

**VIERA
STEWARDSHIP
DISTRICT**

June 8, 2022

BOARD OF SUPERVISORS

SPECIAL MEETING

AGENDA

Viera Stewardship District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

June 1, 2022

Board of Supervisor
Viera Stewardship District

ATTENDEES:
Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.

Dear Board Members:

The Board of Supervisors of the Viera Stewardship District will hold a Special Meeting on June 8, 2022 at 9:30 a.m., at The Viera Company, 7380 Murrell Road, Suite 201, Viera, Florida 32940. Members of the public and Staff may join via computer or mobile app at <https://zoom.us/j/95918823860?pwd=aUdMQWVTWFRzeEVZREViVtGcWorUT09> Meeting ID: 959 1882 3860, Passcode: Quvu1A or via conference call at **1-888-354-0094**, Participant Passcode **782 134 6157**. The agenda is as follows:

1. Call to Order
2. Roll Call
3. Public Comments *(limited to 3 minutes per person)*
4. Approval of Minutes
 - A. November 17, 2021 Landowners' Meeting
 - B. November 17, 2021 Special Meeting
5. Consideration of Resolution 2022-06, Approving the Proposed Budget for Fiscal Year 2022/2023; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; And Providing an Effective Date
 - Presentation of Engineer's Report for O& M Assessments
6. Consideration of Resolution 2022-07, Designating a Date, Time and Location for a Landowners' Meeting; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date
7. Ratification of FPL LED Lighting Agreement: Stonecrest Phase 4 Additional Streetlights
8. Ratification of Ecor Industries, Inc., Addendum to Aquatic Maintenance Services Agreement

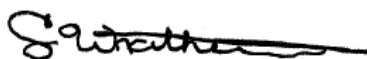
- 9. Consideration of Annual Utilization Program for Fiscal Year 2022/2023
- 10. Acceptance of Unaudited Financial Statements as of April 30, 2022
- 11. Staff Reports
 - A. District Counsel: *KE Law Group, PLLC*
 - Consideration of PUD Amendments for PCT Area Maintenance
 - B. District Engineer: *BSE Consultants Inc.*
 - Consideration of Work Authorization #8 for Stormwater Needs Analysis Report
 - C. Environmental Consultant: *Zev Cohen & Associates*
 - D. Community Association Manager: *Eva Rey*
 - E. District Manager: *Wrathell, Hunt and Associates, LLC*
 - I. 4,933 Registered Voters in District as of April 15, 2022
 - II. NEXT MEETING DATE: TBD
 - QUORUM CHECK

AMY MITCHELL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
TIFFANI BISSETT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
TODD POKRYWA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
CHRISTOPHER WRIGHT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
CATHLEEN CONLEY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO

- 12. Board Members' Comments/Requests
- 13. Adjournment

Should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675.

Sincerely,



Craig Wrathell
 District Manager

**VIERA
STEWARDSHIP DISTRICT**

4A

DRAFT

**MINUTES OF MEETING
VIERA STEWARDSHIP DISTRICT**

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A Landowners' Meeting of the Viera Stewardship District was held on November 17, 2021 at 9:30 a.m., at The Viera Company, 7380 Murrell Road, Suite 201, Viera, Florida 32940. The public and Staff were able to participate in the meeting via Zoom, at <https://us02web.zoom.us/j/82659748234?pwd=eDB3QkQqS0R6MG5QYXNKdVVpYlRqZz09>, and via teleconference at 1-646-558-8656, Meeting ID: 826 5974 8234 and Passcode: 216501, for both.

Present were:

Craig Wrathell	District Manager
Cindy Cerbone	Wrathell, Hunt and Associates, LLC
Lauren Gentry	District Counsel
Hassan Kamal (via Zoom)	District Engineer
Eva Ray (via Zoom)	Field Operations Manager
Todd Pokrywa	Landowner Representative/Proxyholder
Amy Mitchell	
Tiffani Bissell	
Cathleen Conley	
Misty Taylor	Bond Counsel
Brett Sealy	MBS Capital Markets, LLC (MBS)
Sara Zare	MBS
Bill Lites (via Zoom)	Zev Cohen
Eva Ray	Community Manager
Jay A. Decator, III	The Viera Company
Ben Wilson	The Viera Company
Paul Martell	The Viera Company

**DUE TO TECHNICAL DIFFICULTIES, AUDIO WAS NOT AVAILABLE -
MINUTES TRANSCRIBED FROM THE MEETING NOTES**

FIRST ORDER OF BUSINESS

Call to Order

Mr. Wrathell called the meeting to order at 9:34 a.m.

SECOND ORDER OF BUSINESS

Roll Call

Mr. Wrathell stated Mr. Todd Pokrywa was the designated proxy holder for the Landowners.

42 **THIRD ORDER OF BUSINESS** **Proof of Publication**

43
44 This item was included for informational purposes.

45
46 **FOURTH ORDER OF BUSINESS** **Election of Chair to Conduct Landowners’**
47 **Meeting**

48
49 All in attendance agreed to Mr. Wrathell serving as Chair to conduct the Landowners’
50 meeting.

51
52 **FIFTH ORDER OF BUSINESS** **Election of Supervisors [SEAT 5]**

53
54 **A. Nominations**

55 Mr. Wrathell asked for nominations to fill vacant Seat 5 for the remainder of the term,
56 which expires November 2022. Mr. Pokrywa nominated the following:

57 Seat 5 Cathleen Conley

58 No other nominations were made.

59 **B. Casting of Ballots**

60 **I. Determine Number of Voting Units Represented**

61 The following voting units were represented:

62 The Viera Company 766 voting units

63 A. Duda & Sons, Inc. 1705 voting units

64 A total of 2,471 voting units were represented.

65 **II. Determine Number of Voting Units Assigned by Proxy**

66 All 2,471 voting units were assigned by proxy. Mr. Todd Pokrywa was the designated
67 proxy holder of the following:

68 The Viera Company 766 voting units

69 A. Duda & Sons, Inc. 1,705 voting units

70 Mr. Pokrywa was eligible to cast up to 2,471 votes.

71 Mr. Pokrywa cast the following votes for Ms. Cathleen Conley for Seat 5:

72 A Duda & Sons, Inc. 1,200 votes

73 The Viera Company 500 votes

74 **C. Ballot Tabulation and Results**

75 Mr. Wrathell reported the following ballot tabulation, results and term lengths:
76 Seat 5 Cathleen Conley 1,700 Votes Term Expires November 2022

77

78 **SIXTH ORDER OF BUSINESS** **Landowners' Questions/Comments**

79

80 There being no Landowners' questions or comments, the next item followed.

81

82 **SEVENTH ORDER OF BUSINESS** **Adjournment**

83

84 There being nothing further to discuss, the meeting adjourned at 10:04 a.m.

85

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88 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**VIERA
STEWARDSHIP DISTRICT**

4B

DRAFT

**MINUTES OF MEETING
VIERA STEWARDSHIP DISTRICT**

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The Board of Supervisors of the Viera Stewardship District held a Special Meeting on November 17, 2021, immediately following the adjournment of the Landowners Meeting, scheduled to be held at 9:30 a.m., at The Viera Company, 7380 Murrell Road, Suite 201, Viera, Florida 32940. The public and Staff were able to participate in the meeting via Zoom, at <https://us02web.zoom.us/j/82659748234?pwd=eDB3QkQjS0R6MG5QYXNKdVVpYlRqZz09>, and via teleconference at 1-646-558-8656, Meeting ID: 826 5974 8234 and Passcode: 216501, for both.

Present were:

Todd J. Pokrywa	Chair
Amy Mitchell	Vice Chair
Christopher Wright	Assistant Secretary
Cathleen Conley	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Cindy Cerbone (via Zoom)	Wrathell, Hunt and Associates, LLC
Lauren Gentry	District Counsel
Hassan Kamal	District Engineer
Misty Taylor	Bond Counsel
Brett Sealy	MBS Capital Markets, LLC (MBS)
Sara Zare	MBS
Bill Lites (via Zoom)	Zev Cohen
Eva Rey	Community Manager
Jay A. Decator, III	The Viera Company
Ben Wilson	The Viera Company
Paul Martell	The Viera Company

FIRST ORDER OF BUSINESS

Call to Order

Mr. Wrathell called the meeting to order at 9:39 a.m. He noted that, at the Landowners' Election held just prior to this meeting, Ms. Cathleen Conley was elected to fill vacant Seat 5 and her term will expire in November 2022.

- **Administration of Oath of Office to Newly-Elected Supervisor [Seat 5]**

41 This item was an addition to the agenda.

42 Mr. Wrathell, a Notary of the State of Florida and duly authorized, administered the
43 Oath of Office to Ms. Conley. He provided and briefly explained the following items:

44 A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

45 B. Membership, Obligations and Responsibilities

46 C. Financial Disclosure Forms

47 I. Form 1: Statement of Financial Interests

48 II. Form 1X: Amendment to Form 1, Statement of Financial Interests

49 III. Form 1F: Final Statement of Financial Interests

50 D. Form 8B – Memorandum of Voting Conflict

51

52 SECOND ORDER OF BUSINESS

Roll Call

53

54 Supervisors Pokrywa, Mitchell, Wright and Conley were present, in person. Supervisor
55 Bissett was not present.

56

57 THIRD ORDER OF BUSINESS

Public Comments *(limited to 3 minutes per person)*

58

59

60 There were no public comments.

61

62 FOURTH ORDER OF BUSINESS

Approval of October 27, 2021 Special Meeting Minutes

63

64

65 Mr. Wrathell presented the October 27, 2021 Special Meeting Minutes. The following
66 changes were made:

67 Line 96: Change "CDD's Charter" to "Special District's Charter"

68 Lines 124, 145 and 240: Change "CDD" to "Special District"

69

70 **On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor, the**
71 **October 27, 2021 Special Meeting Minutes, as amended, were approved.**

72

73

74 FIFTH ORDER OF BUSINESS

Consideration of Resolution 2022-03,
Canvassing and Certifying the Results of

75

76 the Landowners’ Election of Supervisors
 77 Held Pursuant to Chapter 2006-360, Laws
 78 of Florida, and Providing for an Effective
 79 Date
 80

81 Mr. Wrathell presented Resolution 2022-03. He summarized the results of the
 82 Landowners’ Election as follows:

83 Seat 5 Cathleen Conley 1,700 votes Term expires November 2022

84

85 **On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor,**
 86 **Resolution 2022-03, Canvassing and Certifying the Results of the Landowners’**
 87 **Election of Supervisors Held Pursuant to Chapter 2006-360, Laws of Florida,**
 88 **and Providing for an Effective Date, was adopted.**

89

90

91 **SIXTH ORDER OF BUSINESS**

92 **Consideration of Resolution 2022-04,**
 93 **Designating Certain Officers of the District,**
 94 **and Providing for an Effective Date**

95 Mr. Wrathell presented Resolution 2022-04. Mr. Pokrywa nominated the following slate
 96 of officers:

- | | | |
|-----|--------------------|---------------------|
| 97 | Todd J. Pokrywa | Chair |
| 98 | Amy Mitchell | Vice Chair |
| 99 | Cathleen Conley | Secretary |
| 100 | Christopher Wright | Assistant Secretary |
| 101 | Tiffani Bissett | Assistant Secretary |
| 102 | Craig Wrathell | Assistant Secretary |
| 103 | Cindy Cerbone | Assistant Secretary |
| 104 | Ray Martell | Treasurer |
| 105 | Craig Wrathell | Assistant Treasurer |
| 106 | Jeff Pinder | Assistant Treasurer |

107 No other nominations were made.

108 Ms. Mitchel noted a typographical error in Section 3 of the Resolution; the following
 109 change was made:

110 Assistant Secretary: Change “Crag” to “Craig”

111

On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, Resolution 2022-04, as amended, Designating Certain Officers of the District, as nominated, and Providing for an Effective Date, was adopted.

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SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2022-05, Making Certain Findings; Approving the Supplemental Engineer’s Report and Supplemental Assessment Report; Setting Forth the Terms of the Series 2021 Bonds; Confirming the Maximum Assessment Liens Securing the Series 2021 Bonds; Levying and Allocating Assessments Securing the Series 2021 Bonds; Addressing Collection of the Same; Providing for the Application of True-Up Payments; Providing for a Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Special Assessments; and Providing for Conflicts, Severability, and an Effective Date

Ms. Gentry presented Resolution 2022-05. This Resolution accomplishes the following:

- Levies and allocates the assessments issued to secure the bonds that were previously approved.
- Sets forth the establishing act; Chapters 170 and 197 of the Florida Statutes.
- Approves, confirms and adopts the Engineer’s Report and Supplement Assessment Methodology Report.
- Sets forth the number of payments, true-up amounts, proceeds, etc.
- Finds that the Series 2021 project will benefit all the developable acreage within Village 2 and that it is reasonable, proper, just and right to assess the costs against the land.
- Sets forth the terms of the Series 2021 bonds and confirms the maximum assessment lien.

Mr. Sealy stated, as the District’s Underwriter, the goal was to achieve the best rates and terms possible for the District’s inaugural financing and Staff was extremely pleased with the results of the rates and terms that were obtained for the District. Mr. Sealy summarized the following:

- Four term bonds were priced; a 5-year, a 10-year, a 20-year and a final maturity in 2053.

- 150 ➤ The blended yield was 3.24%.
- 151 ➤ The bonds were structured with a 50% Debt Service Reserve Fund with a release
- 152 provision of 10% on full vertical buildout, which is aggressive in the marketplace given curve
- 153 market conditions.
- 154 ➤ The bonds were structured with two years of capitalized interest, which will run through
- 155 November 1, 2023, so the first debt service payment for platted lots will appear on the tax bills
- 156 issued in November 2023.
- 157 ➤ The total principal amount of the bonds is \$23.865 million, funding approximately \$21.4
- 158 million of infrastructure that ultimately represents about 75% of the 2021 Project.

159 Asked if there could be a conflict of interest for Board Members with 401k assets in T.
 160 Rowe Price, Ms. Gentry stated there would be no conflicts of interest.

161

162 **On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor,**
 163 **Resolution 2022-05, Making Certain Findings; Approving the Supplemental**
 164 **Engineer’s Report and Supplemental Assessment Report; Setting Forth the**
 165 **Terms of the Series 2021 Bonds; Confirming the Maximum Assessment Liens**
 166 **Securing the Series 2021 Bonds; Levying and Allocating Assessments Securing**
 167 **the Series 2021 Bonds; Addressing Collection of the Same; Providing for the**
 168 **Application of True-Up Payments; Providing for a Supplement to the**
 169 **Improvement Lien Book; Providing for the Recording of a Notice of Special**
 170 **Assessments; and Providing for Conflicts, Severability, and an Effective Date,**
 171 **was adopted.**

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174 **EIGHTH ORDER OF BUSINESS**

**Consideration of Acquisition Documents
for Village 1 Neighborhood Stormwater
Improvements (*in substantial form*)**

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177

178 Ms. Gentry presented the acquisition documents for Village 1 Neighborhood
 179 Stormwater Improvements. She noted that there are soft costs for Engineering and planning in
 180 certain documents. Items in the acquisition package would not be reimbursable through the
 181 bonds but Staff asked for a value to be attached for auditing purposes.

182

183 **On MOTION by Mr. Pokrywa and seconded by Mr. Wright, with all in favor, the**
 184 **Acquisition Documents for Village 1 Neighborhood Stormwater Improvements,**
 185 **in substantial form, were approved.**

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187 **NINTH ORDER OF BUSINESS** **Consideration of Outstanding Financing**
188 **Items**

189
190 Mr. Wrathell stated there were no outstanding financing items.

191

192 **TENTH ORDER OF BUSINESS** **Consideration of Requisition No. 1**

193

194 Mr. Wrathell presented Requisition No. 1 and noted the package also contained
195 Requisition No. 2, which corresponds to a portion of the improvements, totaling \$2,
196 298,421.18. He requested Board ratification.

197 Ms. Gentry stated the improvements subject to Requisition No. 2 were approved by the
198 Board at the last meeting, in substantial form, and no additional approval was needed. She
199 stated that this takes care of all the proceeds in the construction account that were generated
200 by the bonds.

201 A Board Member asked for the total dollar value of the aggregate requisitions to be
202 emailed to him. Ms. Gentry stated she would email a chart and a spreadsheet.

203 Ms. Mitchell stated the total amount of \$19,143,687.82 was \$0.40 off on the math.

204 Ms. Gentry suggested making approval contingent on the completion of all necessary
205 projects up to the full amount of the construction proceeds generated. Staff would collaborate
206 offline to make the necessary adjustments.

207

208 **On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor,**
209 **Requisitions No. 1 and No. 2, contingent on the completion of all necessary**
210 **projects up to the full amount of the construction proceeds generated and**
211 **authorizing Staff to make minor adjustments to ensure that the outstanding**
212 **amount is absorbed, were ratified.**

213

214

215 **ELEVENTH ORDER OF BUSINESS** **Staff Reports**

216

217 **A. District Counsel: *KE Law Group, PLLC***

218 There was nothing further to report.

219 **B. District Engineer: *BSE Consultants Inc.***

- 220 • **Consideration of Work Authorization for Stormwater Needs Analysis Report**

221 Mr. Kamal stated the Stormwater Needs Analysis Report work authorization was in
222 progress and it would be presented at a future meeting.

223 **C. Environmental Consultant: *Zev Cohen & Associates***

224 Mr. Lites reported the following:

225 ➤ Staff spoke with the resident objecting to the PCT management in N91 and resolved to
226 send an e-blast to the VSD community alerting them of the next PCT management.

227 ➤ Staff would issue a warning to the resident who got too close to a mulcher.

228 **D. Community Association Manager: *Eva Rey***

229 There was no report.

230 **E. District Manager: *Wrathell, Hunt and Associates, LLC***

- 231 • **NEXT MEETING DATE: TBD**

- 232 ○ **QUORUM CHECK**

233 Mr. Wrathell stated the next meeting has not been scheduled. Staff would coordinate
234 with the Chair to schedule a meeting.

235

236 **TWELFTH ORDER OF BUSINESS**

Board Members' Comments/Requests

237

238 There were no Board Members' comments or requests.

239 **Public Comments**

240 **This item was an addition to the agenda.**

241 No members of the public spoke.

242

243 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

244

245 There being nothing further to discuss, the meeting adjourned.

246

247 **On MOTION by Mr. Pokrywa and seconded by Mr. Wright, with all in favor, the**
248 **meeting adjourned at 10:19 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**VIERA
STEWARDSHIP DISTRICT**

5

RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2022/2023; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the East Nassau Stewardship District (“**District**”) prior to July 15, 2022, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT:

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: _____, 2022

HOUR: _____

LOCATION: The Viera Company
7380 Murrell Road, Suite 201
Viera, Florida 32940

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

4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 3, and shall remain on the website for at least 45 days.

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

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

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

PASSED AND ADOPTED THIS 8TH DAY OF JUNE, 2022.

ATTEST:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: Fiscal Year 2022/2023 Budget
Engineer's Report

Exhibit A: Fiscal Year 2022/2023 Proposed Budget

**VIERA
STEWARDSHIP DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2023**

**VIERA
STEWARDSHIP DISTRICT
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**VIERA
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Assessment levy - gross	\$ 507,537				\$ 648,036
Allowable discounts	(20,301)				(25,921)
Assessment levy - net	487,236	\$ 476,833	\$ 10,403	\$ 487,236	622,115
Assessment levy - off-roll	111,211	55,606	55,605	111,211	133,134
Interest	400	-	400	400	1,000
Total revenues	<u>598,847</u>	<u>532,439</u>	<u>66,408</u>	<u>598,847</u>	<u>756,249</u>
EXPENDITURES					
Professional & administrative					
Supervisors	1,699	431	1,268	1,699	2,153
Management/recording/accounting	41,000	22,000	24,000	46,000	48,000
Legal	30,000	20,227	9,773	30,000	30,000
Engineering	10,000	839	7,500	8,339	10,000
Ecologist	10,000	-	8,000	8,000	10,000
Audit	3,700	-	3,700	3,700	5,200
Dissemination agent: series 2021	500	417	500	917	1,000
DSF accounting: series 2021	-	2,083	2,500	4,583	5,000
Trustee: series 2021	-	-	-	-	5,000
Arbitrage rebate calculation: series 2021	-	-	-	-	500
Insurance	12,000	10,868	-	10,868	12,000
Legal advertising	3,000	1,306	1,694	3,000	3,000
Printing & binding	100	50	50	100	100
Telephone	100	50	50	100	100
Postage	250	-	250	250	250
Annual special district fee	175	175	-	175	175
Website hosting & maint	1,000	-	1,680	1,680	705
Website ADA compliance	-	-	210	210	210
Office supplies	100	-	100	100	-
Other current charges	200	-	200	200	-
Capital outlay	100	-	100	100	-
Contingencies / bank charges	200	38	162	200	900
Property appraiser	1,861	1,861	-	1,861	1,861
Tax collector	10,131	9,541	590	10,131	12,961
Total professional & administrative	<u>126,116</u>	<u>69,886</u>	<u>62,327</u>	<u>132,213</u>	<u>149,115</u>

**VIERA
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023**

	Fiscal Year 2022			Total Actual & Projected	Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022		
Field Management Operations					
Field manager	-	-	-	-	5,000
O&M accounting	-	2,500	2,500	5,000	5,000
Total field management operations	<u>-</u>	<u>2,500</u>	<u>2,500</u>	<u>5,000</u>	<u>10,000</u>
Maintenance - Platted Lots/Subdivision					
Drainage system: aquatic weed control	170,720	97,407	101,514	198,921	202,478
Maintenance: PCT area	5,000	1,485	3,515	5,000	5,000
Street lighting	104,000	47,260	56,740	104,000	138,320
Contingency: subdivision	3,000	-	3,000	3,000	3,000
Total maintenance - platted lots/subdivisions	<u>282,720</u>	<u>146,152</u>	<u>164,769</u>	<u>310,921</u>	<u>348,798</u>
Maintenance - Environmental (District-wide)					
Canals: aquatic weed control & maint	137,495	18,350	119,145	137,495	137,495
Ecologist: monitoring & misc	10,000	7,166	2,834	10,000	10,000
Wetland/habitat maint VWP, Stage 1	6,000	-	6,000	6,000	6,000
Wetland/habitat mainte VWP, Stage 2	100,000	21,908	78,092	100,000	100,000
Burrowing owl & eagle easement	9,500	-	9,500	9,500	9,500
Contingency: district-wide	4,000	-	4,000	4,000	4,000
Total maintenance - environmental (District-wide)	<u>266,995</u>	<u>47,424</u>	<u>219,571</u>	<u>266,995</u>	<u>266,995</u>
Total expenditures	<u>675,831</u>	<u>265,962</u>	<u>449,167</u>	<u>715,129</u>	<u>774,908</u>
Excess/(deficiency) of revenues over/(under) expenditures	(76,984)	266,477	(382,759)	(116,282)	(18,659)
Fund balance - beginning (unaudited)	58,586	178,032	444,509	178,032	61,750
Fund balance - ending (projected)	<u>\$ 17,480</u>	<u>\$ 444,509</u>	<u>\$ 97,628</u>	<u>\$ 61,750</u>	<u>\$ 43,091</u>

**VIERA
STEWARDSHIP DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional and Administrative Services

Supervisors	\$ 2,153
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$6,000 for each fiscal year.	
Management/recording/accounting	48,000
Wrathell, Hunt and Associates, LLC specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bonds and, operate and maintain the assets of the community.	
Legal	30,000
KE Law Group, PLLC. provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, this firm provides services as "local government lawyers" realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments.	
Engineering	10,000
BSE Consulting provides a broad array of engineering, consulting and construction services to the District, which assists in crafting solutions with sustainability for the long-term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Ecologist	10,000
Audit	5,200
The District is required to undertake an independent examination of its books, records and accounting procedures each year. This audit is conducted pursuant to Florida State Law and the rules of the Auditor General. Grau and Associates conducts the District audit and an annual 3% CPI increase has been included.	
Dissemination agent: series 2021	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934. Wrathell, Hunt and Associates, LLC serves as the dissemination agent.	
DSF accounting: series 2021	5,000
Wrathell, Hunt and Associates, LLC provides assessment roll services, which include preparing, maintaining and transmitting the annual lien roll with the annual special assessment amounts for the operating, maintenance and capital assessments.	
Trustee: series 2021	5,000
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Insurance	12,000
The District carries public officials and general liability insurance with policies written by Florida Insurance Alliance.	
Legal advertising	3,000
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Printing & binding	100
Letterhead, envelopes, copies, agenda packages, etc.	
Telephone	100

**VIERA
STEWARDSHIP DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Postage	250
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Website hosting & maint	705
Website enhancement and ADA website compliance.	
Website ADA compliance	210
Contingencies / bank charges	900
Bank charges and other miscellaneous expenses incurred during the year.	
Property appraiser	1,861
Monies due for roll maintenance	
Tax collector	12,961
Monies due for tax collections	
Field Management Operations	
Field manager	5,000
O&M accounting	5,000
Maintenance - Platted Lots/Subdivision	
Drainage system: aquatic weed control	202,478
The District has a contract with Ecor Industries for maintenance of stormwater lakes for aquatic weed and hydrilla control, and inspections. Monthly fees of \$14,369 for all current ponds totaling \$172,428. Bi-monthly fees of \$1,850 for natural areas totaling \$11,100. Quarterly fees of \$1,400 for the natural area in Adelaide northwest corner totaling \$5,600. Anticipated monthly fees of \$750 for ponds coming on-line, in the fiscal year, for the total of \$9,000.	
Maintenance: PCT area	5,000
Hand trimming and thinning will be performed by Tropic-Care of Florida on the Preferred Cover-type Tree canopy area.	
Street lighting	138,320
The District leases street lights from Florida Power & Light. Monthly lease and electrical costs are based on historical figures (422 existing streetlights) and the anticipated addition of 201 streetlights.	
Contingency: subdivision	3,000
This category includes any unforeseen maintenance or expenses within platted lots not listed above that may be incurred within the fiscal year.	

**VIERA
STEWARDSHIP DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Maintenance - Environmental (District-wide)

Canals: aquatic weed control & maint	137,495
<p style="margin-left: 20px;">The community canals require aquatic weed control (herbicide applications and mechanical cleaning) and mowing, as well as any unscheduled or emergency repairs to the community</p>	
Ecologist: monitoring & misc	10,000
<p style="margin-left: 20px;">The District's Ecologist will perform the first annual monitoring event, and compile/submit a monitoring report to the U.S. Army Corps of Engineers for Viera Wilderness Park (VWP) Stage 2</p>	
Wetland/habitat maint VWP, Stage 1	6,000
<p style="margin-left: 20px;">Maintenance of the Viera Wilderness Park is prescribed in the Annual Utilization Program (AUP)</p>	
Wetland/habitat mainte VWP, Stage 2	100,000
<p style="margin-left: 20px;">Maintenance of the Viera Wilderness Park is prescribed in the Annual Utilization Program (AUP). Includes mechanical removal and mulching of Brazilian pepper in VWP Stage 2 (conservation district) at a cost of \$2,500 per week for 30 weeks totaling \$75,000. Mowing/mulching and tractor spraying for cogon grass in the conservation district at a cost of \$6,500 for two weeks totaling \$13,000. Targeted spraying in the fall with a ground crew of mitigation areas in the conservation district near I-95 at a cost of \$12,000.</p>	
Burrowing owl & eagle easement	9,500
<p style="margin-left: 20px;">The District anticipates having to maintain this preserve area for the following items:</p> <ul style="list-style-type: none"> • Maintenance of VBOP (222 acres) at a cost of \$7,500. • Reconnaissance level monitoring of the three burrowing owl preserves and information reporting by the environmental professional at a cost of \$2,000. 	
Contingency: district-wide	4,000
<p style="margin-left: 20px;">This category includes any unforeseen maintenance or expenses within the District not listed above that may be incurred within the fiscal year.</p>	
Total expenditures	\$ 774,908

**VIERA
STEWARDSHIP DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected	
REVENUES					
Interest	\$ -	\$ 47	\$ -	\$ 47	\$ -
Total revenues	-	47	-	47	-
EXPENDITURES					
Debt service					
Principal	-	-	-	-	-
Interest	-	-	375,416	375,416	834,258
Cost of issuance	-	201,815	-	201,815	-
Underwriter's discount	-	477,300	-	477,300	-
Total expenditures	-	679,115	375,416	1,054,531	834,258
Excess/(deficiency) of revenues over/(under) expenditures	-	(679,068)	(375,416)	(1,054,484)	(834,258)
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	2,422,891	-	2,422,891	-
Net original issue premium	-	546,331	-	546,331	-
Total other financing sources/(uses)	-	2,969,222	-	2,969,222	-
Fund balance:					
Net increase/(decrease) in fund balance	-	2,290,154	(375,416)	1,914,738	(834,258)
Beginning fund balance (unaudited)	-	-	2,290,154	-	1,914,738
Ending fund balance (projected)	\$ -	\$ 2,290,154	\$ 1,914,738	\$ 1,914,738	1,080,480
Use of fund balance:					
Debt service reserve account balance (required)					(660,753)
Interest expense - November 1, 2023					(417,129)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 2,598</u>

**VIERA
STEWARDSHIP DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/22			375,415.88	375,415.88	23,865,000.00
11/01/22			417,128.75	417,128.75	23,865,000.00
05/01/23			417,128.75	417,128.75	23,865,000.00
11/01/23			417,128.75	417,128.75	23,865,000.00
05/01/24	490,000.00	2.300%	417,128.75	907,128.75	23,375,000.00
11/01/24			411,493.75	411,493.75	23,375,000.00
05/01/25	500,000.00	2.300%	411,493.75	911,493.75	22,875,000.00
11/01/25			405,743.75	405,743.75	22,875,000.00
05/01/26	515,000.00	2.300%	405,743.75	920,743.75	22,360,000.00
11/01/26			399,821.25	399,821.25	22,360,000.00
05/01/27	525,000.00	2.800%	399,821.25	924,821.25	21,835,000.00
11/01/27			392,471.25	392,471.25	21,835,000.00
05/01/28	540,000.00	2.800%	392,471.25	932,471.25	21,295,000.00
11/01/28			384,911.25	384,911.25	21,295,000.00
05/01/29	555,000.00	2.800%	384,911.25	939,911.25	20,740,000.00
11/01/29			377,141.25	377,141.25	20,740,000.00
05/01/30	575,000.00	2.800%	377,141.25	952,141.25	20,165,000.00
11/01/30			369,091.25	369,091.25	20,165,000.00
05/01/31	590,000.00	2.800%	369,091.25	959,091.25	19,575,000.00
11/01/31			360,831.25	360,831.25	19,575,000.00
05/01/32	605,000.00	3.125%	360,831.25	965,831.25	18,970,000.00
11/01/32			351,378.13	351,378.13	18,970,000.00
05/01/33	625,000.00	3.125%	351,378.13	976,378.13	18,345,000.00
11/01/33			341,612.50	341,612.50	18,345,000.00
05/01/34	645,000.00	3.125%	341,612.50	986,612.50	17,700,000.00
11/01/34			331,534.38	331,534.38	17,700,000.00
05/01/35	665,000.00	3.125%	331,534.38	996,534.38	17,035,000.00
11/01/35			321,143.75	321,143.75	17,035,000.00
05/01/36	690,000.00	3.125%	321,143.75	1,011,143.75	16,345,000.00
11/01/36			310,362.50	310,362.50	16,345,000.00
05/01/37	710,000.00	3.125%	310,362.50	1,020,362.50	15,635,000.00
11/01/37			299,268.75	299,268.75	15,635,000.00
05/01/38	730,000.00	3.125%	299,268.75	1,029,268.75	14,905,000.00
11/01/38			287,862.50	287,862.50	14,905,000.00
05/01/39	755,000.00	3.125%	287,862.50	1,042,862.50	14,150,000.00
11/01/39			276,065.63	276,065.63	14,150,000.00
05/01/40	780,000.00	3.125%	276,065.63	1,056,065.63	13,370,000.00
11/01/40			263,878.13	263,878.13	13,370,000.00
05/01/41	805,000.00	3.125%	263,878.13	1,068,878.13	12,565,000.00
11/01/41			251,300.00	251,300.00	12,565,000.00
05/01/42	835,000.00	4.000%	251,300.00	1,086,300.00	11,730,000.00
11/01/42			234,600.00	234,600.00	11,730,000.00
05/01/43	865,000.00	4.000%	234,600.00	1,099,600.00	10,865,000.00
11/01/43			217,300.00	217,300.00	10,865,000.00
05/01/44	900,000.00	4.000%	217,300.00	1,117,300.00	9,965,000.00
11/01/44			199,300.00	199,300.00	9,965,000.00
05/01/45	940,000.00	4.000%	199,300.00	1,139,300.00	9,025,000.00

**VIERA
STEWARDSHIP DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/45			180,500.00	180,500.00	9,025,000.00
05/01/46	975,000.00	4.000%	180,500.00	1,155,500.00	8,050,000.00
11/01/46			161,000.00	161,000.00	8,050,000.00
05/01/47	1,015,000.00	4.000%	161,000.00	1,176,000.00	7,035,000.00
11/01/47			140,700.00	140,700.00	7,035,000.00
05/01/48	1,060,000.00	4.000%	140,700.00	1,200,700.00	5,975,000.00
11/01/48			119,500.00	119,500.00	5,975,000.00
05/01/49	1,100,000.00	4.000%	119,500.00	1,219,500.00	4,875,000.00
11/01/49			97,500.00	97,500.00	4,875,000.00
05/01/50	1,145,000.00	4.000%	97,500.00	1,242,500.00	3,730,000.00
11/01/50			74,600.00	74,600.00	3,730,000.00
05/01/51	1,195,000.00	4.000%	74,600.00	1,269,600.00	2,535,000.00
11/01/51			50,700.00	50,700.00	2,535,000.00
05/01/52	1,240,000.00	4.000%	50,700.00	1,290,700.00	1,295,000.00
11/01/52			25,900.00	25,900.00	1,295,000.00
05/01/53	1,295,000.00	4.000%	25,900.00	1,320,900.00	-
Total	23,865,000.00		17,318,953.38	41,183,953.38	

**VIERA
STEWARDSHIP DISTRICT
ASSESSMENT COMPARISON
ASSESSMENT SUMMARY
FISCAL YEAR 2023**

On-Roll Assessments

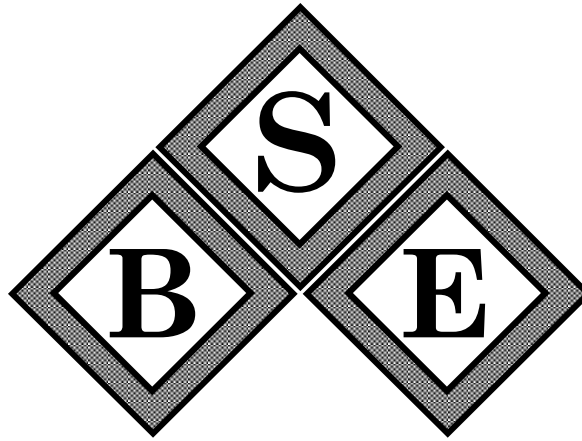
Number of Units	Number of Acres	Unit Type	Projected Fiscal Year 2023			FY 22 Assessment
			GF	DSF	GF & DSF	
4,221		Platted Residential	\$ 135.40	\$ -	\$ 135.40	\$ 135.40
	132.77	Platted Commercial	576.26	-	576.26	576.26

Off-Roll Assessments

Number of Units	Number of Acres	Unit Type	Projected Fiscal Year 2023			FY 22 Assessment
			GF	DSF	GF & DSF	
	8,583.92	Undeveloped Residential	\$ 12.73	-	\$ 12.73	\$ 13.53
92		Undeveloped Residential	127.28	-	127.28	135.40
	22.47	Undeveloped Commercial	541.69	-	541.69	576.26
0		SFD	127.28	-	127.28	N/A
0		SFA	127.28	-	127.28	N/A

Note: Unit/acre counts will be adjusted after 2022 roll is received from the Brevard County Property Appraiser

Exhibit A: Engineer's Report



**VIERA STEWARDSHIP DISTRICT
ENGINEER'S REPORT
OPERATION AND MAINTENANCE ASSESSMENT
FY 2022-2023**

PREPARED FOR:

Board of Supervisors
Viera Stewardship District
c/o Moyer Management Group, Inc.
313 Campus Street
Celebration, FL 34747

PREPARED BY:

B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite 4
Melbourne, FL 32901

August 2022

B.S.E. File #11198/11198.09

June 6, 2022

Via E-mail

Board of Supervisors
Viera Stewardship District
c/o Moyer Management Group, Inc.
313 Campus Street
Celebration, FL 34747

**Re: Viera Stewardship District Engineer's Report
Operation and Maintenance Assessment for the 2022-2023 Fiscal Year
BSE File #11198/11198.09**

Dear Chairman:

Pursuant to the Board's direction, BSE Consultants is pleased to present the Engineer's Report for the Operation and Maintenance (O & M) Budget for the 2022-2023 fiscal year. This report has been prepared on behalf of the Viera Stewardship District (VSD) in connection with the preparation of the 2022-2023 O & M Budget.

A detailed description of the improvements and facilities that will be operated and maintained by the VSD is presented in the following report.

Please feel free to contact our office with any comments or questions.

Very truly yours,

Hassan Kamal, P.E.

Hassan Kamal, P.E.
Vice President
BSE Consultants, Inc.

HK/alm
11198.corr.22-hk18561.jun

cc: Craig Wrathell, Wrathell, Hunt & Associates, LLC (*via E-mail*)
Daphne Gillyard, Wrathell, Hunt & Associates, LLC (*via E-mail*)
Michal Szymonowicz, Wrathell, Hunt & Associates, LLC (*via E-mail*)
Lauren Gentry, KE Law Group (*via E-mail*)

Enclosures

VIERA STEWARDSHIP DISTRICT

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I. INTRODUCTION

The West Viera DRI is a mixed-use development project on a parcel of land approximately 12,696 acres in size, located west of I-95 in central Brevard County. (A Location Map is contained in Appendix B.) The community will consist of three (3) Village neighborhoods and the ±5,257.8-acre Viera Wilderness Park (VWP). Each of the villages will contain a variety of residential, commercial, office and institutional areas, along with recreation and open space facilities and the necessary supporting infrastructure.

The Viera Stewardship District (VSD) was created to provide an efficient funding and long-term maintenance mechanism for the public infrastructure associated with the planned development of the West Viera Development of Regional Impact (“DRI”).

The current plan of development for West Viera DRI anticipates the development of approximately 19,697 housing units, 546,129 sq. ft. of commercial use, 596,463 sq. ft. of office use, and a variety of institutional and recreational facilities.

The purpose of this report is to provide a description of the improvements and associated costs that will be operated and maintained by the VSD during the 2022-2023 Fiscal Year.

The estimates contained in this report have been prepared based on the best available information. The actual costs will vary based upon the final plans and permits from regulatory authorities, inflation, etc. Nevertheless, all costs contained herein may be reasonably expected to adequately fund the required operation and maintenance of the improvements described, and contingency costs as included are reasonable.

II. DESCRIPTION OF IMPROVEMENTS AND REQUIRED MAINTENANCE

The VSD presently intends to operate and maintain certain public infrastructure improvements necessary for the development of the community within the boundaries of the VSD. Development of Regional Impact (DRI) Development Order (DO) and various local and state permits are in place that mandate these improvements. The maintenance of the improvements is necessary and will benefit the property. A more specific description of each of these items follows and the related costs, for the maintenance of the improvements, are summarized in Table 1.

Maintenance – Strom Park Phases 1 - 6, Reeling Park North and Seville, Phases 1A and 1B, Trasona, Kerrington, Loren Cove, Valencia, Bridgewater, Sendero/Sierra Cove, Avalonia, Stonecrest

- **Aquatic Weed Control for the Drainage System:** The District currently has eighty-seven (87) stormwater lakes totaling ±447.69 acres (at normal water level) that will require aquatic weed and hydrilla control, maintenance and inspections. No other maintenance or repairs are anticipated for fiscal year 2022-2023. The budgeted amount represents a monthly fee of \$14,369.00, for eighty-seven (87) current ponds for an annual fee of \$172,428.00, bi-monthly fees of \$1,850.00 for natural areas, or \$11,100.00, quarterly fees of \$1,400.00 for the natural area in Adelaide for an annual fee of \$5,600.00, and monthly fees of \$750.00 for additional anticipated ponds coming online in fiscal year 2023 for an annual fee of \$9,000.00, for a total annual fee of \$202,478.00.
- **PCT Area Maintenance:** There are ±28.69 acres of PCT areas on Tracts OS N1-2, N1-4A, N1-3B, N1-4C, N1-9B, E3 and E4, on which hand trimming and thinning will be performed of the Preferred Cover-type Tree Canopy area, at a monthly cost of \$416.67, or \$5,000.00 annually.
- **Street Lighting:** The District will be leasing streetlights from Florida Power & Light. Monthly lease and electrical costs are estimated to be \$138,320.00 annually.
- **Subdivision Contingency:** This category includes any unforeseen maintenance or expenses within the District not listed above that may be incurred within the fiscal year. A contingency of \$3,000.00 is assumed for 2022-2023.

Maintenance – Environmental (District-wide)

- **Aquatic Weed Control and Maintenance for the Canal:** The canal is approximately 2.15 miles long and will require aquatic weed control and maintenance on a quarterly basis at a fee of \$1,075.00 per quarter, or \$4,300.00 annually, Nautique dosing in the Two-Mile Canal provided by ECOR Industries on a bi-monthly basis at a fee of \$1,600.00 per treatment, or \$10,800.00 annually. Quarterly mowing of the community canal in Strom Park at a fee of \$2,700.00 per quarter, or \$10,800.00 annually, quarterly

mowing of the Adelaide North Canal at a fee of \$2,700.00 per quarter or \$10,800.00 annually, canal maintenance for the western outfall canals at an estimated amount of \$99,895.00 and a contingency of \$2,500.00 for erosion, emergency repairs and other mowing, for a total of \$137,495.00 in this line item.

- **Monitoring and Miscellaneous Work by Ecologist:** The District’s Ecologist will perform the first annual monitoring event and compile/submit a monitoring report to the US Army Corps of Engineers for the VWP Stage 2 mitigation area and perform various inspections and miscellaneous work at an estimated cost of \$10,000.00.

- **Wetland/Habitat Maintenance in Viera Wilderness Park (VWP), Stage 1:** Maintenance of the Viera Wilderness Park is prescribed in the Annual Utilization Program (AUP) and consists of the following items:
 - Targeted spraying in the conservation district at a cost of \$6,000.00.
 - TOTAL: \$6,000.00

- **Wetland/Habitat Maintenance in Viera Wilderness Park (VWP), Stage 2:** Maintenance of the Viera Wilderness Park is prescribed in the Annual Utilization Program (AUP) and consists of the following items:
 - Mechanical removal of Brazilian pepper in VWP Stage 2 (rural district and conservation district) at a cost of \$2,500.00 per week for thirty (30) weeks, or \$75,000.00
 - Mowing/mulching and tractor spraying for cogon grass in the conservation district and the rural district at a cost of \$4,500.00 for two weeks, or \$9,000.00.
 - Targeted spraying in the fall with a ground crew of mitigation areas in the conservation district at a cost of \$16,000.00.
 - TOTAL: \$100,000.00

- **Maintenance of Burrowing Owl Preserve and Bald Eagle Conservation Easement:** The District anticipates having to complete maintenance activities related to the Burrowing Owls and Bald Eagle Conservation Easements, at an estimated cost of \$9,500.00.

- **Conservation Area Fencing:** The District does not anticipate having to install any additional fencing around the conservation area during the 2022-2023 fiscal year.

- **District-wide Contingency:** This category includes any unforeseen maintenance or expenses within the District not listed above that may be incurred within the fiscal year. A contingency of \$4,000.00 is assumed for 2022-2023.

The Engineer recommends that the District should levy and collect an annual “Maintenance Assessment” to be determined, assessed and levied by the District’s Board of Supervisors upon the assessable real property within the District for the purpose of defraying the cost and expenses of maintaining property and public improvements subject to VSD jurisdiction.

III. OWNERSHIP AND MAINTENANCE

Ownership and maintenance costs of the improvements is anticipated as set forth below:

TABLE 1
VIERA STEWARDSHIP DISTRICT SUMMARY OF O & M COSTS – FY 2022-2023

<u>Improvement</u>	<u>Ownership/Maintenance Entity</u>	<u>Estimated Actual Cost</u>
• Aquatic Weed Control; Strom Park, Reeling Park, Trasona, Kerrington, Loren Cove, Loren Cove South, Valencia, Seville, Sendero Cove and Bridgewater Drainage System	VSD	\$202,478.00
• PCT Area Maintenance	VSD	\$ 5,000.00
• Street Lighting	VSD	\$138,320.00
• Subdivision Contingency	VSD	\$ 3,000.00
• Aquatic Weed Control for Canal	VSD	\$137,495.00
• District Ecologist	VSD	\$ 10,000.00
• Wetland/Habitat Maintenance in the VWP, Stage 1	VSD	\$ 6,000.00
• Wetland/Habitat Maintenance in the VWP, Stage 2	VSD	\$100,000.00
• Maintenance of Burrowing Owl Preserve and Bald Eagle Conservation Easement	VSD	\$ 9,500.00
• District-wide Contingency	VSD	<u>\$ 4,000.00</u>
<i>Total</i>		<i>\$615,793.00</i>

IV. ENGINEER'S OPINION

It is my professional opinion that the summary of costs listed above is sufficient to meet the VSD's Operation and Maintenance obligations for FY 2022-2023.

The estimate of costs is only an estimate and not a guarantee maximum price. The estimated cost is based on unit prices currently being experienced for ongoing and similar items of work in Brevard County and quantities as represented on construction plans.

Where necessary, historical costs, information from other professional consultants and contractors have been used in preparation of this report. Consultants and contractors who have contributed in providing the cost data included in this report are reputable entities in the Brevard County area.

Hassan Kamal, P.E.
Florida Registered Engineering #41951

APPENDIX A

DESCRIPTIONS: VSD BOUNDARY

Commence at a 4" X 4" concrete monument at the Northwest corner of Section 30, Township 25 South, Range 36 East and run N89°21'55"E, along the North line of said Section 30, a distance of 2,545.93 feet, to an iron rod and the POINT OF BEGINNING of the herein described lands; thence S08°24'33"E, a distance of 748.62 feet, to an iron rod; thence S08°55'25"E, a distance of 405.40 feet, to an iron rod; thence S07°53'09"E, a distance of 404.42 feet, to an iron rod; thence S07°41'38"E, a distance of 556.16 feet, to an iron rod; thence S08°07'57"E, a distance of 556.72 feet, to an iron rod; thence S07°54'48"E, a distance of 556.44 feet, to an iron rod; thence S08°10'16"E, a distance of 880.33 feet, to an iron rod; thence S07°57'39"E, a distance of 482.44 feet, to an iron rod; thence S79°41'18"W, a distance of 8.69 feet, to an iron rod; thence S07°38'31"E, a distance of 396.84 feet, to an iron rod; thence S13°30'01"W, a distance of 6.84 feet, to an iron rod; thence S68°53'11"W, a distance of 456.26 feet, to an iron rod; thence S75°44'29"W, a distance of 86.29 feet, to an iron rod; thence S64°14'40"W, a distance of 129.79 feet, to an iron rod; thence S68°29'29"W, a distance of 703.75 feet, to an iron rod; thence S03°43'55"E, a distance of 774.28 feet, to an iron rod; thence S03°43'05"E, a distance of 420.39 feet, to an iron rod; thence S17°31'55"W, a distance of 31.51 feet, to an iron rod; thence S02°10'23"W, a distance of 15.32 feet, to an iron rod; thence S84°49'06"W, a distance of 1,260.85 feet, to an iron rod; thence S65°26'07"W, a distance of 553.39 feet, to an iron rod; thence S65°16'09"W, a distance of 553.65 feet, to an iron rod; thence S65°26'06"W, a distance of 552.21 feet, to an iron rod; thence S65°42'09"W, a distance of 553.14 feet, to an iron rod; thence S86°33'52"W, a distance of 560.20 feet, to an iron rod; thence S86°36'43"W, a distance of 1,119.98 feet, to an iron rod; thence N15°49'12"W, a distance of 53.08 feet, to an iron rod; thence S88°41'21"W, a distance of 144.31 feet to an iron rod; thence S86°14'12"W, a distance of 360.22 feet, to an iron rod; thence S44°22'00"W, a distance of 2,194.87 feet, to an iron rod; thence S02°24'20"E, a distance of 99.12 feet, to an iron rod; thence S46°55'21"W, a distance of 146.56 feet, to an iron rod; thence S65°38'19"W, a distance of 194.77 feet, to an iron rod; thence S63°42'25"W, a distance of 577.43 feet, to an iron rod; thence S69°45'01"W, a distance of 412.41 feet, to an iron rod; thence N89°15'09"W, a distance of 79.29 feet, to an iron rod; thence S73°35'49"W, a distance of 521.37 feet, to an iron rod; thence S87°25'48"W, a distance of 483.14 feet, to an iron rod; thence S87°26'32"W, a distance of 966.55 feet, to an iron rod; thence S87°21'06"W, a distance of 485.66 feet, to an iron rod; thence S62°14'38"W, a distance of 444.40 feet, to an iron rod; thence S62°17'07"W, a distance of 446.88 feet, to an iron rod; thence S62°19'23"W, a distance of 358.90 feet, to an iron rod; thence S62°27'13"W, a distance of 370.19 feet, to an iron rod; thence S77°23'47"W, a distance of 411.83 feet, to an iron rod; thence S00°53'45"W, a distance of 125.73 feet, to an iron rod; thence S00°13'05"W, a distance of 658.60 feet, to an iron rod; thence S00°02'40"E, a distance of 1,583.00 feet, to an iron rod; thence S00°01'31"E, a distance of 543.46 feet, to an iron rod; thence S06°38'41"E, a distance of 236.05 feet, to an iron rod; thence S00°05'15"W, a distance of 1,609.02 feet, to an iron rod, thence N89°56'44"E, a distance of 1,150.63 feet, to an iron rod; thence N89°41'56"E, a distance of 575.37 feet, to an iron rod; thence S89°48'28"E, a distance of 575.27 feet, to an iron rod; thence S05°17'41"E, a distance of 5,150.06 feet, to an iron rod; thence S88°28'59"W, a distance of 892.20 feet, to an iron rod; thence S89°18'35"W, a distance of 1,352.16 feet, to an iron rod; thence N88°11'42"W, a distance of 478.57 feet, to an iron rod; thence S04°20'09"W, a distance of 165.35 feet, to an iron rod; thence S44°31'42"E, a distance of 1,884.04 feet, to an iron rod; thence S44°35'30"E, a distance of 3,917.97 feet, to an iron rod; thence S62°09'21"E, a distance of 2,317.97 feet, to an iron rod; thence S61°05'48"E, a distance of 649.92 feet, to an iron rod; thence N47°16'55"E, a distance of 35.75 feet, to an iron rod; thence S61°57'44"E, a distance of 923.38 feet, to an iron rod; thence S41°26'58"E, a distance of 273.10 feet, to an iron rod; thence S30°04'29"E, a distance of 310.25 feet, to an iron rod; thence S34°43'38"E, a distance of 598.07 feet, to an iron rod; thence S26°25'22"E, a distance of 301.86 feet, to an iron rod; thence

S04°19'41"E, a distance of 773.92 feet, to an iron rod; thence S03°54'52"E, a distance of 1,444.29 feet, to an iron rod; thence S88°57'24"E, a distance of 504.03 feet, to an iron rod; thence S13°21'03"W, a distance of 118.12 feet, to an iron rod; thence S34°02'56"W, a distance of 1,348.21 feet, to an iron rod; thence S45°13'06"W, a distance of 1,297.85 feet, to an iron rod; thence S63°01'28"W, a distance of 72.85 feet, to an iron rod; thence S35°48'10"E, a distance of 45.45 feet, to an iron rod; thence S36°43'44"E, a distance of 81.14 feet, to an iron rod; thence S43°22'10"E, a distance of 2,416.90 feet, to an iron rod; thence S54°43'27"E, a distance of 118.25 feet, to an iron rod; thence S76°01'08"E, a distance of 114.63 feet, to an iron rod; thence S89°15'48"E, a distance of 397.01 feet, to an iron rod; thence S67°53'23"E, a distance of 92.26 feet, to an iron rod; thence S27°40'02"E, a distance of 156.14 feet, to an iron rod; thence S64°16'29"E, a distance of 37.61 feet, to an iron rod; thence S89°15'14"E, a distance of 352.87 feet, to an iron rod; thence S85°51'17"E, a distance of 307.67 feet, to an iron rod; thence N86°54'20"E, a distance of 151.74 feet, to an iron rod; thence N76°30'06"E, a distance of 261.56 feet, to an iron rod; thence N87°06'14"E, a distance of 251.77 feet, to an iron rod; thence N88°53'08"E, a distance of 158.24 feet, to an iron rod; thence N85°02'05"E, a distance of 159.48 feet, to an iron rod; thence S87°50'11"E, a distance of 174.88 feet, to an iron rod; thence S83°44'02"E, a distance of 176.43 feet, to an iron rod; thence S86°24'25"E, a distance of 258.17 feet, to an iron rod; thence S81°07'19"E, a distance of 151.23 feet, to an iron rod; thence N73°40'28"E, a distance of 247.99 feet, to an iron rod; thence N84°35'54"E, a distance of 81.80 feet, to an iron rod; thence S79°39'38"E, a distance of 98.82 feet, to an iron rod; thence S67°29'44"E, a distance of 168.94 feet, to an iron rod; thence S56°25'12"E, a distance of 206.81 feet, to an iron rod; thence S70°16'15"E, a distance of 241.47 feet, to an iron rod; thence S71°16'02"E, a distance of 271.51 feet, to an iron rod; thence S76°57'22"E, a distance of 144.38 feet, to an iron rod; thence S83°43'51"E, a distance of 362.54 feet, to an iron rod; thence S82°09'02"E, a distance of 428.93 feet, to an iron rod; thence S76°54'20"E, a distance of 74.04 feet, to an iron rod; thence S69°05'45"E, a distance of 73.41 feet, to an iron rod; thence S54°06'44"E, a distance of 97.18 feet, to an iron rod; thence S37°26'00"E, a distance of 287.82 feet, to an iron rod; thence S54°56'39"E, a distance of 72.06 feet, to an iron rod; thence S73°11'26"E, a distance of 65.07 feet, to an iron rod; thence S79°38'52"E, a distance of 374.93 feet, to an iron rod; thence S74°51'17"E, a distance of 156.56 feet, to an iron rod; thence S60°41'38"E, a distance of 171.07 feet, to an iron rod; thence S75°22'42"E, a distance of 109.56 feet, to an iron rod; thence S52°26'28"E, a distance of 84.10 feet, to an iron rod; thence S41°24'22"E, a distance of 210.47 feet, to an iron rod; thence S38°52'45"E, a distance of 174.40 feet, to an iron rod; thence S33°54'38"E, a distance of 212.94 feet, to an iron rod; thence S37°40'21"E, a distance of 119.90 feet, to an iron rod; thence S63°38'27"E, a distance of 397.23 feet, to an iron rod; thence S54°42'23"E, a distance of 137.02 feet, to an iron rod; thence S66°28'00"E, a distance of 72.13 feet, to an iron rod; thence S74°03'50"E, a distance of 526.89 feet, to an iron rod; thence S65°07'14"E, a distance of 169.50 feet, to an iron rod; thence S56°11'35"E, a distance of 261.82 feet, to an iron rod; thence S62°05'45"E, a distance of 141.63 feet, to an iron rod; thence S82°38'30"E, a distance of 227.95 feet, to an iron rod; thence S64°34'06"E, a distance of 134.09 feet, to an iron rod; thence S44°50'15"E, a distance of 117.21 feet, to an iron rod; thence S36°18'31"E, a distance of 242.72 feet, to an iron rod; thence S49°43'39"E, a distance of 178.02 feet, to an iron rod; thence S45°48'41"E, a distance of 179.26 feet, to an iron rod; thence S49°49'20"E, a distance of 214.19 feet, to an iron rod; thence S41°48'48"E, a distance of 222.20 feet, to an iron rod; thence S48°35'30"E, a distance of 200.25 feet, to an iron rod; thence S61°25'40"E, a distance of 428.09 feet, to an iron rod; thence S63°06'44"E, a distance of 644.39 feet, to an iron rod; thence S62°46'04"E, a distance of 678.14 feet, to an iron rod; thence S62°43'50"E, a distance of 652.63 feet, to an iron rod; thence S53°36'34"E, a distance of 218.94 feet, to an iron rod; thence S64°10'09"E, a distance of 726.09 feet, to an iron rod; thence S64°07'34"E, a distance of 634.55 feet, to an iron rod; thence S62°56'15"E, a distance of 752.40 feet, to an iron rod; thence S65°29'06"E, a distance of 118.42

feet, to an iron rod; thence S59°29'15"E, a distance of 116.71 feet, to an iron rod; thence S41°56'01"E, a distance of 88.47 feet, to an iron rod; thence S39°21'46"E, a distance of 287.92 feet, to an iron rod; thence S39°13'55"E, a distance of 321.23 feet, to an iron rod; thence S39°37'39"E, a distance of 318.13 feet, to an iron rod; thence S51°26'09"E, a distance of 73.03 feet, to an iron rod; thence S75°43'21"E, a distance of 132.64 feet, to an iron rod; thence S81°00'26"E, a distance of 449.69 feet, to an iron rod; thence S61°25'12"E, a distance of 181.24 feet, to an iron rod; thence S76°11'38"E, a distance of 79.34 feet, to an iron rod; thence N83°23'17"E, a distance of 57.02 feet, to an iron rod; thence N57°28'51"E, a distance of 65.75 feet, to an iron rod; thence N48°12'37"E, a distance of 218.65 feet, to an iron rod; thence S71°43'37"E, a distance of 109.38 feet, to an iron rod; thence S55°14'02"E, a distance of 91.32 feet, to an iron rod; thence S38°01'21"E, a distance of 56.46 feet, to an iron rod; thence S03°46'11"E, a distance of 62.49 feet, to an iron rod; thence S00°46'56"W, a distance of 262.22 feet, to an iron rod; thence S13°01'47"E, a distance of 243.27 feet, to an iron rod; thence S16°57'33"E, a distance of 140.72 feet, to an iron rod on the South line of the Southeast one-quarter of Section 33, Township 26 South, Range 36 East; thence N88°28'46"E along the South line of said Section 33, 1212.95 feet to Southwest Corner of Section 34, Township 26 South, Range 36 East; thence N89°06'05"E along the South line of said Section 34, 4798.14 feet to a point on the West Right-of-Way line of Interstate 95 (Circuit Court Book 53, Pages 359-363, Public Records of Brevard County Florida), thence N00°03'59"W, along said Right-of-Way 2480.30 feet; thence N00°28'45"W, 328.41 feet, to a point on the South Boundary line of Nail Farms (Deed Book 63, Page 155, Public Records of Brevard County, Florida); thence S78°21'10"W along said South Line, 303.63 feet; thence N00°38'50"W, 554.40 feet; thence N89°21'11"E, 290.53 feet, to a point on the said West Right-of-Way line of Interstate 95 and a non-tangent intersection with a curve to the left; Thence along said Right-of-Way line and the arc of said curve, (said curve being concave to the West and having a radius of 22800.32 feet; a radial bearing of S87°51'38"W, a delta angle of 12°22'37", a chord distance of 4915.73 feet; and a chord bearing of N08°19'41"W) a distance of 4925.30 feet to the end of said curve; thence N14°30'59"W, 4457.16 feet; thence S75°29'01"W, 200.00 feet; thence N14°30'59"W, 950.00 feet; thence N75°29'01"E, 200.00 feet; thence N14°30'59"W, 4932.58 feet to the Southeast corner of the Plat of Viera Central PUD, Tract 12, Unit 1, Parcels 1-3, Phase 3 (Plat Book 44 Pages 52-54, Public Records of Brevard County, Florida); thence S61°38'33"W along the South line of said Plat, 86.02 feet to a non-tangent intersection with a curve to the left; Thence along the arc of said curve, (said curve being concave to the West and having a radius of 750.00 feet; a radial bearing of S61°38'33"W, a delta angle of 33°08'08", a chord distance of 427.72 feet; and a chord bearing of N44°55'31"W) a distance of 433.74 feet to the end of said curve and a point on the East line of a parcel of land described in Official Records Book 4568, Pages 518-522, Public Records of Brevard County, Florida; thence S14°30'59"E along the East line of said parcel, 253.23 feet; thence S75°13'39"W, 717.10 feet; thence N14°17'52"W, 287.62 feet to the beginning of a curve to the right; Thence along the arc of said curve, (said curve being curved concave to the East and having a radius of 50.00 feet; a delta angle of 39°18'18", a chord distance of 33.63 feet; and a chord bearing of N05°21'17"E) a distance of 34.30 feet to the beginning of a reverse curve to the left; Thence along the arc of said curve, (said curve being curved concave to the West and having a radius of 195.00 feet; a delta angle of 39°31'10", a chord distance of 131.85 feet, and a chord bearing of N05°14'51"E) a distance of 134.50 feet to the Southeast corner of the Plat of Viera Central PUD, Tract 12, Unit 1, Parcels 1-3, Phase 5 (Plat Book 45, Page 22, Public Records of Brevard County, Florida) and a non-tangent intersection with a curve to the left; Thence along the South line of said Plat and the arc of said curve, (said curve being concave to the Southeast and having a radius of 750.00 feet; a radial bearing of S25°55'03"E, a delta angle of 47°24'20", a chord distance of 602.99 feet; and a chord bearing of S40°22'47"W) a distance of 620.54 feet to the end of said curve; thence S76°30'35"W, 326.63 feet to the Southwest corner of said plat and a point on the East line of the Plat of Trafford West (Plat Book 51, Page 54, Public Records of

Brevard County, Florida) and a non-tangent intersection with a curve to the right; Thence along the East line of said plat and arc of said curve, (said curve being concave to the West and having a radius of 3025.00 feet; a delta angle of 01°51'26", a chord distance of 98.06 feet; and a chord bearing of S12°33'47"E) a distance of 98.06 feet to a non-tangent intersection with the Southerly boundary of said plat; thence along said Southerly boundary the following 5 courses and distances:

1) S89°08'33"W, 217.69 feet;

2) S35°10'57"W, 136.27 feet;

3) S00°51'27"E, 242.81 feet;

4) S89°08'33"W, 725.22 feet;

5) N00°51'27"W, 898.20 feet to the Northwest corner of Tract A of said Trafford West, and a point on the South Right-of-Way line of Trafford Drive;

thence S89°08'33"W along said Right-of-Way line of Trafford Drive, 50.00 feet to the Southwest corner of Trafford Drive; thence N00°51'27"W along the West line of Trafford Drive, 100.00 feet to the Northwest corner of Trafford Drive; thence N89°08'33"E along the North Right-of-Way line of Trafford Drive, 70.79 feet to the Southwest corner of that certain parcel of land described in Official Records Book 4939, Page 1184; thence N00°51'24"W, along the West line of said parcel, 401.50 feet to the Northwest corner of said parcel; thence N89°08'33"E, along the North line of said Parcel, 590.76 feet to the Northeast corner of said parcel and a point on the West Right-of-Way line of Lake Andrew Drive (150' Right-of Way, Tract G-1, Plat of Viera Central PUD, Tract 12, Unit 1, Parcels 1-3, Phase 4, Plat Book 44, Pages 91-92); thence N31°59'26"W along said West Right-of-Way, 1061.84 feet to the beginning of a curve to the right; Thence along the arc of said curve, (said curve being concave to the Northeast and having a radius of 2075.00 feet; a delta angle of 10°02'20", a chord distance of 363.10 feet, and a chord bearing of N26°58'16"W) a distance of 363.57 feet to the end of said curve; thence S69°25'46"W, 700.00 feet; thence N20°34'14"W, 100.00 feet; thence S69°25'46"W, 208.37 feet; thence S89°08'33"W, 566.39 feet; thence S44°08'33"W, 1022.48 feet; thence S89°08'33"W, 150.00 feet; thence N00°51'27"W, 318.85 feet; thence S89°08'33"W, 40.00 feet; thence N00°51'27"W, 40.00 feet; thence S89°08'33"W, 1293.68 feet; thence N00°51'27"W, 1059.47 feet; thence S89°08'33"W, 150.00 feet; thence S00°51'27"E, 438.26 feet; thence S89°08'33"W, 1552.65 feet; thence N00°35'21"E, 849.03 feet to a point on the South Right-of Way line of Wickham Road (Plat of Wickham Road Extension, Plat Book 50, Page 10, Public Records of Brevard County, Florida); thence S89°08'33"W along the South line of said plat, 2225.96 feet to the Southwest corner of said Plat; thence N00°51'27"W along the West line of said plat, 150.00 feet to the Northwest corner of said plat of Wickham Road Extension, and a point on the South line of the Plat of Heritage Isle - Phase 1 (Plat Book 50, Pages 61-66, Public Records of Brevard County, Florida); thence S89°08'33"W along the South line of said plat of Heritage Isle - Phase 1, 1772.10 feet to a point on the West line of the Viera Development of Regional Impact (DRI) (as described in Official Records Book 4459, Page 3677, Public Records of Brevard County, Florida) and the West line of Section 8, Township 26 South, Range 36 East; thence N00°35'22"W along the West line of said Viera DRI and Section 8, 5227.90 feet to the Southwest Corner of Section 5, Township 26 South, Range 36 East; thence N00°33'35"W along the West line of said Section 5, 5290.28 feet to the Southwest corner of Section 32, Township 25 South, Range 36 East thence N00°31'18"E along the West line of said Section 32, 4667.92 feet; thence N66°33'30"E, 1990.78 feet to the beginning of a curve to the left; Thence along the arc of said curve, (said curve being curved concave to the Northwest and having a radius of 2988.25 feet; a delta angle of 28°53'46", a chord distance of 1491.15 feet; , and a chord bearing of N52°06'37"E) a distance of 1507.07 feet to the end of said curve and an intersection with a non-tangent line; thence N26°25'15"W, along said non-tangent line, 1508.04 feet; thence N00°33'05"W, 470.00 feet; thence N45°39'16"W, 1200.05 feet; thence S89°26'55"W, 150.00 feet; thence N45°51'06"W, 274.34 feet; thence N00°33'05"W, 1456.41 feet to a point on the North line of Section 29, Township 25

South, Range 36 East; thence S89°20'44"W along the North line of said Section 29, 1153.36 feet to the Northeast corner of Section 30, Township 25 South, Range 36 East; Thence S89°23'19"W along the North line of said Section 30, 2789.62 feet to the POINT OF BEGINNING. Subject to Easements, Restrictions, Reservations and Rights-of-way of record.

LESS AND EXCEPT those certain parcels of land described in Official Records Book 2951, Page 1574; Official Records Book 3412, Page 4823; Official Records Book 4203, Page 2463; Official Records Book 5262, Page 3838; AND LESS AND EXCEPT that certain parcel of land described in Civil Action Documents 96-16731-CA-F; all being recorded in the Public Records of Brevard County, Florida.

TOGETHER WITH that certain parcel described in Official Records Book 5262, Page 3836, Public Records of Brevard County, Florida, CONTAINING 13,472.28 AC, MORE OR LESS.

TOGETHER ALSO WITH PARCELS 1, 3 AND 5 AS DESCRIBED BELOW:

PARCEL 1

A PARCEL OF LAND IN SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF VIERA HEALTH COMPLEX, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 58, PAGE 6, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S00°51'27"E, ALONG THE EAST RIGHT-OF-WAY LINE OF STADIUM PARKWAY-PHASE 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 2, PAGE 5, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 571.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 115°49'26"), A DISTANCE OF 50.54 FEET TO THE END OF SAID CURVE; THENCE N63°19'07"E A DISTANCE OF 201.40 FEET; THENCE S44°08'33"W A DISTANCE OF 307.13 FEET TO THE SOUTHEAST CORNER OF SAID STADIUM PARKWAY-PHASE 3; THENCE N00°51'27"W ALONG THE EAST LINE OF STADIUM PARKWAY-PHASE 3 A DISTANCE OF 151.95 FEET TO THE POINT OF BEGINNING CONTAINING 0.29 ACRES, MORE OR LESS.

PARCEL 3

A PARCEL OF LAND IN SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF VIERA HEALTH COMPLEX, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 58, PAGE 6, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S00°51'27"E, ALONG THE EAST RIGHT-OF-WAY LINE OF STADIUM PARKWAY-PHASE 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 2, PAGE 5, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 571.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED

CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 115°49'26"), A DISTANCE OF 50.54 FEET TO THE END OF SAID CURVE; THENCE N63°19'07"E A DISTANCE OF 201.40 FEET; THENCE N44°08'33"E A DISTANCE OF 183.75 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N26°40'53"W A DISTANCE OF 209.07 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 50°04'48"), A DISTANCE OF 25.34 FEET TO THE CUSP OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 6°05'46", A CHORD LENGTH OF 23.93 AND A CHORD BEARING OF S87°48'34"E), A DISTANCE OF 23.94 FEET TO THE END OF SAID CURVE; THENCE N89°08'33"E A DISTANCE OF 287.92 FEET; THENCE S44°08'33"W A DISTANCE OF 284.10 FEET TO THE POINT OF BEGINNING CONTAINING 0.69 ACRES MORE OR LESS.

PARCEL 5

A PARCEL OF LAND IN SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF VIERA HEALTH COMPLEX AND THE WEST RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE, ACCORDING TO THE PLAT OF VIERA HEALTH COMPLEX, AS RECORDED IN PLAT BOOK 58, PAGE 6, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN ALONG THE CURVED WEST RIGHT-OF-WAY LINE OF SAID LAKE ANDREW DRIVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, HAVING A RADIUS 2075.00 FEET, A CENTRAL ANGLE OF 3°25'39", A CHORD LENGTH OF 124.11 FEET AND A CHORD BEARING OF S20°14'16"E), A DISTANCE OF 124.13 FEET TO THE AN INTERSECTION WITH A NON-TANGENT LINE TO THE WEST; THENCE S69°25'46"W ALONG SAID NON-TANGENT LINE A DISTANCE OF 4.62 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S69°25'46"W A DISTANCE OF 72.74 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST, HAVING A RADIUS 160.00 FEET, A CENTRAL ANGLE OF 19°07'37", A CHORD LENGTH OF 53.16 FEET AND A CHORD BEARING OF N58°37'43"E) A DISTANCE OF 53.41 FEET TO THE POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH, HAVING A RADIUS 25.00 FEET, A CENTRAL ANGLE OF 54°16'38", A CHORD LENGTH OF 22.81 FEET AND A CHORD BEARING OF S84°40'09"E) A DISTANCE OF 23.68 FEET TO THE POINT OF BEGINNING CONTAINING 0.01 ACRES MORE OR LESS.

LESS AND EXCEPT WATERSONG SOUTH AT VIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PB 58, PG 3, PUBLIC RECORDS OF BREVARD COUNTY, CONTAINING 22.3 AC, MORE OR LESS

ALSO LESS AND EXCEPT PARCELS 2, 4, 6 AND 7 AS DESCRIBED BELOW:

PARCEL 2

A PARCEL OF LAND IN SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF VIERA HEALTH COMPLEX,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 58, PAGE 6,
PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S00°51'27"E, ALONG
THE EAST RIGHT-OF-WAY LINE OF STADIUM PARKWAY-PHASE 3, ACCORDING TO
THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 2, PAGE 5, PUBLIC
RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 571.05 FEET TO THE
BEGINNING OF A CURVE TO THE LEFT; THENCE DEPARTING SAID RIGHT-OF-WAY
LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED
CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A
CENTRAL ANGLE OF 115°49'26"), A DISTANCE OF 50.54 FEET TO THE END OF SAID
CURVE; THENCE N63°19'07"E A DISTANCE OF 201.40 FEET TO THE POINT OF
BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N44°08'33"E A
DISTANCE OF 183.75 FEET; THENCE S26°40'53"E A DISTANCE OF 70.23 FEET TO THE
BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE
(SAID CURVE BEING CURVED CONCAVE TO THE WEST AND HAVING A RADIUS OF
25.00 FEET AND A CENTRAL ANGLE OF 115°49'26"), A DISTANCE OF 50.54 FEET TO
THE END OF SAID CURVE; THENCE S89°08'33"W A DISTANCE OF 22.75 TO THE
BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE
(SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS
OF 225.00 FEET AND A CENTRAL ANGLE OF 25°49'26"), A DISTANCE OF 101.41 FEET
TO THE END OF SAID CURVE; THENCE S63°19'07"W A DISTANCE OF 19.18 FEET TO
THE POINT OF BEGINNING CONTAINING 0.18 ACRES, MORE OR LESS.

PARCEL 4

A PARCEL OF LAND IN SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF VIERA HEALTH
COMPLEX AND THE WEST RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE,
ACCORDING TO THE PLAT OF VIERA HEALTH COMPLEX, AS RECORDED IN PLAT
BOOK 58, PAGE 6, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN
ALONG THE CURVED SOUTH LINE OF SAID VIERA HEALTH COMPLEX, (SAID
CURVE BEING CURVED CONCAVE TO THE NORTHWEST, HAVING A RADIUS 25.00
FEET, A CENTRAL ANGLE OF 87°57'13", A CHORD LENGTH OF 34.72 FEET AND A
CHORD BEARING OF S25°27'10"W), A DISTANCE OF 38.38 FEET TO THE END OF SAID
CURVE; THENCE CONTINUE ALONG SAID SOUTH LINE S69°25'46"W A DISTANCE OF
675.74 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN
DESCRIBED; THENCE S69°25'46"W A DISTANCE OF 208.37 FEET; THENCE S89°08'33"W
A DISTANCE OF 566.39 FEET; THENCE S44°08'33"W A DISTANCE OF 247.49 FEET;
THENCE N89°08'33"E A DISTANCE OF 637.14 FEET TO THE BEGINNING OF A CURVE
TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING
CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 775.00 FEET AND A
CENTRAL ANGLE OF 19°42'47"), A DISTANCE OF 266.64 FEET TO THE END OF SAID
CURVE; THENCE N69°25'46"E A DISTANCE OF 240.26 FEET TO A CUSP OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED
CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL
ANGLE OF 99°02'06", A CHORD LENGTH OF 38.03 FEET AND A CHORD BEARING OF

S19°54'43"W), A DISTANCE OF 43.21 FEET TO THE END OF SAID CURVE; THENCE S29°36'20"E A DISTANCE OF 98.46 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 6°02'07"), A DISTANCE OF 50.04 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 101°34'25"), A DISTANCE OF 44.32 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 820.00 FEET, A CENTRAL ANGLE OF 17°12'40", A CHORD LENGTH OF 245.40 FEET AND A CHORD BEARING OF N34°10'47E), A DISTANCE OF 246.32 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; THENCE S64°25'33"E ALONG SAID NON-TANGENT LINE A DISTANCE OF 70.00 FEET; THENCE N25°34'27"E A DISTANCE OF 202.27 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 23°29'28", A CHORD LENGTH OF 65.14 FEET AND A CHORD BEARING OF N37°19'11"E), A DISTANCE OF 65.60 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE WEST; THENCE S69°25'46"W ALONG SAID NON-TANGENT LINE A DISTANCE OF 622.64 FEET; THENCE N20°34'14"W A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING CONTAINING 5.54 ACRES MORE OR LESS.

PARCEL 6

A PARCEL OF LAND IN SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF VIERA HEALTH COMPLEX AND THE WEST RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE, ACCORDING TO THE PLAT OF VIERA HEALTH COMPLEX, AS RECORDED IN PLAT BOOK 58, PAGE 6, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN ALONG THE CURVED WEST RIGHT-OF-WAY LINE OF SAID LAKE ANDREW DRIVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, HAVING A RADIUS 2075.00 FEET, A CENTRAL ANGLE OF 3°25'39", A CHORD LENGTH OF 124.11 FEET AND A CHORD BEARING OF S20°14'16"E), A DISTANCE OF 124.13 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE S69°25'46"W A DISTANCE OF 4.62 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, HAVING A RADIUS 25.00 FEET, A CENTRAL ANGLE OF 35°11'07", A CHORD LENGTH OF 15.11 FEET AND A CHORD BEARING OF S39°56'17"E) A DISTANCE OF 15.35 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID LAKE ANDREW DRIVE AND THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE (SAID CURVE BEING CURVED CONCAVE TO THE EAST, HAVING A RADIUS 2075.00 FEET, A CENTRAL ANGLE OF 0°23'38", A CHORD LENGTH OF 14.26 FEET AND A CHORD BEARING OF N22°08'55"W) A DISTANCE OF 14.26 FEET TO THE POINT OF BEGINNING CONTAINING 20.97 SQUARE FEET MORE OR LESS.

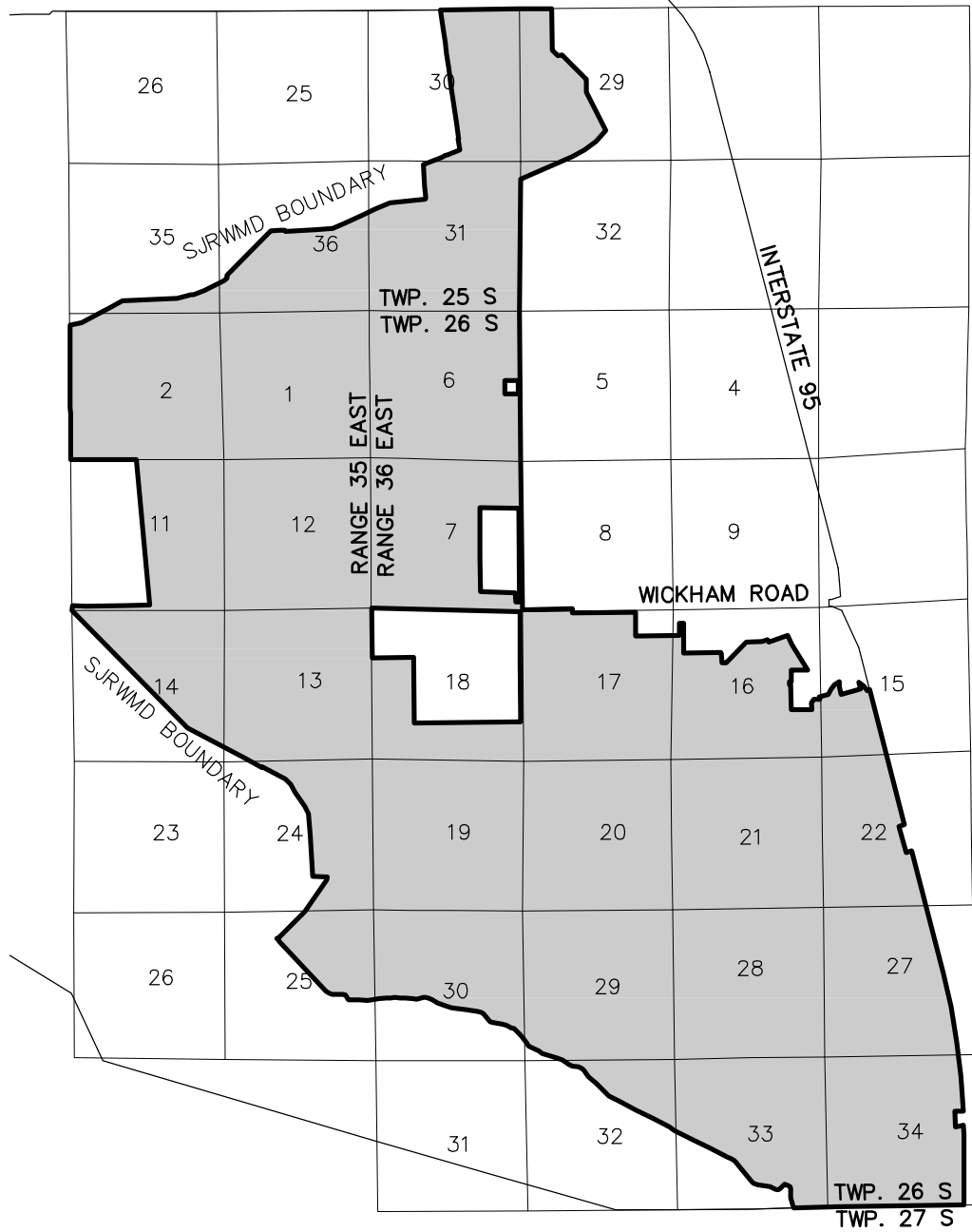
PARCEL 7

A PARCEL OF LAND IN SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE PLAT OF WATERSONG SOUTH
AT VIERA AS RECORDED IN PLAT BOOK 58, PAGE 3, PUBLIC RECORDS OF
BREVARD COUNTY, FLORIDA; THENCE N00°51'27"W ALONG THE EAST LINE OF
SAID WATERSONG SOUTH A DISTANCE OF 1059.47 FEET TO THE SOUTHWEST
CORNER OF WYNDHAM DRIVE (150' RIGHT-OF-WAY AS RECORDED IN PLAT BOOK
57 PAGE 60, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE
N89°08'33"E ALONG THE SOUTH LINE OF SAID WYNDHAM DRIVE 150.00 FEET TO
THE SOUTHEAST CORNER OF SAID WYNDHAM DRIVE; THENCE S00°51'27"E A
DISTANCE OF 1059.47 FEET; THENCE S89°08'33"W A DISTANCE OF 150.00 FEET TO
THE POINT OF BEGINNING CONTAINING 3.65 ACRES MORE OR LESS.

TOTAL NET ACREAGE: 13,441.6 MORE OR LESS

APPENDIX B



VIERA STEWARDSHIP DISTRICT LOCATION MAP

NTS



B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 6/17/13
DRAWN: WFV
CHECKED: HAK
DRAWING# 11198_200_001
PROJECT# 11198
SHEET 1 OF 1

**VIERA
STEWARDSHIP DISTRICT**

6

RESOLUTION 2022-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS’ MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Viera Stewardship District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 2017-206, Laws of Florida, being situated within Brevard County, Florida; and

WHEREAS, pursuant to Section 5(1) of Chapter 2006-360, Laws of Florida, the District’s Board of Supervisors (“**Board**”) “shall exercise the powers granted to the District pursuant to the act” and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on the first Tuesday after the first Monday in November, which shall be noticed pursuant to Section 5 of Chapter 2006-360, Laws of Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VIERA STEWARDSHIP DISTRICT:

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Amy Mitchell	2022
2	Tiffani Bissett	2024
3	Todd Pokrywa	2022
4	Christopher Wright	2024
5	Cathleen Conley	2022

This year, Seat 1, currently held by Amy Mitchell, Seat 3, currently held by Todd Pokrywa and Seat 5, Currently held by Cathleen Conley, are subject to election by landowners on November 8, 2022. The candidates receiving the highest number of votes for each seat shall be elected for a term of four (4) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNERS’ ELECTION.** In accordance with Section 5(2)(b) of Chapter 2006-360, Laws of Florida, the meeting of the landowners to elect Board Supervisors shall be held on November 8, 2022, at _____ a./p.m., The Viera Company, 7380 Murrell Road, Suite 201, Viera, Florida 32940.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 5(2)(b) of Chapter 2006-306, Laws of Florida.

4. **FORMS.** Section 5(2)(b) of Chapter 2006-306, Laws of Florida, the landowners' meeting and election have been announced by the Board at its June 8, 2022 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at _____ or at the office of the District Manager, Wrathell, Hunt and Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

6. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 8TH DAY OF JUNE, 2022.

Attest:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT

Notice is hereby given to the public and all landowners within the Viera Stewardship District (“District”) the location of which is generally described as parcels of land containing approximately 13442 acres, bounded on the north by the Eight-Mile Canal, on the west and south by the Rivers Lakes Conservation Area and on the east by the Viera Development of Regional Impact and I-95 and in unincorporated Brevard County, Florida, advising that a meeting of landowners will be held for the purpose of electing one person to fill a vacancy on the District’s Board of Supervisors (“Board”, and individually, “Supervisor”). Immediately following the landowners’ meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: Tuesday, November 8, 2022
TIME: ___:___ A/PM
PLACE: The Viera Company Corporate Office
7389 Murrell Road, Suite 201
Viera, FL 32940

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010 (“District Manager’s Office”). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy. At the landowners’ meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners’ meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager’s Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager’s Office at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Craig Wrathell
District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
VIERA STEWARDSHIP DISTRICT FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **Tuesday, November 8, 2022**

TIME: __:__ **A./P.M.**

LOCATION: **The Viera Company Corporate Office
7389 Murrell Road, Suite 201
Viera, FL 32940**

Pursuant to Chapter 2006-360 (5)(2)(b), Laws of Florida, after the Viera Stewardship District ("District") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors every two years until the District qualifies to have its board members elected by the qualified electors of the district. The following instructions on how all landowners may participate in the election is intended to comply with Chapter 2017-206(5)(2)(b), Laws of Florida.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. Each candidate shall be elected for a term of four (4) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY
VIERA STEWARDSHIP DISTRICT
BREVARD COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 8, 2022

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Viera Stewardship District to be held at The Viera Company Corporate Office, 7389 Murrell Road, Suite 201, Viera, FL 32940 on Tuesday, November 8, 2022, at __:__ a./p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

 Printed Name of Legal Owner

 By: _____
 Title: _____

 Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

Pursuant to Chapter 2006-360(5)(2)(b), Laws of Florida, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
VIERA STEWARDSHIP DISTRICT
BREVARD COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 8, 2022

For Election (3 Supervisors): The three (3) candidates receiving the highest number of votes will each receive a four (4)-year term, with the term of office for each successful candidate commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Viera Stewardship District and described as follows:

<u>Description</u>	<u>Acreeage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____
 _____ (Landowner) pursuant to the Landowner's Proxy attached hereto,
 do cast my votes as follows:

SEAT NUMBER	NAME OF CANDIDATE	NUMBER OF VOTES
1		_____ Votes
3		_____ Votes
5		_____ Votes

Date: _____

Signed: _____

Printed Name: _____

**VIERA
STEWARDSHIP DISTRICT**

7



FPL Account Number: 7336734426

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Viera Stewardship District (hereinafter called the Customer), requests on this 14th day of April, 2022, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Phase 4 additional Streetlights, located in Viera, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
Traditional Carriage (Town & Country) – W/Side Panels	39	5000	3K	3	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed
20' Standard Fiberglass	3	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): _____

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$31.37. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.


14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Viera Stewardship District

Customer (Print or type name of Organization)

By: 

Signature (Authorized Representative)

Todd J. Pokrywa
(Print or type name)

Title: President

FLORIDA POWER & LIGHT COMPANY

Chris Venoy

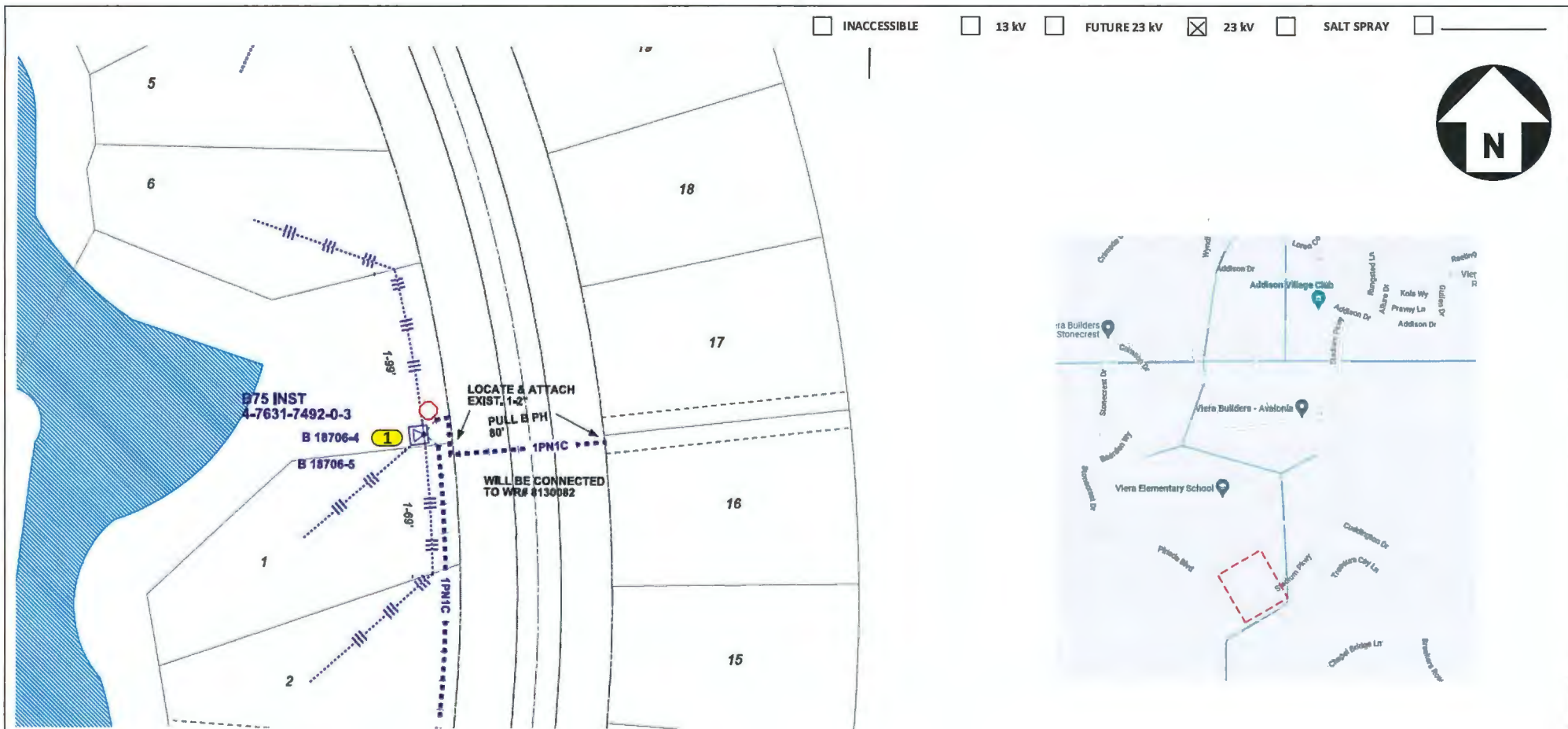
Digitally signed by Chris Venoy
DN: cn=Chris Venoy, o=FPL, ou=LED Lighting
Solutions, email=chris.venoy@fpl.com, c=US
Date: 2022.04.18 14:56:45 -04'00'

By: _____

(Signature)

Chris Venoy
(Print or type name)

Title: FPL LT-1 Representative



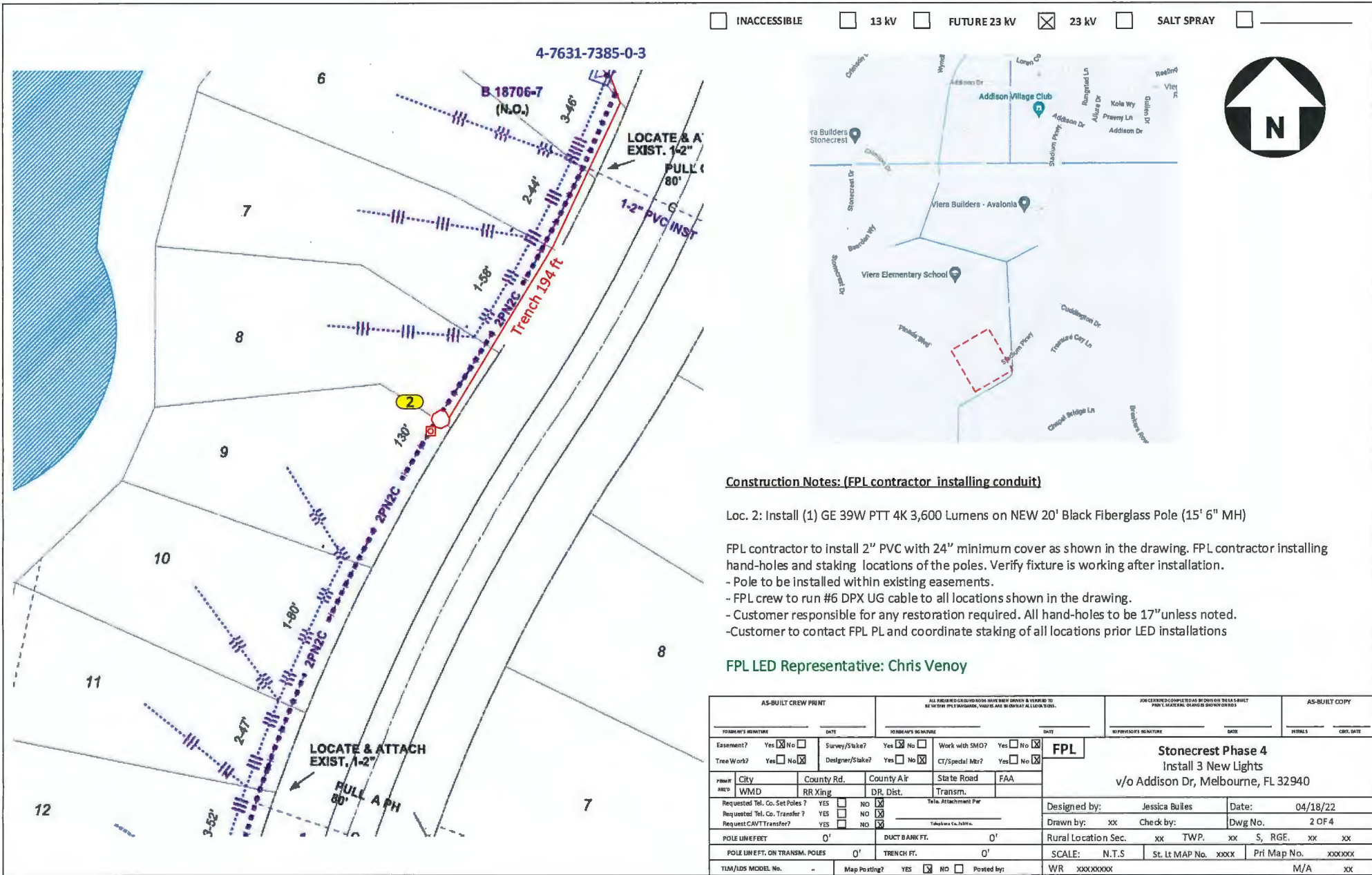
Construction Notes: (FPL contractor installing conduit)

Loc. 1: Install (1) GE 39W PTT 4K 3,500 Lumens on NEW 20' Black Fiberglass Pole (15' 6" MH)

- FPL contractor to install 2" PVC with 24" minimum cover as shown in the drawing. FPL contractor installing hand-holes and staking locations of the poles. Verify fixture is working after installation.
- Pole to be installed within existing easements.
 - FPL crew to run #6 DPX UG cable to all locations shown in the drawing.
 - Customer responsible for any restoration required. All hand-holes to be 17" unless noted.
 - Customer to contact FPL PL and coordinate staking of all locations prior LED installations

FPL LED Representative: Chris Venoy

AS-BUILT CREW PRINT		DATE		DATE		DATE		DATE	
FPL		Stonecrest Phase 4		Install 3 New Lights		v/o Addison Dr, Melbourne, FL 32940			
Essentment?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Survey/Stake?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Work with SMO?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Designed by:	Jessica Bulles	Date:	04/18/22
Tree Work?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Designer/Stake?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	CI/Spedal Mt?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Drawn by:	xx	Check by:	
City	County Rd.	County Air	State Road	FAA	Rural Location Sec. xx TWP. xx S, RGE. xx xx				
WMD	RR Xing	DR. Dist.	Transm.	SCALE: N.T.S. St. Lt MAP No. XXXX Pri Map No. XXXXXX					
Requested Tel. Co. Set Poles?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requested Tel. Co. Transfer?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Request CAVT Transfer?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	POLE LINE FEET	0'	DUCT BANK FT.	0'
TRENCH FT.		0'		TRENCH FT.		0'		WR XXXXXXX	
Map Posting?		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:				M/A xx	



INACCESSIBLE
 13 kV
 FUTURE 23 kV
 23 kV
 SALT SPRAY



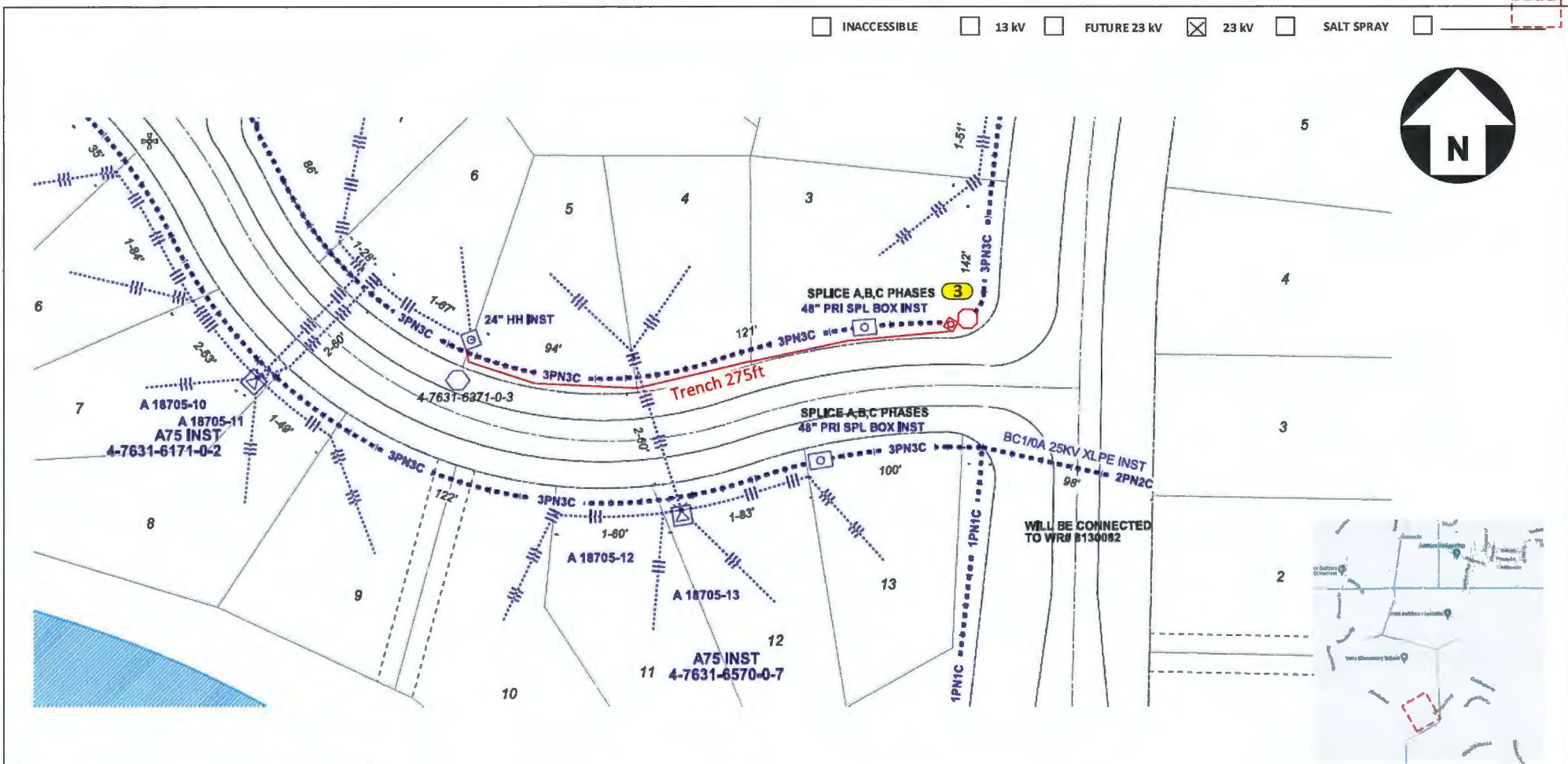
Construction Notes: (FPL contractor installing conduit)

Loc. 2: Install (1) GE 39W PTT 4K 3,600 Lumens on NEW 20' Black Fiberglass Pole (15' 6" MH)

- FPL contractor to install 2" PVC with 24" minimum cover as shown in the drawing. FPL contractor installing hand-holes and staking locations of the poles. Verify fixture is working after installation.
- Pole to be installed within existing easements.
- FPL crew to run #6 DPX UG cable to all locations shown in the drawing.
- Customer responsible for any restoration required. All hand-holes to be 17" unless noted.
- Customer to contact FPL PL and coordinate staking of all locations prior LED installations

FPL LED Representative: Chris Venoy

AS-BUILT CREW PRINT				JOB CENTER/COMPLETED BY OFFICE TELLS SAULT PRINT HAZARD QUANTITIES SHOWN CROSS				AS-BUILT COPY	
FORMER'S SIGNATURE		DATE		FORMER'S SIGNATURE		DATE		INITIALS	
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL		Stonecrest Phase 4 Install 3 New Lights v/o Addison Dr, Melbourne, FL 32940	
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					
City		County Rd.		County Air		State Road		FAA	
WMD		RR Xing		DR. Dist.		Transm.			
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Telco Attachment Per		Designed by: Jessica Builes	
POLE LINE FEET		DUCT BANK FT.		TRENCH FT.		Rural Location Sec.		Date: 04/18/22	
POLE LINE FT. ON TRANSM. POLES		TRENCH FT.				xx TWP. xx S, RGE. xx XX		Dwg No. 2 OF 4	
TUM/LDS MODEL No.		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:		SCALE: N.T.S		Pri Map No. XXXXX	
						St. Lt MAP No. XXXX		M/A XX	



Construction Notes: (FPL contractor installing conduit)

Loc. 3: Install (1) GE 39W PTT 4K 3,600 Lumens on NEW 20' Black Fiberglass Pole (15' 6" MH)

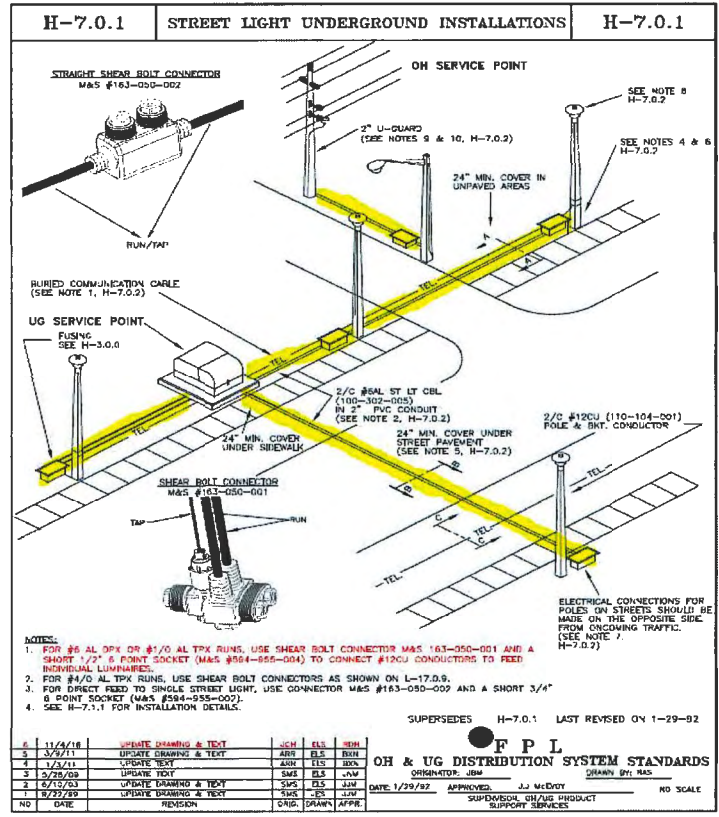
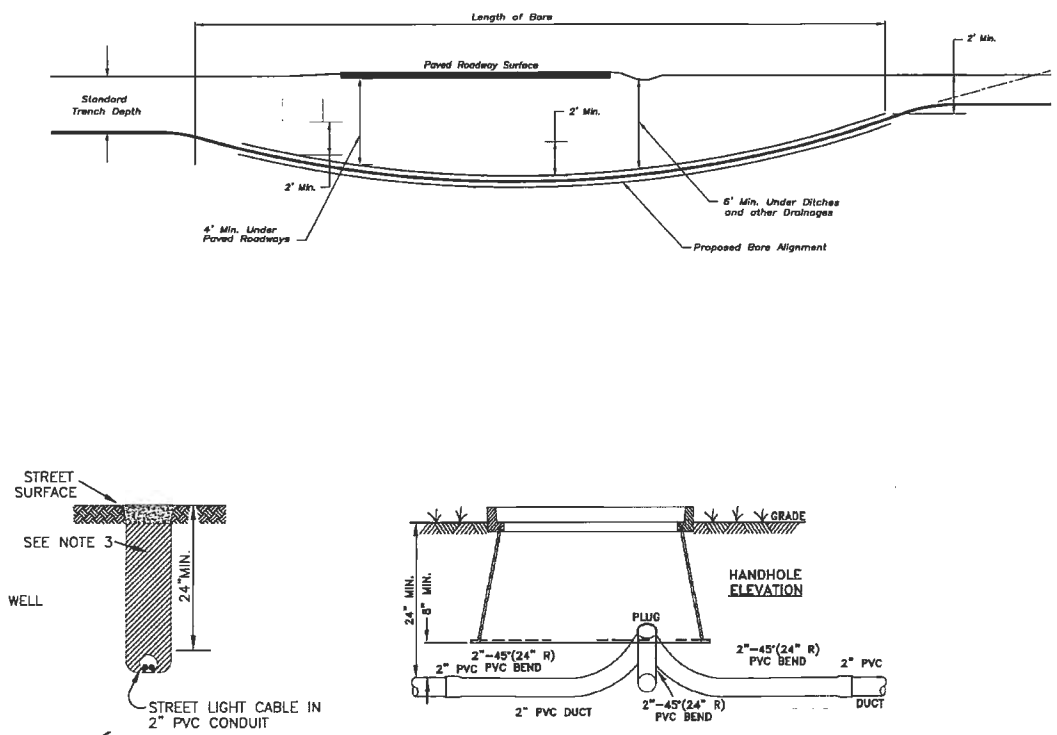
- FPL contractor to install 2" PVC with 24" minimum cover as shown in the drawing. FPL contractor installing hand-holes and staking locations of the poles. Verify fixture is working after installation.
- Pole to be installed within existing easements.
- FPL crew to run #6 DPX UG cable to all locations shown in the drawing.
- Customer responsible for any restoration required. All hand-holes to be 17" unless noted.
- Customer to contact FPL PL and coordinate staking of all locations prior LED installations

FPL LED Representative: Chris Venoy

AS-BUILT CREW PRINT		DATE		DESIGNER'S SIGNATURE		DATE		SUPERVISOR'S SIGNATURE		DATE		REVISED	CHECK DATE		
ESSEMENT? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> TREE WORK? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> SURVEY/STAKE? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> DESIGNER/STAKE? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> WORK WITH SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> CT/SPECIAL MTR? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL		Stonecrest Phase 4 Install 3 New Lights v/o Addison Dr, Melbourne, FL 32940		DESIGNED BY: Jessica Builes DATE: 04/18/22		DRAWN BY: xx CHECK BY: xx DWG NO. 3 OF 4		RURAL LOCATION SEC. xx TWP. xx S. RGE. xx PRI. MAP NO. xxxxxx		SCALE: N.T.S. ST. LT. MAP NO. xxxxx PRI. MAP NO. xxxxxx		TLM/LDS MODEL No. - MAP POSTING? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> PORTAL BY: WR xxxxxxxx M/A xx	

INACCESSIBLE 13 kV FUTURE 23 kV 23 kV SALT SPRAY

DIRECTIONAL BORE TYPICAL INSTALLATION



AS-BUILT CREW PRINT		JOB CERTIFIED COMPLETED AS SHOWN ON THIS SHEET PRINT MATERIAL IS MILED BY THE DESIGNER		AS-BUILT COPY	
FORWARDER'S SIGNATURE	DATE	FORWARDER'S SIGNATURE	DATE	APPROVER'S SIGNATURE	DATE
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	FPL Stonecrest Phase 4 Install 3 New Lights v/o Addison Dr, Melbourne, FL 32940		
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
City	County Rd.	County Air	State Road	FAA	
WMD	RR Xing	DR. Dist.	Transm.		
Requested Tel. Co. Set Poles? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requested Tel. Co. Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Requested CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Tels. Attachment Fee		
POLE LINE FEET	0'	DUCT BANK FT.	0'	Designed by:	Jessica Builes
POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'	Date:	04/18/22
TUM/LDS MODEL No.	-	Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Posted by:	Drawn by:	XX
				Checked by:	JJ
				Dwg No.	4 OF 4
				Rural Location Sec.	xx TWP. xx S, RGE. xx XX
				SCALE:	N.T.S. St. Lt. MAP No. XXXX Pri Map No. XXXXXX
					M/A XX

**VIERA
STEWARDSHIP DISTRICT**

8

**ADDENDUM TO THE AQUATIC MAINTENANCE SERVICES AGREEMENT BETWEEN
VIERA STEWARDSHIP DISTRICT AND ECOR INDUSTRIES, INC.**

This Addendum ("Addendum") is made and entered into to be effective the 12th day of February 2022, by and between:

VIERA STEWARDSHIP DISTRICT, a unit of special-purpose government established by the Florida Legislature pursuant to Chapter 2006-360, Laws of Florida, as amended, and located in Brevard County, Florida, with an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"); and

ECOR INDUSTRIES, INC., a Florida corporation, whose address is 2840 Electronics Drive, Melbourne, Florida 32935 (the "Contractor," and together with the District, the "Parties").

RECITALS

WHEREAS, the District owns, operates, and maintains certain public infrastructure improvements, including certain stormwater management infrastructure; and

WHEREAS, on August 1, 2015, the District and Contractor entered into that certain *Agreement for Aquatic Maintenance Services*, as amended from time to time (the "Original Agreement"), for maintenance services of certain aquatic areas within the District; and

WHEREAS, the Parties now desire execute this Addendum to add an herbicide treatment for a particular lake within the District (the "Additional Services") to the scope of the Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated as a material part of this Addendum.

SECTION 2. ADDITIONAL SERVICES. Section 2 and Exhibit A of the Agreement are hereby amended to provide herbicidal treatment with Sonar to eradicate the submerged *Eleocharis* plants within Lake 223, located within the boundaries of the District, as such additional maintenance services are set forth in the attached **Exhibit A**. As compensation for the Additional Services described in **Exhibit A**, the District shall remit an additional \$4,860.00 (Four Thousand Eight Hundred Sixty Dollars) to the Contractor, all in accordance with the terms of the Agreement.

SECTION 3. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees

and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Addendum.

SECTION 4. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. Except as described in Section 2 of this Addendum, nothing herein shall modify the rights and obligations of the parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, fees, costs, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

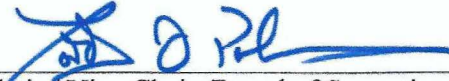
SECTION 5. AUTHORIZATION. The execution of this Addendum has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and each of the Parties have full power and authority to comply with the terms and provisions of this Addendum.

SECTION 6. EXECUTION IN COUNTERPARTS. This Addendum may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[Signatures on following page]

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

VIERA STEWARDSHIP DISTRICT



Chair / Vice Chair, Board of Supervisors

ECOR INDUSTRIES, INC., a Florida corporation



Print Name: Michael A. Garoust
Its: Vice President

Exhibit A: Additional Services

Exhibit A
Additional Services

QUOTE



INVOICE NO. QUOTE
DATE February 9, 2022
CUSTOMER ID VSD
EXPIRATION DATE

For Viera Stewardship District
2300 Glades Road Suite 410A
Boca Raton, FL 33431-7386

LOCATION	SALES PERSON	PROPOSAL	DOSAGE
Stonecrest - Lake 223	Mike	Submerged Eleocharis Control w/Sonar	40 PPB*

SITE	DESCRIPTION	SONAR AS (oz)	LINE TOTAL
Lake 223	7.93 surface acres @ 12' average depth (at NWL) for 95.16 acre-feet of volume. Eleocharis baldwinii (slender spikrush) mats targeted for eradication with Sonar dosing.	324.0	\$ 4,860.00

Whole lake dose with Sonar® at 40 ppb split into two applications (20 ppb @ 20 ppb) at 30-day intervals for the entire lake volume. Ecor will provide a one year re-treatment guarantee from the date of the initial dosage for any recurring hydrilla. Control may last longer, depending on reintroduction from wildlife, upstream sources, etc. Applications to be scheduled during the early spring of 2022.

SUBTOTAL	\$ 4,860.00
PAGE 1 TOTAL	\$ 4,860.00

THANK YOU FOR YOUR BUSINESS!

**VIERA
STEWARDSHIP DISTRICT**

9

VIERA STEWARDSHIP DISTRICT
VIERA WILDERNESS PARK – ANNUAL UTILIZATION PROGRAM CHECKLIST - FISCAL YEAR 2022/2023

6/3/2022 Draft

Responsible parties Viera Stewardship District (VSD) A. Duda & Sons, Inc. (ADS)		Notes 1) See narrative discussion in Section 4 of the VWP "Habitat Management Plan" (approved by Brevard County 12/15/2009) 2) See narrative discussion in Section 5 of the VWP "Habitat Management Plan - Individual Listed Species Considerations" 3) In accordance with FDACS approved Best Management Practices														
Management Unit: VSD Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity														
Fiscal year 2022/2023		<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 2px;">----- Peak Nesting Season -----</div> </div> <div style="display: flex; justify-content: space-around; align-items: center; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px;">----- Dry Season -----</div> </div> <p style="text-align: center; margin-top: 5px;">Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5</p>														
Resource Management Objectives		Initiated		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
4.1	Resource Protection and Conservation	VSD	ADS													
a	Conservation Planning															
	Conversion of habitat to improved pasture, turfgrass, range land, or wet prairie for caracara mitigation requirements (SHCP) in VWP Stage 2 K Pastures and I Pastures.	X														
	Continued conversion of approximately 600 acres of pasture and flatwoods to turfgrass in K-1W and K-1E		X													
	Consult VSD during AUP preparation and prior to Vegetation Management activities (see 4.3 below)		X													
Comments:		1) Supplemental Habitat Conversion Plan (SHCP) areas in K Pastures continuing. SHCP #2 = 163ac converting from rough to improved pasture. SHCP#3 = 58ac Converting from improved pasture to turf grass. SHCP #4 = 53ac maintained as rough pasture. In I Pasture SHCP #6 = 29 acres, conversion from forested to rough pasture. See 4.3b and 4.3c comments below. 2) Conversion to turfgrass to improve caracara foraging habitat and provide economic stability to VWP management. 3) Consultation with VSD and ADS occurred in conjunction with the completion of this "AUP Checklist"														

Management Unit: VSD Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity														
Fiscal year 2022/2023		<div style="text-align: center;"> ----- Peak Nesting Season ----- Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 ----- Dry Season ----- </div>														
	Resource Management Objectives	Initiated														
		VSD	ADS	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
b	Conservation Protection															
	Additional Conservation Easements to take effect	X														
Comments: Additional areas in Conservation District (CD) of VWP Stage 1 recorded in CE for Town Center, Adelaide, Neighborhood 9. Three burrowing owl areas recorded in CE. The bald eagle (BE33) CE that provided mitigation for the Adelaide eagle was recorded in FY2017/2018. Environmental easement for the VWP Stage 2 was recorded on October 2, 2019, and the Lake Andrew/Pineda Extension Conservation Easement was recorded on September 24, 2020. The current Stage 2 extent now includes all of Stage 2 and most of the historic Stage 3, including the CD near I-95 north of the 2 mile canal.																
c	Management Timing	X														
	Current Management Period	X														
	Conservation Easements granted	X	X	Conservation Easement granted by ADS to the VSD: VWP Stage 1 recorded on November 30, 2012. VWP Stage 2 recorded on October 2, 2019												
Comments: Continuing management period 3 for VWP Stage 1. Continuing management period 2 for VWP Stage 2.																
d	Management Units	X		In consultation with ADS management, VSD Management Units should roughly follow existing pasture boundaries												
		X		VWP Stage 1 (L-1 Pasture): 760.42 acres (see "VWP" Stage 1 Management map)												
	Conservation District	X		· Approximately 290 acre CD; south boundary = fence on south side of Perimeter canal; fence on west side of Bethel Slough												
	Rural District	X		· Approximately 470 acre RD; north boundary = fence on south side of Two-Mile; east boundary = fence along Powerlines												
		X		· VWP Stage 2 (I, J, K, E pastures/woods) CD & RD												
	Total	X														
Comments: BE 33 CE (7.85 acres) located in DI woods. Three Viera Burrowing Owl Preserves (VBOP): VBOP Area 1 (66.36 acres) located in I-2 , VBOP Area 2 (74.06 acres) located in J-1 West, and VBOP Area 3 located in the VWP Stage 1 (L-1 Pasture) (totaling 81.93 acres).																

Management Unit: VSD Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity														
Fiscal year 2022/2023		<div style="text-align: center;"> ----- Peak Nesting Season ----- Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 ----- Dry Season ----- </div>														
	Resource Management Objectives	Initiated	VSD	ADS	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
4.2	Prescribed Fire															
	Pre-nesting season observations		X													
	VSD confirmation as needed	X														
	Prepare burn plan		X													
	Burn		X													
	Add burn plan and burn information to Fire Log	X	X													
	Community education / information	X														
	Maintain Fire Log for inspection by the public ³	X														
Comments: 1) VWP Stage 1 roller chopping and prescribed fire to follow timber harvest in Supplemental Habitat Conversion Plan (SHCP) areas. 2) Burns anticipated in K2 and J4 woods (VWP Stage 2) and L1 woods (VWP Stage 1). Burns may be conducted at anytime of year, weather permitting, and in accordance with HMP nest survey criteria. 3) As burns are accomplished, ADS will update the necessary records in accordance with local, State, and federal requirements. A copy of these records will be provided to the VSD to maintain the requisite Fire Log. VSD to explore finding a burning contractor for burning - Start planning burns in 2022, start burns in 2023.																
4.3	Vegetation Management															
a	Invasive Exotic Plant Control															
	Herbicide application	X														
	Biological control	X														
	Mechanical methods (see 4.3c below)	X														
Comments: 1) Herbicide applications for cogongrass, climbing fern, and Brazilian pepper control to continue in VWP Stage 2 in FY 2022/2023. J4, K-3, and K-4 mechanical - now using mechanical mulching for Brazilian Pepper removal. Contractor to continue to spray cogon grass in Stage 2. Truck/ATV spray climbing fern in VWP Stage 2 in J4 Woods canals. Spray Brazilian Pepper in SHCP # 3, 4, and 6. Targeted spraying of exotic species in area by I-95 north of D-2N. Canals will be cleared of any plant congestion limiting flow. In 2023, mechanical management of Brazilian pepper and cogon spraying removal in E-1 and D-1 woods.																

Management Unit: VSD Stage 1 and Stage 2		Legend:													
Fiscal year 2022/2023		X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity													
Resource Management Objectives		Initiated		Peak Nesting Season			Dry Season								
		VSD	ADS	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
b	Timber Management														
	Cabbage palm harvest	X													
	Timber harvest														
	Canopy thinning														
Comments: 1) Cabbage palm harvest to be conducted during dry season at Manager's discretion in accordance with the Cocoa Ranch Caracara Procedure. Remove cabbage palm continue to allow pine regeneration in Conservation District and PCT in future.															
c	Mechanical Management (for improving desirable communities)														
	Mowing in 3 VBOPs if not sufficiently grazed		X												
	See Notes Page 1 - SHCP Roller chopping or Aeration		X												
	Seeding		X												
	Continued conversion of approximately 600 acres of pasture to turfgrass west and south of the Viera Weland Park (K-1W, K-1E, and K-3,4)		X												
Comments: 1) Roller chopping up to 250 acre SHCP to be conducted in FY 2020/2022 in VWP Stage 2 - see notes in Section 4.3.a. 2) Mulching and mechanical removal in J4, K-3, K-4, and SHCP # 3 ,4 ,and 6 of Brazilian Pepper and piles, roller chopping woods in E-1 and D-1 anticipated in 2022/23. 3) Viera Burrowing Owl Preserve (VBOP) 5 year monitoring is complete. The artificial burrows are not required to be kept open per the management plan (MP). The pasture around the VBOP should be managed for cattle production (grazing and rotation) to keep the grass low to benefit and attract burrowing owls to the mounds. If cattle rotation keeps the grass and dog-fennel low, then no mowing is needed at this time. The mounds/pastures in the VBOP will be mowed annually to keep dog-fennel low and improve the pasture for cattle.															
4.4 Hydrological Enhancement															
Applicable to Conservation District only															
	Wetland enhancement	X													
	Filling ditches	X													
Comments:															

Management Unit: VSD Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity														
Fiscal year 2022/2023		<div style="text-align: center;"> ----- Peak Nesting Season ----- Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 ----- Dry Season ----- </div>														
	Resource Management Objectives	Initiated														
		VSD	ADS	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
4.5	Cattle Grazing and Other Agricultural Practices															
a	Cattle Grazing and Management		X													
	Comments: .Continued improved pasture expansion in the VWP Stage 2 Rural Districts and SHCPs as needed to offset pasture lost in development areas.															
b	Swale maintenance - Outside of Owl nesting season	X														
	Ditch maintenance		X													
	Comments: Plow swales in Stage 1 to clean out. Survey for Burrowing owl to be conducted if pasture swales are cleaned during burrowing owl nesting Season.															
c	Sod Farming (bahia)		X													
	Comments: Bahia harvesting as conditions are favorable.Appropriate setbacks to be established if harvesting is proposed during the peak burrowing owl nesting season.															

Management Unit:		Legend:												
VSD Stage 1 and Stage 2		X	Responsible party (may change from year-to-year as management activities intensify)											
Fiscal year		"blank"	No action anticipated this year											
2022/2023		C	See attached Comment page/s:											
			<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>----- Peak Nesting Season -----</p> <p>Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5</p> <p>----- Dry Season -----</p> </div> <div style="width: 60%; text-align: center;"> <p>-----</p> </div> </div>											
Resource Management Objectives	Initiated		Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
	VSD	ADS												
4.6	Monitoring													
a	Prescribed Fire													
	Photo monitoring points (PMP)	X												
	Take pre/post burn photos N/S/E/W directions	X												
Comments: Eight photo monitoring points (PMP)'s are photographed in the VWP Stage 2 during annual monitoring.														
b	Hydrologic and Vegetative													
	Establish additional PMP's as required by permit	X												
	Take photos as required by permit	X												
Comments: 1) Monitor vegetation maintenance and burrow conditions of 3 VBOP areas and submit report to FWC. VBOP Monitoring shifted to spring during nesting season. VBOP MP reduces maintenance of artificial burrows and reporting after 5 years (last year)														
c	Crested Caracara													
	Cocoa Ranch Caracara Procedure		X											
Comments: Continuing implementation of Caracara Procedure														
d	Other Listed Species													
	Gopher tortoise	X												
	Sandhill crane	X												
	Burrowing owl	X												
	Bald eagle	X												
	Wood stork	X												
	Other	X												
Comments: Ongoing implementation of VWP Habitat Management Plan criteria. ADS to conduct observation for species during normal operations. VSD to perform other listed species monitoring if maintenance activities to be preformed during nesting seasons. New bald eagle nest located in VWP Stage 1 continues to appear active.														

Management Unit: VSD Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity														
Fiscal year 2022/2023		<div style="text-align: center;"> ----- Peak Nesting Season ----- Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 ----- Dry Season ----- </div>														
	Resource Management Objectives	Initiated	VSD	ADS	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
4.7	Operations															
a	Maintenance, Repair, and Improvement of Agricultural & Community Facilities															
	Fencing / Gates		X													
	Feed / mineral areas		X													
	Watering facilities		X													
	Canal Maintenance		X													
	Comments: Canal maintenance performed in accordance with the VSD/ADS Canal Maintenance Agreement. Maintain 5 large canals in E1/D1 woods. Maintain all canals & install culvert crossings in J4 woods. Creation of a ranch road from the 4 mile canal to the 2 mile canal through K-1E and K3,4 to replace access lost along powerline and into Village 2															
b	Administration															
	Supplemental personnel	X														
	HMP update every 2 years	X														
	Comments:															

Management Unit: VSD Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity														
Fiscal year 2022/2023		<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 2px;">----- Peak Nesting Season -----</div> </div> <div style="display: flex; justify-content: center; align-items: center; margin-top: 5px;"> Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 <div style="border: 1px solid black; padding: 2px;">----- Dry Season -----</div> </div>														
	Resource Management Objectives	Initiated	VSD	ADS	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
c	Wildlife Management															
	Nuisance animals (hog, coyote, armadillo)			X												
	Game population			X	Hunting in accordance with FWC seasons and regulations											
	Feed plot maintenance & planting			X												
	Annual hunting licensee renewal			X												
Comments: Ongoing hog hunting/trapping by ADS (or leasees).																
4.8	Funding		X													
4.9	Community Outreach and Collaboration		X		This is a Management Period III activity											
"Comment" pages attached: _____ ADS and _____ VSD																
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>1) Submitted by: _____, ADS Representative</p> <p>Signature: _____</p> </div> <div style="width: 35%;"> <p>Title: _____</p> <p>Dated: _____</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <p>2) Reviewed by: _____, VSD Environmental Professional</p> <p>Signature: _____</p> </div> <div style="width: 35%;"> <p>Title: Bill Lites</p> <p>Dated: _____</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <p>3) ADS confirmation: _____</p> <p>Signature: _____</p> </div> <div style="width: 35%;"> <p>Dated: _____</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <p>4) Approved by: _____, VSD Board Chair</p> <p>Signature: _____</p> </div> <div style="width: 35%;"> <p>Dated: _____</p> </div> </div>																

**VIERA
STEWARDSHIP DISTRICT**

10

**VIERA
STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2022**

**VIERA
STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2022**

	General Fund	Debt Service Fund Series 2021	Capital Projects Fund Series 2021	Total Governmental Funds
ASSETS				
Cash	\$ 476,311	\$ -	\$ -	\$ 476,311
Investments				
Reserve	-	660,753	-	660,753
Capitalized interest	-	1,626,860	-	1,626,860
Cost of issuance	-	2,552	-	2,552
Assessments receivable	998	-	-	998
Due from Landowner	251	-	-	251
Due from debt service fund	3,190	-	-	3,190
Total assets	<u>\$ 480,750</u>	<u>\$2,290,165</u>	<u>\$ -</u>	<u>\$ 2,770,915</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 217	\$ -	\$ -	\$ 217
Due to general fund	-	3,190	-	3,190
Total liabilities	<u>217</u>	<u>3,190</u>	<u>-</u>	<u>3,407</u>
DEFERRED INFLOWS OF RESOURCES				
Unearned revenue	46,338	-	-	46,338
Total deferred inflows of resources	<u>46,338</u>	<u>-</u>	<u>-</u>	<u>46,338</u>
Fund balances:				
Restricted for:				
Debt service	-	2,286,975	-	2,286,975
Unassigned	434,195	-	-	434,195
Total fund balances	<u>434,195</u>	<u>2,286,975</u>	<u>-</u>	<u>2,721,170</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 480,750</u>	<u>\$2,290,165</u>	<u>\$ -</u>	<u>\$ 2,770,915</u>

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 8,864	\$ 485,697	\$ 486,311	100%
Assessment levy: off-roll	9,268	64,873	94,656	69%
Interest	-	-	400	0%
Total revenues	<u>18,132</u>	<u>550,570</u>	<u>581,367</u>	95%
EXPENDITURES				
Professional & administrative				
Supervisors	-	431	1,699	25%
Management/recording/accounting	4,000	26,000	41,000	63%
Legal	1,189	21,416	30,000	71%
Engineering	-	839	10,000	8%
Ecologist	-	-	10,000	0%
Audit	-	-	3,700	0%
Dissemination agent	83	500	500	100%
Assessment roll preparation	417	2,500	-	N/A
Insurance	-	10,868	12,000	91%
Legal advertising	-	1,306	3,000	44%
Printing & binding	8	58	100	58%
Telephone	8	58	100	58%
Postage	3	3	250	1%
Annual special district fee	-	175	175	100%
Website hosting and maint	-	-	1,000	0%
Office supplies	-	-	100	0%
Other current charges	-	-	200	0%
Capital outlay	-	-	100	0%
Contingencies / bank charges	-	38	200	19%
Property appraiser	-	1,861	1,861	100%
Tax collector	177	9,718	10,131	96%
Total administrative	<u>5,885</u>	<u>75,771</u>	<u>126,116</u>	60%
Field Management Operations				
Field manager	417	2,917	-	N/A
Total field management operations	<u>417</u>	<u>2,917</u>	<u>-</u>	N/A
Maintenance -- Platted Lots/Subdivisions				
Aquatic weed control for drainage system	3,450	100,857	170,720	59%
PCT area maintenance	-	1,485	5,000	30%
Street lighting	8,080	55,339	104,000	53%
Subdivision contingency	-	-	3,000	0%
Total maintenance - platted lots/subdivisions	<u>11,530</u>	<u>157,681</u>	<u>282,720</u>	56%

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
Maintenance -- Environmental (District-wide)				
Aquatic weed control and maintenance for canals	8,600	26,950	137,495	20%
Inspections and miscellaneous work by ecologist	2,014	9,180	10,000	92%
Wetland/habitat maintenance in VWP, Stage 1	-	-	6,000	0%
Wetland/habitat maintenance in VWP, Stage 2	-	21,908	100,000	22%
Burrowing owl preserve and bald eagle conservation easement	-	-	9,500	0%
District-wide contingency	-	-	4,000	0%
Total maintenance - environmental (District-wide)	<u>10,614</u>	<u>58,038</u>	<u>266,995</u>	22%
Total expenditures	<u>28,446</u>	<u>294,407</u>	<u>675,831</u>	44%
 Excess/(deficiency) of revenues over/(under) expenditures	 (10,314)	 256,163	 (94,464)	
 OTHER FINANCING SOURCES				
Other financing sources	-	-	35,878	0%
Total other financing sources	<u>-</u>	<u>-</u>	<u>35,878</u>	0%
 Net change in fund balances	 (10,314)	 256,163	 (58,586)	
 Fund balances - beginning	 444,509	 178,032	 58,586	
Fund balances - ending	<u>\$ 434,195</u>	<u>\$ 434,195</u>	<u>\$ -</u>	

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED APRIL 30, 2022**

	Current Month	Year to Date
REVENUES		
Interest	\$ 11	\$ 58
Total revenues	11	58
EXPENDITURES		
Debt Service		
Underwriters discount	-	477,300
Cost of issuance	-	201,815
Total expenditures	-	679,115
 Excess/(deficiency) of revenues over/(under) expenditures	11	(679,057)
OTHER FINANCING SOURCES		
Net original issue premium	-	546,331
Receipt of bond proceeds	-	2,422,891
Total other financing sources	-	2,969,222
 Net change in fund balances	11	2,290,165
 Fund balances - beginning	2,286,964	(3,190)
Fund balances - ending	\$ 2,286,975	\$ 2,286,975

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED APRIL 30, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Capital outlay	-	<u>21,442,109</u>
Total expenditures	<u>-</u>	<u>21,442,109</u>
 Excess/(deficiency) of revenues over/(under) expenditures	-	(21,442,109)
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	<u>21,442,109</u>
Total other financing sources/(uses)	<u>-</u>	<u>21,442,109</u>
 Net change in fund balances	-	-
Fund balances - beginning	-	-
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>

**VIERA
STEWARDSHIP DISTRICT**

11A

Proposed Revisions to ADS (6-1-22):

Landscaping, Tree Protection and Land Clearing.

Definitions:

“Land Clearing means the removal or cutting down of vegetation, including trees, root-raking on any site parcel or lot; *provided however, that Land Clearing does not include 1) allowable mowing, trimming or pruning so as to maintain vegetation in a healthy, viable condition or 2) ecological management activities conducted within a designated PCT preservation area in accordance with provision 6 of the Land Clearing Performance Standards contained herein.*”

Land Clearing Performance Standards:

(6) PCT areas designated for preservation in accordance with the West Viera PUD Alternative Development Standards shall be managed pursuant to a habitat management plan prepared by a Recognized Knowledgeable Person (as defined in Chapter 62, Article XIII, Division 2 entitled Land Clearing, Landscaping and Tree Protection) to promote the conservation, protection and enhancement of PCT. Management practices allowed under such habitat management plan to conserve, protect and enhance PCT include mulching Understory, underbrushing, the removal of Vegetation (excluding PCT) below the thresholds described in provision 6 of the Landscape Performance Standards contained herein and any other management practice intended to mimic prescribed fire”.

**VIERA
STEWARDSHIP DISTRICT**

11B

VIERA STEWARDSHIP DISTRICT (VSD)

Work Authorization #8 Exhibit A
June 3, 2022

1. SCOPE OF SERVICES:

BSE Consultants, Inc. will prepare the statutory required analysis of the Stormwater Management System on behalf of the Viera Stewardship District (hereafter referred to as the “District”) which will include a report containing the information noted below:

1. A detailed description of the District’s stormwater management system and its facilities.
2. The number of current and projected residents served calculated in 5-year increments.
3. The current and projected service area for the stormwater management system.
4. The current and projected cost of providing stormwater management services calculated in 5-year increments. (The District will need to provide costs for maintenance and historical costs.)
5. The estimated remaining useful life of the stormwater management system and it’s facilities.
6. The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (The District will need to provide costs for maintenance and historical costs.)
7. The District’s plan to fund the maintenance or expansion of any stormwater management system, facility or major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the District expects to close an projected funding gap.

The report will be completed by and submitted to the District Manager in advance of the June 30, 2022 submittal deadline to Brevard County.

2. BASIS OF COMPENSATION:

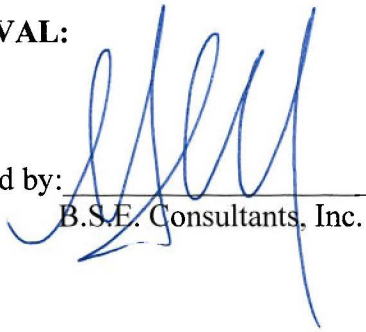
Lump Sum Fee of \$12,800.00 with reimbursable expenses (copies, mileage etc.) not included.

3. TIME OF PERFORMANCE:

Draft report to be completed within 15 days of authorization to proceed. Remaining services shall be provided as per required approval schedule.

4. **APPROVAL:**

Submitted by:



B.S.E. Consultants, Inc.

Date: June 3, 2022

Approved by: _____

Date: _____

SUPPLEMENTAL AGREEMENT NUMBER 8

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, _____, by and between:

Viera Stewardship District, a Public Corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "District"

AND

B.S.E. Consultants, Inc., 312 S. Harbor City Boulevard, Suite 4, Melbourne, Florida, a registered Florida Corporation, hereinafter referred to as "Engineer."

WHEREAS, on May 3, 2013, the District and the engineer entered into a Master Consultant Agreement and

WHEREAS, said agreement contemplated that the Scope of Services of said agreement would be supplemented at various times to authorize different services by the Engineer as well as other agents of the Engineer, and

WHEREAS, it is contemplated by the parties that when additional services are required of the engineer, supplemental agreements would be executed,

NOW WHEREFORE, in accordance with the above, the Master Consultant agreement is amended as follows:

SCOPE OF SERVICES

BSE Consultants, Inc. will prepare the statutory required analysis of the Stormwater Management System on behalf of the Viera Stewardship District (hereafter referred to as the "District") which will include a report containing the information noted below:

1. A detailed description of the District's stormwater management system and its facilities.
2. The number of current and projected residents served calculated in 5-year increments.
3. The current and projected service area for the stormwater management system.
4. The current and projected cost of providing stormwater management services calculated in 5-year increments. (The District will need to provide costs for maintenance and historical costs.)

5. The estimated remaining useful life of the stormwater management system and its facilities.
6. The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (The District will need to provide costs for maintenance and historical costs.)
7. The District's plan to fund the maintenance or expansion of any stormwater management system, facility or major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the District expects to close an projected funding gap.

The report will be completed by and submitted to the District Manager in advance of the June 30, 2022, submittal deadline to Brevard County.

COMPENSATION

Lump Sum Fee of \$12,800.00 with reimbursable expenses (copies, mileage etc.) not included.

Further, additional services by subcontractors will not be authorized by the Engineer without specific written approval by District. Subcontractors by others will be on a direct cost basis, and liaison and processing by the Engineer of these additional service contracts will be on a per diem basis.

AFFIRMATION OF PREVIOUS AGREEMENT

The parties hereto, through the execution of this document, while amending certain portions of the Master Consultant Agreement executed on May 3, 2013, hereby affirm all other portions of said Master Consultant Agreement.

**VIERA
STEWARDSHIP DISTRICT**

11EI



Reply To:

Government Center North
400 South Street 1F
Post Office Box 1119
Titusville, FL 32781-1119
Telephone 321 264-6740
Fax 321 264-6741

Viera Government Center
2725 Judge Fran Jamieson Way
Building C, Level 1
Post Office Box 410819
Melbourne, FL 32941-0819
Telephone 321 633-2124
Fax 321 633-2130

**South Brevard
Service Complex**
1515 Sarno Road
Melbourne, FL 32935
Telephone 321 255-4455
Fax 321 255-4401

**Palm Bay
Service Complex**
450 Cogan Drive, SE
Palm Bay, FL 32909
Telephone 321 952-6328
Fax 321 952-6332

TDD
321-454-6608

VOTER FRAUD HOTLINE
1-877-868-3737

April 18, 2022

Daphne Gillyard, Director of Admin. Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

RE: Cypress Bay West Community Development District
Deering Park Stewardship District
Emerald Lakes Community Development District
Viera Stewardship District

Dear Ms. Gillyard:

I am writing in response to your email request of April 9, 2022 requesting 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, 2022 are as follows:

Cypress Bay West Community Development District 0
Deering Park Stewardship District 0
Emerald Lakes Community Development District 0
Viera Stewardship District **4,933**

If you need any additional information, or have any questions, please feel free to contact me at 321/690-6833.

Kind regards,
Lori Scott
Lori Scott

LS/jem