

Mr. Colasinski: That's big money.

Mr. Dale: That was part of the Engineer's Report that I wanted to talk about. I'm going to move to Michelle's Report, but if you want to talk a little about grant writing, I'll fill in any of the blanks at that point.

D. Lifestyle/Marketing Report

Ms. Webb: I met with Jim and went over a lot of things. The first hour included Mr. Dave Neuman. We got a lot accomplished. There are two grants that we've definitely going to go after.

Mr. Dale: The Small Cities Grant and the Tourism Development Council (TDC) Grant.

Ms. Webb: One is the Florida Small Cities Grant and the other is the TDC Grant. That would focus on culverts, public works and bunkers.

Mr. Moller: That was more of the TDC Grant.

Ms. Webb: He was going to apply to either one to see which one we could get. We have to find out how many culverts would be included in the grant, what we have been doing with them, i.e., the replacement and repair work that we're doing, that also benefits the community such as the aeration of waterways, mosquito repellent, etc. Basically, it would help the cost of the project. The TDC Grant is up to at least \$250,000 over the life of at least 10 years. It would focus on park enhancements to drive tourism. I just re-created a new Facebook page just for the park. It would focus on who was visiting the park and show that they are actually coming out of the area. The best way to do that is to have a Facebook page where people visit the page and post about how they enjoy it. If you haven't received an invite to that page yet, you will. It would also include sidewalk and nature trails, if repair work needed to be done. It starts at \$250,000. It would also focus on handicapped accessibility, music, bass and water enhancements. We talked about all of that. We are going to work on that in connection with the zoo because the zoo gets so many people for tourism. I'm going to work with the zoo more on that aspect to get what they do and how they can promote our park. That was the discussion. We also met with Jim and Eddie. We actually created a new calendar that combines all of us. Eddie has done a good job of booking everything. He connects any booking that he does for tournaments to the restaurant. So,

they know to ask more questions. Even if they don't get to talk to them, it gets on the calendar. If Jeff needs more information, he knows that it's on the calendar and that he needs to ask for more information. They have done a good job with that. I put on there what ads I run, so that the golf course and Jeff both know what ads are being run in *The Viera Voice* as well as *Space Coast Living Magazine*. It was the best way to connect us. I also put the Board meetings on there, so everyone knows when the next Board meeting is. I also talked with Jim, Jeff and Eddie about digitalNow. I had to do some research for the digital ads. It is probably the best one for us for the money. It was \$899 per month for how many TVs we want to put it on. It is very easy to set up. I can do it from wherever I am, including my phone. If Jim needed something posted that's going to be displayed, he can access it. I have to give them a training. If he posts a promotion, he can tag it right onto his screen right away. It could run for 10 minutes every two hours on all screens and TVs. We'll put it on the big one outside, the one in the Pro Shop and the one inside of Hook & Eagle.

Mr. Colasinski: Yup.

Ms. Webb: So, Jim went ahead and secured the contract. Right now, I'm going to be setting it up, hopefully, on Friday. I'll be connecting it and starting the process.

Mr. Colasinski: As in tomorrow, Friday or a week from Friday?

Ms. Webb: Tomorrow. I have the devices. I am probably going to play with the one outside first.

Mr. Moller: You need to start with that one.

Ms. Webb: I'll get that one going first. So, we've been doing that. It's been a busy week. I don't have anything going on.

Mr. Colasinski: That one outside, you can just leave it on there all the time.

Ms. Webb: Yeah. Basically, it is an Apple Stick. When you log into digitalNow, you name the Apple Stick and then I can just run it. It could be totally different than Apple Stick 2.

Mr. Colasinski: Is there a USB connection?

Ms. Webb: It's an HDMI.

Mr. Colasinski: Do we have HDMI connections in the cabinet?

Ms. Webb: Yes. That's what I'm doing.

Mr. Dale: That's where it all gets plugged in and routed through.

Mr. Colasinski: Okay.

Ms. Webb: I could add him into one or three of them. They don't have to have access to everything. So, that's kind of nice too, because you don't want everybody messing around. Its already created. That should be up and running within the next week. Once I know that we have a good feel on it, then I will be sending out notices to everybody who has a sign at the park. Most of them are up for renewal. If they want to keep their sign up there, they can renew it.

Mr. Colasinski: Awesome.

Ms. Webb: So that now we have their ads at the golf course and they now have two forms of advertising, that should generate even more because I know that some people asked me how to get onto that list. I'm still waiting for you to give me the information for the newsletter.

Ms. DeVries: I gave you one thing.

Ms. Webb: I received it. I meant, "*Some of you guys.*"

Ms. DeVries: I'm in process with another one.

Mr. Dale: I agree with Steve. My concern with not leaving the TVs on with the advertising, is it is going to turn into the issue with the overhead lights where we are always switching them off. I know you fixed that problem.

Mr. Moller: I did.

Mr. Dale: I thought you did.

Mr. Moller: I don't know which breaker would shut it off. I'm going to save that for my facilities guy.

Mr. Dale: There you go. My thinking is with the two exterior TVs, we should just leave them on all the time. Otherwise, we're going to have all of this great stuff queued up for advertising and everything. Then we are going to turn it off and nobody is going to turn it on for three days. Then we're going to come by and say, "*Why isn't the TV on?*"

Ms. Webb: Right. I ordered the fourth one.

Mr. Dale: I agree with Steve, whatever TVs we are advertising on, we just leave on.

Mr. Colasinski: We need our facilities person to make sure that the TVs are on every day.

Mr. Dale: Yeah. They are LEDs. They don't use any power.

Ms. Webb: Especially the big one up front.

Mr. Colasinski: What's crazy is the signal carries around the facility. You can do something on one TV and then go to the one over there and ask, "*What happened?*"

Mr. Dale: Right.

Mr. Colasinski: That's why I want the facilities person to check that TV out in front to make sure that it's on every day, in case something did miscellaneously occur, which happens unfortunately.

Mr. Dale: Yeah.

Mr. Colasinski: It's another checklist thing.

Ms. Webb: There's a lot of new technology.

Mr. Colasinski: But you're capable of doing that.

Ms. Webb: Right.

Mr. Dale: We're into 2020 now.

Ms. Webb: I have to start training Eddie and them too, because they are going to have to learn how to use it.

Mr. Colasinski: Which is fine.

Ms. Webb: Yeah. I know that Dave was going to arrange a meeting with Brevard County for the Small Cities Grant. So, Jim and I are going to meet with them. Whether we can do it together or not, we'll figure out our schedules. In fact, Dave gave me some great information on the Brevard Community Foundation for smaller grant options. I requested some information from them too. He said that there are tons of hurricane grants out there right now. We talked about the littoral shelf. He asked, "*Well, when we planted them, how young were the plants when they were planted?*" They may be able to find some funds to replace them because if they are young and they didn't get rooted and they came out, we could find some money for that too. He needed to know what plants were damaged, the date they were planted and how long the root system was in place.

Mr. Dale: We had a mile of plants.

Ms. Webb: I know. We had tons of plants. I told him that I would get that information from you. We also have been re-doing the golf website. It was kind of a mess. We talked about certain areas on there, like removing membership links because we really don't have memberships any more. I am having them break down the rates for public.

Mr. Dale: Is "*Them,*" GolfNow?

Ms. Webb: Yes.

Mr. Moller: They haven't gotten it yet either?

Ms. Webb: No, they haven't. She emailed me and said, "*We got all of that done and I'm still waiting on this.*"

Mr. Moller: She's not with them anymore.

Ms. Webb: Alison?

Mr. Moller: Chelsea. She is working for Fandango.

Ms. Webb: Everyone is bailing on that ship.

Mr. Moller: I think GolfNow purchased Fandango or vice versa.

Mr. Dale: I got you.

Ms. Webb: So, we are breaking down memberships on the website. There is a rate sheet on there that says, "*Loyalty.*" If I was looking at it, I wouldn't know what a Loyalty Rate is. There is nothing on the website that talks about a Loyalty Rate. So, we are going to try to break them down to where there is a CDD Rate. It would explain what the CDD Rate is, what communities fall into the CDD Rate and how you apply for your CDD membership. We would do that for each one such as what was considered the Loyalty Rate and what you get with it.

Mr. Dale: Who controls the page after we do the transition?

Ms. Webb: I don't know. That's what I was going to ask Jason.

Mr. Showe: We have all of the information. I think it was part of Club Caddie.

Mr. Colasinski: Club Caddie can actually do something for us with a webpage.

Mr. Showe: That was my understanding. They would show the actuals on their site that would integrate with everything.

Ms. Webb: I would love to talk to him as I'm not fond of the way that the website is and the setup.

Mr. Colasinski: Club Caddie may have some better ideas.

Mr. Showe: Correct.

Ms. Webb: That's what happened on this one. Chelsea sent it to Tim and Tim could pick whichever one. I really wasn't part of that equation.

Mr. Moller: Just pick the better template, the splash pages and give them the information.

Mr. Colasinski: Be careful of the amount of work you put into that.

Ms. Webb: I'm just going to get it set up, so whoever does it, knows what the information is going to be.

Mr. Colasinski: Alright.

Ms. Webb: Because that's the biggest thing. I asked Eddie to give me the rates and I'll do the wording. Everybody has a lot of learning to do.

Mr. Colasinski: We always do.

Ms. Webb: But that's good. I gave Jeff and Jim all of the advertising through June. So, everybody will have a plan. I'm going to try to sit with Jim at least once every three months to keep everybody on their toes.

Mr. Colasinski: Quarterly.

Mr. Dale: Are you good?

Ms. Webb: I'm good.

Mr. Dale: I'm going to add to some of what you talked about with the grants, because the Board provided some guidance in applying for the grants. First, just to give you a heads up, we're going to be applying for one grant, the Small Cities Grant. They have an application period that started on the 20th of this month that goes on into May. In talking to Dave, we'll probably know what happens with the Small Cities Grant before the TDC Grant, but that application process doesn't start until June. What he estimated for the Small Cities Grant was roughly about \$5,000. I think we approved up to \$10,000 at the last meeting.

Mr. Colasinski: That's correct.

Mr. Dale: So, I wanted to give you a heads up.

Mr. Colasinski: I understand.

Mr. Dale: I think he said something about submitting an invoice.

Mr. Colasinski: Yeah, we already approved it as a Board, at the last meeting.

Mr. Dale: Right.

Mr. Colasinski: Up to \$10,000.

Mr. Dale: But we have to keep an eye on it.

Mr. Colasinski: I'll certainly ask questions.

Mr. Dale: The guidance by the Board at that time, was they wanted to focus on aerators. In talking to Dave, because there are a lot of things that go into it, he said it was probably better to apply for the aerators under the second grant, the TDC Grant. That doesn't mean that we won't try to slip aerators in on this one, but the two main things that he said for the Small Cities Grant was for infrastructure.

Mr. Colasinski: Right.

Mr. Dale: That is the primary item that we're going for under the Small Cities Grant. He said culverts are a big part of it, which is why I made the comment with Jason earlier regarding why the Engineer's Report is so important. Sidewalks were also a big part of the Small Cities Grant. Keep in mind, it's like Michelle said, these grants are usually \$250,000. The other big thing that we have going in our favor is a lot of cities, a lot of entities that get these grants, portions of the grant are front loaded. In other words, let's say there's \$100,000. You have to pay it, but you get reimbursed.

Mr. Colasinski: As long as there is a commitment on that.

Mr. Dale: It is a contractual agreement.

Mr. Colasinski: Yeah.

Mr. Dale: So, we would have money coming back.

Mr. Colasinski: We would have to pull from reserves to do it.

Mr. Dale: A lot of entities won't apply for the reimbursement portion of the grant. We have the reserves to be able to do that, as long as we know that we have six figures coming back.

Mr. Colasinski: We have a commitment.

Mr. Dale: So, that's the first thing that I wanted to get past the Board, to make sure that there was consensus.

Mr. Colasinski: If we're going to pursue that, I think we need to have our legal team take a look at that.

Mr. Dale: Of course. Any contract must go through legal, but I wanted to bring it up since this is going to be happening fast and furious with the application period.

Mr. Colasinski: Let it go.

Ms. DeVries: In principle yes, we would put out the reserves knowing that we would get it back because we have a contract.

Mr. Dale: Right. Here's my dilemma though, because the application period goes from the 20th until May 5th, we would have to have one more Board meeting. We actually have a meeting scheduled.

Mr. Colasinski: Why don't we continue this meeting until the beginning of April, in case we need to make a decision.

Mr. Dale: We could do it at the workshop. Then it's only a two-week process. Good. Again, the focus will be culverts and sidewalks. Those are just the first two big things that came

to mind. If you have other ideas, get with Jim and get it on the request list. Again, infrastructure is what the grant is for. The reason why this is relevant to what Jack was sharing, is we have \$250,000 that we're able to put into sidewalks, but cart paths are part of that.

Mr. Colasinski: They have to be shared.

Mr. Dale: Exactly. It has to be shared. Cart paths do come into play though, for the TDC Grant.

Mr. Colasinski: Right.

Mr. Dale: So, any cart path repairs that we're thinking about doing, I recommend that we hold off on, because there's a good chance that we can get a good part of those funds.

Mr. Colasinski: What about the parking lot and the street coming in? Is that something that could be considered under that?

Mr. Dale: Maybe. That's a good question and a question that we will ask.

Mr. Colasinski: It's a big chunk. The priority with that would be community infrastructure. It is community infrastructure, but I would like to see the sidewalks addressed first and then pull some of that to help offset the cost for the parking lot.

Mr. Dale: That would be huge, because you are talking about a couple hundred grand.

Mr. Colasinski: Right. So, if we can pull just a portion of that.

Mr. Dale: That frees up money for other things.

Mr. Colasinski: Jack, do you have anything that you want to give us information on the sidewalks that you would like to see approved in certain areas? We're all ears on that.

Resident (Jack Karabasz, Brantford Court): You are doing a great job.

Mr. Dale: I have seen multiple videos. In fact, I will try to find one of those here in the next day or two. What Jack is talking about is really cool. It lifts the sidewalk up.

Ms. DeVries: I've done it.

Mr. Dale: It re-aligns it.

Ms. DeVries: I did it at my own house. It works great.

Mr. Dale: Good. So, all of that is on the table. Where that will come into play though, is when we find out whether we have \$250,000 or \$100,000, we will have to talk about where and how and what we're going to do with the sidewalks.

Mr. Colasinski: The sidewalk on the south end of the entrance where all of the trees are, could use some re-alignment.

Mr. Dale: Pretty much half of that cart path could use re-alignment. I agree 100%

Mr. Colasinski: It's not a cart path. It's actually a sidewalk.

Mr. Dale: Not a cart path. It's a sidewalk path.

Mr. Colasinski: Jim, you have been driving on that enough, so you know what it's like.

Mr. Dale: Actually, it's even worth than what Jack is saying. Because when you have the drop off like that, in addition to it being a safety hazard, the sidewalk starts collapsing. What a lot of areas do, is they reinforce it. There are all sorts of solutions such as dirt or utilizing railroad ties. So, there are a lot of things on the table, but the main thing is we have to get some money first, which is where we are at.

Mr. Colasinski: If we get commitments, we'll find a use.

Mr. Dale: Yeah. It sounded like there was a good shot of getting this. The last part of this equation is Dave is going to be meeting with at the county next week. My feeling is that the Board should empower an individual to speak on behalf of the Board in an official capacity.

Mr. Colasinski: What is the purpose of meeting with the county?

Mr. Dale: To figure out whether or not to focus on culverts or sidewalks, because there are different components to the grant. One person needs to be the decision maker.

Mr. Colasinski: So, you are looking for a motion to nominate one person from the Board to handle this?

Mr. Dale: Yeah.

Ms. DeVries: Is the meeting next week?

Mr. Dale: I believe its next week, but don't quote me on that.

Mr. Colasinski: What are you doing next week?

Ms. DeVries: You know what I'm doing next week. I'm on vacation.

Mr. Colasinski: No, I'm talking about the Chair.

Mr. Dale: If the Board would like for me to, I will.

<p>On MOTION by Mr. Colasinski seconded by Mr. Rysztogi with all in favor authorization for Mr. Dale to speak on behalf of the Board with the county next week regarding the potential for grants was approved.</p>

Mr. Dale: Thank you. I will represent us to the best of my ability.

Mr. Moller: Even Dave made the comment, that the more faces that you can put in front of these people, the more personal touch there is and the more inclined they would be to approve it.

Mr. Dale: Taking it a step further, with the TDC Grant, we can do aerators and cart paths.

Mr. Colasinski: We can do more lighting at the park.

Mr. Dale: The best part about the TDC Grant is we are able to work in conjunction with the zoo, who has already worked with us at the park, like with the mud kitchen.

Mr. Colasinski: So, the essential thing with the lighting is we probably have to get a transformer put out there. That also enables a lot of other services to happen. So, that's why that would be a good thing.

Mr. Dale: Bingo.

Mr. Colasinski: Yup.

Ms. Webb: We could also apply for more parking. The dog park has its own Facebook site.

Mr. Dale: I think the dog park has 3,000 to 4,000 likes, which is twice as many as the golf course.

Ms. Webb: It does. Jason, weren't you going to reach out?

Mr. Showe: I did.

Mr. Colasinski: If they don't have one, we'll create a new one.

Ms. Webb: I already have the outline. I just didn't put it out there yet. I have also started a proposal for enhancements at the park such as musical playground equipment. There is another park in the county that has musical equipment, which I'm going to explore. We elected to do a Teacher Tuesday when school ended. We are opening it up to Osceola, Volusia and Indian River teachers, in order to drive more people in. The TDC Grant is where we need to show it. They don't want to know how many people in the county are visiting the park.

Mr. Colasinski: Is there any way to partner with the zoo on that because of their outreach to so many other counties.

Ms. Webb: That's what we're going to do in the park area.

Mr. Colasinski: Okay.

Ms. Webb: We were trying to do it for the golf course too so that we would get more money. He said that he could apply for the grant on both sides of the fence. We could apply for

the TDC Grant through the golf course and through the park. We would put two grants in and see which ones they approve. They might both be funded or they might pick one over the other.

Mr. Colasinski: Yup.

Mr. Dale: A lot of this we could do after the meeting with Jim, but as long as we're on the park issue, we can discuss Sal's contract.

Mr. Colasinski: He is monthly, \$1,800 per month for the grass.

Mr. Dale: Okay.

Mr. Colasinski: The area is pretty much defined by where the trail cuts off to the back. Then it goes down the street to the first residence on the left-hand side, on the south side of the road. It also includes trimming of the trees at the dog parks.

Mr. Dale: Okay. We'll get with Jim and discuss it.

Mr. Colasinski: If we have a request for Sal for things that were not in the contract that you would like for him to do, he can do those things for us.

Mr. Dale: He's on board.

Mr. Colasinski: For instance, like removing debris when he trimmed all of these trees after the hurricane. We had way too much debris that we couldn't fit in our dumpster. So, we can do that. We just have to let him know, get a cost estimate from him and then give him permission to do that.

Mr. Dale: If it's not part of the contract already, like raking of the mulch back into the pit and stuff like that.

Mr. Colasinski: I don't believe it is but tell me what you want and he can give us a price or blow it back in with a blower once a week.

Mr. Dale: Right. We saw it at the last Farmer's Market.

Mr. Colasinski: Make sure that the rocks are placed.

Mr. Dale: Right.

Mr. Colasinski: He'll do whatever you ask him to do. It may cost a little bit more than his current scope.

Mr. Dale: It's a lot less than a full-time employee with benefits.

Mr. Colasinski: I understand and I agree.

Mr. Dale: Okay. Thanks.

Mr. Colasinski: Are we done talking about sidewalks?

Mr. Dale: Yeah. That was pretty much all I had. We're going to be looking into sidewalks heavily.

Resident (Jack Karabasz, Brantford Court): Great. Thank you.

Mr. Dale: I didn't want to let you go without sharing that with you. I don't know which version of the financials I was perusing, but if I was perusing the right numbers, it did look like the Pro Shop financials were up significantly, to the tune of \$25,000 over what was budgeted. The reason I bring that up is to give kudos to golf operations.

Mr. Moller: They did actually come around yesterday with the lady's league. They went out to the rock garden bench area and brought an easel with a scoreboard. They had nothing but praise.

Mr. Dale: Nice.

Mr. Moller: They were so impressed. The guys did a great job.

Mr. Colasinski: Good. I'm glad to hear that area is being utilized for something.

E. Restaurant Report

Mr. Dale: For the restaurant, we heard the report about the doubling of revenues, but one thing that I'm going to share with the Board, which we covered at the workshop, is that cooks continue to be an issue. Jeff just hired a couple of new cooks this week. One cook that he hired a week or two ago, worked a shift-and-a-half and literally walked out in the middle of his shift.

Ms. Webb: He went on break and never came back.

Mr. Moller: The day he started was the day we had our meeting.

Mr. Dale: Yeah.

Mr. Colasinski: It's an industry issue, not a restaurant issue.

Mr. Dale: It's an industry issue and it continues to be an industry issue.

Mr. Colasinski: I met last week with a restaurant owner in the Chicago area who is having the same problems. So, it's an industry issue, not just something local here.

Mr. Dale: So, all I would say to the Board, is we have two solid cooks right now, with Kevin and Jeff. Again, I think it's about 100 hours, based on 10%, but when I did my calculation of when we're going to need people in front of a grill, it's about 100 hours a week. Obviously, with two cooks, that doesn't work out very well. So, we need more cooks. I think he hired two and they are working hard.

Mr. Colasinski: Jeff was working hard as well.

Mr. Dale: That’s what I mean. I’m including him. He’s actually the proprietor.

Mr. Colasinski: He’s the operator.

Mr. Dale: Yeah.

Mr. Colasinski: He’s working very hard.

Mr. Dale: Yeah. That’s all I have on the restaurant.

EIGHTH ORDER OF BUSINESS

Treasurer’s Report – Consideration of Financial Statements

A. Approval of Check Register

B. Balance Sheet and Income Statements

C. Ratification of Requisition No. 161

Mr. Dale: I’m going to hand it over to Steve to present the Treasurer’s Report.

Mr. Colasinski: Jason, I think we just need to approve the Check Register.

Mr. Showe: We have the Check Register and Requisition No. 161 with Macik Builders.

It’s a Change Order for some of the items that he completed.

Mr. Dale: The \$24,000?

Mr. Showe: Yeah.

On MOTION by Mr. Colasinski seconded by Mr. Carnesale with all in favor the Check Register for February 17, 2023 through March 16, 2023 in the amount of \$174,699.14 and Requisition No. 161 were approved.

NINTH ORDER OF BUSINESS

Supervisor’s Requests

Mr. Dale: Pete, do you have anything for Supervisor’s Requests?

Mr. Carnesale: I’m fine. I’ve been on vacation.

Mr. Dale: Jen?

Ms. DeVries: Nothing from me.

Mr. Dale: Steve?

Mr. Colasinski: We have some outstanding items here. We just paid Joe for getting some work done, but we have a few items like insulation in the restaurant. We have the light poles for

the exterior of the restaurant and tract lighting in the Pro Shop. Has Joe given any updates on any of those items?

Mr. Dale: He has not.

Mr. Colasinski: Alright. The poles were due in February after a six-month lead time and we are now at the end of March.

Mr. Dale: Right.

Mr. Colasinski: So, we have nothing?

Mr. Dale: Yeah. It's time for a call.

Mr. Colasinski: Alright. The other thing was, what was our conclusion with the membership, with the error in the documents? We approved rates last August.

Mr. Dale: We got that resolved.

Mr. Colasinski: Good. Thank you, sir. I appreciate you getting that done.

Mr. Dale: Ron?

Mr. Rysztogi: I have nothing.

Mr. Dale: I have nothing. Jason, do you have anything further for the Board.

Mr. Showe: No. I think we're good. Is the direction of the Board to continue this meeting to April 13th?

Mr. Colasinski: Yes.

Mr. Showe: Specifically, for dealing with the outstanding grant issues.

Mr. Colasinski: That's correct.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Colasinski seconded by Mr. Carnesale with all in favor the meeting was continued to Wednesday, April 13, 2023 at 7:00 p.m. at this location to discuss the outstanding grant issues.

Secretary/Assistant Secretary

Chairman/Vice Chairman

*Continued Meeting Minutes from April
13th to be Provided Under Separate Cover*

SECTION V

SECTION A

Viera East

Community Development District

219 E. Livingston St, Orlando FL, 32801
Phone: 407-841-5524 - 877-855-5251- Fax: 407-839-1526

April 28, 2023

We are the Viera East Community Development District Board of Supervisors (VECDD). This Board, and we are sure, your office and other knowledgeable officials are aware of the increased traffic noise from I-95 in Brevard County. Upon receiving a request for assistance from a resident supported by a petition signed by 154 residents of the Viera East Golf Course Community (VEGCC), this Board suggested that residents and a member of this Board form a focus group to act on behalf of the 719 residences comprising the Viera East Golf Course Community (VEGCC) and, by extension the 12,000 residents of the Viera East Community Development District, to petition the Florida Department of Transportation to investigate and to take appropriate corrective action.

Since early 2021 the Viera East Sound Reduction Focus Group, with our blessing, has been working to have the Florida DOT acknowledge the unreasonable noise condition that exists along I-95 in the area of Viera East north of Viera Boulevard. All attempts to have FDOT investigate have yielded no results. This inaction by this State administrative agency has created a political issue.

Recently, the Focus Group mailed a letter to your office, together a position statement. This Board endorses and supports the issues raised the letter and adopts the position statement as the opinion of this Board.

It is clear this Board can no longer have its residents individually seek the needed relief. This Board must now affirmatively act seek aid from our elected officials. Viera East Community Development District is now an active participant in seeking relief for our, and your, constituents. Any help you can give to our search for approval of sound remediation would be appreciated.

Very truly yours,

Rob Dale, Chairman

SECTION B

***VIERA EAST
COMMUNITY
DEVELOPMENT
DISTRICT***

DRAFT

PROJECT MANUAL

FOR

**ROADWAY AND PARKING LOT
RESURFACING**

May, 2023

**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR CONSTRUCTION SERVICES FOR
ROADWAY AND PARKING LOT RESURFACING
BREVARD COUNTY, FLORIDA**

TABLE OF CONTENTS

- I. Project Information Package
 - A. Notice of Request for Proposals
 - B. Instructions to Proposers

- II. Proposal Submission Package
 - A. Proposal Signature Form
 - B. Organizational Information of Proposer
 - C. Certificate of Corporate Principal/Affidavit of Proposer
 - D. Sworn Statement Regarding Discrimination
 - E. Sworn Statement Regarding Public Entity Crimes
 - F. Affidavit of Non-Collusion
 - G. Performance Bond Form

- III. Form of Agreement
 - A. Community Development District Provisions.
 - B. Standard Abbreviated Form of Agreement Between Owner and Contractor (AIA® Document A104TM – 2017).

- IV. Plans and Specifications
 - A. Scope of Project
 - B. Map of Project

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

I. PROJECT INFORMATION PACKAGE

DRAFT

PART I.A. – NOTICE OF RFP

DRAFT

**VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
Construction Services for:
ROADWAY AND PARKING LOT RESURFACING
Brevard County, Florida**

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

ROADWAY AND PARKING LOT RESURFACING

The Project Manual will be available beginning, May __, 2023 at 1p.m. from the District Managers Office **Governmental Management Services, Central Florida., 219 E. Livingston St, Orlando, FL 32801** or via email at JShowe@gmscfl.com. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal and contract documents, and construction plans and specifications.

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

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

Ranking of proposals will be made on the basis of qualifications according to the evaluation criteria contained within the Project Manual; however, please note that proposals received from firms failing the meet the following minimum qualifications/requirements will not be considered or evaluated: (1) Proposer will have constructed improvements similar in construction type, quantity, quality and scope with the 2018-2023 calendar years; (2) Proposer is authorized to do business in Florida; and (3) Proposer is (or will be) registered with Brevard County and is a licensed contractor in the State of Florida.

Any and all questions relative to this project shall be directed by e-mail (only) only to Jason Showe , JShowe@gmscfl.com, no later than May __ at 1 p.m.

Firms desiring to provide services for this project must submit one (1) original and eight (8) copies of the required proposal no later than **2 p.m. on, May __, 2023** at the office of the Viera East CDD, 219 E. Livingston St, Orlando, FL 32801. Proposals shall be submitted in a sealed opaque package, shall bear the name of the proposer on the outside of the package and shall identify the name of the project. Included in the bid package must be an electronic form (prefer thumb drive – in excel) of the bid package specifically containing the completed unit cost worksheet totaling the total price as shown on the summary sheet. Those received after the time and date stipulated above will be returned un-opened to the proposer. **Proposals will be opened immediately after the closing of the scheduled bid submittal date and time. The bids will be considered for evaluation during a public meeting of the Board of Supervisors of the Viera East Development District at June __, 2023 at Faith Lutheran Church, 5550 Faith Drive, Viera, FL.** Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

Notice of Public Meeting for Bid Opening

The Bid Opening will be held on **2 p.m. on, _____, 2023** at the office of the Viera East CDD, 219 E. Livingston St, Orlando, FL 32801. No official action of the District’s Board will be taken at this meeting, it is held for the limited purpose of opening and announcing the bids. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District Manager, **Jason Showe, jshowe@gmscfl.com**. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Viera East Community Development District
Jason Showe, District Manager, **Run Date:** _____, 2023

PART I.B. – INSTRUCTIONS TO PROPOSERS

DRAFT

VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS
Construction Services for:
ROADWAY AND PARKING LOT RESURFACING
Brevard County, Florida

SECTION 1. DUE DATE. Sealed proposals must be received no later than **2 p.m. on _____, 2023** at the Viera East CDD GMS Office, 219 E. Livingston St, Orlando, FL 32801. All properly delivered Proposals will be publicly opened immediately after deadline.

SECTION 2. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute the Contract in substantially the form included in the Proposal Documents, unless requested otherwise by the District. The Proposal shall be submitted with the understanding that the Proposer will not withdraw its proposal for a period of one hundred and twenty (120) days after proposals are received. Upon contract award, the successful Proposer will be required to furnish performance bonds in compliance with section 255.05, *Florida Statutes*, and executed in the form included in the Proposal Documents and in the sum equal to one hundred percent (100%) of the total amount of the contract value concurrent with execution of the contract.

SECTION 3. PERFORMANCE/PAYMENT AND MAINTENANCE BONDS: The successful Proposer will be required to provide the District and Brevard County (as Joint Obligee) with a Performance and Payment Bond in compliance with section 255.05, *Florida Statutes*, executed in substantially the form included herein, and in an amount of One Hundred Percent (100%) of the total amount of the contract value concurrent with execution of the contract. In addition, upon completion of the project and acceptance by the District and Brevard County, the successful Proposer will be responsible for providing: (i) a one (1) year maintenance bond to the District and Brevard County in the amount of Fifteen Percent (15%) of the of the total amount of the contract value using the approved forms by Brevard County.

SECTION 4. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt of Documents and Proposal Signature Form. If the Proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

SECTION 5. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any

other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof. The Proposer agrees to accept the site in an “as is” condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.

SECTION 6. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

SECTION 7. QUALIFICATIONS OF THE PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District. Furthermore, the proposer shall submit satisfactory evidence that the Proposer meets the following minimum qualifications:

- A. Proposer will have constructed improvements similar in construction type, quantity, quality and scope within the 2018-2023 calendar years. Reference name and contact information will be required for each project; and
- B. Proposer is authorized to do business in the State of Florida.
- C. Proposer is registered with Brevard County and is a licensed contractor in the State of Florida.

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

SECTION 10. INTERPRETATIONS AND ADDENDA. Any and all questions relative to this project shall be directed by e-mail (only) only to Jason Showe, jshowe@gmscfl.com, no later than _____ 2023 at 1 p.m. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda e-mailed, faxed or otherwise delivered to all parties recorded as having received the Proposal Documents. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors – the Proposer shall be responsible for all queries.

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

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

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

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

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

SECTION 16. INDEMNIFICATION. For indemnification see indemnification provisions in Section 9.15 of the A104 attached.

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

SECTION 18. LIQUIDATED DAMAGES. Should the Contractor or, in case of his default, the Surety fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the District, the Proposer, in case of his default, the Surety shall

pay to the District, not as a penalty but as liquidated damages, the amount of \$500.00 per calendar day beyond substantial completion

SECTION 19. WARRANTY. Contractor shall provide a minimum of one year warranty on all work performed to include mobilizations, materials, labor, tools, and other expenses required to complete any corrective work. Additional warranty period may be different for different project components as per the requirements of the project plans and specifications. Contractor shall promptly perform the corrective work upon notice from the Owner. Other sections of this manual require a longer warranty period on different components of the project. By entering into a contract with the CDD, the Contractor is obligated to provide all warranties per the contract documents.

SECTION 20. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the Proposal Documents:

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

SECTION 21. PROTESTS. Any protest regarding the Proposal Documents, including the evaluation criteria, specifications or other requirements contained in the Request for Proposal, must be filed in writing, at the offices of the District Manager, Filing will be perfected and deemed to have occurred upon receipt by the **District Manager, Jason Showe, Governmental Management Services, Central Florida, 219 E. Livingston St, Orlando, FL 32801**, within seventy-two (72) hours after the Project Manual is made available to qualified contractors. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any provision in any document included in the Project Manual, including but not limited to, plans, specifications or Contract Documents.

SECTION 22. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the project as demonstrated by the documentation provided by the Proposer and reference checks of the Proposer's clients. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced proposal.

SECTION 23. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 24. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

SECTION 25. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

SECTION 26. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

II. PROPOSAL SUBMISSION PACKAGE

DRAFT

PART II.A. PROPOSAL SIGNATURE FORM

DRAFT

OFFICIAL PROPOSAL SIGNATURE FORM
VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
ROADWAY AND PARKING LOT RESURFACING
BREVARD COUNTY, FLORIDA
TO BE SUBMITTED TO:

VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
District Manager, Jason Showe,
Governmental Management Services, Central Florida,
219 E. Livingston St,
Orlando, FL 32801

Due by 2PM November 10, 2021

TO: VIERA EAST COMMUNITY DEVELOPMENT DISTRICT

FROM: _____
(Name of Proposer)

In accordance with the Request for Proposals inviting proposals for **Viera East Community Development District – Construction Services for ROADWAY AND PARKING LOT RESURFACING** the undersigned proposes to provide all work necessary to install and construct the improvements including but not limited to: project construction site work for the milling and resurfacing of a roadway and parking lot, all as more specifically set forth in the Project Manual, engineering plans and specifications, and reference materials contained therein, as follows:

- I. Project Scope, Dated
- II. Project Map, Dated

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

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

Price

Proposer is required to attach a Schedule of Values. The Schedule of Values to be attached as Exhibit C to the A104, and must include all Base Bid and Alternate items. The Schedule of Values must include enough details to properly track work progress during construction. Owner has the right to request additional details if the Schedule of Values does not provide enough details per the Owner's opinion.

Price Summary

ITEM	ADD/DEDUCT	LUMP SUM PRICE (\$)
ROADWAY AND PARKING LOT RESURFACING		
Total Cost	\$ _____(Numbers)	
	_____ (Letters)	

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

SCHEDULE

Contractor is required to coordinate all construction activities in a manner where traffic is impacted as little as possible. It is understood that the Golf Course Parking Lot will be closed during this project

CONSTRUCTION SCHEDULE AND TIME

Proposer submits that it can reach Substantial Completion of the Roadway and Parking Lot Resurfacing Project described in this Project Manual within Ninety (90) days of the issuance of a Notice to Proceed.

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

DOCUMENTS AND ADDENDA

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

Addendum No. _____ Dated: ____/____/____

Addendum No. _____ Dated: ____/____/____

(Signed)

(Print Name of Signatory)

This ____ day of _____, 2023. (Corporate Seal)

Sworn to before me by means of physical presence or online notarization this ____ day of _____, 2023.

(Notary Seal)

Notary Public/ Expiration Date

**PART II.B. ORGANIZATIONAL INFORMATION OF
PROPOSER**

DRAFT

**ORGANIZATION INFORMATION OF PROPOSER
VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
ROADWAY AND PARKING LOT RESURFACING
BREVARD COUNTY, FLORIDA**

DATE SUBMITTED: _____, 2023

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

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

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

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

4. Proposer Company Address (if different)

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

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

5.1 If yes, provide the following:

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

Yes () No ()

If no, please explain _____

Date Incorporated _____ Charter No. _____

5.2 If no, provide the following:

The state in which the Proposer company is incorporated _____

Is the company in good standing with the state? Yes () No ()

If no, please explain _____

Date incorporated _____ Charter No. _____

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

6.1 If yes, provide the following:

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

License No. _____ Expiration Date _____

Qualifying Individual _____ Title _____

List company(ies) currently qualified under this license _____

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

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

7. Name of Proposer's Bonding Company _____

Address _____

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

8. Name of Proposer's Bonding Agency _____

Address _____

Contact Name _____ Telephone _____

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

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

General Liability \$ _____
Automobile Liability \$ _____
Workers Compensation \$ _____
Expiration Date _____

11. Has the Proposer company been cited by OSHA for any job site or company office/shop safety violations in the past two years? Yes () No ()

If yes, please describe each violation fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes () No ()

If yes, please describe the incident: _____

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes () No ()

If so, state the name(s) of the company(ies) _____

The state, local or federal entity(ies) with whom barred or suspended _____

State the period(s) of debarment or suspension _____

13. What is the construction experience of the proposed superintendent and project manager?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF CONSTRUCTION EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?

14. Have you ever failed to complete any work awarded to you? Yes () No ()

If so, where and why? _____

15. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract?

Yes () No ()

If so, state name of individual, other organization and reason therefore _____

16. List any and all litigation to which the organization has been a party in the last five (5) years.

17. Has organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No ()

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

DRAFT

18. Within the past five (5) years, has organization failed to complete a project within the scheduled contract time? Yes () No ()

If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

19. List all projects currently under contract, with a remaining contract amount of over \$100,000.00 (excluding retainage) and with an expected remaining contract duration in excess of 120 days (to substantial completion).

20. List each Sub-CONTRACTOR who will perform work and type of work

NAME	ADDRESS	LICENSE NO.	TYPE OF WORK
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

21. Identify the on-site Project Supervisor until completion of the project _____

HDPE Fusion Forman: _____

Electrical Forman: _____

Quality Control Supervisor: _____

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Viera East Community Development District or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Viera East Community Development District should qualify the Proposer for providing a Proposal for its construction projects, including such matters as the Proposer's ability, standing integrity, quality of performance, efficiency and general reputation.

_____ By: _____

(Type Name and Title of Person Signing)

This _____ day of _____, 2023.

(Corporate Seal)

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2023, by _____.

[Notary Seal]

Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

CORPORATE OFFICERS

Company Name _____

Date _____

Provide the following information for Officers of the Proposer and parent company, if any.

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

DRAFT

STATUS OF CONTRACTS ON HAND
(Attach additional sheets if necessary)

Company Name _____

Date _____

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	PROPOSER'S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand					\$			

THIS PAGE IS LEFT INTENTIONALLY BLANK

DRAFT

**PART II.C. CERTIFICATE OF CORPORATE
PRINCIPAL/AFFIDAVIT OF PROPOSER**

DRAFT

CERTIFICATE AS TO CORPORATE PRINCIPAL
VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
ROADWAY AND PARKING LOT RESURFACING
BREVARD COUNTY, FLORIDA

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that _____ who signed the said bond on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and on behalf of said Corporation by authority of its governing body.

	_____		_____		
		Secretary		Corporate Seal	
STATE OF _____	)		)	SS	
COUNTY OF _____))		

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the surety named therein in favor of Viera East Community Development District.

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2023, by _____, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____(SEAL)

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

**PART II.D. SWORN STATEMENT REGARDING
DISCRIMINATION**

DRAFT

**SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,
ON DISCRIMINATION**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Viera East Community Development District
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I understand that a "discrimination" or "discriminated" as defined in section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.

3. I understand that "discriminatory vendor list" as defined in section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to section 287.134(3)(d), *Florida Statutes*.

4. I understand that "entity" as defined in section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

5. I understand that an "affiliate" as defined in section 287.134(1)(a), *Florida Statutes*, means:

1. A predecessor or successor of an entity that discriminated; or
2. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity

6. I understand that, pursuant to section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the

construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- ___ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.

- ___ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

DRAFT

Signature by authorized representative of Proposer

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2023, by _____, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____(SEAL)

**PART II.E. SWORN STATEMENT REGARDING
PUBLIC ENTITY CRIMES**

DRAFT

SWORN STATEMENT ON PUBLIC ENTITY CRIMES
PURSUANT TO SECTION 287.133(2)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Viera East Community Development District
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

2. I understand that a "public entity crime" as defined in section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in section 287.133(1)(a), *Florida Statutes*, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in section 287.133(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts

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

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- ___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2023, by _____, of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____ (SEAL)

DRAFT

DRAFT

PART II.G. AFFIDAVIT OF NON-COLLUSION

DRAFT

AFFIDAVIT OF NON-COLLUSION
VIERA EAST COMMUNITY DEVELOPMENT DISTRICT
ROADWAY AND PARKING LOT RESURFACING
BREVARD COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF _____

I, _____, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a _____ (officer or principal) in the firm of _____, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this _____ day of _____, 2023.

DRAFT

Signature by authorized representative of Proposer

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2023, by _____ of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary Public taking acknowledgement

My Commission Expires: _____ (SEAL)

PART II.I. PERFORMANCE BOND FORM

DRAFT

PART III. FORM OF AGREEMENT (AIA)

DRAFT

**PART III.A. COMMUNITY DEVELOPMENT DISTRICT
PROVISIONS.**

DRAFT

**PART III.B. STANDARD ABBREVIATED FORM OF
AGREEMENT (AIA® Document A104TM – 2017).
[MODIFIED]**

DRAFT

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 Three»
(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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

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

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

<>

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

§ 2.3 Substantial Completion

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

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

Not later than **ninty** (90) calendar days from the date of commencement of the Work.

By the following date: |

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

Portion of Work

Substantial Completion Date

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

ARTICLE 3 CONTRACT SUM

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

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

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

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

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

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

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

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

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 FIVE HUNDRED AND 00/100 Dollars (\$ 500.00) 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	Limits
<<>>	<<>>

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

§ 17.1.16 Failure to comply with any of the insurance requirements will be deemed a material breach of the Contractor's obligations under this Contract. The Owner has the right to withhold payment to the Contractor until it complies with these insurance requirements. Without limitation of other remedies available to the Owner under the Contract, if the Contractor fails to purchase and maintain any insurance required under this Article 17, Owner may

but shall not be obligated to, upon 3 days prior written notice to the Contractor, purchase such insurance on behalf of the Contractor and shall be entitled to be reimbursed by the Contractor upon demand.

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

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

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

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

§ 17.2.2 Property Insurance

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

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

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

DRAFT

Exhibit A
NOT USED

DRAFT

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.

DRAFT

Exhibit C

Initial Schedule of Values

DRAFT

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.

DRAFT

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 _____, 2021, by _____. He/she is () personally known to me or () has produced _____ as identification.

(NOTARY SEAL) _____
X _____
Notary Public, State of Florida

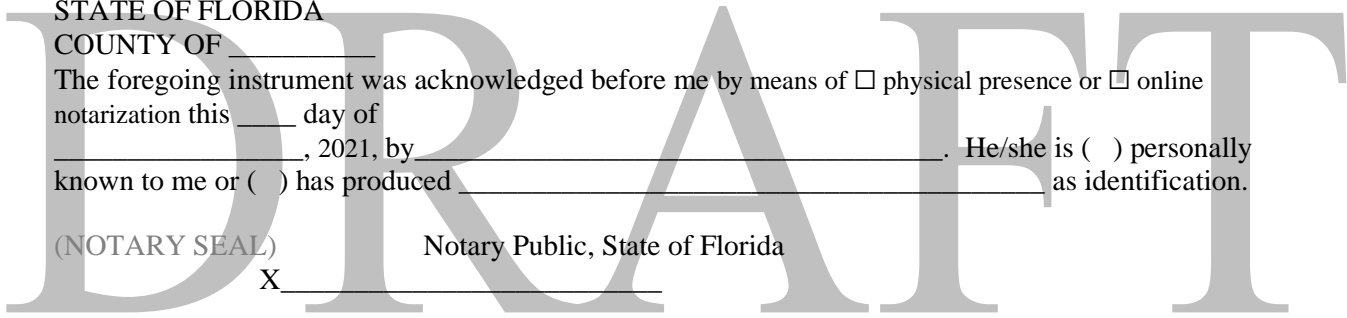


Exhibit D2

Form of Waiver of Lien (Final)

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to _____ (insert name of Lienor's customer) on the job of _____ ("Owner") to the Owner's following property:

(the "Project"). The undersigned further agrees that it will not perform any further work on the Project, through itself or through persons working under the undersigned, save and except corrective and warranty work for which payment has been made, and will indemnify Owner for any sums claimed to be due or owing on the Project by the undersigned, or any persons working under the undersigned. The undersigned will cause to be released or bonded any liens filed hereafter, including any lien filed by the undersigned, and will indemnify Owner from any such liens.

The undersigned makes this sworn statement based on personal knowledge, and with the understanding that Owner is relying on this representation in order to make final payment to the undersigned lienor for this Project.

By: _____
Printed Name: _____
Title: _____
Lienor's Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2020, by _____. He/she is () personally known to me or () has produced _____ as identification.

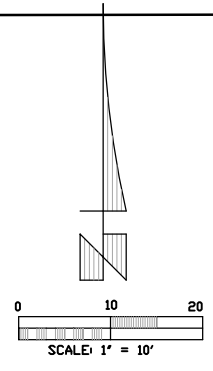
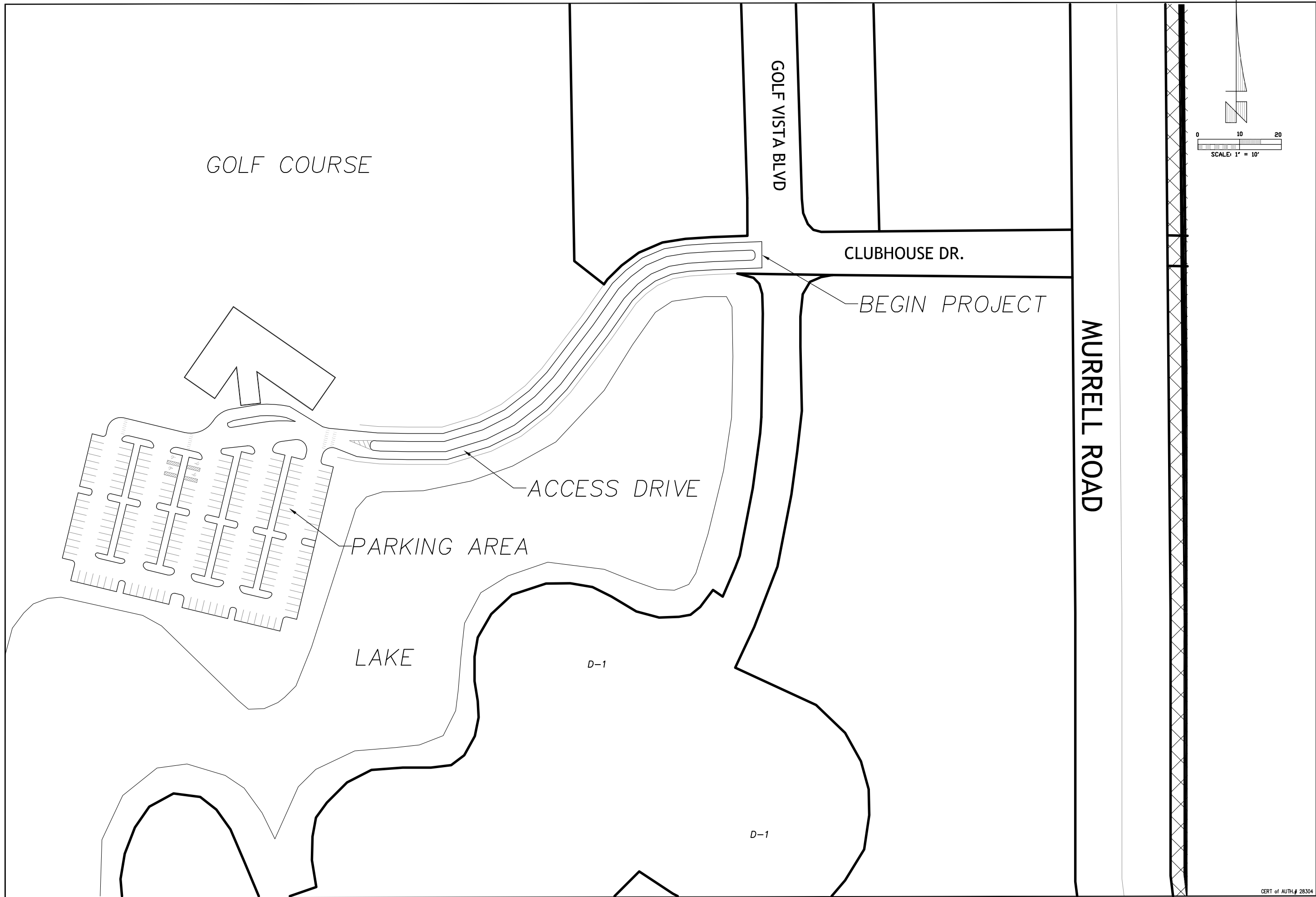
(NOTARY SEAL) _____ Notary Public, State of Florida
X _____

PART IV. PLANS AND SPECIFICATIONS

DRAFT

SCOPE OF WORK

1. Sawcut existing asphalt at the beginning of the project (at intersection of Golf Vista Blvd) to establish a clean edge.
2. Mill the access road and parking area to an average depth of 1.5". The milled surface shall be tack coated and repaved with 1.5" of FDOT SP 9.5 asphaltic pavement. The limits of work are shown on the exhibit. Contractor to dispose of all milling debris. In the event limerock is exposed during milling, contractor shall prime limerock.
2. Sawcut existing asphalt at the beginning of the project (at intersection of Golf Vista Blvd) and remove/dispose of the existing asphalt within the area depicted on exhibit A.
4. Sweep existing asphalt surface clean, and apply tack coat prior to laying new 1.5" asphalt .
5. Contractor shall include 173 standard white parking stripes, 4 handicap spaces per ADA, 4 white crosswalks, and replacement DBL yellow stripe and yellow gore striping.
6. The contractor shall remove concrete wheel stops and reset after paving.
- 5 Owner may conducting random asphalt cores at Owners expense. Asphalt thickness tolerance is 1/4", any core that does not meet tolerance will be re-cored to determine extent of deficiency. sawcut out, and 1.5" of new asphalt placed. The average of all cores must be no less than 1.5 inch. Owner will test asphalt temperature during placement. The Owner has the right to reject any truck with temperatures below the allowable tolerance.
6. The contractor will coordinate the paving schedule with the Owner /engineer as to create minimal impacts to the golf course.
8. The Contractor will replace one existing blue hydrant RPM's.
9. Clean-up: The contractor must provide clean-up of excess construction material upon completion of the project. The contractor shall inspect the grass area along the paved surface and remove all asphalt debris from within the project limits.



PROJECT AREA EXHIBIT
 Scale: NTS
 Sheet: 1 OF 1

Project: VIERA EAST GOLF CLUB RE-PAVING PROJECT
 VEIRA EAST CDD FLORIDA

Revision: _____
 Date: _____

Engineer of Record
 Robert F. Robb
 P.E. # 55645
 Date: 3/2/23

R&T
 engineering SOLUTIONS
 ROBB & TAYLOR
 Engineering Solutions, Inc.
 15555 WINDY HOLLOW LANE
 WEST PALM BEACH, FLORIDA 33411
 Office: (321) 302-2313
 Fax: (321) 622-4007

SECTION VI

SECTION A

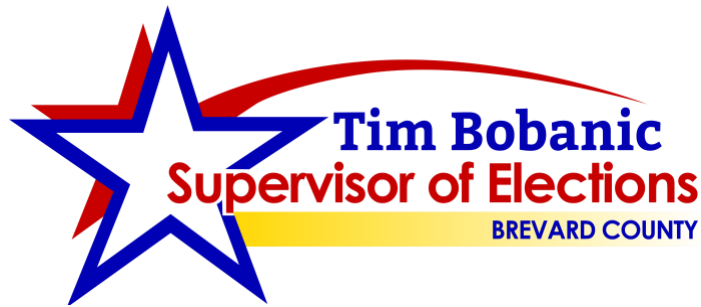
Viera East CDD Action Items
4/27/2023

Item #	Action Item	Assigned To:	Status	Date Added	Estimated Start	Estimated Completion	Comments/Estimated Completion
1	Fire Breaks	Moller/Dale	Ongoing	12/17/20	March 2023	June 2023	
2	Develop Emergency Recovery Plan	Moller/Dale/Robb	Ongoing	10/27/22			Still Awaing information from County
3	Letter to Community Regarding Storm Response	DeVries/Moller	Ongoing	10/27/22			
4	Employee Policy Manual	Showe/ABS	Ongoing	1/12/23			Awaiting Any Additonal Comments from Board/Staff
5	New POS System	Moller>Showe	Ongoing	1/12/23			Scheduled to be Implemented by May 2023
6	Parking Lot Paving Review	Showe/Robb	Ongoing	1/12/23			Awaiting Any Additonal Comments from Board
7	Turf Management of Woodside	Moller	Ongoing				
8	Driving Range Parking	Moller	Ongoing	3/9/23			GM working with VEGDA to review

SECTION VII

SECTION B

SECTION 1



April 17, 2023

Ms. Brittany Brookes, Recording Secretary
219 East Livingston Street
Orlando, Florida 32801

RE: Viera East Community Development District

Dear Ms. Brookes:

I am writing in response to your request of April 3, 2023 for the number of registered voters within the
afore-mentioned communities.

Please be advised our records indicate the number of registered voters as of April 15, 2023 are as
follows:

Viera East Community Development District **7,764**

If you need any additional information, or have any questions, please feel free to contact me at
321.290.8683.

Kind regards,

Tim Bobanic

TB/dy

Mailing Address

PO Box 410819
Melbourne, FL 32941-0819
Toll Free: (800) 579-4780

Supervisor of Elections - Titusville

400 South Street
Suite 1F
Titusville, FL 32780-7610
Telephone: (321) 264-6740
Fax: (321) 264-6741

Supervisor of Elections - Viera

2725 Judge Fran Jamieson Way
Building C, Suite 105
Viera, FL 32940-6605
Telephone: (321) 633-2124
Fax: (321) 633-2130

Supervisor of Elections - Melbourne

1515 Sarno Road
Building A
Melbourne, FL 32935-5293
Telephone: (321) 255-4455
Fax: (321) 255-4401

Supervisor of Elections – Palm Bay

450 Cogan Drive SE
Palm Bay, FL 32909-6869
Telephone: (321) 952-6328
Fax: (321) 952-6332

(321) 290-VOTE (8683)
VoteBrevard.gov

SECTION VIII

SECTION A

Viera East
Community Development District
 Check Register Summary
 March 17, 2023 through April 20, 2023

Fund	Date	Check #'s	Amount
<i>General Fund</i>			
	3/23/23	4668-4674	\$ 13,830.92
	3/30/23	4675-4677	\$ 818.22
	4/6/23	4678-4683	\$ 16,482.21
	4/13/23	4684-4693	\$ 16,561.06
	4/20/23	4694-4697	\$ 53,251.08
		<u>Sub-Total</u>	<u>\$ 100,943.49</u>
<i>Capital Reserve</i>			
	4/20/23	183	\$ 11,205.41
		<u>Sub-Total</u>	<u>\$ 11,205.41</u>
<i>Golf Course</i>			
	3/17/23	30569	\$ 96.25
	3/23/23	30570-30587	\$ 26,370.65
	3/24/23	30588	\$ 1,878.08
	3/30/23	30589-30614	\$ 23,442.96
	3/31/23	30615	\$ 2,708.33
	4/6/23	30616-30630	\$ 12,193.73
	4/13/23	30631-40657	\$ 21,655.07
	4/20/23	30658-30665	\$ 496,586.74
		<u>Sub-Total</u>	<u>\$ 584,931.81</u>
Total			\$ 697,080.71

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/23/23	00195	3/23/23	9603978	202303	320-53800-34100		PEST CONTROL	*	408.98		
		3/23/23	9603978	202303	320-53800-34100		PEST CONTROL	V	408.98-		
ECOLAB PEST ELIMINATION DIV										.00	000001
3/17/23	00506	3/16/23	1883-4	202303	330-53800-47200		APPLICATION 1883-4	*	400.00		
ST. JOHNS RIVER WATER MGMT DISTRICT										400.00	004667
3/23/23	00267	3/07/23	23-03-04	202303	340-53800-47900		30 YARD ROLLOFF	*	375.00		
BERRY DISPOSAL										375.00	004668
3/23/23	00034	3/10/23	112086 F	202302	340-53800-43500		1705 CRANE CREEK BLVD	*	224.62		
CITY OF COCOA										224.62	004669
3/23/23	00126	3/01/23	446	202303	310-51300-34000		MANAGEMENT FEES MAR23	*	8,879.75		
		3/01/23	446	202303	310-51300-35100		INFORMATION TECH MAR23	*	364.83		
		3/01/23	446	202303	310-51300-31700		DISSEMINATION SVC MAR23	*	83.33		
		3/01/23	446	202303	310-51300-42500		COPIES	*	38.25		
GOVERNMENTAL MANAGEMENT SERVICES										9,366.16	004670
3/23/23	00196	3/03/23	17WR8533	202302	340-53800-46000		VALVE AS DRA	*	1,049.06		
RING POWER CORPORATION										1,049.06	004671
3/23/23	00078	3/21/23	176785	202303	340-53800-46000		CHAIN SPROCKET	*	108.96		
ROCKLEDGE MOWER & SERVICE										108.96	004672
3/23/23	00212	3/15/23	9443866	202303	340-53800-47400		RAINBIRD	*	2,298.14		
TIAA COMMERCIAL FINANCE, INC.										2,298.14	004673
3/23/23	00195	3/23/23	9603978	202303	320-53800-34100		PEST CONTROL	*	408.98		
ECOLAB PEST ELIMINATION DIV										408.98	004674
3/30/23	00267	3/22/23	23-03-15	202303	340-53800-47900		30 YARD ROLLOFF	*	375.00		
BERRY DISPOSAL										375.00	004675

VIER --VIERA EAST-- HHENRY

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/30/23	00204	3/22/23	96491375	202303	340-53800-47300		PET WASTE BAGS GRAINGER	*	190.54	190.54	004676
3/30/23	00188	3/02/23	30900106	202303	340-53800-54100		UNIFORMS 3/2/23	*	63.17		
		3/16/23	30900153	202303	340-53800-54100		UNIFORMS 3/16/23	*	63.17		
		3/23/23	30900175	202303	340-53800-54100		UNIFORMS 3/23/23	*	63.17		
		3/30/23	30900193	202303	340-53800-54100		UNIFORMS 3/30/23 UNIFIRST CORPORATION	*	63.17	252.68	004677
4/06/23	00267	3/29/23	23-03-20	202303	340-53800-47900		30 YARD ROLLOFF BERRY DISPOSAL	*	375.00	375.00	004678
4/06/23	00189	4/04/23	2829774	202304	340-53800-41000		TELEPHONE BLUELINE TELECOM GROUP, LLC	*	595.99	595.99	004679
4/06/23	00040	4/03/23	440689	202303	330-53800-47200		AQUATIC WEED CONTROL ECOR INDUSTRIES, INC.	*	13,088.40	13,088.40	004680
4/06/23	00279	4/04/23	04042023	202304	340-53800-47300		REIMBURSE JIM MOLLER	*	111.28	111.28	004681
4/06/23	00246	3/29/23	20472832	202303	340-53800-54500		FIRE AND BURGLARY ALARMS MARLIN BUSINESS BANK	*	511.54	511.54	004682
4/06/23	00273	4/05/23	1324	202304	340-53800-47300		GRASS CUTTING S&L LAWN CARE AND MORE LLC	*	1,800.00	1,800.00	004683
4/13/23	00280	4/05/23	INV05575	202304	320-53800-54100		STAFF HATS AHEAD LLC	*	262.84	262.84	004684
4/13/23	00126	4/01/23	448	202304	310-51300-34000		MANAGEMENT FEES APR23	*	8,879.75		
		4/01/23	448	202304	310-51300-35100		INFORMATION TECH APR23	*	364.83		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/01/23	448	4/01/23	448	202304 310-51300-31700	DISSEMINATION SVC APR23	*	83.33		
4/01/23	448	4/01/23	448	202304 310-51300-42500	COPIES	*	100.35		
4/01/23	448	4/01/23	448	202304 320-53800-34100	AMERICAN EXPRESS STATEMEN	*	499.50		
4/01/23	448	4/01/23	448	202304 310-51300-42500	1099 FILING	*	59.59		
GOVERNMENTAL MANAGEMENT SERVICES								9,987.35	004685
4/13/23	00283	4/10/23	04102023	202304 340-53800-49000	LUNCH REIMBURSEMENT	*	105.05		
HARVEY MEISTER								105.05	004686
4/13/23	00282	4/01/23	04012023	202304 320-53800-49000	TIMS MEMORIAL	*	330.00		
		4/01/23	04012023	202304 320-53800-49000	TIMS MEMORIAL	V	330.00-		
HOOK AND EAGLE TAVERN								.00	004687
4/13/23	00279	4/10/23	04102023	202304 340-53800-41000	REIMB-IPAD CONNECTION	*	157.32		
JIM MOLLER								157.32	004688
4/13/23	00060	4/03/23	21768	202304 340-53800-46000	DND SERVICE	*	15.00		
		4/13/23	21767	202304 340-53800-46000	DND & KEYS	*	63.00		
LACEY'S LOCK SERVICE INC								78.00	004689
4/13/23	00190	4/11/23	305644	202304 340-53800-46000	HYD FILTER	*	171.00		
NAPA AUTO PARTS								171.00	004690
4/13/23	00284	4/13/23	04132023	202304 320-53800-48000	FOAM MACHINE DEPOSIT	*	50.00		
SOFLO FOAM PARTIES								50.00	004691
4/13/23	00259	3/11/23	24 VECDD	202303 320-53800-48000	LIFE STYLE & MKT SVC	*	2,553.09		
		4/08/23	25 VECDD	202304 320-53800-48000	LIFE STYLE & MKT SVC	*	2,616.41		
UNIQUE WEBB CONSULTING								5,169.50	004692
4/13/23	00284	4/13/23	042223 E	202304 320-53800-48000	FOAM MACHINE 4.22 EVENT	*	250.00		
SOFLO FOAM PARTIES								250.00	004693

VIER --VIERA EAST-- HHENRY

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/20/23	00267	4/12/23	23-04-08	202304	340	53800	47900		BERRY DISPOSAL	*	375.00	375.00	004694
4/20/23	00210	4/11/23	75454	AP	202304	340	53800	47300	FPL	*	53.79	53.79	004695
4/20/23	00626	4/18/23	1760330		202302	310	51300	31500	SHUTTS & BOWEN LLP	*	1,388.50	1,388.50	004696
4/20/23	00400	4/20/23	04202023		202304	300	20700	10100	VIERA EAST CDD - SERIES 2020	*	50,433.79	50,433.79	004697
4/20/23	00017	4/01/23	04012023		202304	320	53800	49000	VIERA EAST CDD - GOLF COURSE	*	330.00	330.00	004698
TOTAL FOR BANK A											100,343.49		
TOTAL FOR REGISTER											100,343.49		

VIER --VIERA EAST-- HHENRY

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
4/20/23	00084	12/14/22 12142022	202212 300-13100-10200	PATIO FINAL PAYMENT	*	11,205.41		

SOUTHERN PATIO ENCLOSURES							11,205.41	000183

TOTAL FOR BANK C						11,205.41		
TOTAL FOR REGISTER						11,205.41		

VIER --VIERA EAST-- HHENRY

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/23/23	00947	3/23/23	9013983	202303	390	57200	46500		PEST CONTROL	*	143.36		
		3/23/23	9013983	202303	330	57200	46400		PEST CONTROL	*	95.11		
		3/23/23	9013983	202303	340	57200	46400		PEST CONTROL	*	95.11		
ECOLAB PEST ELIMINATION												333.58	030576
3/23/23	00035	3/10/23	45156	202303	390	57200	43000		5250 MURRELL RD	*	2,482.52		
		3/10/23	45156	202303	300	13100	10000		5250 MURRELL RD	*	620.63		
FPL												3,103.15	030577
3/23/23	01071	3/01/23	447	202303	310	57200	31700		DISSEMINATION SVC MAR23	*	83.33		
GOVERNMENTAL MANAGEMENT SERVICES												83.33	030578
3/23/23	01324	2/22/23	02222023	202302	330	57200	46000		UHAUL	*	312.73		
		2/22/23	02222023	202302	330	57200	46000		LOWES	*	44.90		
		2/22/23	02222023	202302	300	14100	10000		FOOD	*	46.70		
REGIONS BANK												404.33	030579
3/23/23	01554	3/22/23	04072023	202303	300	15500	10000		ENTERTAINMENT 4/7/23	*	300.00		
ROCKSTAR KARAOKE ENTERTAINMENT LLC												300.00	030580
3/23/23	01554	3/22/23	04142023	202303	300	15500	10000		ENTERTAINMENT 4/14/23	*	300.00		
ROCKSTAR KARAOKE ENTERTAINMENT LLC												300.00	030581
3/23/23	01554	3/22/23	04212023	202303	300	15500	10000		ENTERTAINMENT 4/21/23	*	300.00		
ROCKSTAR KARAOKE ENTERTAINMENT LLC												300.00	030582
3/23/23	01554	3/22/23	04282023	202303	300	15500	10000		ENTERTAINMENT 4/28/23	*	300.00		
ROCKSTAR KARAOKE ENTERTAINMENT LLC												300.00	030583
3/23/23	00130	3/16/23	52213659	202303	340	57200	51100		OP SUPPLIES	*	1,195.17		
		3/16/23	52213659	202303	330	57200	51050		PAPER	*	33.95		

VIER --VIERA EAST-- HHENRY

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/16/23		52213659	202303	330-57200-51100		*	26.89		
		OPER							
3/16/23		52213659	202303	300-14100-10000		*	644.30		
		FOOD							
3/16/23		52213659	202303	330-57200-43100		*	8.30		
		FUEL							
SYSCO								1,908.61	030584
3/23/23	01512	3/14/23	8221685	202303	350-57200-46100	*	6,552.90		
			2020 EZGO RXV						
		3/14/23	8221685	202303	390-57200-54600	*	6,541.14		
			TORO TURF EQUIPMENT						
		3/14/23	8221685	202303	390-57200-54600	*	726.47		
			2022 CUSHMAN HAULER						
		3/14/23	8221685	202303	350-57200-46100	*	355.00		
			2021 CUSHMAN REFRESHER						
THE HUNTINGTON NATIONAL BANK								14,175.51	030585
3/23/23	01558	3/10/23	50242789	202303	390-57200-54600	*	652.46		
			KUBOTA TRACTOR MAR						
		3/10/23	50242789	202303	300-15500-10000	*	652.46		
			KUBOTA TRACTOR APR						
WELLS FARGO FINANCIAL LEASING, INC.								1,304.92	030586
3/23/23	01550	3/17/23	959769 A	202303	300-14100-10000	*	128.50		
			BREAD						
		3/25/23	959773	202303	300-14100-10000	*	157.25		
			BREAD						
CHUCK INDEPENDENT BREAD DIST, LLC								285.75	030587
3/24/23	01324	3/16/23	8999 MAR	202303	320-57200-48000	*	176.00		
			INDEED JOB POSTING						
		3/16/23	8999 MAR	202303	320-57200-49000	*	12.00		
			TRANSACTION FEE						
		3/16/23	8999 MAR	202303	320-57200-41000	*	194.00		
			CRICKET WIRELESS						
		3/16/23	8999 MAR	202303	320-57200-34100	*	12.19		
			APPLE BILL						
		3/16/23	8999 MAR	202303	300-13100-10000	*	284.00		
			POSTAGE						
		3/16/23	8999 MAR	202303	320-57200-46000	*	34.53		
			LIGHT SWITCH						
		3/16/23	8999 MAR	202303	300-14200-10000	*	68.09		
			WINN DIXIE						
		3/16/23	8999 MAR	202303	300-14200-10000	*	400.00		
			RANGE BALL MACHINE						

VIER --VIERA EAST-- HHENRY

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/16/23		8999 MAR 2023	0303	300-14200-10000			WINN DIXIE	*	68.48		
3/16/23		8999 MAR 2023	0303	320-57200-46000			FIRE ALARM LOCKBOX	*	367.44		
3/16/23		8999 MAR 2023	0303	390-57200-51000			MICROWAVE	*	155.64		
3/16/23		8999 MAR 2023	0303	300-14200-10000			WINN DIXIE	*	90.58		
3/16/23		8999 MAR 2023	0303	320-57200-34100			AMAZON PRIME	*	15.13		
REGIONS BANK										1,878.08	030588
3/30/23	00782	3/27/23	08736	202303	330-57200-51100		MATS	*	133.84		
A LINEN CONNECTION										133.84	030589
3/30/23	01485	2/07/23	91493748	202302	300-14200-10000		GOLF SHOES	*	80.17		
		3/20/23	91523215	202303	300-14200-10000		GOLF BALLS	*	1,392.99		
		3/21/23	91524237	202303	300-14200-10000		GOLF BALLS	*	1,619.20		
ACUSHNET COMPANY										3,092.36	030590
3/30/23	01550	3/30/23	959776	202303	300-14100-10000		BREAD	*	140.49		
CHUCK INDEPENDENT BREAD DIST, LLC										140.49	030591
3/30/23	00024	3/15/23	141774 M	202303	320-57200-43000		4563 BRAYWICK CT	*	93.09		
CITY OF COCOA UTILITIES										93.09	030592
3/30/23	00648	3/13/23	191720	202303	330-57200-46000		ELECTRICAL MAINT	*	275.00		
DURHAM & SONS, INC.										275.00	030593
3/30/23	01615	3/24/23	03242023	202303	320-57200-34100		REIMBURSE	*	10.69		
ED GRASSER										10.69	030594
3/30/23	00156	3/21/23	15-80122	202303	300-21700-10000		SALES TAX	*	73.15		
FLORIDA DEPARTMENT OF REVENUE										73.15	030595
3/30/23	01614	3/22/23	PO710004	202303	390-57200-46000		BEARING BALL	*	108.60		

VIER --VIERA EAST-- HHENRY

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
		3/22/23	P0709904	202303 300-13100-10000	BELT MOWER	*	279.88		
		3/22/23	P0709904	202303 390-57200-46000	HOLDER PULLEY	*	568.24		
								956.72	030596
3/30/23	00587	3/22/23	649012	202303 390-57200-46110	ULTRA LOW DIESEL	*	485.01		
		3/22/23	649012	202303 300-13100-10000	ULTRA LOW DIESEL	*	238.89		
		3/22/23	649013	202303 390-57200-46110	90 NON ETHANOL	*	646.38		
		3/22/23	649013	202303 300-13100-10000	90 NON ETHANOL	*	318.36		
								1,688.64	030597
3/30/23	00097	3/21/23	289810	202303 300-14200-10000	SCORE CARDS	*	668.74		
								668.74	030598
3/30/23	00194	3/23/23	PINV0124	202303 350-57200-51100	BAG RACK 5 STALL BALCK	*	2,161.20		
								2,161.20	030599
3/30/23	00564	3/10/23	51753	202302 390-57200-47300	BIN C TOPDRESS	*	1,017.45		
								1,017.45	030600
3/30/23	01524	3/04/23	03042023	202303 300-14100-10000	REIMBURSE	*	131.54		
		3/04/23	03042023	202303 300-14100-10000	REIMBURSE	*	19.96		
		3/25/23	03252023	202303 300-14100-10001	REIMBURSE	*	203.29		
		3/25/23	03252023	202303 300-14100-10000	REIMBURSE	*	106.60		
		3/25/23	03252023	202303 300-14100-10001	REIMBURSE	*	211.99		
								673.38	030601
3/30/23	01526	3/20/23	03202023	202303 300-14200-10000	REIMBURSE	*	34.23		
								34.23	030602
3/30/23	01581	9/12/22	250	202209 390-57200-47500	SOIL TREATMENT	*	1,000.00		
								1,000.00	030603

VIER --VIERA EAST-- HHENRY

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/30/23	00180	3/21/23	302924	202303 390-57200-41000	JUMP STARTER NAPA AUTO PARTS	*	283.24	283.24	030604
3/30/23	00127	3/24/23	654141	202303 390-57200-46000	TURF SAVER TREAD PRECISION	*	597.87	597.87	030605
3/30/23	01324	3/22/23	03222023	202303 330-57200-46000	LOWE'S	*	85.51		
		3/22/23	03222023	202303 300-14100-10200	WINN DIXIE	*	11.98		
		3/22/23	03222023	202303 300-14100-10000	WINN DIXIE	*	19.98		
		3/22/23	03222023	202303 300-14100-10000	WINN DIXIE	*	21.38		
		3/22/23	03222023	202303 330-57200-46000	WALMART	*	35.48		
		3/22/23	03222023	202303 300-14100-10000	ACE HARDWARE WINN DIXIE	*	30.90		
					REGIONS BANK			205.23	030606
3/30/23	01613	3/16/23	17WR8565	202303 300-13100-10000	BATTERY TRAY	*	566.16		
		3/16/23	17WR8565	202303 390-57200-46000	BARRERY TRAY	*	1,149.48		
					RING POWER CORPORATION			1,715.64	030607
3/30/23	00603	3/27/23	1706995	202303 390-57200-46000	WOODCUTTER BAR AND CHAIN	*	190.90		
					ROCKLEDGE MOWER & SERVICE			190.90	030608
3/30/23	01210	3/25/23	80697199	202303 320-57200-51000	SUPPLIES	*	93.36		
					STAPLES ADVANTAGE			93.36	030609
3/30/23	01512	3/19/23	8227034	202303 390-57200-54600	TORO TURF PACKAGE	*	5,115.96		
					THE HUNTINGTON NATIONAL BANK			5,115.96	030610
3/30/23	00807	3/16/23	30900153	202303 390-57200-54100	UNIFORMS 3/16/23	*	185.09		
		3/23/23	30900175	202303 390-57200-54100	UNIFORMS 3/23/23	*	185.09		
		3/30/23	30900193	202303 390-57200-54100	UNIFORMS 3/30/23	*	185.09		
					UNIFIRST CORPORATION			555.27	030611

VIER --VIERA EAST-- HHENRY

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/30/23	00068	3/23/23	9210525-	202304	320	57200	34100			*	700.94		
			8 YARD DUMPSTER										
		3/23/23	9210864-	202304	390	57200	47900			*	213.03		
			6 YARD DUMPSTER										
									WASTE MANAGEMENT			913.97	030612
3/30/23	00117	2/28/23	39176549	202302	390	57200	47100			*	619.00		
			IRRIGATION SVC										
		3/14/23	41127063	202303	390	57200	46000			*	943.54		
			FLYERS										
									WESCOTURF INC.			1,562.54	030613
3/30/23	01380	3/30/23	1841	202303	320	57200	54500			*	190.00		
			BREEZEWAY TV SETUP										
									BLACK HOLE MAKERS LLC			190.00	030614
3/31/23	01524	3/18/23	0036	202303	330	57200	12005			*	2,708.33		
			TAVERN MANAGEMENT										
									JEFFREY SPENCER			2,708.33	030615
4/06/23	01485	3/28/23	91530695	202303	300	14200	10000			*	132.82		
			MERCHANDISE										
		3/29/23	91531617	202303	300	14200	10000			*	829.58		
			MERCHANDISE										
									ACUSHNET COMPANY			962.40	030616
4/06/23	00091	3/28/23	INV05565	202303	300	14200	10000			*	2,034.39		
			MERCHANDISE										
									AHEAD LLC			2,034.39	030617
4/06/23	00430	4/05/23	I2304059	202304	390	57200	49800			*	26.55		
			SUPPLIES										
		4/05/23	I2304059	202304	390	57200	49800			*	132.00		
			SUPPLIES										
		4/05/23	I2304059	202304	390	57200	49800			*	83.90		
			SUPPLIES										
									AMERICAN SAFETY & FIRST AID, INC.			242.45	030618
4/06/23	00324	3/01/23	INV-1003	202303	300	14200	10000			*	946.92		
			GOLF BALLS										
		3/03/23	INV-1003	202303	300	14200	10000			*	937.66		
			GOLF BALLS										
									BRIDGESTONE GOLF, INC.			1,884.58	030619
4/06/23	01545	3/31/23	1607	202303	300	14100	10000			*	150.00		
			BREW POW 32										
									CHAR AND OAK LLC			150.00	030620

VIER --VIERA EAST-- HHENRY

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/06/23	00022	4/01/23	01-92441	202304	330	57200	51100			*	305.73		
			OPER										
4/01/23		01-92441	202304	300	14100	10200				*	844.33		
			BEV										
4/01/23		01-92441	202304	300	14100	10000				*	597.24		
			FOOD										
4/01/23		01-92441	202304	330	57200	43100				*	7.35		
			FUEL										
4/01/23		01-92441	202304	340	57200	51100				*	563.96		
			INES										
4/01/23		01-92441	202304	330	57200	51050				*	174.98		
			PAPER										
4/01/23		01-92441	202304	330	57200	51100				V	305.73-		
			OPER										
4/01/23		01-92441	202304	300	14100	10200				V	844.33-		
			BEV										
4/01/23		01-92441	202304	300	14100	10000				V	597.24-		
			FOOD										
4/01/23		01-92441	202304	330	57200	43100				V	7.35-		
			FUEL										
4/01/23		01-92441	202304	340	57200	51100				V	563.96-		
			INES										
4/01/23		01-92441	202304	330	57200	51050				V	174.98-		
			PAPER										
CHENEY BROTHERS INC												.00	030621
4/06/23	01550	3/28/23	959775	202303	300	14100	10000			*	123.95		
			BREAD										
4/01/23		959777	202304	300	14100	10000				*	127.56		
			BREAD										
4/04/23		959778	202304	300	14100	10000				*	99.61		
			BREAD										
CHUCK INDEPENDENT BREAD DIST, LLC												351.12	030622
4/06/23	01388	3/23/23	AR915598	202303	390	57200	54600			*	169.26		
			COPIER LEASE										
DEX IMAGING												169.26	030623
4/06/23	01267	4/06/23	03242023	202304	300	20300	10000			*	1,896.22		
			MEMBERSHIP REFUND										
JAMES MINSKY												1,896.22	030624
4/06/23	00483	3/25/23	03252023	202303	330	57200	51025			*	81.17		
			911330										
3/25/23		03252023	202303	390	57200	47100				*	107.68		
			911330										
VIER --VIERA EAST-- HHENRY													

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/25/23		03252023	911330	202303 390-57200-51100		*	49.30		
3/25/23		03252023	992861	202303 390-57200-51100		*	300.76		
3/25/23		03252023	919356	202303 300-13100-10000		*	23.09		
3/25/23		03252023	919336	202303 320-57200-46000		*	85.46		
3/25/23		03252023	920014	202303 300-13100-10000		*	32.28		
LOWE'S								679.74	030625
4/06/23	01512	3/29/23	8242066	202303 390-57200-54600	TORO REELMASTER	*	1,065.98		
THE HUNTINGTON NATIONAL BANK								1,065.98	030626
4/06/23	01421	3/31/23	0323-TR7	202303 300-13100-10000	COBRA GF AD	*	8.33		
		3/31/23	0323-TR7	202303 300-13100-10000	COBRA GF MAINT	*	33.33		
		3/31/23	0323-TR7	202303 390-57200-22000	COBRA GC MAINT	*	58.34		
WAGEWORKS, INC.								100.00	030627
4/06/23	01397	3/28/23	802038	202303 350-57200-46100	1 YULAS GOLF CAR	*	164.00		
YAMAHA MOTOR FINANCE CORP, USA								164.00	030628
4/06/23	01616	3/31/23	I114996	202303 300-13100-10700	FIRST MONTHS DEPOSIT	*	539.70		
		3/31/23	I114996	202303 300-13100-10700	LAST MONTHS DEPOSIT	*	539.70		
		3/31/23	I114996	202303 300-13100-10700	ONETIME SETUP FEE	*	299.70		
		3/31/23	I114996	202303 300-13100-10700	FIRST MONTHS DEPOSIT	V	539.70-		
		3/31/23	I114996	202303 300-13100-10700	LAST MONTHS DEPOSIT	V	539.70-		
		3/31/23	I114996	202303 300-13100-10700	ONETIME SETUP FEE	V	299.70-		
EFFORTLESS OFFICE								.00	030629
4/06/23	01617	3/30/23	1	202303 390-57200-49100	BC CDBG GRANT INITIAL PMY	*	3,000.00		
NEUMAN SOLUTIONS LLC								3,000.00	030630
VIER --VIERA EAST-- HHENRY									

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/13/23	00782	4/10/23	09583 MATS	202304	330	57200	51100			*	135.94		
A LINEN CONNECTION												135.94	030631
4/13/23	01618	4/11/23	WOFL-184 MAINTENANCE & CLEANING	202304	330	57200	46000			*	250.00		
A-HEAD FOR PROFITS FL												250.00	030632
4/13/23	01485	4/03/23	91534700 GOLF SHOES	202304	300	14200	10000			*	67.16		
		4/05/23	91538092 MERCHANDISE	202304	300	14200	10000			*	138.00		
		4/07/23	91541340 MERCHANDISE	202304	300	14200	10000			*	747.00		
ACUSHNET COMPANY												952.16	030633
4/13/23	00091	4/03/23	INV05571 MERCHANDISE	202304	300	14200	10000			*	245.55		
		4/06/23	INV05576 MERCHANDISE	202304	300	14200	10000			*	343.91		
AHEAD LLC												589.46	030634
4/13/23	00987	4/10/23	27913 1/4 PAGE AD APR23	202304	320	57200	48000			*	433.50		
		4/10/23	27914 1/6 PAGE APR23	202304	320	57200	48000			*	330.00		
BLUEWATER CREATIVE GROUP INC												763.50	030635
4/13/23	01472	4/10/23	23041038 2ND REINSPECTION	202304	390	57200	49000			*	135.00		
BREVARD COUNTY FIRE RESCUE												135.00	030636
4/13/23	01553	4/01/23	00183640 TV AND INTERNET	202304	330	57200	41000			*	421.33		
CHARTER COMMUNICATIONS												421.33	030637
4/13/23	01550	4/05/23	959779 BREAD	202304	300	14100	10000			*	105.00		
		4/08/23	959780 BREAD	202304	300	14100	10000			*	106.95		
CHUCK INDEPENDENT BREAD DIST, LLC												211.95	030638
4/13/23	01241	4/10/23	23APR-54 WINDOW CLEANING SVC	202304	320	57200	46000			*	275.00		
CRYSTAL HI RISE, INC.												275.00	030639

VIER --VIERA EAST-- HHENRY

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/13/23	01394	4/01/23	63373753	202304	330	57200	54600		RENTAL ECOLAB	*	106.78	106.78	030640
4/13/23	00587	4/03/23	698236	202304	390	57200	46110		ULTRA LOW SULFUR DIESEL	*	197.60		
		4/03/23	698236	202304	300	13100	10000		ULTRA LOW SULFUR DIESEL	*	97.33		
		4/03/23	698237	202304	390	57200	46110		90 NON ETHANOL	*	757.25		
		4/03/23	698237	202304	300	13100	10000		90 NON ETHANOL	*	372.98		
									GLOVER OIL COMPANY INC			1,425.16	030641
4/13/23	01372	4/03/23	33761902	202304	320	57200	34100		INSURANCE	*	120.32		
		4/03/23	33761902	202304	300	13100	10000		INSURANCE	*	120.31		
									GREAT AMERICA FINANCIAL SVCS			240.63	030642
4/13/23	01071	4/01/23	449	202304	310	57200	31700		DISSEMINATION SVC APR23	*	83.33		
									GOVERNMENTAL MANAGEMENT SERVICES			83.33	030643
4/13/23	01214	4/06/23	2026719-	202304	330	57200	51025		SUPPLIES	*	42.96		
									HOSPITALITY RESOURCE SUPPLY, INC			42.96	030644
4/13/23	01532	4/01/23	2-216277	202304	390	57200	51160		CLEANING SVC APR23	*	1,007.00		
									JANI-KING OF ORLANDO			1,007.00	030645
4/13/23	01524	4/06/23	0037	202304	330	57200	12005		TAVERN MANAGEMENT	*	2,708.33		
									JEFFREY SPENCER			2,708.33	030646
4/13/23	01490	4/07/23	06180	202304	320	57200	46000		REINSTALLED 3 CAMERAS	*	300.00		
									MODERN SECURITY SYSTEMS			300.00	030647
4/13/23	00180	4/11/23	305688	202304	390	57200	46000		AIR FILTER	*	150.04		
		4/11/23	305717	202304	390	57200	46000		STICK ELECTRODE	*	5.54		
									NAPA AUTO PARTS			155.58	030648

VIER --VIERA EAST-- HHENRY

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/13/23	01240	3/30/23	11306881	202303 300-14200-10000		PERSONALIZED INVENTORY NATIONAL PEN COMPANY	*	1,695.69	1,695.69	030649
4/13/23	01358	3/31/23	00108414	202303 390-57200-54200		CYLINDER RENTAL NEXAIR, LLC	*	37.46	37.46	030650
4/13/23	00694	4/05/23	654715	202304 390-57200-46000		STARTER GENERATOR	*	839.16		
		4/11/23	654959	202304 350-57200-46300		STARTER GENERATOR PRECISION SMALL ENGINE CO., INC.	*	423.47	1,262.63	030651
4/13/23	00603	4/11/23	177655	202304 340-57200-46000		PREMIUM BELT ROCKLEDGE MOWER & SERVICE	*	16.99	16.99	030652
4/13/23	01587	3/31/23	INV28198	202304 330-57200-54000		MONTHLY SUBSCRIPTION TOAST INC.	*	415.00	415.00	030653
4/13/23	01588	4/10/23	4154	202304 390-57200-47500		GRANULAR FERTILITZER TURF SOLUTIONS	*	2,900.00	2,900.00	030654
4/13/23	00807	4/06/23	30900215	202304 390-57200-54100		UNIFORMS 4/6/23	*	185.09		
		4/13/23	30900235	202304 390-57200-54100		UNIFORMS 4/13/23 UNIFIRST CORPORATION	*	174.21	359.30	030655
4/13/23	00913	3/24/23	6865234	202303 300-20200-10100		SR 2012 TRUSTEE FEES	*	1,708.35		
		3/24/23	6865234	202303 310-57200-31900		SR 2012 TRUSTEE FEES U.S. BANK	*	2,380.76	4,089.11	030656
4/13/23	00117	4/03/23	41130150	202304 390-57200-47100		WIRE NUTS FOR SCOTCH	*	129.16		
		4/04/23	41130402	202304 390-57200-47100		MOMPTS	*	19.50		
		4/06/23	91130948	202304 390-57200-46000		SPRAYER TRAINING FLYER WESCOTURF INC.	*	133.96	282.62	030657

VIER --VIERA EAST-- HHENRY

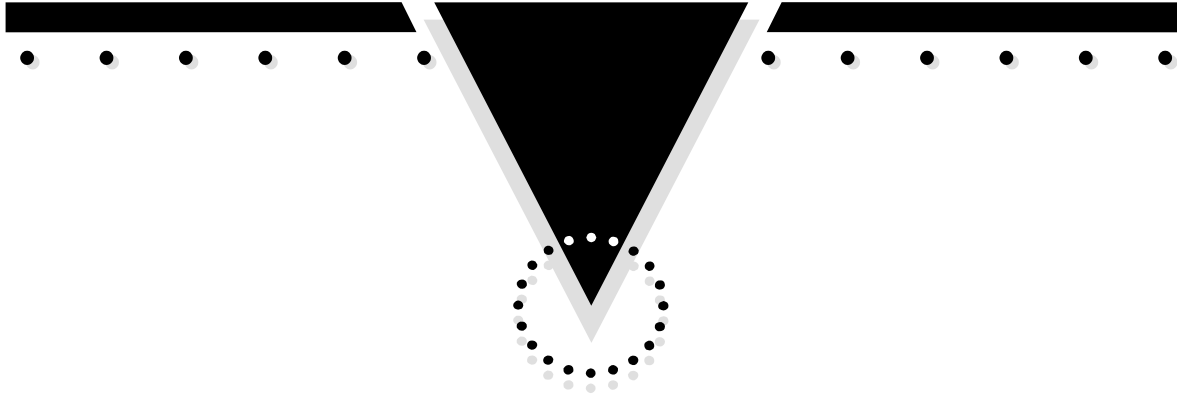
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
4/20/23	00086	4/06/23 84768	202304 320-57200-48000	PARTNERSHIP DUES COCOA BEACH REGIONAL CHAMBER	*	600.00	600.00 030658
4/20/23	00076	4/12/23 1128053	202303 300-13100-10500	2300 CLUBHOUSE DR FLORIDA CITY GAS	*	622.58	622.58 030659
4/20/23	00035	4/11/23 33189	AP 202304 330-57200-43000	2300 CLUBHOUSE DR	*	869.02	
		4/11/23 33189	AP 202304 340-57200-43000	2300 CLUBHOUSE DR	*	869.02	
		4/11/23 42334	AP 202304 320-57200-43000	2200 CLUBHOUSE DR	*	73.33	
		4/11/23 42334	AP 202304 300-11500-10000	2200 CLUBHOUSE DR	*	41.96	
		4/11/23 45156	AP 202304 390-57200-43000	5250 MURRELL RD	*	2,695.34	
		4/11/23 45156	AP 202304 300-13100-10000	5250 MURRELL RD	*	673.84	
		4/11/23 52104	AP 202304 340-57200-43000	2300 CLUBHOUSE DR #CART	*	885.95	
		4/11/23 57086	AP 202304 320-57200-43000	4563 BRAYWICK CT FPL	*	28.50	6,136.96 030660
4/20/23	01619	4/14/23 23-22906	202304 300-14200-10000	MERCHANDISE MARTINI GOLF TEES, INC.	*	146.55	146.55 030661
4/20/23	01569	4/15/23 04152023	202304 320-57200-34100	REIMBURSE STEVE COLASINSKI	*	96.25	96.25 030662
4/20/23	00130	4/12/23 52213347	202304 300-14100-10200	OPER	*	24.45	
		4/12/23 52213347	202304 330-57200-51050	PAPER	*	54.99	
		4/12/23 52213347	202304 330-57200-43100	SNACKS	*	7.10	
		4/12/23 52213347	202304 300-14100-10000	BEVERAGES SYSCO	*	962.69	1,049.23 030663
4/20/23	01512	4/07/23 8255281	202304 390-57200-54600	CUSHMAN HAULER 800X	*	280.94	

VIER --VIERA EAST-- HHENRY

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
4/13/23		8270347	202304 350-57200-46100	2020 EZGO RXV	*	6,552.90	
4/13/23		8270347	202304 390-57200-54600	TORO TURF EQUIPMENT	*	6,541.14	
4/13/23		8270347	202304 390-57200-54600	2022 CUSHMAN HAULER	*	726.47	
4/13/23		8270347	202304 350-57200-46100	2021 CUSHMAN REFRESHER	*	355.00	
THE HUNTINGTON NATIONAL BANK							14,456.45 030664
4/20/23	01244	4/20/23	04202023 202304 300-15100-00700	DEBT SERVICE	*	473,478.72	
VIERA EAST CDD - SERIES 2012							473,478.72 030665
TOTAL FOR BANK B						584,931.81	
TOTAL FOR REGISTER						584,931.81	

VIER --VIERA EAST-- HHENRY

SECTION B



**Viera East
Community Development
District**

Unaudited Financial Reporting

March 31, 2023



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 2020 Income Statement</u>
8	<u>Capital Projects Series 2020 Income Statement</u>
9-12	<u>Golf Course Income Statement</u>
13	<u>Restaurant Income Statement</u>
14-15	<u>Month by Month- General Fund</u>
16-19	<u>Month by Month- Golf Course</u>
20	<u>Month by Month- Restaurant</u>
21	<u>Month by Month- Proshop</u>
22	<u>Long Term Debt Report</u>
23	<u>FY2023 Tax Receipt Schedule</u>

Viera East
Community Development District
 Combined Balance Sheet
 March 31, 2023

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 (memorandum only)</u>
Assets						
Operating Account	\$758,820	\$837,809	---	---	\$1,400,832	\$2,997,461
Accounts Receivable	---	---	---	---	\$246	\$246
Due From Golf Course	\$4,690	---	---	---	---	\$4,690
Due From General Fund	---	---	\$60,201	---	\$56,732	\$116,933
Due from Other	---	---	---	---	\$7,221	\$7,221
Due from Capital Projects	---	\$427,385	---	---	\$44,408	\$471,793
Inventory - Pro Shop	---	---	---	---	\$59,253	\$59,253
Inventory - Hook and Eagle	---	---	---	---	\$25,346	\$25,346
Investments:						
State Board	---	\$125,286	---	---	---	\$125,286
Benefit Assessment- Series 2012	---	---	---	---	\$46,835	\$46,835
Reserve - Series 2012	---	---	---	---	\$282,941	\$282,941
Bond Service- Series 2012	---	---	---	---	\$205	\$205
Reserve- Series 2020	---	---	\$237,129	---	---	\$237,129
Temporary Interest Series 2020	---	---	\$338	---	---	\$338
Bond Service- Series 2020	---	---	\$561,599	---	---	\$561,599
Project- Series 2020	---	---	---	\$721,313	---	\$721,313
Improvements (Net of Depreciation)	---	---	---	---	\$1,098,406	\$1,098,406
Prepaid Expenses- Operations	\$7,851	---	---	---	\$61,302	\$69,154
Total Assets	\$771,361	\$1,390,481	\$859,267	\$721,313	\$3,083,726	\$6,826,148
Liabilities						
Accounts Payable	\$18,056	\$106,217	---	---	\$15,879	\$140,152
Accrued Expenses	\$6,050	---	---	---	\$1,050	\$7,100
Deferred Revenue- Season Advance	---	---	---	---	\$52,998	\$52,998
Deferred Revenue- Special Assessments O&M	---	---	---	---	\$9,116	\$9,116
Deferred Revenue- Special Assessments Debt	---	---	---	---	\$250,287	\$250,287
Deposit-Divots Grill	---	---	---	---	\$1,814	\$1,814
Due to General Fund	---	---	---	---	\$4,690	\$4,690
Accrued Interest Payable	---	---	---	---	\$69,363	\$69,363
Accrued Principal Payable	---	---	---	---	\$235,000	\$235,000
Sales Tax Payable	---	---	---	---	\$33,871	\$33,871
Event Deposits	---	---	---	---	(\$9,233)	(\$9,233)
Due to Golf Course	\$56,732	\$44,408	---	---	---	\$101,140
Due to Debt Service	\$60,201	---	---	---	\$82,530	\$142,731
Due to Capital Reserve	---	---	---	\$427,385	---	\$427,385
Accrued Payroll Payable	\$5,418	---	---	---	\$14,553	\$19,971
Bonds Payable - Series 2012	---	---	---	---	\$2,470,000	\$2,470,000
Bond Discount	---	---	---	---	(\$11,134)	(\$11,134)
Deferred Loss	---	---	---	---	(\$107,068)	(\$107,068)
Fund Equity						
Net Assets	---	---	---	---	(\$29,990)	(\$29,990)
Fund Balances						
Assigned - First Quarter	\$176,000	---	---	---	---	\$176,000
Nonspendable - Prepaid Expense	\$7,851	---	---	---	---	\$7,851
Unassigned	\$441,052	---	---	---	---	\$441,052
Assigned- Capital Reserve Fund	---	\$1,239,856	---	---	---	\$1,239,856
Restricted for Capital Projects	---	---	---	\$293,928	---	\$293,928
Restricted for Debt Service	---	---	\$859,267	---	---	\$859,267
Total Liabilities, Fund Equity, Other	\$771,361	\$1,390,481	\$859,267	\$721,313	\$3,083,726	\$6,826,148

Viera East

Community Development District

General Fund
Statement of Revenues & Expenditures
For Period Ending March 31, 2023

	Adopted Budget	Prorated Budget 3/31/23	Actual 3/31/23	Variance
Revenues				
Maintenance Assessments	\$1,378,973	\$1,307,839	\$1,307,839	\$0
Golf Course Administrative Services	\$56,280	\$28,140	\$28,140	\$0
Donations for Park Material	\$5,000	\$2,500	\$0	(\$2,500)
Miscellaneous Income- Farmers Market	\$20,000	\$10,000	\$5,567	(\$4,433)
Interest Income	\$100	\$50	\$1	(\$49)
Total Revenues	\$1,460,353	\$1,348,529	\$1,341,547	(\$6,982)

Administrative Expenditures

Supervisors Fees	\$30,519	\$15,260	\$14,714	\$546
Engineering Fees	\$5,000	\$2,500	\$1,288	\$1,212
Attorney's Fees	\$20,000	\$10,000	\$9,837	\$163
Dissemination	\$1,000	\$500	\$500	\$0
Trustee Fees	\$5,600	\$2,800	\$2,800	(\$0)
Annual Audit	\$6,500	\$6,500	\$3,250	\$3,250
Collection Agent	\$2,500	\$1,250	\$1,250	\$0
Management Fees	\$106,557	\$53,279	\$53,279	\$0
Postage	\$1,500	\$750	\$1,086	(\$336)
Printing & Binding	\$3,500	\$1,750	\$438	\$1,312
Insurance- Liability	\$9,607	\$4,804	\$4,407	\$397
Legal Advertising	\$1,500	\$750	\$1,947	(\$1,197)
Other Current Charges	\$1,500	\$750	\$269	\$481
Office Supplies	\$1,500	\$750	\$23	\$727
Dues & Licenses	\$175	\$175	\$175	\$0
Information Technology	\$4,378	\$2,189	\$2,189	(\$0)
Total Administrative	\$201,336	\$104,005	\$97,451	\$6,555

Viera East
Community Development District
 General Fund
 Statement of Revenues & Expenditures
 For Period Ending March 31, 2023

	Adopted Budget	Prorated Budget 3/31/23	Actual 3/31/23	Variance
--	-------------------	----------------------------	-------------------	----------

Operating Expenditures

Salaries	\$159,817	\$79,909	\$73,353	\$6,555
Administration Fee	\$1,354	\$677	\$567	\$110
FICA Expense	\$12,226	\$6,113	\$5,981	\$132
Health Insurance	\$23,159	\$11,580	\$9,482	\$2,097
Workers Compensation	\$3,132	\$1,566	\$1,237	\$329
Unemployment	\$1,078	\$539	\$485	\$54
Other Contractual	\$12,000	\$6,000	\$4,324	\$1,676
Marketing- Lifestyle/Amenities	\$18,000	\$9,000	\$19,477	(\$10,477)
Training	\$500	\$250	\$0	\$250
Uniforms	\$500	\$250	\$0	\$250
Bonus Program	\$0	\$0	\$40,166	(\$40,166)
Total Operating	\$231,766	\$115,883	\$155,073	(\$39,190)

Maintenance Expenditures

Canal Maintenance	\$14,000	\$7,000	\$0	\$7,000
Lake Bank Restoration	\$30,000	\$15,000	\$0	\$15,000
Environmental Services	\$20,000	\$10,000	\$825	\$9,175
Water Management System	\$115,000	\$57,500	\$64,430	(\$6,930)
Midge Control	\$10,000	\$5,000	\$0	\$5,000
Contingencies	\$2,000	\$1,000	\$1,650	(\$650)
Fire Line Maintenance	\$3,500	\$1,750	\$0	\$1,750
Basin Repair	\$3,000	\$1,500	\$57	\$1,443
Total Maintenance	\$197,500	\$98,750	\$66,962	\$31,788

Viera East

Community Development District

General Fund
Statement of Revenues & Expenditures
For Period Ending March 31, 2023

	Adopted Budget	Prorated Budget 3/31/23	Actual 3/31/23	Variance
--	-------------------	----------------------------	-------------------	----------

Grounds Maintenance Expenditures

Salaries	\$176,074	\$88,037	\$67,422	\$20,615
Administrative Fees	\$3,010	\$1,505	\$1,024	\$481
FICA	\$13,970	\$6,985	\$5,589	\$1,396
Health Insurance	\$31,692	\$15,846	\$8,789	\$7,057
Workers Compensation	\$3,601	\$1,801	\$1,092	\$708
Unemployment	\$2,734	\$1,367	\$935	\$432
Telephone	\$7,020	\$3,510	\$3,604	(\$94)
Utilities	\$10,032	\$5,016	\$4,240	\$776
Property Appraiser	\$1,990	\$1,990	\$1,989	\$2
Insurance- Property	\$2,479	\$1,240	\$1,443	(\$204)
Repairs	\$20,000	\$10,000	\$12,262	(\$2,262)
Fuel	\$21,000	\$10,500	\$9,286	\$1,214
Park Maintenance	\$17,500	\$8,750	\$19,501	(\$10,751)
Sidewalk Repair	\$10,000	\$5,000	\$6,057	(\$1,057)
Chemicals	\$4,000	\$2,000	\$1,339	\$661
Contingencies	\$4,000	\$2,000	\$200	\$1,800
Refuse	\$6,000	\$3,000	\$5,550	(\$2,550)
Office Supplies	\$750	\$375	\$0	\$375
Uniforms	\$3,000	\$1,500	\$1,541	(\$41)
Fire Alarm System	\$7,500	\$3,750	\$3,146	\$604
Rain Bird Pump System	\$27,581	\$13,791	\$14,250	(\$459)
Park Materials	\$10,000	\$5,000	\$0	\$5,000
Bay Hill Flow Way Maintenance	\$25,000	\$12,500	\$0	\$12,500

Total Grounds Maintenance	\$408,934	\$205,462	\$169,260	\$36,202
----------------------------------	------------------	------------------	------------------	-----------------

Total Expenditures	\$1,039,535	\$524,100	\$488,745	\$35,355
---------------------------	--------------------	------------------	------------------	-----------------

Operating Income (Loss)	\$420,817	\$824,429	\$852,802	\$28,373
--------------------------------	------------------	------------------	------------------	-----------------

Non Operating Revenues/(Expenditures)

Reserve Funding- Transfer Out (Capital Reserve)	(\$420,817)	(\$420,817)	(\$420,817)	(\$0)
---	-------------	-------------	-------------	-------

Total Non Operating Revenues/(Expenditures)	(\$420,817)	(\$420,817)	(\$420,817)	(\$0)
--	--------------------	--------------------	--------------------	--------------

Excess Revenue/(Expenditures)	\$0	\$403,611	\$431,985	\$28,373
--------------------------------------	------------	------------------	------------------	-----------------

Beginning Fund Balance	\$0	\$192,919		
-------------------------------	------------	------------------	--	--

Ending Fund Balance	\$0	\$624,904		
----------------------------	------------	------------------	--	--

Viera East
Community Development District
 Capital Reserve Fund
 Statement of Revenues & Expenditures
 For Period Ending March 31, 2023

	Adopted Budget	Prorated Budget 3/31/23	Actual 3/31/23	Variance
--	-------------------	----------------------------	-------------------	----------

Revenues

Interest Income	\$500	\$250	\$2,624	\$2,374
Reserve Funding - Transfer In (General)	\$420,817	\$420,817	\$420,817	\$0
Reserve Funding - Transfer In (Golf)	\$252,806	\$0	\$0	\$0
Total Revenues	\$674,123	\$421,067	\$423,441	\$2,374

Expenditures

Capital Outlay	\$100,000	\$50,000	\$21,489	\$28,511
Truck Maintenance	\$25,000	\$12,500	\$0	\$12,500
Bank Fee	\$0	\$0	\$30	(\$30)
Total Expenditures	\$125,000	\$62,500	\$21,519	\$40,981
Excess Revenues/(Expenditures)	\$549,123		\$401,923	
Beginning Fund Balance	\$848,174		\$837,933	
Ending Fund Balance	\$1,397,297		\$1,239,856	

Viera East
Community Development District

Capital Reserve Fund
 Capital Outlay Check Register Detail
 For Period Ending March 31, 2023

Check Date	Vendor	Detail	Amount
<u>Capital Outlay</u>			
<i>FY2023</i>			
1/5/23	Modern Security Systems	Installation of Camera System	\$ 3,500.00
2/23/23	Range Servant America	Ball Dispenser	\$ 7,721.00
3/2/23	WescoTurf	Wireless Weather Station	\$ 10,267.55
Total			<u>\$ 21,488.55</u>

Viera East

Community Development District

Debt Service Fund Series 2020
Statement of Revenues & Expenditures
For Period Ending March 31, 2023

	Adopted Budget	Prorated Budget 3/31/23	Actual 3/31/23	Variance
<u>Revenues</u>				
Special Assessments	\$655,615	\$621,795	\$621,795	\$0
Interest Income	\$500	\$250	\$2,614	\$2,364
Total Revenues	\$656,115	\$622,045	\$624,410	\$2,364
<u>Expenditures</u>				
<u>Series 2020</u>				
Interest-11/1	\$90,308	\$90,308	\$90,308	\$0
Principal- 5/1	\$475,000	\$0	\$0	\$0
Interest-5/1	\$90,308	\$0	\$0	\$0
Total Expenditures	\$655,615	\$90,308	\$90,308	\$0
Excess Revenues/(Expenditures)	\$500		\$534,102	
Beginning Fund Balance	\$90,346		\$325,165	
Ending Fund Balance	\$90,846		\$859,267	

Viera East
Community Development District
 Capital Projects Fund Series 2020
 Statement of Revenues & Expenditures
 For Period Ending March 31, 2023

	Actual 3/31/23
<u>Revenues</u>	
Interest Income	\$15,276
Total Revenues	\$15,276
<u>Expenditures</u>	
Capital Outlay	\$1,699,721
Cost of Issuance	\$0
Total Expenditures	\$1,699,721
Excess Revenues/(Expenditures)	(\$1,684,445)
Beginning Fund Balance	\$1,978,374
Ending Fund Balance	\$293,928

Viera East
Community Development District
Golf Course/Recreation Fund - Operations
Statement of Revenues & Expenditures
For Period Ending March 31, 2023

	Adopted	Current Month			Year-to-Date		
	Budget	Actuals	Budget	Variance	Actuals	Budget	Variance
<i>Number of Rounds</i>							
Paid Rounds	35,250	5,193	4,583	611	23,166	19,349	3,817
Member Rounds	10,000	678	1,300	(622)	4,446	5,489	(1,043)
Comp Rounds	3,000	148	390	(242)	642	1,647	(1,005)
GolfNow	2,000	89	260	(171)	1,150	1,098	52
Total Memberships	60	0	5	(5)	34	25	9
<i>Revenue per Round</i>							
Paid Rounds	\$50	\$50	\$51	(\$1)	\$48	\$54	(\$6)
<i>Revenues</i>							
Greens Fees	\$1,775,027	\$257,907	\$234,304	\$23,604	\$1,108,560	\$1,035,728	\$72,831
Gift Cards- Sales	\$25,000	\$239	\$3,300	(\$3,061)	\$14,716	\$14,588	\$129
Gift Cards- Usage	(\$25,000)	(\$865)	(\$3,300)	\$2,435	(\$10,919)	(\$14,588)	\$3,669
Season Advance/Trail Fees	\$240,000	\$10,912	\$31,680	(\$20,768)	\$78,554	\$140,040	(\$61,486)
Associate Memberships	\$42,000	\$2,686	\$5,544	(\$2,858)	\$17,143	\$24,507	(\$7,364)
Driving Range	\$80,000	\$11,345	\$10,560	\$785	\$53,766	\$46,680	\$7,086
Golf Lessons	\$2,100	\$595	\$277	\$318	\$2,090	\$1,225	\$865
Merchandise Sales	\$115,000	\$16,535	\$15,180	\$1,355	\$66,044	\$67,103	(\$1,058)
Assessments -Recreation Operating	\$18,239	\$1,519	\$1,519	\$0	\$9,116	\$9,116	\$0
Miscellaneous Income	\$15,000	(\$367)	\$1,250	(\$1,616)	\$17,722	\$7,497	\$10,225
Total Revenues	\$2,287,366	\$300,507	\$300,314	\$193	\$1,356,791	\$1,331,896	\$24,895
<i>Golf Course Expenditures</i>							
Other Contractual Services	\$15,000	\$1,575	\$1,250	(\$326)	\$10,394	\$7,497	(\$2,897)
Telephone	\$2,500	\$194	\$208	\$14	\$1,164	\$1,250	\$86
Postage	\$2,000	\$0	\$167	\$167	\$0	\$1,000	\$1,000
Utilities	\$5,500	\$280	\$458	\$178	\$2,347	\$2,749	\$402
Repairs & Maintenance	\$15,000	\$1,742	\$1,250	(\$493)	\$11,307	\$7,497	(\$3,810)
Marketing- Golf Marketing	\$35,000	\$1,635	\$2,916	\$1,281	\$9,742	\$17,493	\$7,751
Bank Charges	\$40,000	\$7,204	\$3,332	(\$3,872)	\$30,388	\$19,992	(\$10,396)
Office Supplies	\$4,500	\$510	\$375	(\$135)	\$2,586	\$2,249	(\$337)
Operating Supplies	\$4,000	\$0	\$333	\$333	\$1,571	\$1,999	\$429
Dues, Licenses & Subscriptions	\$9,500	\$0	\$791	\$791	\$180	\$4,748	\$4,568
Drug Testing- All departments	\$500	\$0	\$42	\$42	\$0	\$250	\$250
Training, Education & Employee Relations	\$3,000	\$0	\$250	\$250	\$1,875	\$1,499	(\$376)
Contractual Security	\$3,000	\$0	\$250	\$250	\$1,570	\$1,499	(\$71)
IT Services	\$3,000	\$660	\$250	(\$410)	\$1,465	\$1,499	\$34
Total Golf Course Expenditures	\$142,500	\$13,800	\$11,870	(\$1,929)	\$74,590	\$71,222	(\$3,368)

Viera East
Community Development District
 Golf Course/Recreation Fund - Operations
 Statement of Revenues & Expenditures
 For Period Ending March 31, 2023

	Adopted Budget	Current Month			Year-to-Date		
		Actuals	Budget	Variance	Actuals	Budget	Variance
<i>Golf Operation Expenditures</i>							
Salaries	\$247,235	\$26,277	\$20,602	(\$5,675)	\$129,430	\$123,613	(\$5,818)
Administrative Fee	\$18,767	\$972	\$1,564	\$592	\$6,941	\$9,383	\$2,442
FICA Expense	\$18,913	\$2,010	\$1,576	(\$434)	\$10,400	\$9,456	(\$944)
Health Insurance	\$12,353	\$881	\$1,029	\$148	\$6,465	\$6,176	(\$289)
Workers Compensation	\$4,846	\$415	\$404	(\$11)	\$2,013	\$2,423	\$410
Unemployment	\$10,853	\$691	\$904	\$214	\$3,604	\$5,426	\$1,822
Golf Printing	\$2,500	\$0	\$208	\$208	\$0	\$1,250	\$1,250
Utilities	\$22,500	\$187	\$1,875	\$1,688	\$9,572	\$11,250	\$1,678
Repairs	\$1,000	\$0	\$83	\$83	\$0	\$500	\$500
Pest Control	\$1,300	\$95	\$108	\$13	\$476	\$650	\$174
Supplies	\$12,000	\$3,682	\$1,000	(\$2,682)	\$9,859	\$6,000	(\$3,859)
Uniforms	\$1,500	\$0	\$125	\$125	\$0	\$750	\$750
Training, Education & Employee Relations	\$2,000	\$0	\$167	\$167	\$0	\$1,000	\$1,000
Cart Lease	\$87,763	\$7,199	\$7,314	\$115	\$43,457	\$43,882	\$424
Cart Maintenance	\$5,000	\$0	\$417	\$417	\$116	\$2,500	\$2,384
Driving Range	\$10,000	\$0	\$833	\$833	\$3,772	\$5,000	\$1,228
Total Golf Operation Expenditures	\$458,530	\$42,409	\$38,210	(\$4,199)	\$226,107	\$229,259	\$3,152
<i>Merchandise Sales</i>							
Cost of Goods Sold	\$80,000	\$17,277	\$6,667	(\$10,610)	\$78,737	\$40,000	(\$38,737)
Total Merchandise Sales	\$80,000	\$17,277	\$6,667	(\$10,610)	\$78,737	\$40,000	(\$38,737)

Viera East
Community Development District
Golf Course/Recreation Fund - Operations
Statement of Revenues & Expenditures
For Period Ending March 31, 2023

	Adopted Budget	Current Month			Year-to-Date		
		Actuals	Budget	Variance	Actuals	Budget	Variance
<i>Golf Course Maintenance</i>							
Salaries	\$433,512	\$29,312	\$36,126	\$6,814	\$225,848	\$216,756	(\$9,092)
Administrative Fees	\$8,176	\$411	\$681	\$270	\$3,360	\$4,088	\$728
FICA Expense	\$32,900	\$2,200	\$2,742	\$542	\$18,414	\$16,450	(\$1,964)
Employee Insurance	\$41,298	\$1,669	\$3,442	\$1,773	\$12,079	\$20,649	\$8,570
Workers Compensation	\$9,420	\$454	\$785	\$331	\$3,825	\$4,710	\$885
Unemployment	\$7,165	\$238	\$597	\$359	\$3,284	\$3,583	\$299
Fire Alarm System	\$4,000	\$0	\$333	\$333	\$0	\$2,000	\$2,000
Utilities/Water	\$26,200	\$2,905	\$2,183	(\$721)	\$13,126	\$13,100	(\$26)
Repairs	\$48,000	\$5,334	\$4,000	(\$1,334)	\$27,835	\$24,000	(\$3,835)
Fuel & Oil	\$40,000	\$3,120	\$3,333	\$214	\$19,055	\$20,000	\$945
Pest Control	\$1,500	\$143	\$125	(\$18)	\$1,026	\$750	(\$276)
Irrigation/Drainage	\$30,000	\$703	\$2,500	\$1,797	\$4,959	\$15,000	\$10,041
Sand and Topsoil	\$26,500	\$0	\$2,208	\$2,208	\$6,175	\$13,250	\$7,075
Flower/Mulch	\$7,000	\$0	\$583	\$583	\$6,949	\$3,500	(\$3,449)
Fertilizer	\$175,000	\$14,570	\$14,583	\$14	\$80,590	\$87,500	\$6,910
Seed/Sod	\$16,500	\$0	\$1,375	\$1,375	\$1,368	\$8,250	\$6,882
Trash Removal	\$3,000	\$213	\$250	\$37	\$1,278	\$1,500	\$222
Contingency	\$6,000	\$3,000	\$500	(\$2,500)	\$4,985	\$3,000	(\$1,985)
First Aid	\$800	\$0	\$67	\$67	\$89	\$400	\$311
Operating Supplies	\$15,000	\$1,172	\$1,250	\$78	\$11,721	\$7,500	(\$4,221)
Training	\$2,000	\$0	\$167	\$167	\$2,561	\$1,000	(\$1,561)
Janitorial Supplies	\$1,000	\$0	\$83	\$83	\$337	\$500	\$163
Janitorial Services	\$20,000	\$1,007	\$1,667	\$660	\$9,014	\$10,000	\$986
Soil & Water Testing	\$1,000	\$0	\$83	\$83	\$0	\$500	\$500
Uniforms	\$10,000	\$925	\$833	(\$92)	\$5,476	\$5,000	(\$476)
Equipment Rental	\$2,000	\$37	\$167	\$129	\$2,720	\$1,000	(\$1,720)
Equipment Lease	\$187,550	\$14,271	\$15,629	\$1,358	\$83,755	\$93,775	\$10,020
Small Tools	\$500	\$0	\$42	\$42	\$0	\$250	\$250
Total Golf Course Maintenance	\$1,156,021	\$81,686	\$96,335	\$14,650	\$549,830	\$578,011	\$28,180

Viera East
Community Development District
 Golf Course/Recreation Fund - Operations
 Statement of Revenues & Expenditures
 For Period Ending March 31, 2023

	Adopted Budget	Current Month			Year-to-Date		
		Actuals	Budget	Variance	Actuals	Budget	Variance
<i>Administrative Expenditures</i>							
Legal Fees	\$1,500	\$0	\$125	\$125	\$2,041	\$750	(\$1,291)
Arbitrage	\$600	\$50	\$50	\$0	\$300	\$300	\$0
Dissemination	\$1,000	\$83	\$83	\$0	\$500	\$500	\$0
Trustee Fees	\$4,100	\$397	\$342	(\$55)	\$2,105	\$2,050	(\$55)
Annual Audit	\$1,500	\$125	\$125	\$0	\$750	\$750	\$0
Golf Course Administrative Services	\$56,280	\$4,690	\$4,690	\$0	\$28,140	\$28,140	\$0
Insurance	\$111,000	\$8,377	\$9,250	\$873	\$50,464	\$55,500	\$5,037
Property Taxes	\$15,000	\$662	\$1,250	\$588	\$7,881	\$7,500	(\$381)
Total Administrative Expenditures	\$190,980	\$14,383	\$15,915	\$1,532	\$92,180	\$95,490	\$3,310
Total Revenues	\$2,287,366	\$300,507	\$300,314	\$193	\$1,356,791	\$1,331,896	\$24,895
Total Expenditures	\$2,028,031	\$169,555	\$168,997	(\$558)	\$1,021,443	\$1,013,981	(\$7,462)
Operating Income (Loss)	\$259,335	\$130,952	\$131,317	(\$365)	\$335,348	\$317,915	\$17,433
<i>Non Operating Revenues/(Expenditures)</i>							
Special Assessments	\$560,250	\$46,688	\$46,688	\$1	\$280,129	\$280,125	\$4
Interest Income	\$1,000	\$593	\$83	\$510	\$3,165	\$500	\$2,665
Reserve Funding- Transfer Out (Capital Reserve)	(\$252,806)	\$0	(\$21,067)	(\$21,067)	\$0	(\$126,403)	\$126,403
Interfund Transfer In- Restaurant	\$3,471	\$0	\$289	(\$289)	\$0	\$1,736	(\$1,736)
Interest Expense	(\$101,250)	(\$8,438)	(\$8,438)	\$0	(\$50,625)	(\$50,625)	\$0
Principal Expense	(\$470,000)	(\$39,167)	(\$39,167)	(\$0)	(\$235,000)	(\$235,000)	(\$0)
Total Non Operating Revenues/(Expenditures)	(\$259,335)	(\$323)	(\$21,611)	(\$20,846)	(\$2,331)	(\$129,668)	\$127,336
Change in Net Assets	\$0	\$130,630	\$109,706	(\$21,210)	\$333,017	\$188,248	\$144,769
Beginning Net Assets	\$0	----	----	----	(\$348,744)	----	----
Ending Net Assets	\$0	----	----	----	(\$15,728)	----	----

Viera East
Community Development District
 Restaurant- Hook & Eagle
 Statement of Revenues & Expenditures
 For Period Ending March 31, 2023

	Adopted Budget	Prorated Budget 3/31/23	Actual 3/31/23	Variance
<i>Revenues</i>				
Food Sales	\$290,000	\$145,000	\$149,525	\$4,525
Snack Sales	\$20,000	\$10,000	\$2,777	(\$7,223)
Wine Sales	\$11,700	\$5,850	\$3,011	(\$2,839)
Beer Sales	\$169,000	\$84,500	\$88,396	\$3,896
Beverage Sales	\$29,250	\$14,625	\$21,355	\$6,730
Liquor Sales	\$87,000	\$43,500	\$57,930	\$14,430
Total Revenues	\$606,950	\$303,475	\$322,994	\$19,519
<i>Restaurant Expenditures</i>				
Restaurant Manager Contract	\$65,000	\$32,500	\$32,500	\$0
Salaries	\$164,037	\$82,019	\$81,238	\$780
Administrative Fee	\$8,832	\$4,416	\$3,517	\$899
FICA Expense	\$12,166	\$6,083	\$9,817	(\$3,734)
Health Insurance	\$20,243	\$10,122	\$5,487	\$4,634
Workers Compensation	\$3,048	\$1,524	\$1,221	\$303
Unemployment	\$5,408	\$2,704	\$2,960	(\$256)
Telephone	\$3,200	\$1,600	\$2,276	(\$676)
Utilities	\$12,000	\$6,000	\$4,584	\$1,416
Pest Control	\$1,200	\$600	\$636	(\$36)
Bank Fees	\$0	\$0	\$11,761	(\$11,761)
Equipment Lease	\$1,300	\$650	\$1,025	(\$375)
Repairs	\$7,500	\$3,750	\$6,883	(\$3,133)
Kitchen Equipment/Supplies	\$3,000	\$1,500	\$607	\$893
Paper & Plastic Supplies	\$10,000	\$5,000	\$6,362	(\$1,362)
Operating Supplies	\$30,000	\$15,000	\$11,785	\$3,215
First Aid	\$500	\$250	\$0	\$250
Entertainment	\$10,000	\$5,000	\$9,350	(\$4,350)
Delivery/Gas	\$5,000	\$2,500	\$3,918	(\$1,418)
Uniforms	\$1,000	\$500	\$0	\$500
Dues & License	\$5,000	\$2,500	\$5,300	(\$2,800)
Total Restaurant Expenditures	\$368,434	\$184,217	\$201,226	(\$17,009)
<i>Cost of Goods Sold</i>				
Food Cost	\$124,000	\$62,000	\$67,923	(\$5,923)
Snack Cost	\$10,000	\$5,000	\$1,348	\$3,652
Beer Cost	\$59,150	\$29,575	\$37,776	(\$8,201)
Beverage Cost	\$11,700	\$5,850	\$8,686	(\$2,836)
Wine Cost	\$4,095	\$2,048	\$2,190	(\$143)
Liquor Cost	\$26,100	\$13,050	\$18,107	(\$5,057)
Total Cost of Goods Sold	\$235,045	\$117,523	\$136,030	(\$18,508)
Operating Income (Loss)	\$3,471	\$1,736	(\$14,262)	\$55,036
<i>Non Operating Revenues/(Expenditures)</i>				
Interfund Transfer Out- Golf Course	(\$3,471)	\$0	\$0	\$0
Total Non Operating Revenues/(Expenditures)	(\$3,471)	\$0	\$0	\$0
Excess Revenue/(Expenditures)	\$0	\$1,736	(\$14,262)	\$55,036
Beginning Fund Balance	\$0		\$0	
Ending Fund Balance	\$0		(\$14,262)	

**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	\$361,796	\$881,859	\$23,397	\$20,243	\$20,544	\$0	\$0	\$0	\$0	\$0	\$0	\$1,307,839
Golf Course Administrative Services	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$0	\$0	\$0	\$0	\$0	\$0	\$28,140
Donations for Park Material	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous Income- Farmers Market	\$657	\$657	\$0	\$0	\$4,253	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,567
Interest Income	\$0	\$0	\$0	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
Total Revenues	\$5,347	\$367,143	\$886,549	\$28,087	\$29,186	\$25,234	\$0	\$0	\$0	\$0	\$0	\$0	\$1,341,547
<i>Administrative Expenditures</i>													
Supervisors Fees	\$1,115	\$2,939	\$2,496	\$3,595	\$2,397	\$2,172	\$0	\$0	\$0	\$0	\$0	\$0	\$14,714
Engineering Fees	\$175	\$420	\$0	\$0	\$0	\$693	\$0	\$0	\$0	\$0	\$0	\$0	\$1,288
Attorney's Fees	\$3,319	\$3,681	\$0	\$1,449	\$1,389	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,837
Dissemination	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$500
Trustee Fees	\$467	\$467	\$467	\$467	\$467	\$467	\$0	\$0	\$0	\$0	\$0	\$0	\$2,800
Annual Audit	\$542	\$542	\$542	\$542	\$542	\$542	\$0	\$0	\$0	\$0	\$0	\$0	\$3,250
Collection Agent	\$208	\$208	\$208	\$208	\$208	\$208	\$0	\$0	\$0	\$0	\$0	\$0	\$1,250
Management Fees	\$8,880	\$8,880	\$8,880	\$8,880	\$8,880	\$8,880	\$0	\$0	\$0	\$0	\$0	\$0	\$53,279
Postage	\$1	\$0	\$566	\$236	\$0	\$284	\$0	\$0	\$0	\$0	\$0	\$0	\$1,086
Printing & Binding	\$26	\$163	\$138	\$47	\$26	\$38	\$0	\$0	\$0	\$0	\$0	\$0	\$438
Insurance- Liability	\$734	\$734	\$734	\$734	\$734	\$734	\$0	\$0	\$0	\$0	\$0	\$0	\$4,407
Legal Advertising	\$1,793	\$153	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,947
Other Current Charges	\$24	\$26	\$27	\$170	\$0	\$22	\$0	\$0	\$0	\$0	\$0	\$0	\$269
Office Supplies	\$10	\$13	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23
Dues & Licenses	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Information Technology	\$365	\$365	\$365	\$365	\$365	\$365	\$0	\$0	\$0	\$0	\$0	\$0	\$2,189
Total Administrative	\$17,917	\$18,674	\$14,505	\$16,776	\$15,090	\$14,489	\$0	\$0	\$0	\$0	\$0	\$0	\$97,451
<i>Operating Expenditures</i>													
Salaries	\$16,522	\$11,613	\$13,350	\$6,916	\$11,643	\$13,310	\$0	\$0	\$0	\$0	\$0	\$0	\$73,353
Administration Fee	\$116	\$121	\$88	\$63	\$85	\$94	\$0	\$0	\$0	\$0	\$0	\$0	\$567
FICA Expense	\$1,235	\$1,305	\$1,003	\$529	\$891	\$1,018	\$0	\$0	\$0	\$0	\$0	\$0	\$5,981
Health Insurance	\$1,491	\$1,979	\$1,447	\$2,169	\$1,634	\$764	\$0	\$0	\$0	\$0	\$0	\$0	\$9,482
Workers Compensation	\$343	\$275	\$211	\$109	\$184	\$115	\$0	\$0	\$0	\$0	\$0	\$0	\$1,237
Unemployment	\$0	\$0	\$171	\$249	\$65	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$485
Other Contractual	\$499	\$529	\$594	\$924	\$861	\$916	\$0	\$0	\$0	\$0	\$0	\$0	\$4,324
Marketing- Lifestyle/Amenities	\$4,546	\$2,990	\$2,400	\$2,400	\$4,589	\$2,553	\$0	\$0	\$0	\$0	\$0	\$0	\$19,477
Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Uniforms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bonus Program	\$0	\$40,166	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,166
Total Operating	\$24,752	\$58,979	\$19,264	\$13,359	\$19,950	\$18,769	\$0	\$0	\$0	\$0	\$0	\$0	\$155,073

**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	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Environmental Services	\$0	\$66	\$0	\$200	\$92	\$467	\$0	\$0	\$0	\$0	\$0	\$0	\$825
Water Management System	\$11,568	\$9,748	\$10,708	\$9,748	\$9,168	\$13,488	\$0	\$0	\$0	\$0	\$0	\$0	\$64,430
Midge Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingencies	\$450	\$0	\$0	\$1,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,650
Fire Line Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Basin Repair	\$0	\$57	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$57
Total Maintenance	\$12,018	\$9,871	\$10,708	\$11,148	\$9,260	\$13,955	\$0	\$0	\$0	\$0	\$0	\$0	\$66,962
<i>Grounds Maintenance Expenditures</i>													
Salaries	\$14,256	\$7,916	\$11,264	\$11,567	\$10,305	\$12,115	\$0	\$0	\$0	\$0	\$0	\$0	\$67,422
Administrative Fees	\$228	\$235	\$170	\$124	\$116	\$151	\$0	\$0	\$0	\$0	\$0	\$0	\$1,024
FICA	\$1,053	\$1,099	\$837	\$885	\$788	\$927	\$0	\$0	\$0	\$0	\$0	\$0	\$5,589
Health Insurance	\$1,520	\$1,654	\$1,735	\$1,406	\$1,324	\$1,151	\$0	\$0	\$0	\$0	\$0	\$0	\$8,789
Workers Compensation	\$143	\$234	\$178	\$183	\$163	\$191	\$0	\$0	\$0	\$0	\$0	\$0	\$1,092
Unemployment	\$0	\$0	\$146	\$416	\$255	\$117	\$0	\$0	\$0	\$0	\$0	\$0	\$935
Telephone	\$596	\$597	\$597	\$605	\$604	\$606	\$0	\$0	\$0	\$0	\$0	\$0	\$3,604
Utilities	\$762	\$765	\$796	\$1,024	\$273	\$621	\$0	\$0	\$0	\$0	\$0	\$0	\$4,240
Property Appraiser	\$0	\$0	\$1,989	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,989
Insurance- Property	\$241	\$241	\$241	\$241	\$241	\$241	\$0	\$0	\$0	\$0	\$0	\$0	\$1,443
Repairs	\$1,233	\$2,655	\$834	\$2,542	\$3,583	\$1,416	\$0	\$0	\$0	\$0	\$0	\$0	\$12,262
Fuel	\$2,262	\$1,095	\$993	\$2,464	\$789	\$1,684	\$0	\$0	\$0	\$0	\$0	\$0	\$9,286
Park Maintenance	\$900	\$5,608	\$6,152	\$3,050	\$1,800	\$1,991	\$0	\$0	\$0	\$0	\$0	\$0	\$19,501
Sidewalk Repair	\$6,057	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,057
Chemicals	\$0	\$843	\$0	\$0	\$496	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,339
Contingencies	\$200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
Refuse	\$1,950	\$650	\$325	\$750	\$750	\$1,125	\$0	\$0	\$0	\$0	\$0	\$0	\$5,550
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Uniforms	\$245	\$245	\$306	\$242	\$250	\$253	\$0	\$0	\$0	\$0	\$0	\$0	\$1,541
Fire Alarm System	\$550	\$550	\$512	\$512	\$512	\$512	\$0	\$0	\$0	\$0	\$0	\$0	\$3,146
Rain Bird Pump System	\$2,298	\$2,528	\$2,528	\$2,298	\$2,298	\$2,298	\$0	\$0	\$0	\$0	\$0	\$0	\$14,250
Park Materials	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bay Hill Flow Way Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Grounds Maintenance	\$34,493	\$26,915	\$29,601	\$28,308	\$24,547	\$25,396	\$0	\$0	\$0	\$0	\$0	\$0	\$169,260
Total Expenditures	\$89,179	\$114,438	\$74,079	\$69,592	\$68,848	\$72,609	\$0	\$0	\$0	\$0	\$0	\$0	\$488,745
Operating Income (Loss)	(\$83,832)	\$252,705	\$812,470	(\$41,504)	(\$39,662)	(\$47,375)	\$0	\$0	\$0	\$0	\$0	\$0	\$852,802
<i>Non Operating Revenues/(Expenditures)</i>													
Reserve Funding- Transfer Out (Capital Reserve)	\$0	\$0	\$0	\$0	\$0	(\$420,817)	\$0	\$0	\$0	\$0	\$0	\$0	(\$420,817)
Total Non Operating Revenues/Expenditures	\$0	\$0	\$0	\$0	\$0	(\$420,817)	\$0	\$0	\$0	\$0	\$0	\$0	(\$420,817)
Excess Revenue/(Expenditures)	(\$83,832)	\$252,705	\$812,470	(\$41,504)	(\$39,662)	(\$468,193)	\$0	\$0	\$0	\$0	\$0	\$0	\$431,985

**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	3,238	2,773	3,358	4,108	4,496	5,193	0	0	0	0	0	0	23,166
Member Rounds	799	667	766	824	712	678	0	0	0	0	0	0	4,446
Comp Rounds	106	70	84	113	121	148	0	0	0	0	0	0	642
GolfNow	247	185	213	205	211	89	0	0	0	0	0	0	1,150
<i>Revenue per Round</i>													
Paid Rounds	\$40	\$44	\$46	\$50	\$53	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$48
Revenues:													
Greens Fees	\$127,961	\$123,329	\$156,112	\$205,772	\$237,479	\$257,907	\$0	\$0	\$0	\$0	\$0	\$0	\$1,108,560
Gift Cards - Sales	\$785	\$2,012	\$8,454	\$1,710	\$1,516	\$239	\$0	\$0	\$0	\$0	\$0	\$0	\$14,716
Gift Cards - Usage	(\$830)	(\$895)	(\$1,921)	(\$4,181)	(\$2,227)	(\$865)	\$0	\$0	\$0	\$0	\$0	\$0	(\$10,919)
Season Advance/Trail Fees	\$15,279	\$15,889	\$12,772	\$11,507	\$12,195	\$10,912	\$0	\$0	\$0	\$0	\$0	\$0	\$78,554
Associate Memberships	\$3,318	\$2,054	\$1,501	\$3,792	\$3,792	\$2,686	\$0	\$0	\$0	\$0	\$0	\$0	\$17,143
Driving Range	\$5,699	\$7,295	\$8,564	\$9,969	\$10,894	\$11,345	\$0	\$0	\$0	\$0	\$0	\$0	\$53,766
Golf Lessons	\$345	\$175	\$235	\$385	\$355	\$595	\$0	\$0	\$0	\$0	\$0	\$0	\$2,090
Merchandise Sales	\$5,244	\$7,049	\$10,872	\$9,374	\$16,971	\$16,535	\$0	\$0	\$0	\$0	\$0	\$0	\$66,044
Special Assessments - Operations	\$1,519	\$1,519	\$1,519	\$1,519	\$1,519	\$1,519	\$0	\$0	\$0	\$0	\$0	\$0	\$9,116
Miscellaneous Income	\$4,590	\$1,532	\$8,715	\$1,815	\$1,436	(\$367)	\$0	\$0	\$0	\$0	\$0	\$0	\$17,722
Total Revenues	\$163,911	\$159,958	\$206,824	\$241,661	\$283,930	\$300,507	\$0	\$0	\$0	\$0	\$0	\$0	\$1,356,791
Golf Course Expenditures:													
Other Contractual Services	\$2,128	\$1,951	\$1,795	\$1,369	\$1,576	\$1,575	\$0	\$0	\$0	\$0	\$0	\$0	\$10,394
Telephone/Internet	\$194	\$194	\$194	\$194	\$194	\$194	\$0	\$0	\$0	\$0	\$0	\$0	\$1,164
Postage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$286	\$451	\$377	\$346	\$607	\$280	\$0	\$0	\$0	\$0	\$0	\$0	\$2,347
Repairs & Maintenance	\$154	\$344	\$1,795	\$4,367	\$2,905	\$1,742	\$0	\$0	\$0	\$0	\$0	\$0	\$11,307
Advertising	\$795	\$1,459	\$2,067	\$965	\$2,823	\$1,635	\$0	\$0	\$0	\$0	\$0	\$0	\$9,742
Bank Charges	\$2,204	\$3,431	\$6,028	\$5,488	\$6,033	\$7,204	\$0	\$0	\$0	\$0	\$0	\$0	\$30,388
Office Supplies	\$890	\$280	\$75	\$210	\$622	\$510	\$0	\$0	\$0	\$0	\$0	\$0	\$2,586
Operating Supplies	\$150	\$45	\$226	\$1,136	\$14	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,571
Dues, Licenses & Subscriptions	\$0	\$0	\$180	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$180
Drug Testing - All Departments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Training, Education & Employee Relations	\$0	\$0	\$1,600	\$0	\$275	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,875
Contractual Security	\$338	\$0	\$406	\$406	\$421	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,570
IT Services	\$0	\$330	\$95	\$0	\$380	\$660	\$0	\$0	\$0	\$0	\$0	\$0	\$1,465
Total Golf Course Expenditures	\$7,139	\$8,484	\$14,837	\$14,481	\$15,849	\$13,800	\$0	\$0	\$0	\$0	\$0	\$0	\$74,590

**Viera East Golf Course
Month to Month**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i><u>Golf Operations:</u></i>													
Salaries	\$22,391	\$15,175	\$20,936	\$23,036	\$21,615	\$26,277	\$0	\$0	\$0	\$0	\$0	\$0	\$129,430
Administrative Fee	\$1,474	\$1,539	\$1,183	\$901	\$873	\$972	\$0	\$0	\$0	\$0	\$0	\$0	\$6,941
FICA Expense	\$1,653	\$1,760	\$1,561	\$1,762	\$1,654	\$2,010	\$0	\$0	\$0	\$0	\$0	\$0	\$10,400
Health Insurance	\$655	\$674	\$1,396	\$1,536	\$1,323	\$881	\$0	\$0	\$0	\$0	\$0	\$0	\$6,465
Workers Compensation	\$353	\$376	\$330	\$199	\$340	\$415	\$0	\$0	\$0	\$0	\$0	\$0	\$2,013
Unemployment	\$439	\$424	\$481	\$829	\$740	\$691	\$0	\$0	\$0	\$0	\$0	\$0	\$3,604
Golf Printing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$1,599	\$2,517	\$1,668	\$1,461	\$2,140	\$187	\$0	\$0	\$0	\$0	\$0	\$0	\$9,572
Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pest Control	\$95	\$95	\$95	\$95	\$0	\$95	\$0	\$0	\$0	\$0	\$0	\$0	\$476
Supplies	\$508	\$334	\$493	\$3,720	\$1,122	\$3,682	\$0	\$0	\$0	\$0	\$0	\$0	\$9,859
Uniforms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Training, Education & Employee Relations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cart Lease	\$7,326	\$7,146	\$7,363	\$7,224	\$7,199	\$7,199	\$0	\$0	\$0	\$0	\$0	\$0	\$43,457
Cart Maintenance	\$0	\$0	\$0	\$0	\$116	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$116
Driving Range	\$0	\$0	\$0	\$0	\$3,772	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,772
Total Golf Operation Expenditures	\$36,493	\$30,040	\$35,508	\$40,764	\$40,893	\$42,409	\$0	\$0	\$0	\$0	\$0	\$0	\$226,107
<i><u>Merchandise Sales:</u></i>													
Cost of Goods Sold	\$15,551	\$10,679	\$4,074	\$10,769	\$20,387	\$17,277	\$0	\$0	\$0	\$0	\$0	\$0	\$78,737
Total Merchandise Sales	\$15,551	\$10,679	\$4,074	\$10,769	\$20,387	\$17,277	\$0	\$0	\$0	\$0	\$0	\$0	\$78,737

**Viera East Golf Course
Month to Month**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i><u>Golf Course Maintenance:</u></i>													
Salaries	\$48,869	\$30,438	\$38,865	\$43,225	\$35,138	\$29,312	\$0	\$0	\$0	\$0	\$0	\$0	\$225,848
Administrative Fees	\$740	\$768	\$556	\$471	\$414	\$411	\$0	\$0	\$0	\$0	\$0	\$0	\$3,360
FICA Expense	\$3,636	\$3,653	\$2,942	\$3,304	\$2,679	\$2,200	\$0	\$0	\$0	\$0	\$0	\$0	\$18,414
Employee Insurance	\$1,931	\$2,057	\$2,474	\$2,100	\$1,848	\$1,669	\$0	\$0	\$0	\$0	\$0	\$0	\$12,079
Workers Compensation	\$758	\$763	\$614	\$683	\$552	\$454	\$0	\$0	\$0	\$0	\$0	\$0	\$3,825
Unemployment	\$80	\$25	\$494	\$1,386	\$1,061	\$238	\$0	\$0	\$0	\$0	\$0	\$0	\$3,284
Fire Alarm System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities/Water	\$2,380	\$2,251	\$2,565	\$2,687	\$339	\$2,905	\$0	\$0	\$0	\$0	\$0	\$0	\$13,126
Repairs	\$5,705	\$5,295	\$4,687	\$3,473	\$3,341	\$5,334	\$0	\$0	\$0	\$0	\$0	\$0	\$27,835
Fuel & Oil	\$4,593	\$2,723	\$2,015	\$5,002	\$1,602	\$3,120	\$0	\$0	\$0	\$0	\$0	\$0	\$19,055
Pest Control	\$119	\$143	\$143	\$143	\$334	\$143	\$0	\$0	\$0	\$0	\$0	\$0	\$1,026
Irrigation/Drainage	\$581	\$263	\$1,059	\$985	\$1,368	\$703	\$0	\$0	\$0	\$0	\$0	\$0	\$4,959
Sand and Topsoil	\$388	\$771	\$2,775	\$0	\$2,241	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,175
Flower/Mulch	\$269	\$0	\$741	\$3,447	\$2,491	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,949
Fertilizer	\$14,094	\$10,779	\$11,694	\$16,593	\$12,862	\$14,570	\$0	\$0	\$0	\$0	\$0	\$0	\$80,590
Seed/Sod	\$0	\$0	\$0	\$0	\$1,368	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,368
Trash Removal	\$213	\$213	\$213	\$213	\$213	\$213	\$0	\$0	\$0	\$0	\$0	\$0	\$1,278
Contingency	\$0	\$1,839	\$16	\$0	\$130	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$4,985
First Aid	\$0	\$0	\$89	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$89
Operating Supplies	\$1,849	\$3,045	\$2,767	\$1,766	\$1,122	\$1,172	\$0	\$0	\$0	\$0	\$0	\$0	\$11,721
Training	\$0	\$670	\$0	\$1,100	\$791	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,561
Janitorial Supplies	\$0	\$21	\$0	\$32	\$284	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$337
Janitorial Services	\$950	\$950	\$2,100	\$1,150	\$2,857	\$1,007	\$0	\$0	\$0	\$0	\$0	\$0	\$9,014
Soil & Water Testing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Uniforms	\$765	\$645	\$1,558	\$853	\$729	\$925	\$0	\$0	\$0	\$0	\$0	\$0	\$5,476
Equipment Rental	\$37	\$36	\$2,537	\$37	\$34	\$37	\$0	\$0	\$0	\$0	\$0	\$0	\$2,720
Equipment Lease	\$12,839	\$14,255	\$15,309	\$16,736	\$10,345	\$14,271	\$0	\$0	\$0	\$0	\$0	\$0	\$83,755
Small Tools	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Golf Course Maintenance	\$100,797	\$81,603	\$96,213	\$105,388	\$84,144	\$81,686	\$0	\$0	\$0	\$0	\$0	\$0	\$549,830
<i><u>Administrative Expenditures:</u></i>													
Legal Fees	\$0	\$0	\$0	\$2,041	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,041
Arbitrage	\$50	\$50	\$50	\$50	\$50	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$300
Dissemination	\$83	\$83	\$83	\$83	\$83	\$83	\$0	\$0	\$0	\$0	\$0	\$0	\$500
Trustee Fees	\$342	\$342	\$342	\$342	\$342	\$397	\$0	\$0	\$0	\$0	\$0	\$0	\$2,105
Annual Audit	\$125	\$125	\$125	\$125	\$125	\$125	\$0	\$0	\$0	\$0	\$0	\$0	\$750
Golf Course Administrative Services	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$4,690	\$0	\$0	\$0	\$0	\$0	\$0	\$28,140
Insurance	\$8,580	\$8,377	\$8,377	\$8,377	\$8,377	\$8,377	\$0	\$0	\$0	\$0	\$0	\$0	\$50,464
Property Taxes	\$0	\$662	\$5,235	\$662	\$662	\$662	\$0	\$0	\$0	\$0	\$0	\$0	\$7,881
Total Administrative Expenditures	\$13,870	\$14,328	\$18,901	\$16,369	\$14,328	\$14,383	\$0	\$0	\$0	\$0	\$0	\$0	\$92,180
Total Revenues	\$163,911	\$159,958	\$206,824	\$241,661	\$283,930	\$300,507	\$0	\$0	\$0	\$0	\$0	\$0	\$1,356,791
Total Expenditures	\$173,849	\$145,135	\$169,533	\$187,770	\$175,601	\$169,555	\$0	\$0	\$0	\$0	\$0	\$0	\$1,021,443
Operating Income (Loss)	(\$9,938)	\$14,823	\$37,292	\$53,890	\$108,329	\$130,952	\$0	\$0	\$0	\$0	\$0	\$0	\$335,348

**Viera East Golf Course
Month to Month**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Non Operating Revenues/(Expenditures):</i>													
Special Assessments	\$46,688	\$46,688	\$46,688	\$46,688	\$46,688	\$46,688	\$0	\$0	\$0	\$0	\$0	\$0	\$280,129
Interest Income	\$351	\$431	\$525	\$613	\$653	\$593	\$0	\$0	\$0	\$0	\$0	\$0	\$3,165
Reserve Funding- Transfer Out (Capital Reserve)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interfund Transfer In- Restaurant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Expense	(\$8,438)	(\$8,438)	(\$8,438)	(\$8,438)	(\$8,438)	(\$8,438)	\$0	\$0	\$0	\$0	\$0	\$0	(\$50,625)
Principal Expense	(\$39,167)	(\$39,167)	(\$39,167)	(\$39,167)	(\$39,167)	(\$39,167)	\$0	\$0	\$0	\$0	\$0	\$0	(\$235,000)
Total Non Operating Revenues/(Expenditures)	(\$565)	(\$485)	(\$391)	(\$303)	(\$263)	(\$323)	\$0	\$0	\$0	\$0	\$0	\$0	(\$2,331)
Net Non Operating Income / (Loss)	(\$10,504)	\$14,338	\$36,900	\$53,587	\$108,066	\$130,630	\$0	\$0	\$0	\$0	\$0	\$0	\$333,017

Viera East Restaurant
Month to Month

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Revenues:</i>													
Food Sales	\$15,608	\$19,437	\$23,391	\$23,424	\$27,710	\$39,955	\$0	\$0	\$0	\$0	\$0	\$0	\$149,525
Snack Sales	\$12	\$241	\$340	\$385	\$769	\$1,030	\$0	\$0	\$0	\$0	\$0	\$0	\$2,777
Wine Sales	\$265	\$482	\$547	\$535	\$566	\$616	\$0	\$0	\$0	\$0	\$0	\$0	\$3,011
Beer Sales	\$11,775	\$11,143	\$13,167	\$13,836	\$17,502	\$20,973	\$0	\$0	\$0	\$0	\$0	\$0	\$88,396
Beverage Sales	\$3,093	\$2,306	\$3,481	\$3,218	\$3,767	\$5,491	\$0	\$0	\$0	\$0	\$0	\$0	\$21,355
Liquor Sales	\$7,664	\$7,112	\$8,917	\$8,980	\$12,007	\$13,251	\$0	\$0	\$0	\$0	\$0	\$0	\$57,930
Total Revenues	\$38,415	\$40,721	\$49,844	\$50,378	\$62,319	\$81,316	\$0	\$0	\$0	\$0	\$0	\$0	\$322,994
<i>Restaurant Expenditures:</i>													
Restaurant Manager Contract	\$5,417	\$5,417	\$5,417	\$5,417	\$5,417	\$5,417	\$0	\$0	\$0	\$0	\$0	\$0	\$32,500
Salaries	\$16,166	\$11,420	\$13,458	\$13,404	\$14,365	\$12,424	\$0	\$0	\$0	\$0	\$0	\$0	\$81,238
Administrative Fee	\$633	\$710	\$630	\$523	\$477	\$545	\$0	\$0	\$0	\$0	\$0	\$0	\$3,517
FICA Expense	\$1,517	\$1,367	\$1,495	\$1,524	\$1,608	\$2,305	\$0	\$0	\$0	\$0	\$0	\$0	\$9,817
Health Insurance	\$1,487	\$1,102	\$704	\$783	\$762	\$649	\$0	\$0	\$0	\$0	\$0	\$0	\$5,487
Workers Compensation	\$212	\$173	\$187	\$207	\$182	\$260	\$0	\$0	\$0	\$0	\$0	\$0	\$1,221
Unemployment	\$260	\$296	\$404	\$717	\$608	\$675	\$0	\$0	\$0	\$0	\$0	\$0	\$2,960
Telephone	\$0	\$591	\$421	\$421	\$421	\$421	\$0	\$0	\$0	\$0	\$0	\$0	\$2,276
Utilities	\$894	\$689	\$856	\$748	\$1,211	\$187	\$0	\$0	\$0	\$0	\$0	\$0	\$4,584
Pest Control	\$95	\$95	\$95	\$95	\$161	\$95	\$0	\$0	\$0	\$0	\$0	\$0	\$636
Bank Charges	\$1,815	\$3,038	\$1,100	\$1,373	\$2,330	\$2,105	\$0	\$0	\$0	\$0	\$0	\$0	\$11,761
Equipment Lease	\$136	\$107	\$165	\$219	\$292	\$106	\$0	\$0	\$0	\$0	\$0	\$0	\$1,025
Repairs	\$68	\$1,506	\$0	\$1,900	\$518	\$2,891	\$0	\$0	\$0	\$0	\$0	\$0	\$6,883
Kitchen Equipment/Supplies	\$162	\$60	\$0	\$303	\$0	\$81	\$0	\$0	\$0	\$0	\$0	\$0	\$607
Paper & Plastic Supplies	\$1,536	\$883	\$508	\$1,325	\$446	\$1,663	\$0	\$0	\$0	\$0	\$0	\$0	\$6,362
Operating Supplies	\$2,114	\$4,410	\$1,102	\$1,745	\$1,169	\$1,245	\$0	\$0	\$0	\$0	\$0	\$0	\$11,785
First Aid	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Entertainment	\$900	\$1,450	\$1,800	\$1,800	\$1,900	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$9,350
Delivery/Gas	\$754	\$779	\$591	\$420	\$1,002	\$373	\$0	\$0	\$0	\$0	\$0	\$0	\$3,918
Uniforms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dues & License	\$829	\$798	\$414	\$414	\$2,698	\$148	\$0	\$0	\$0	\$0	\$0	\$0	\$5,300
First Aid	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Restaurant Expenditures	\$34,995	\$34,891	\$29,346	\$33,339	\$35,566	\$33,089	\$0	\$0	\$0	\$0	\$0	\$0	\$201,226
<i>Cost of Goods Sold</i>													
Food Cost	\$5,175	\$12,147	\$6,584	\$16,348	\$3,102	\$24,568	\$0	\$0	\$0	\$0	\$0	\$0	\$67,923
Snack Cost	\$681	\$40	(\$172)	\$12	\$86	\$700	\$0	\$0	\$0	\$0	\$0	\$0	\$1,348
Beer Cost	\$1,284	\$6,300	\$4,639	\$7,351	\$1,655	\$16,547	\$0	\$0	\$0	\$0	\$0	\$0	\$37,776
Beverage Cost	\$582	\$3,334	(\$19)	\$691	\$734	\$3,364	\$0	\$0	\$0	\$0	\$0	\$0	\$8,686
Wine Cost	\$250	\$754	\$382	\$283	\$98	\$424	\$0	\$0	\$0	\$0	\$0	\$0	\$2,190
Liquor Cost	\$541	\$7,271	\$390	\$2,143	\$1,749	\$6,014	\$0	\$0	\$0	\$0	\$0	\$0	\$18,107
Total Cost of Goods Sold	\$8,513	\$29,845	\$11,804	\$26,828	\$7,424	\$51,616	\$0	\$0	\$0	\$0	\$0	\$0	\$136,030
Operating Income (Loss)	(\$5,093)	(\$24,015)	\$8,694	(\$9,789)	\$19,330	(\$3,389)	\$0	\$0	\$0	\$0	\$0	\$0	(\$14,262)
<i>Non Operating Revenues/(Expenditures):</i>													
Interfund Transfer out- Golf Course	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Non Operating Revenues/(Expenditures)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Non Operating Income / (Loss)	(\$5,093)	(\$24,015)	\$8,694	(\$9,789)	\$19,330	(\$3,389)	\$0	\$0	\$0	\$0	\$0	\$0	(\$14,262)

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	\$5,244	\$7,049	\$10,872	\$9,374	\$16,971	\$16,535	\$0	\$0	\$0	\$0	\$0	\$0	\$66,044
Total Revenues	\$5,244	\$7,049	\$10,872	\$9,374	\$16,971	\$16,535	\$0	\$0	\$0	\$0	\$0	\$0	\$66,044
<i>Expenditures</i>													
Cost of Goods Sold	\$15,551	\$10,679	\$4,074	\$10,769	\$20,387	\$17,277	\$0	\$0	\$0	\$0	\$0	\$0	\$78,737
Total Expenditures	\$15,551	\$10,679	\$4,074	\$10,769	\$20,387	\$17,277	\$0	\$0	\$0	\$0	\$0	\$0	\$78,737
Operating Income (Loss)	(\$10,306)	(\$3,631)	\$6,798	(\$1,396)	(\$3,416)	(\$742)	\$0	\$0	\$0	\$0	\$0	\$0	(\$12,692)

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

Series 2012 Special Assessment Revenue Bonds	
Interest Rate:	2.5% to 5%
Maturity Date:	5/1/2026
Optional Redemption Date:	On or After 5/1/2022
Reserve Fund Definition:	50% Max Annual Dept
Reserve Fund Requirement:	\$279,239
Reserve Fund Balance:	\$282,941
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)
Less: May 1, 2021 Principal	(\$425,000)
Less: May 1, 2022 Principal	(\$445,000)
Current Bonds Outstanding	\$2,025,000

Series 2020 Special Assessment Revenue Bonds	
Interest Rate:	2% to 2.75%
Maturity Date:	5/1/1938
Optional Redemption Date:	On or After 5/1/2030
Reserve Fund Definition:	50% Max Annual Dept
Reserve Fund Requirement:	\$234,591
Reserve Fund Balance:	\$237,129
Bonds outstanding - 7/10/20	\$7,685,000
Current Bonds Outstanding	\$7,685,000

**Viera East
Community Development District
Special Assessment Receipts - FY2023**

Date	Net	Gen Fund	Debt Svc 2020	Rec Fund	Total
11/16/22	\$ 37,895.57	\$ 19,998.25	\$ 9,507.91	\$ 8,389.41	\$ 37,895.57
11/23/22	\$ 647,687.69	\$ 341,797.77	\$ 162,503.34	\$ 143,386.58	\$ 647,687.69
12/8/22	\$ 1,552,755.77	\$ 819,420.33	\$ 389,582.82	\$ 343,752.62	\$1,552,755.77
12/22/22	\$ 118,318.03	\$ 62,438.79	\$ 29,685.72	\$ 26,193.52	\$ 118,318.03
1/12/23	\$ 44,336.06	\$ 23,397.03	\$ 11,123.81	\$ 9,815.22	\$ 44,336.06
2/1/23	\$ 3,734.44	\$ 1,970.74	\$ 936.96	\$ 826.74	\$ 3,734.44
2/9/23	\$ 34,624.89	\$ 18,272.25	\$ 8,687.30	\$ 7,665.34	\$ 34,624.89
3/9/23	\$ 38,929.70	\$ 20,543.98	\$ 9,767.37	\$ 8,618.35	\$ 38,929.70
	\$ 2,478,282.15	\$ 1,307,839.14	\$ 621,795.23	\$ 548,647.78	\$2,478,282.15

	Net Assessed	Percentage	Assessments Collected	Assessments Transferred	Balance to Transfer
Debt Service Fund	\$ 655,615	25.09%	\$ 621,795	\$ (580,986)	\$ 40,810
General Fund	\$ 1,378,973	52.77%	\$ 1,307,839	\$ (1,307,839)	\$ -
Recreation Fund	\$ 578,489	22.14%	\$ 548,648	\$ (495,529)	\$ 53,119
	\$ 2,613,077	100.00%	\$ 2,478,282	\$ (2,384,353)	\$ 93,929

Percentage Collected	94.84%
-----------------------------	---------------

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

	Actuals			Year to Date		
	3/31/22	3/31/23	Variance	3/31/22	3/31/23	Variance
<i>Revenues:</i>						
Greens Fees	\$ 234,291	\$ 257,907	\$ 23,616	\$ 1,023,526	\$ 1,108,560	\$ 85,033
Gift Cards - Sales	\$ 680	\$ 239	\$ (441)	\$ 5,650	\$ 14,716	\$ 9,066
Gift Cards - Usage	\$ (1,556)	\$ (865)	\$ 692	\$ (10,145)	\$ (10,919)	\$ (774)
Season Advance/Trail Fees	\$ 26,856	\$ 10,912	\$ (15,944)	\$ 142,271	\$ 78,554	\$ (63,717)
Associate Memberships	\$ 4,078	\$ 2,686	\$ (1,392)	\$ 20,310	\$ 17,143	\$ (3,167)
Driving Range	\$ 11,312	\$ 11,345	\$ 33	\$ 54,074	\$ 53,766	\$ (308)
Golf Lessons	\$ 335	\$ 595	\$ 260	\$ 1,210	\$ 2,090	\$ 880
Merchandise Sales	\$ 12,199	\$ 16,535	\$ 4,336	\$ 60,434	\$ 66,044	\$ 5,610
Special Assessments - Operations	\$ 1,519	\$ 1,519	\$ -	\$ 9,116	\$ 9,116	\$ -
Miscellaneous Income	\$ 1,291	\$ (367)	\$ (1,658)	\$ 3,425	\$ 17,722	\$ 14,296
Total Revenues	\$ 291,004	\$ 300,507	\$ 9,503	\$ 1,309,871	\$ 1,356,791	\$ 46,920
<i>Expenditures:</i>						
Golf Course Expenditures	\$ 17,954	\$ 13,800	\$ 4,155	\$ 93,347	\$ 74,590	\$ 18,758
Golf Operations	\$ 38,151	\$ 42,409	\$ (4,259)	\$ 205,464	\$ 226,107	\$ (20,643)
Merchandise Sales	\$ 8,328	\$ 17,277	\$ (8,949)	\$ 41,449	\$ 78,737	\$ (37,288)
Golf Course Maintenance	\$ 82,622	\$ 81,686	\$ 936	\$ 517,939	\$ 549,830	\$ (31,891)
Administrative	\$ 14,580	\$ 14,383	\$ 197	\$ 83,985	\$ 92,180	\$ (8,195)
Total Expenditures	\$ 161,634	\$ 169,555	\$ (7,920)	\$ 942,184	\$ 1,021,443	\$ (79,259)
Operating Income/(Loss)	\$ 129,370	\$ 130,952	\$ 1,582	\$ 367,687	\$ 335,348	\$ (32,339)

SECTION C

Viera East CDD

Series 2020 Acquisition and Construction
Requisition Summary

Date	Req #	Payee	Description	Amount
4/20/23	162	Viera East CDD	Southern Patio Enclosures Final Payment	\$ 11,205.41
4/20/23	163	Viera East CDD	Hood Range Exhaust	\$ 44,408.00

TOTAL REQUISITIONS TO BE PAID \$ 55,613.41

REQUISITION NO. 162

\$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: 162
- (B) Name of Payee: Viera East CDD
- (C) Address of Payee: 2300 Clubhouse Dr, Viera, FL 32955
- (D) Amount Payable: \$11,205.41

The Undersigned hereby certifies that this requisition for final payment on patio enclosures from 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. 162

\$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, (iii) 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: _____

Southern PATIO ENCLOSURES

1196 W Bartlett Dr, Buda, TX 78610 • 512-782-8787

Customer: Viera East Golf Course – Steve	Date: December 14, 2022
Street: 2300 Clubhouse Dr	Install or Ship: Installed via SPE Crew
City: Rockledge	Street:
State: FL	City:
Zip: 32955	State:
Phone: 616-821-6807	Zip:
Email: stevecdd@yahoo.com	Phone:

Deposit Invoice Manual Roll Vinyl Patio Enclosures

Project Details:

Sq. Ft.:	Color:	Fabric:	Roll:	Trim:	Top	Sides	Bottom	Sales Rep:
1575	Grey	Clear	Rope		15"	1.5"	28"	Tom Taylor

PROJECT DESCRIPTION	TOTAL
Manual Roll Up Patio Enclosures	25,910.83
Choose Sun Shade, Solid and/or Clear Vinyl	
Clear Vinyl is Never Stitched	
UV, Fire, Mold and Mildew Resistant	
Zippered Sides and Track Mounted	
All products are NFPA 701 Certified Flame and Fire Retardant	
Hand Rolled or Rope and Pulley (same price)	
Heavy Duty Tie-Downs Provide 45mph Wind Rating	
3 Year Workmanship Warranty "Best in Industry"	
Pricing Includes Expected Sizes for Shrink and Bottom Sweeper	
Design and Travel Fees Paid	(3,500.00)
Framed Removable Fire Doors \$3,500 includes pallet & shipping	Shipping: Included
	Tax: \$0.00
Total With Installation and Onsite Measure to Build:	\$22,410.83
*****	Deposit paid via check on 12/27/22: \$11,205.41
	Final Payment Due: \$11,205.41

50% Down Payment required to start job, Total Balance due after installation or before shipping.
Your deposit is confirmation of your acceptance of our standard Terms of Service.

"Bond"

GL# _____ \$ _____
 GL# _____ \$ _____
 GL# _____ \$ _____
 GL# _____ \$ _____
 Dept Head _____ GM _____

REQUISITION NO. 163

\$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: 163
- (B) Name of Payee: Viera East CDD
- (C) Address of Payee: 2300 Clubhouse Dr, Viera, FL 32955
- (D) Amount Payable: \$44,408.00

The Undersigned hereby certifies that this requisition for initial payment for hood range exhaust from 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. 163

\$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, (iii) 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: _____



VENDOR SHIP INVOICE

ACCOUNT NUMBER	INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	PURCHASE ORDER #	SALES LOCATION	SALES REP	DATE ORDERED
41487687	2314605	02/27/2023	41487687		3055	1234	02/27/2023
FREIGHT TERMS	ORDER NUMBER	PAYMENT TERMS	ROUTE NUMBER	SPECIAL INSTRUCTIONS			
	433226	NET 7 DAYS	0	USF-PO#608824			

BILL TO	SHIP TO	REMIT TO
HOOK AND EAGLE TAVERN 2300 CLUBHOUSE DR ROCKLEDGE, FL 32955-6500 (321) 305-7031	HOOK AND EAGLE TAVERN 2300 CLUBHOUSE DR ROCKLEDGE, FL 32955-6500 Dept.: 0 (321) 305-7031	US Foods, Inc. P.O. BOX 198421 ATLANTA, GA 30384-8421 (386) 763-1304

SHIPPED FROM: **SHIPPED DATE:** 02/27/2023 **DRIVER NAME:** **DRIVER ID:**
ROUTE NUMBER: 0 **STOP NUMBER:** 0

INVOICE LINE DETAILS												
QUANTITY	ORD	SHP	SALES UNIT	PRODUCT NUMBER	DESCRIPTION	LABEL	PACK SIZE	CODE	WEIGHT	PRICING UNIT	UNIT PRICE	EXTENDED PRICE
1			CS	523803	HOOD, RANGE EXHAUST CUSTOM	HOOD DEPOT	1 EA			CS	\$24,408.0000	\$24,408.00
1			EA	3979333	FEE, EQPT INSL CHGE	PACKER	1 EA			EA	\$20,000.0000	\$20,000.00

STORAGE LOCATION RECAP(N)						
STORAGE LOCATION	TOTAL PIECES ORDERED	TOTAL PIECES SHIPPED	TOTAL ITEMS SHIPPED	TOTAL WEIGHT SHIPPED	TOTAL WEIGHT TOTAL	EXTENDED PRICE
DRY	2	2	2	415.50		\$44,408.00
DELIVERY SUMMARY TOTALS	2	2	2	415.50		\$44,408.00

INVOICE SUMMARY		
TOTAL NET WEIGHT SHIPPED	415.50	Product Total
TOTAL GROSS WEIGHT SHIPPED	416.00	Sales Tax
		PLEASE REMIT THIS AMOUNT BY 03/06/2023
		Rate: \$44,408.00

GL# _____ \$
 GL# _____ \$
 GL# _____ \$
 GL# _____ \$
 Dept Head _____ GM



VENDOR SHIP INVOICE

ACCOUNT NUMBER	INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	PURCHASE ORDER #	SALES LOCATION	SALES REP	DATE ORDERED
41487687	2314605	02/27/2023	41487687		3055	1234	02/27/2023
FREIGHT TERMS	ORDER NUMBER	PAYMENT TERMS	ROUTE NUMBER	SPECIAL INSTRUCTIONS			
	433226	NET 7 DAYS	0	USF-PO#608824			

CUSTOMER ACCEPTANCE

Interest shall accrue on all unpaid balances exceeding established credit terms at a rate equal to the lesser of (a) 1-1/2% per month or (b) the maximum rate that the customer may lawfully contract to pay, and in all events calculated in accordance with applicable law.

Promotional allowances, cash discounts, prompt pay discounts, growth programs and all other incentives are retained by U.S. Foodservice® and do not reduce Product Price. Product Price is defined as the supplier, packer, or any vendor delivered cost or f.o.b unit price plus standard freight less off-invoice discounts or off-invoice allowances (i.e., manufacturer generated discounts or allowances on particular items for set periods of time and which are specifically reflected on the invoice).

**We appreciate your business. Please visit our website www.usfoods.com/order for a fast and easy way to order or contact customer service at: (800) 253-0277.

**You agree with respect to any dispute arising out of your purchases from US Foods: (i) you are giving up your right to serve in any representative capacity, or to participate as a member of a class, in any lawsuit; (ii) you also agree, at US Foods sole option, to submit to binding, individual arbitration of all claims; (iii) such arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 and conducted in accordance with the Commercial Rules of the American Arbitration Association; and (iv) each party shall pay half the costs of arbitration, and separately pay its own attorneys' fees and costs. For more information about the fuel surcharge, go to: <http://www.usfoods.com/terms/fuelsurcharge/StandardGridEIAArealLowerAtlantic>

If you have an agreement with US Foods that expressly addresses the calculation of the fuel surcharge, please refer to that agreement.

**The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.

Project Fund	Estimated Original Costs	Changes	Projected Revised Costs	Approved Costs	Remaining	Spent	Status/Estimation
							Req 52, 60-64, 66,70, 74, 75, 77, 84, 94, 96, 101, 104, 107, 109, 111, 113, 114, 117, 118-121, 123, 126, 129, 130, 131, 135, 136, 137, 138, 139, 140,
Clubhouse	\$580,000	\$718,277	\$1,377,935	\$1,377,935	\$0	\$1,277,935	141-143, 146, 147, 151-156, 158, 161, 162, 163
Maintenance Building Repairs	\$40,000	-\$5,050	\$34,950	\$34,950	\$0	\$34,950	Req 51, 72, 145
Bunker Renovation & Liners	\$1,090,000	-\$970,000	\$120,000	\$730	\$119,270	\$730	Req 89
Regrass Fairways and Slopes	\$125,000	\$3,000	\$128,000	\$127,862	\$138	\$7,862	Hole #2 Approved - \$7,862.40 - Req 6
Golf Course Lake - Banks	\$150,000	-\$80,770	\$69,230	\$69,230	\$0	\$69,230	Req 144
Sidewalk Repair	\$75,000	\$7,023	\$82,023	\$82,023	\$0	\$82,023	Req 13, Req 25, Req 48, 71, 73, 159
Cart Path Extensions	\$175,000	-\$95,000	\$80,000	\$80,000	\$0	\$31,835	Req 157
Tee Box Renovation	\$150,000	-\$75,568	\$74,432		\$74,432	\$0	
#7 Green	\$65,000	-\$65,000	\$0		\$0	\$0	
Woodside Park Restrooms	\$25,000	-\$25,000	\$0		\$0	\$0	
Pump Station Filter	\$35,000	-\$35,000	\$0		\$0	\$0	
Contingency	\$180,690	-\$180,690	\$0		\$0	\$0	
Maintenance Equipment	\$337,000	\$118,375	\$455,375	\$456,566	\$1,191	\$456,566	Req 4, 7-10, 12, Req 27, Req 34, Req 41, Req 42, Req 112, 132, 160 Authorization 2021-1 Engineer Approved, Req 20-21, and req 24, Req 28, Req 38, Req 45, 87, 90, 105, 106, 108, 115, 116, 124, 127, 128, 133, 148,
<i>Irrigation System - Completed</i>	\$2,080,000	\$340,440	\$2,420,440	\$2,420,440	\$0	\$2,420,440	149, 150
<i>Culvert Repair #7 - Butterfly Valve - COMPLETED</i>	\$37,500	\$209,020	\$246,520	\$246,520	\$0	\$246,520	Req 122, Req 134, 156
<i>Driving Range Tee - COMPLETED</i>	\$20,000	\$89,681	\$109,681	\$109,681	\$0	\$109,681	Req 125
<i>Dog Park - COMPLETED</i>	\$55,000	\$9,461	\$64,461	\$64,461	\$0	\$64,461	Req 43, 46, 47, 58, 59, 65, 67, 68, 78, 80, 81, 91, 97, 98, 99, 100 Req #5, 16-18 for Engineering, Req #11 for \$98,595.16, Req #15 for \$308,358, Req #19, Req 22-23, Req 29 & 30, Reqs 33 and 35, Req 37, Req 44 Project Complete
<i>Bulkheads - COMPLETED</i>	\$375,000	\$344,142	\$719,142	\$719,142	\$0	\$719,142	Req 14, Req 26, Req 31, Req 36, Req 39-40, Req 49 and 50, Req 54 and 55, Req 56, 57, 72, 76, 79, 85, 86, 88, 92, 93, 95, 102, 103
<i>Woodside Park Playground - COMPLETED</i>	\$45,000	\$75,192	\$120,192	\$120,192	\$0	\$120,192	
<i>Pavillion - ELIMINATED</i>	\$95,000	-\$95,000	\$0	\$0	\$0	\$0	
<i>Lost Revenue - ELIMINATED</i>	\$287,395	-\$287,395	\$0	\$0	\$0	\$0	
	<u>\$6,022,585</u>	<u>\$138</u>	<u>\$6,102,381</u>	<u>\$5,909,732</u>	<u>\$195,031</u>	<u>\$5,641,567</u>	