

VIERA STEWARDSHIP DISTRICT

August 21, 2024

**BOARD OF SUPERVISORS
PUBLIC HEARING AND
REGULAR MEETING
AGENDA**

**VIERA
STEWARDSHIP DISTRICT**

**AGENDA
LETTER**

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

August 14, 2024

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 Public Hearing and Regular Meeting on August 21, 2024 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://us06web.zoom.us/j/89067601055?pwd=bvmUfm8BjmWYzXaAGtsl6CaMgU6POv.1> Meeting ID: 890 6760 1055, Passcode: 847076 or via conference call at 1-305-224-1968, Meeting ID: 890 6760 1055, Passcode: 847076. The agenda is as follows:

1. Call to Order
2. Roll Call
3. Public Comments (*limited to 3 minutes per person*)
4. Approval of June 19, 2024 Special Meeting Minutes
5. Public Hearing on Adoption of Fiscal Year 2024/2025 Budget
 - A. Proof/Affidavit of Publication
 - B. Engineer's Report
 - C. Consideration of Resolution 2024-03, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024 September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date
6. Consideration of Resolution 2024-04, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
7. Consideration of B.S.E. Consultants, Inc. Work Authorization 12
8. Consideration of Duda Ranches Proposal 04-950 for Canal Maintenance FY25

9. Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]
10. Consideration of Resolution 2024-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
11. Ratification Items
 - A. Helena Agri-Enterprises, LLC Master Ground Application Agreement
 - B. Brewer Paving & Development, LLC Agreement for Stormwater System Cleanout
 - C. The Viera Company Requisition Number 3 [\$15,762,564.82]
12. Acceptance of Unaudited Financial Statements as of June 30, 2024
13. Staff Reports
 - A. District Counsel: *Kilinski / Van Wyk PLLC*
 - B. District Engineer: *BSE Consultants Inc.*
 - C. Environmental Consultant: *Zev Cohen & Associates*
 - D. Community Association Manager: *Eva Rey*
 - E. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: TBD

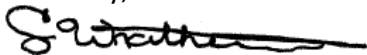
○ QUORUM CHECK

SEAT 1	AMY MITCHELL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
SEAT 2	TIFFANI BISSETT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
SEAT 3	TODD POKRYWA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
SEAT 4	CHRISTOPHER WRIGHT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
SEAT 5	CATHLEEN CONLEY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO

14. Board Members' Comments/Requests
15. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
District Manager

**VIERA
STEWARDSHIP DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
VIERA STEWARDSHIP DISTRICT**

The Board of Supervisors of the Viera Stewardship District held a Special Meeting on June 19, 2024 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://us06web.zoom.us/j/82602808838?pwd=qaRZSolmrhb97aqHn0MyjJsalmEOJs.1> or via conference call at 1-305-224-1968, Meeting ID: 826 0280 8838, Passcode: 555372 for both.

Present were:

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

Also present:

Craig Wrathell	District Manager
Ernesto Torres	Wrathell, Hunt and Associates, LLC
Jason Middleton	Wrathell, Hunt and Associates, LLC
Jennifer Kilinski (via phone/Zoom)	District Counsel
Hassan Kamal (via phone/Zoom)	District Engineer
Bill Lites (via phone/Zoom)	Zev Cohen & Associates, Inc. (ZCA)
Gaston Hayworth	ZCA
Ben Wilson	The Viera Company
Jay Decator	The Viera Company
Eva Rey (via phone/Zoom)	Community Manager
Paul Martell	Treasurer
Aaron Fontinel	Resident
Theodore Veet	Resident
Karen Esposito	

FIRST ORDER OF BUSINESS

Call to Order

Mr. Wrathell called the meeting to order at 9:30 a.m.

SECOND ORDER OF BUSINESS

Roll Call

Supervisors Pokrywa, Mitchell, Conley and Wright were present. Supervisor Bissett was absent.

THIRD ORDER OF BUSINESS

Public Comments (limited to 3 minutes per person)

- **VSD Retention Ponds #203 and #204**

Mr. Wrathell stated that residents Aaron Fontinel and Theodore Veet are present and previously expressed their concerns about specific retention ponds.

Mr. Kamal provided the following update:

- He reviewed the documents that were forwarded. Staff has been very helpful in providing updates and showing the status of the two lakes in question.

- He recently met with the contractor and its diver squad, reviewed a series of inter-connecting pipes that run between the lake system and discovered several locations that have a significant amount of silt buildup in the pipes. There were no blockages in the other pipes upstream, towards the north.

- Staff prepared an exhibit that shows the interconnection in Lakes #203 and #204; water from the larger system is not penetrating into those two smaller ponds because of the obstructions. A scope of work for cleaning the pipes and the structures within that system was prepared.

- Pricing was requested from the contractor for the specific work; vac-trucks will be used to pull the material out. A quote is expected by the end of next week.

- As soon as an estimate/quote is received, Staff will coordinate with District Management about the pricing and decide how to proceed.

- Because the exact location of the obstructions is isolated in the initial inspection, there were considerable cost-savings, with a minimum ½ day charge.

- Regarding the request and the Neighborhood Association recommendation to add sod along the two lakes, the expectation is that, once the obstructions are removed and the pipes are functioning properly, the lake levels will stabilize with the larger system.

➤ After the obstructions are removed, Staff will monitor the water levels and re-evaluate if any additional grading or sodding needs to be done in those areas.

➤ Staff asked the contractor for the price to also include minor re-grading around the flared end sections where pipes enter the lake and sodding of those areas, as some of those areas fluffed off during subsequent construction, which is how dirt infiltrated the end of the pipes.

➤ Staff anticipates, in addition to cleaning the pipes, having to pull some of the dirt back from those so they do not continue to silt up in the future.

➤ Staff's recommendation is to proceed with the work once a quote is received in the following week.

A Board Member thanked Mr. Kamal for his recommendations and Mr. Wrathell for providing the information to the District Engineer. He agreed with the need to clean the pipes and evaluate the stormwater function; however, in his opinion, it is clear, as it relates to all of the areas within neighborhoods, that the Neighborhood Association is responsible for the maintenance of the upland areas. He thinks the District's budget has been structured in such a fashion that the District is not responsible for maintaining the upland areas. He noted that the Declaration specifically states, in Section 7, that the drainage system is part of the Stewardship area and shall be maintained, operated and repaired by the District, in compliance with all terms and conditions set forth in the permit or permits issued with respect to the District drainage system or any portion thereof by the St. Johns River Water Management District (SJRWMD), notwithstanding the foregoing, the Neighborhood Association, if it owns the tract containing the lake, pond or water area shall be responsible for the maintenance of the upland portion of such area, located within the tract owned by the Neighborhood Association. So, the belief is that the District is responsible for the stormwater pipes and functioning of the stormwater system, the Neighborhood Association is responsible for the maintenance of the upland area and the District needs to be consistent across all areas that the District is responsible for because that is how everything was structured and how the budget was developed and applied.

98 Mr. Wrathell clarified that Mr. Kamal will address the drainage issues, not the land side.
99 He asked if a motion authorizing Mr. Kamal to take the next step is necessary.

100 Ms. Kilinski asked about the order of magnitude. Mr. Kamal stated he is unsure of the
101 cost. He guessed that it will be a lump sum price; however, some tasks might be billed hourly.
102 Once a quote is obtained, he will alert District Staff and the Chair for their review and approval
103 before proceeding.

104 Ms. Kilinski stated she does not anticipate another Board meeting until the budget
105 public hearing in August and asked if the Board is comfortable authorizing the Chair to proceed
106 between meetings, as long as the bid is reasonable. The contract is in place and this item would
107 be presented for ratification in August.

108 Mr. Fontinel stated he and Mr. Veet represent 39 other homeowners. He voiced his
109 belief that the as-builts for Ponds #203 and #204 are upstream from #205 and asked Mr. Kamal
110 to confirm that cleaning the pipes in #203 and #204 will cause water to drain into #205, if the
111 sod line in #203 and #204 is set up per code. If it is the responsibility of the HOA, he asked if,
112 once the project is completed, he should seek the Board's for permission to impose an
113 assessment on all the homes for the repairs if it was properly conveyed to the CDD at turnover.
114 Mr. Kamal stated the lakes are upstream; that system is interconnected with a series of
115 equalizing pipes and are all controlled by one control structure that is set at the same elevation.
116 So, anything hydraulically connected to that control structure is regulated by the elevation of
117 that structure. Currently, the water is not flowing back into the ponds because of the
118 obstructions. From a hydraulic standpoint, once those obstructions are removed, the water will
119 find its own level and level out with the other lakes. Regarding the original placement of the
120 sod, the requirements for construction of the lakes and prior to acceptance by both the owner
121 and the County, the minimum requirement is, plus the sod, the lake banks from the normal
122 water level up to the top of the bank. The reason so much slope is being exposed is because the
123 water levels are consistently lower in those lakes because of the obstructions. When the water
124 level returns to the control elevations, there will be less dirt exposed.

Mr. Veet asked if it will be homeowner's responsibility to take care of the grading around the pipes after they are cleaned, to prevent re-occurrence. Mr. Kamal stated the maintenance of the stormwater system will be part of the pipe-cleaning project.

On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor, authorizing the Chair to coordinate with District Staff and the District Engineer on the prospective repairs to VSD Retention Ponds #203 and #204, and authorizing the Chair to review and execute the contract for repairs, once a reasonable bid is secured, subject to ratification at the next meeting, was approved.

FOURTH ORDER OF BUSINESS

Approval of November 8, 2023 Special Meeting Minutes

The following changes were made:

Line 13: Delete "via phone/Zoom" after "Amy Mitchell"

Line 29: Change "Bumgar" to "Bumgarner" and insert "resident" after "Bumgarner"

Lines 67, 73 and 85: Change "Meridian" to "Stadium"

Line 170: Delete "in perpetuity"

On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, the November 8, 2023 Special Meeting Minutes, as amended, were approved.

FIFTH ORDER OF BUSINESS

Ratification Items

Mr. Wrathell presented the following:

- A. Ecor Industries, Inc. Sixteenth Amendment to Aquatic Maintenance Services Agreement**
- B. Thirteenth Modification and Amendment to Duda/District Canal System Drainage Easement**
- C. Brewer Paving & Development, LLC First Addendum to the Agreement Regarding Stormwater System Repair**

D. A Viera Wilderness Park – Annual Utilization Program Checklist – Fiscal Year 2024/2025

E. A. Duda & Sons, Inc. Amendment to the Master Agreement for Land and Habitat Management Services

F. A. Duda & Sons, Inc. Work Authorization No. 4 [Environmental Maintenance Services]

On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor, Ratification Items A through F; as listed and discussed, were ratified.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-01, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Brevard County Supervisor of Elections Conduct the District's General Elections; Providing for Compensation; Setting forth the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date

Mr. Wrathell stated the verbiage in Resolution 2024-01 references a Community Development District (CDD); however, the statutory citation should be for the Stewardship District (SD). The title can be amended at a later date. Seats 2 and 4, currently held by Supervisors Bissett and Wright, respectively, will be up for election at the November 2024 General Election.

On MOTION by Mr. Wright and seconded by Ms. Conley, with all in favor, Resolution 2024-01, as amended, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Brevard County Supervisor of Elections Conduct the District's General Elections; Providing for Compensation; Setting forth the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-02, Approving the Proposed Budget for Fiscal Year 2024/2025; Addressing Transmittal,

**Posting and Publication Requirements;
Addressing Severability; And Providing an
Effective Date**

**A. Presentation of Engineer's Report for O&M Assessments (to be presented at Budget
Adoption Hearing)**

Mr. Wrathell presented Resolution 2024-02. He reviewed the proposed Fiscal Year 2025 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes.

Mr. Wrathell will have "Supervisor Compensation" included as a discussion item on the August agenda.

The following changes were made to the proposed Fiscal Year 2025 budget:

"Property appraiser" line item: Increase from \$2,881 to \$3000

"Ecologist: monitoring & miscellaneous" line item: Increase from \$15,000 to \$18,000

"Contingency" line item: Reduce to offset the increase under "Property appraiser"

"Wetland/habitat maintenance VWP, Stage 1": Expand the textual description of the expenditure.

On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, Resolution 2024-02, Approving the Proposed Budget for Fiscal Year 2024/2025; Addressing Transmittal, Posting and Publication Requirements setting a Public Hearing on August 21, 2024 at 9:30 a.m., at The Viera Company, 7380 Murrell Road, Suite 201, Viera, Florida 32940, Addressing Severability; And Providing an Effective Date, as amended, was adopted.

EIGHTH ORDER OF BUSINESS

**Consideration Helena Agri-Enterprises, LLC
Master Ground Application Agreement**

Mr. Wrathell presented the Master Ground Application Agreement.

Mr. Lites stated the Agreement allows the District to contract with Helena Agri-Enterprises, LLC directly, as needed, to do work in the District, under the current budget.

On MOTION by Mr. Pokrywa and seconded by Mr. Wright, with all in favor, the Helena Agri-Enterprises, LLC Master Ground Application Agreement, was approved.

NINTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of April 30, 2024**

On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor, the Unaudited Financial Statements as of April 30, 2024, were accepted.

TENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kilinski | Van Wyk PLLC**

Ms. Kilinski reminded the Board Members to submit Form 1 electronically with the Commission on Ethics, rather than sending them to the local SOE office. The required four hours of ethics training must be completed by December 31, 2024.

Asked about a new bill that passed, Ms. Kilinski stated that a law recently passed that requires Special Districts to adopt goals and objectives on an annual basis. There is no guidance in the law about how to develop the goals and objectives; rather, the law simply states that they must be developed and recorded annually on District websites. Staff will circulate sample goals and objectives ahead of the August meeting.

Mr. Wrathell recommended keeping the goals and objectives as simple as possible.

B. District Engineer: BSE Consultants Inc.

Mr. Kamal reported the following:

➤ Annual pre-storm season inspections are underway and should be completed within the next few weeks. A summary report will be provided at a future meeting.

➤ Staff will coordinate to address any deficiencies that are identified.

C. Environmental Consultant: Zev Cohen & Associates

Mr. Lites reported the following:

➤ Staff is in its fourth year of maintaining and managing Stage 2 VWP and monitoring and reporting to the Army Corps of Engineers, which is where the mitigation comes from.

➤ Staff started organizing a burn, as part of the Habitat Management Plan, but the conditions were too dry so the team is waiting for the weather to humidify before proceeding with the burn.

D. Community Association Manager: Eva Rey

There was no report.

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

- **7,872 Registered Voters in District as of April 15, 2024**
- **NEXT MEETING DATE: TBD**
 - **QUORUM CHECK**

The next meeting will be held on August 21, 2024 at 9:30 a.m.

ELEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board comments or requests.

TWELFTH ORDER OF BUSINESS

Adjournment

<p>On MOTION by Ms. Conley and seconded by Ms. Mitchell, with all in favor, the meeting adjourned at 10:46 a.m.</p>
--

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

287

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291

292 _____
Secretary/Assistant Secretary

Chair/Vice Chair

**VIERA
STEWARDSHIP DISTRICT**

5A



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

AFFIDAVIT OF PUBLICATION

Daphne Gillyard
Attn: District Manager
Viera Stewardship District
2300 Glades RD
Suite 410W
Boca Raton FL 33431-7386

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

08/05/2024, 08/12/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/12/2024

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	\$568.72	
Tax Amount:	\$0.00	
Payment Cost:	\$568.72	
Order No:	10453392	# of Copies:
Customer No:	1127327	1
PO #:	Viera Board Mtg 8/21	

THIS IS NOT AN INVOICE!

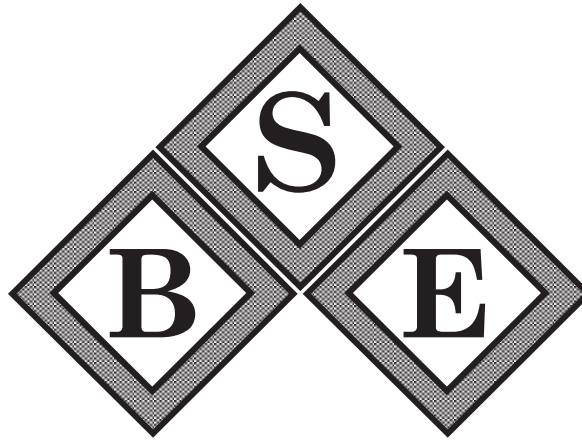
Please do not use this form for payment remittance.

ad# 10453392 8/17/24; 8/14/24
VIERA STEWARDSHIP DISTRICT
NOTICE OF PUBLIC HEARING
TO CONSIDER THE ADOPTION
OF THE FISCAL YEAR 2024/2025
BUDGET(S); AND NOTICE OF
REGULAR BOARD OF
SUPERVISORS' MEETING.
The Board of Supervisors ("Board")
of the Viera Stewardship District
("District") will hold a public hear-
ing on August 21, 2024, at 9:30 a.m.,
at The Viera Company, 7380 Murrell
Road, Suite 201, Viera, Florida 32940
for the purpose of hearing
comments and objections on the
adoption of the proposed budget(s)
("Proposed Budget") of the District
for the fiscal year beginning October
1, 2024, and ending September 30,
2025 ("Fiscal Year 2024/2025"). A
regular board meeting of the
District will also be held at that
time where the Board may consider
any other business that may prop-
erly come before it. A copy of the
agenda and Proposed Budget may
be obtained at the offices of the
District Manager, Wraithell, Hunt
and Associates, LLC, 2300 Glades
Road, Suite 410W, Boca Raton,
Florida 33431, (561) 571-0010
("District Manager's Office"),
during normal business hours, or by
visiting the District's website at
www.vierastewardshipdistrict.org.
Due to the restriction on the number
of people permitted in the meeting
room, the meeting will be limited to
physical attendance by Board
members only. The District fully
encourages public participation in a
safe and efficient manner; however,
any member of the public and staff
wishing to listen to or participate in
the Board meeting can do so by
logging into Zoom Video Communi-
cations via computer or smart
phone at
<https://us06web.zoom.us/j/89067601055?pwd=bnY1Ujlm8BpWYzXoAGts16cmQ1d0V1>
Meeting ID: 890 6760 1055, Passcode:
847076 or dial in telephonically at
(305) 224-1968 and enter the Meeting
ID: 890 6760 1055, Passcode 847076.
The public hearing and meeting are
open to the public and will be
conducted in accordance with the
provisions of Florida law. The public
hearing and meeting may be contin-
ued to a date, time, and place to be
specified on the record at the meet-
ing. There may be occasions when
Board Supervisors or District Staff
may participate by speaker tele-
phone.
Any person requiring special accom-
modations at this meeting because
of a disability or physical impair-
ment should contact the District
Manager's Office at least forty-eight
(48) hours prior to the meeting. If
you are hearing or speech impaired,
please contact the Florida Relay
Service by dialing 7-1-1, or 1-800-955-
8771 (TTY) / 1-800-955-8770 (Voice),
for aid in contacting the District
Manager's Office.
Each person who decides to appeal
any decision made by the Board
with respect to any matter consid-
ered at the public hearing or meet-
ing is advised that person will need
a record of 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
such appeal is to be based.
District Manager

NANCY HEYRMAN
Notary Public
State of Wisconsin

**VIERA
STEWARDSHIP DISTRICT**

5B



**VIERA STEWARDSHIP DISTRICT
ENGINEER'S REPORT
OPERATION AND MAINTENANCE ASSESSMENT
FY 2024-2025**

PREPARED FOR:

Board of Supervisors
Viera Stewardship District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

PREPARED BY:

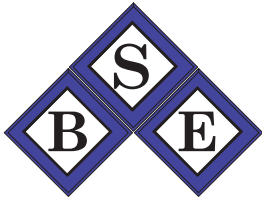
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite 4
Melbourne, FL 32901

August 2024
B.S.E. File #11198/11198.12

VIERA STEWARDSHIP DISTRICT

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A. Legal Description	
B. Location Map	



B.S.E. CONSULTANTS, INC.
Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.
President

Hassan Kamal, P.E.
Vice President

August 20, 2024

Via E-mail

Board of Supervisors
Viera Stewardship District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

**Re: *Viera Stewardship District Engineer's Report
Operation and Maintenance Assessment for the 2024-2025 Fiscal Year
BSE File #11198/11198.11***

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 2024-2025 fiscal year. This report has been prepared on behalf of the Viera Stewardship District (VSD) in connection with the preparation of the 2024-2025 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
11198/11198.12.corr.24-hk20427.june

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

Enclosures

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 2024-2025 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, Pangea Park, Aripeka, Laurasia, Crossmolina, Farallon Fields, The Landings

- **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. It's anticipated that an additional fifty five (55) stormwater facilities totaling approximately 183 acres (at normal water level) will be added to the system during 2024-2-25. No other maintenance or repairs are anticipated for fiscal year 2024-2025. The budgeted amount represents a monthly fee of \$24,729.00, for one hundred forty two (142) ponds for an annual fee of \$296,748.00.
- **PCT Area Maintenance of Natural Areas and VWP, Stage 2:** The District has contract with ECOR Industries and Tropic-Care for the maintenance of natural areas and PCT areas as summarized below:

Location/Description	Quarterly Cost	Annual Cost
Misc. Natural Areas	\$2,230.00	\$8,920.00
NW Adelaide	\$1,400.00	\$5,600.00
VWP Stage 2	\$1,250.00	\$5,000.00
Tropic-Care Hand Trimming (4 acres/year)		\$10,000.00
ECOR Chemical Spraying	\$8,845.00	\$35,380.00
Total		\$64,900.00

- **Street Lighting:** The District will be leasing streetlights from Florida Power & Light. Monthly lease and electrical costs are estimated to be \$226,500.00 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 2024-2025.

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 \$1,700.00 per treatment, or \$10,200.00 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 \$2,600.00 per quarter or \$10,400.00 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 \$138,095.00 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 of Villages 1 and 2 PCT areas and miscellaneous work at an estimated cost of \$13,000.00.
- **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 \$3,000.00 per week for forty-five (45) weeks, or \$135,000.00
 - Mowing/mulching and tractor spraying for cogon grass in the conservation district and the rural district at a cost of \$6,500.00 for two weeks, or \$13,000.00.
 - TOTAL: \$148,000.00
- **Maintenance of Burrowing Owl Preserve/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 \$8,500.00.
- **Conservation Area Fencing:** The District does not anticipate having to install any additional fencing around the conservation area during the 2024-2025 fiscal year.
- **Prescribed Fire:** The District anticipates completing Prescribed Fire Management activities on one quarter (±400 acres) of approximately 2,000 acre Conservation District, including pre-planning, site preparation and burn day support, at an estimated cost of \$64,500.00.
- **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 2024-2025.

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 2024-2025

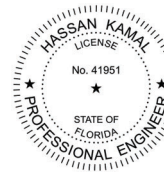
<u>Improvement</u>	<u>Ownership/Maintenance Entity</u>	<u>Estimated Actual Cost</u>
• Aquatic Weed Control; Strom Park, Reeling Park, Trasona, Kerrington, Loren Cove, Loren Cove South, Valencia, Seville, Sendero Cove, Bridgewater Drainage System, Pangea Park, Aripeka, Laurasia, Crossmolina, Farallon Fields, The Landings	VSD	\$296,748.00
• PCT Area Maintenance	VSD	\$ 64,900.00
• Street Lighting	VSD	\$226,500.00
• Subdivision Contingency	VSD	\$ 3,000.00
• Aquatic Weed Control for Canal	VSD	\$138,095.00
• District Ecologist	VSD	\$ 13,000.00
• Wetland/Habitat Maintenance in the VWP, Stage 1	VSD	\$ 6,000.00
• Wetland/Habitat Maintenance in the VWP, Stage 2	VSD	\$148,000.00
• Maintenance of Burrowing Owl Preserve/ Conservation Easement	VSD	\$ 8,500.00
• Prescribed Fire	VSD	\$ 64,500.00
• District-wide Contingency	VSD	<u>\$ 4,000.00</u>
<i>Total</i>		<i>\$973,243.00</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 2024-2025.

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.



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by Hassan Kamal
Date: 2024.08.20
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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.

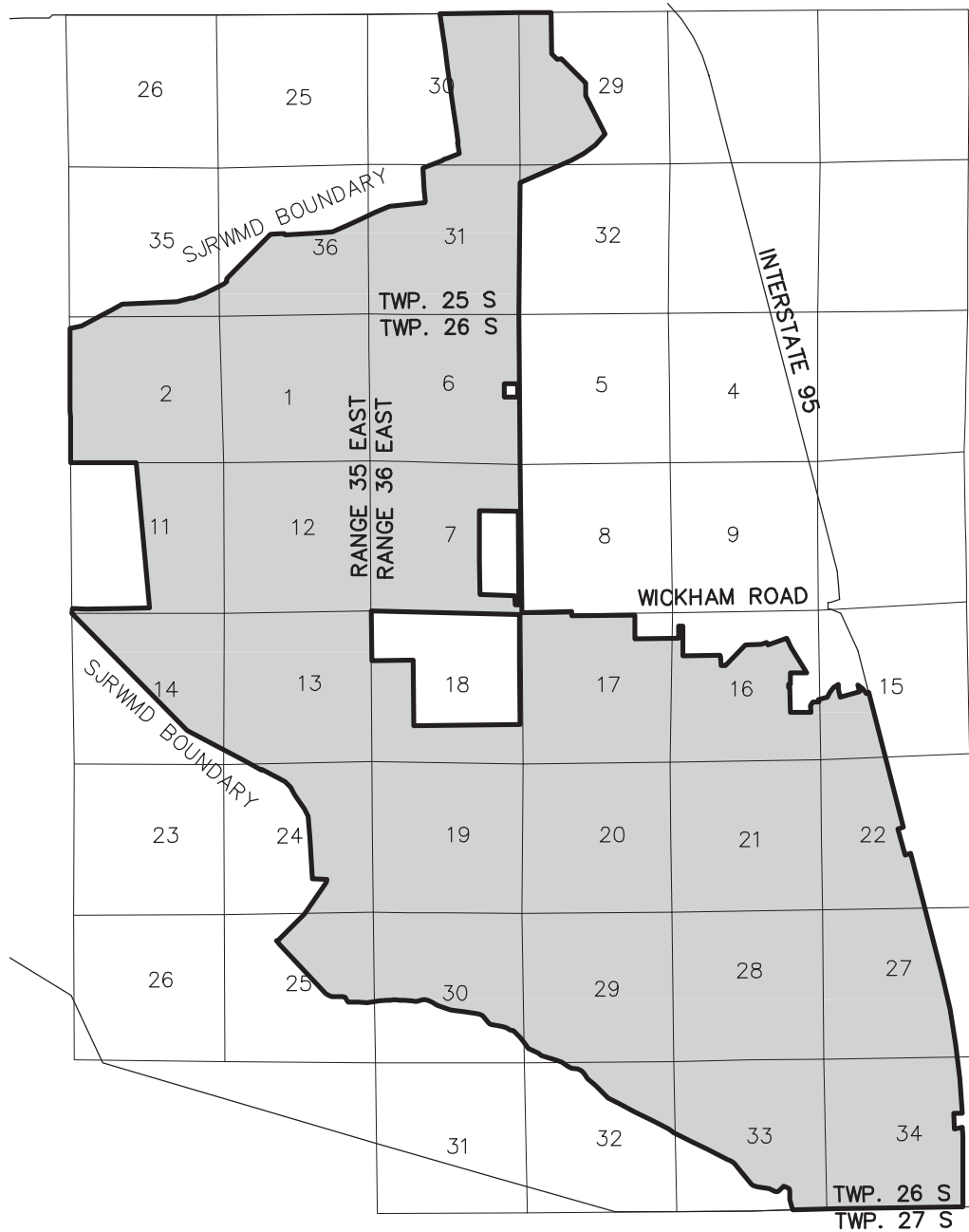
PARCEL 7

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**

5C

RESOLUTION 2024-03

THE ANNUAL APPROPRIATION RESOLUTION OF THE VIERA STEWARDSHIP DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Viera Stewardship District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 2006-360, Laws of Florida, as amended ("**Act**"); and

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in July 2024, submitted to the District's Board of Supervisors ("**Board**") the proposed budget(s) ("**Proposed Budget**") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**Fiscal Year 2024/2025**"), along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of the Act; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of the Act; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to the Act; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two (2) days before the public hearing; and

WHEREAS, the Act requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby said budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, has

considered any proposed amendments thereto, and approves the appropriations reflected in the Proposed Budget, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A”** as amended by the Board, if applicable, is hereby adopted in accordance with the provisions of the Act (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended (if applicable), shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Viera Stewardship District for the Fiscal Year Ending September 30, 2025.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2024/2025, the sum of \$4,290,938 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

GENERAL FUND	\$ 1,186,578
DEBT SERVICE FUND (SERIES 2021)	\$ 1,351,110
DEBT SERVICE FUND (SERIES 2023)	\$ 1,753,250
TOTAL ALL FUNDS	\$ 4,290,938

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2024/2025 or within sixty (60) days following the end of the Fiscal Year 2024/2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 21st DAY OF AUGUST 2024.

ATTEST:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: FY 2024/2025 Budget

Exhibit A: FY 2024/2025 Budget

**VIERA
STEWARDSHIP DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**VIERA
STEWARDSHIP DISTRICT
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**VIERA
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Assessment levy - gross	\$ 848,354				\$ 964,350
Allowable discounts	(33,934)				(38,574)
Assessment levy - net	814,420	\$ 798,398	\$ 16,022	\$ 814,420	925,776
Assessment levy - off-roll	124,917	62,459	62,458	124,917	93,436
Canal maintenance agreement Viera East CDD 1	9,989	-	9,989	9,989	9,990
Canal maintenance agreement Central Viera CA	26,482	-	26,482	26,482	26,482
Interest	1,000	300	200	500	500
Total revenues	976,809	861,157	115,151	976,308	1,056,184
EXPENDITURES					
Professional & administrative					
Supervisors	2,153	-	2,153	2,153	5,383
Management/recording/accounting	48,000	24,000	24,000	48,000	48,000
Legal	30,000	18,365	11,635	30,000	30,000
Engineering	10,000	-	7,500	7,500	10,000
Ecologist	10,000	12,526	5,500	18,026	15,000
Audit	6,700	-	6,700	6,700	6,700
Dissemination agent: series 2021	1,000	500	500	1,000	1,000
Dissemination agent: series 2023	1,000	500	500	1,000	1,000
DSF accounting: series 2021	5,000	2,500	2,500	5,000	5,000
DSF accounting: series 2023	5,000	2,500	2,500	5,000	5,000
Trustee: series 2021	5,000	4,246	-	4,246	5,000
Trustee: series 2023	5,000	-	5,000	5,000	5,000
Arbitrage rebate calculation: series 2021	500	-	500	500	500
Arbitrage rebate calculation: series 2023	500	-	500	500	500
Insurance	12,500	12,151	-	12,151	12,500
Legal advertising	3,000	228	1,700	1,928	3,000
Printing & binding	100	50	50	100	100
Telephone	100	50	50	100	100
Postage	250	66	184	250	250
Annual special district fee	175	175	-	175	175
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	-	210	210	210
Contingencies / bank charges	900	385	515	900	900
Property appraiser	2,881	2,914	-	2,914	3,091
Property taxes	-	87	-	87	-
Tax collector	16,967	15,944	-	15,944	19,287
Contingency	20,144	-	5,000	5,000	19,934
Total professional & administrative	187,785	97,892	77,197	175,089	198,335

**VIERA
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
Field Management Operations					
Field manager	10,000	-	-	-	10,000
O&M accounting	5,000	2,500	2,500	5,000	5,000
Total field management operations	15,000	2,500	2,500	5,000	15,000
Maintenance - Platted Lots/Subdivision					
Drainage system and ponds	208,448	104,164	104,284	208,448	296,748
Maintenance: PCT area, Natural & VWP Stage 2	5,000	1,485	3,515	5,000	64,900
Street lighting	144,320	84,356	82,000	166,356	226,500
Contingency: subdivision	3,000	-	3,000	3,000	3,000
Total maintenance - platted lots/subdivisions	360,768	190,005	192,799	382,804	591,148
Maintenance - Environmental (District-wide)					
Canals: aquatic weed control & maintenance	138,095	17,720	120,375	138,095	138,095
Ecologist: monitoring & miscellaneous	10,000	1,531	8,469	10,000	13,000
Wetland/habitat maintenance VWP, Stage 1	6,000	5,000	1,000	6,000	6,000
Wetland/habitat maintenance VWP, Stage 2	160,000	-	160,000	160,000	148,000
Burrowing owl easement maintenance	8,500	-	8,500	8,500	8,500
Prescribed fire	60,000	-	60,000	60,000	64,500
Contingency: district-wide	4,000	-	4,000	4,000	4,000
Canal repair	-	78,621	-	78,621	-
Total maintenance - environmental (District-wide)	386,595	102,872	362,344	386,595	382,095
Total expenditures	950,148	393,269	634,840	949,488	1,186,578
Excess/(deficiency) of revenues over/(under) expenditures	26,661	467,888	(519,689)	26,820	(130,394)
Fund balance - beginning (unaudited)	36,661	226,488	694,376	226,488	253,308
Fund balance - ending (projected)					
Assigned					
3 months working capital	-	-	-	-	122,914
Disaster	-	-	-	-	-
Unassigned	179,726	694,376	174,687	253,308	-
Fund balance - ending (projected)	<u>\$ 179,726</u>	<u>\$ 694,376</u>	<u>\$ 174,687</u>	<u>\$ 253,308</u>	<u>\$ 122,914</u>

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

EXPENDITURES

Professional and Administrative Services

Supervisors	\$ 5,383
Each supervisor shall be entitled to receive an amount not to exceed \$200 per board meeting, not to exceed \$4,800 per year per supervisor, or an annual amount established by the electors at a referendum.	
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	15,000
The District is required, pursuant to the Development Order, to retain and fund an independent environmental biologist or ecologist as a member of the District's staff, to provide independent scientific advice and recommendations regarding scientific issues that relate to the implementation of the Habitat Management Plan and the achievement of the goals and objectives of the Habitat Management Plan within the Viera Wilderness Park. Zev Cohen & Associates serves as the environmental professional.	
Audit	6,700
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. Berger, Tombs, Elam, Gaines & Frank conducts the District audit.	
Dissemination agent: series 2021	1,000
Dissemination agent: series 2023	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
DSF accounting: series 2023	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
Trustee: series 2023	5,000
US Bank National Association serves as Trustee, Paying Agent and Bond Registrar for the bonds.	

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

EXPENDITURES (continued)

Arbitrage rebate calculation: series 2021	500
Arbitrage rebate calculation: series 2023	500
Insurance	12,500
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
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 & maintenance	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	3,091
Monies due for roll maintenance	
Tax collector	19,287
Monies due for tax collections	
Contingency	19,934
Field Management Operations	
Field manager	10,000
The field manager is responsible for the day-to-day field operations. These responsibilities include, but are not limited to, preparing and bidding of services and commodities, contract administration, reviewing & coding invoices, preparation of and implementation of operating schedules and policies, ensuring compliance with all operating permits, prepare and implement field operating budgets, provide information/education to public regarding District programs and attends Board meetings.	
O&M accounting	5,000
Accounting activities related to the processing of payments to vendors, suppliers, and contractors related to field management operations.	
Maintenance - Platted Lots/Subdivision	
Drainage system and ponds	296,748
The District has a contract with ECOR Industries for maintenance of stormwater lakes for aquatic weed and hydrilla control and inspections. Fees for the maintenance of stormwater lakes for all current and anticipated ponds coming online in FY25 are \$24,729.00 per month for a total of \$296,748.00 annually.	

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

EXPENDITURES (continued)

Maintenance: PCT area, Natural & VWP Stage 2	64,900
<p>The District has a contract with ECOR Industries for maintenance of natural areas with quarterly fees of \$2,230 totaling \$8,920 annually, maintenance of natural areas in Adelaide (northwest corner) with quarterly fees of \$1,400 totaling \$5,600 annually, and maintenance of the VWP Stage 2 Natural Areas with quarterly fees of \$1,250 totaling \$5,000 annually. Hand trimming and thinning will be performed by ECOR Industries on the Preferred Cover Type (PCT) tree canopy area. Hand trimming, thinning, mechanical mulching will be performed by Tropic-Care approximately 4 acres per year in the PCT area, \$2,500 per acre totaling \$10,000. Chemical spraying will be performed by ECOR Industries on the PCT areas with quarterly fees of \$8,845 totaling \$35,380 annually. For a total amount \$64,900</p>	
Street lighting	226,500
<p>The District leases street lights from Florida Power & Light. Monthly lease and electrical costs are based on historical figures (525 existing streetlights) and projecting installation of Pangea Park PH 3 & 4, Aripeka PH 3 & 4, Laurasia Ph 2, Farallon Fields Ph 1 & 2, Crossmolina Ph 1, and Reeling Park North Ph 6 a total of 227.</p>	
Contingency: subdivision	3,000
<p>This category includes any unforeseen maintenance or expenses within platted lots not listed above that may be incurred within the fiscal year.</p>	
Maintenance - Environmental (District-wide)	
Canals: aquatic weed control & maintenance	138,095
<p>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 canals. Aquatic weed control of the Two Mile Canal provided by Ecor Industries on a quarterly basis at a fee of \$1,075 per quarter totaling \$4,300 annually. Nautique dosing in the Two Mile Canal provided by Ecor Industries on a bi-monthly basis at \$1,700 per treatment totaling \$10,200 annually. Quarterly mowing of the community canal in Strom Park provided by Tropic-Care of Florida at a fee of \$2,700 per quarter totaling \$10,800 annually. Quarterly mowing of the Adelaide north canal provided by Tropic-Care of Florida at a fee of \$2,600 per quarter totaling \$10,400 annually. Canal maintenance provided by A. Duda & Sons in the estimated amount of \$99,895. Contingency of \$2,500 for erosion, emergency repairs, and other mowing as needed. Per Canal Maintenance Agreement dated February 28, 2019, the Viera East CDD (10%), Central Viera Community Association (26.51%), and Viera Stewardship District (63.49%) cost share the \$99,985 canal maintenance service expense provided by A. Duda & Sons.</p>	
Ecologist: monitoring & miscellaneous	13,000
<p>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 mitigation area, and perform various inspections of Villages 1 and 2 PCT management areas. The District Ecologist will update the Preferred Cover Types (PCT) Management Plan on an annual basis and coordinate with contractors to perform land management of within the priority PCT habitats in Village 1 and 2. The District Ecologist also responds to miscellaneous requests for wildlife and tree management throughout the VSD on an as needed basis.</p>	
Wetland/habitat maintenance VWP, Stage 1	6,000
<p>Maintenance includes chemical application of exotic invasive species such as cogon grass and Brazilian pepper within the Conservation District. This will be provided by Helena Agri-Enterprises LLC as directed by the Environmental Professional (Zev Cohen & Associates, Inc.) Maintenance of the Viera Wilderness Park is prescribed in the Annual Utilization Program (AUP).</p>	

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

EXPENDITURES (continued)

Wetland/habitat maintenance VWP, Stage 2	148,000
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 \$3,000 per week for 45 weeks totaling \$135,000. Mowing/mulching and tractor spraying for cogon grass in the conservation district at a cost of \$6,500 for two weeks totaling \$13,000.	
Burrowing owl easement maintenance	8,500
The District anticipates having to maintain this preserve area for the following items:	
• 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 \$1,000.	
Prescribed fire	64,500
One quarter (approximately 400 acres) of the approximately 2,000 acre Conservation District will be burned each year for a 5 - year burn rotation. Services will include pre-planning, site preparation, and burn day support (approximately \$150/acre). Some coordination with ADS will be required for fire breaks and land management prior to burn days. Approximately 30 total miles of fire line disking at \$150/mile for a total of \$4,500, performed by ADS.	
Contingency: district-wide	4,000
This category includes any unforeseen maintenance or expenses within the District not listed above that may be incurred within the fiscal year.	
Total expenditures	<u><u>\$ 1,186,578</u></u>

**VIERA
STEWARDSHIP DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Assessment levy: on-roll	\$ 1,406,108				\$ 1,406,108
Allowable discounts (4%)	(56,244)				(56,244)
Net assessment levy - on-roll	1,349,864	\$ 1,346,623	\$ 3,241	\$ 1,349,864	1,349,864
Interest	-	30,291	-	30,291	-
Total revenues	1,349,864	1,376,914	3,241	1,380,155	1,349,864
EXPENDITURES					
Debt service					
Principal	490,000	-	490,000	490,000	500,000
Interest	834,258	417,129	417,129	834,258	822,988
Tax collector	28,122	26,426	-	26,426	28,122
Total expenditures	1,352,380	443,555	907,129	1,350,684	1,351,110
Excess/(deficiency) of revenues over/(under) expenditures	(2,516)	933,359	(903,888)	29,471	(1,246)
Fund balance:					
Net increase/(decrease) in fund balance	(2,516)	933,359	(935,875)	29,471	(1,246)
Beginning fund balance (unaudited)	1,108,983	1,137,954	(28,971)	1,137,954	1,167,425
Ending fund balance (projected)	<u>\$1,106,467</u>	<u>\$ 2,071,313</u>	<u>\$ (964,846)</u>	<u>\$ 1,167,425</u>	<u>1,166,179</u>
Use of fund balance:					
Debt service reserve account balance (required)					(660,753)
Interest expense - November 1, 2025					(405,744)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 99,682</u>

**VIERA
STEWARDSHIP DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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		16,109,280.00	39,974,280.00	

**VIERA
STEWARDSHIP DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2025**

	Fiscal Year 2024				
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2025
REVENUE					
Assessment levy - gross	\$ -				\$ 669,766
Allowable discounts (4%)	-				(26,791)
Assessment levy - net	-	\$ -	\$ -	\$ -	642,975
Assessment levy: off-roll	-	-	-	-	1,105,758
Interest	-	59,792	-	59,792	-
Total revenue	-	59,792	-	59,792	1,748,733
EXPENDITURES					
Debt service					
Principal	-	-	-	-	375,000
Interest	1,072,928	390,500	682,428	1,072,928	1,364,855
Cost of issuance	-	5,925	-	5,925	-
Total expenditures	1,072,928	396,425	682,428	1,078,853	1,739,855
Other fees & charges					
Property appraiser & tax collector	-	-	-	-	13,395
Transfer out	-	(13,501)	-	(13,501)	-
Total other fees & charges	-	(13,501)	-	(13,501)	13,395
Total expenditures	1,072,928	382,924	682,428	1,065,352	1,753,250
Net increase/(decrease) in fund balance	(1,072,928)	(323,132)	(682,428)	(1,005,560)	(4,517)
Beginning fund balance (unaudited)	2,623,026	2,657,996	2,334,864	2,657,996	1,652,436
Ending fund balance (projected)	<u>\$1,550,098</u>	<u>\$ 2,334,864</u>	<u>\$1,652,436</u>	<u>\$ 1,652,436</u>	1,647,919
Use of fund balance:					
Debt service reserve account balance (required)					(867,670)
Interest expense - November 1, 2025					(673,803)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 106,446</u>

**VIERA
STEWARDSHIP DISTRICT
SERIES 2023AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24			682,427.50	682,427.50	25,755,000.00
05/01/25	375,000.00	4.600%	682,427.50	1,057,427.50	25,380,000.00
11/01/25			673,802.50	673,802.50	25,380,000.00
05/01/26	395,000.00	4.600%	673,802.50	1,068,802.50	24,985,000.00
11/01/26			664,717.50	664,717.50	24,985,000.00
05/01/27	415,000.00	4.600%	664,717.50	1,079,717.50	24,570,000.00
11/01/27			655,172.50	655,172.50	24,570,000.00
05/01/28	435,000.00	4.600%	655,172.50	1,090,172.50	24,135,000.00
11/01/28			645,167.50	645,167.50	24,135,000.00
05/01/29	455,000.00	4.600%	645,167.50	1,100,167.50	23,680,000.00
11/01/29			634,702.50	634,702.50	23,680,000.00
05/01/30	475,000.00	4.600%	634,702.50	1,109,702.50	23,205,000.00
11/01/30			623,777.50	623,777.50	23,205,000.00
05/01/31	495,000.00	4.600%	623,777.50	1,118,777.50	22,710,000.00
11/01/31			612,392.50	612,392.50	22,710,000.00
05/01/32	520,000.00	4.600%	612,392.50	1,132,392.50	22,190,000.00
11/01/32			600,432.50	600,432.50	22,190,000.00
05/01/33	545,000.00	4.600%	600,432.50	1,145,432.50	21,645,000.00
11/01/33			587,897.50	587,897.50	21,645,000.00
05/01/34	570,000.00	5.300%	587,897.50	1,157,897.50	21,075,000.00
11/01/34			572,792.50	572,792.50	21,075,000.00
05/01/35	605,000.00	5.300%	572,792.50	1,177,792.50	20,470,000.00
11/01/35			556,760.00	556,760.00	20,470,000.00
05/01/36	635,000.00	5.300%	556,760.00	1,191,760.00	19,835,000.00
11/01/36			539,932.50	539,932.50	19,835,000.00
05/01/37	670,000.00	5.300%	539,932.50	1,209,932.50	19,165,000.00
11/01/37			522,177.50	522,177.50	19,165,000.00
05/01/38	705,000.00	5.300%	522,177.50	1,227,177.50	18,460,000.00
11/01/38			503,495.00	503,495.00	18,460,000.00
05/01/39	745,000.00	5.300%	503,495.00	1,248,495.00	17,715,000.00
11/01/39			483,752.50	483,752.50	17,715,000.00
05/01/40	785,000.00	5.300%	483,752.50	1,268,752.50	16,930,000.00
11/01/40			462,950.00	462,950.00	16,930,000.00
05/01/41	830,000.00	5.300%	462,950.00	1,292,950.00	16,100,000.00
11/01/41			440,955.00	440,955.00	16,100,000.00
05/01/42	875,000.00	5.300%	440,955.00	1,315,955.00	15,225,000.00
11/01/42			417,767.50	417,767.50	15,225,000.00
05/01/43	920,000.00	5.300%	417,767.50	1,337,767.50	14,305,000.00
11/01/43			393,387.50	393,387.50	14,305,000.00
05/01/44	975,000.00	5.500%	393,387.50	1,368,387.50	13,330,000.00
11/01/44			366,575.00	366,575.00	13,330,000.00
05/01/45	1,030,000.00	5.500%	366,575.00	1,396,575.00	12,300,000.00
11/01/45			338,250.00	338,250.00	12,300,000.00
05/01/46	1,085,000.00	5.500%	338,250.00	1,423,250.00	11,215,000.00

**VIERA
STEWARDSHIP DISTRICT
SERIES 2023AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/46			308,412.50	308,412.50	11,215,000.00
05/01/47	1,150,000.00	5.500%	308,412.50	1,458,412.50	10,065,000.00
11/01/47			276,787.50	276,787.50	10,065,000.00
05/01/48	1,210,000.00	5.500%	276,787.50	1,486,787.50	8,855,000.00
11/01/48			243,512.50	243,512.50	8,855,000.00
05/01/49	1,280,000.00	5.500%	243,512.50	1,523,512.50	7,575,000.00
11/01/49			208,312.50	208,312.50	7,575,000.00
05/01/50	1,355,000.00	5.500%	208,312.50	1,563,312.50	6,220,000.00
11/01/50			171,050.00	171,050.00	6,220,000.00
05/01/51	1,430,000.00	5.500%	171,050.00	1,601,050.00	4,790,000.00
11/01/51			131,725.00	131,725.00	4,790,000.00
05/01/52	1,510,000.00	5.500%	131,725.00	1,641,725.00	3,280,000.00
11/01/52			90,200.00	90,200.00	3,280,000.00
05/01/53	1,595,000.00	5.500%	90,200.00	1,685,200.00	1,685,000.00
11/01/53			46,337.50	46,337.50	1,685,000.00
05/01/54	1,685,000.00	5.500%	46,337.50	1,731,337.50	-
Total	25,755,000.00		27,984,172.68	53,739,172.68	

**VIERA
STEWARDSHIP DISTRICT
ASSESSMENT COMPARISON
ASSESSMENT SUMMARY
FISCAL YEAR 2025**

On-Roll Assessments (GF Only)

Number of Units	Number of Acres	Unit Type	Projected Fiscal Year 2025			FY 24 Assessment
			GF	DSF	GF & DSF	
4,185	181.21	Platted Residential	\$ 135.40	\$ -	\$ 135.40	\$ 135.40
		Platted Commercial	576.26	-	576.26	576.26
1,083		Platted SFD Series 2021 Bonds	135.40	999.90	1,135.30	1,135.30
206		Platted SFA Series 2021 Bonds	135.40	749.92	885.32	885.32
670		Platted SFD Series 2023 Bonds	135.40	999.65	1,135.05	n/a
54		Unplatted SFD Series 2021 Bonds	135.40	999.90	1,135.30	1,135.30
153		Unplatted SFA Series 2021 Bonds	135.40	749.92	885.32	885.32

Off-Roll Assessments

Number of Units	Number of Acres	Unit Type	Projected Fiscal Year 2025			FY 24 Assessment
			GF	DSF	GF & DSF	
	5,131.19	Undeveloped Land	\$ 12.73	-	\$ 12.73	\$ 12.73
221		Unplatted SFD 2023 Bonds	127.28	939.67	1,066.95	n/a

**VIERA
STEWARDSHIP DISTRICT**

6

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2024/2025; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Viera Stewardship District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 2006-360, Laws of Florida, as amended ("**Act**"), for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Brevard County, Florida ("**County**"); and

WHEREAS, the District has or anticipates providing certain operation, maintenance and environmental services in accordance with the Act; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"), attached hereto as **Exhibit "A"** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, the Act provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method

by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Viera Stewardship District ("**Assessment Roll**") attached to this Resolution as **Exhibit "B"** and incorporated as a material part of this Resolution by this reference, and to certify the related to certain developed property ("**Tax Roll Property**") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("**Direct Collect Property**"), all as set forth in **Exhibit "B"**; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits "A" and "B"**, is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to the Act, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits "A" and "B"**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. **Tax Roll Assessments.** The operations and maintenance special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits "A" and "B"**.
- B. **Direct Bill Assessments.** The operations and maintenance special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B"**. The operation and maintenance special assessments directly collected by the District are due in full on December 1, 2024; provided, however, that, to the extent permitted by law, the assessments are due on a prorated quarterly basis with 25% due on October 1, 2024,

25% due on January 1, 2025, 25% due on April 1, 2025, and 25% due on July 1, 2025 or an alternative schedule authorized by the District Manager. The debt service special assessments directly collected by the District are due 50% by October 1, 2024 and 50% by April 1, 2025. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2024/2025, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B"**, is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 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.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED THIS 21ST DAY OF AUGUST 2024.

ATTEST:

VIERA STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget

Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

**VIERA
STEWARDSHIP DISTRICT**

7

VIERA STEWARDSHIP DISTRICT (VSD)

Work Authorization 12 Exhibit A
June 27, 2024

1. SCOPE OF SERVICES:

Review of VSD maintenance requirements and preparation of an Engineer's Report identifying improvements to be monitored and development of budget estimated cost for such maintenance.

2. BASIS OF COMPENSATION:

Lump Sum Fee of \$1,400.00 exclusive of reimbursable expenses. Reimbursable expenses are not expected to exceed \$100.00.

3. TIME OF PERFORMANCE:

Draft report to be completed by July 15, 2024; Final report to be completed approximately two (2) weeks prior to the August 2024 Board Meeting. BSE will need the draft budget by July 1, 2024.

4. APPROVAL:

Submitted by: _____ Date: June 27, 2024
B.S.E. Consultants, Inc.

Approved by:  _____ Date: June 28, 2024

**VIERA
STEWARDSHIP DISTRICT**

8



10002 N. Wickham Road · Melbourne, FL 32940 · 321-757-7455

Proposal 04-950

Date: 8/12/24

Prepared by:

Stacy Mello
A. Duda & Sons, Inc
10002 N. Wickham Road
Melbourne, FL 32940
Phone: 407-365-2079 stacy.mello@duda.com

Prepared for:

Viera Stewardship District
2300 Glades Road Suite 410W
Boca Raton, FL 33431

Description: **Canal Maintenance FY25** - Removal of sediment on the 4 mile canal, 2 mile canal and Horseshoe canal. Aquatic weed control for all canals. Incidental activity - includes dirt and tree removal, herbicide treatments and mowing on canal embankments.

Description		Amount
1	Long reach excavator work to remove sediment in canals	\$69,030.00
2	Aerial aquatic weed control	\$21,000.00
3	Incidental	\$8,500.00
Subtotal:		\$98,530.00
Total Due:		\$98,530.00

Terms: Payment due annually as per A. Duda and Sons, Inc. fiscal schedule.

A. Duda & Sons, Inc.

10002 N. Wickham Road

Melbourne, FL 32940

Phone (321) 757-7455 Fax (321) 757-7672

INVOICE**DATE: 8/12/24****Invoice For:****CANAL MAINTENANCE SERVICES FISCAL YEAR 2023/2024**

Removal of canal sediment as needed.

Aquatic weed control in all canals.

Incidental activity - includes dirt and tree removal, herbicide treatments and mowing on canal embankments.

Description	Cost	
Long Reach Excavator and Operator - Remove canal sediment	\$	25,500.00
Aquatic Weed Control - Aerial applications of aquatic herbicides	\$	31,600.00
Incidental	\$	8,515.00
	TOTAL \$	65,615.00

**VIERA
STEWARDSHIP DISTRICT**

9



KILINSKI | VAN WYK

MEMORANDUM

To: Board of Supervisors; District Manager

From: Kilinski | Van Wyk PLLC

Date: June 2024

Re: Section 189.0694, *Florida Statutes* (Performance Measures and Standards Reporting)

The purpose of this memorandum is to provide you with additional information regarding new performance measures and standards reporting requirements for special districts. This new requirement was enacted during Florida's 2024 Legislative Session and was originally reported in our legislative newsletters. It has been codified as Section 189.0694, *Florida Statutes*, effective July 1, 2024.

What is required?

The new statute requires special districts (including community development districts) to establish goals and objectives for its programs and activities and performance measures and standards to determine if its goals and objectives have been achieved. The goals, objectives, and performance measures and standards must be established by **October 1, 2024**, or by the end of the first full fiscal year after a District's creation, whichever is later.

The new statute also requires annual reporting each **December 1** (beginning December 1, 2025) on whether the goals and objectives were achieved, which goals or objectives were not achieved, and what measures were used to make the determination.

Are there any mandated goals, objectives, or performance measures/standards?

No. The new statute allows a great deal of flexibility for special districts to adopt the goals, objectives, and performance measures and standards that fit their needs. It is likely that many special districts with similar activities and programs may adopt similar measures, but special districts may also add specialized measures if they wish. Attached is a potential starting point for development of these goals, objectives and performance measures/standards in **Attachment A**. If you have questions about the new legal requirements, please consult your Kilinski | Van Wyk attorney.

Text of the Bill: 189.0694 Special districts; performance measures and standards.

(1) Beginning October 1, 2024, or by the end of the first full fiscal year after its creation, whichever is later, each special district must establish goals and objectives for each program and activity undertaken by the district, as well as performance measures and standards to determine if the district's goals and objectives are being achieved.

(2) By December 1 of each year thereafter, each special district must publish an annual report on the district's website describing:

(a) The goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination.

(b) Any goals or objectives the district failed to achieve.

Exhibit A:

Goals, Objectives and Annual Reporting Form

Viera Stewardship District
Performance Measures/Standards & Annual Reporting
Form October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold regular Board of Supervisor meetings to conduct District-related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of eight board meetings were held during the Fiscal Year or more as may be necessary or required by local ordinance and establishment requirements.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in establishment documents using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to District website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, District website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Engineer or Field Management Site Inspections

Objective: Engineer or Operations Manager will conduct inspections to ensure safety and proper functioning of the District's infrastructure.

Measurement: Operations Manager and/or District Engineer visits were successfully completed per agreement as evidenced by Operations Manager and/or District Engineer's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within the applicable services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems as may be required by Indenture.

Measurement: A minimum of one inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems as may be required by the District's bond Indenture.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer as may be required by the District's bond Indenture.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by July 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before July 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on District website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the District website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the District website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the District's website.

Standard: District website contains 100% of the following information: Most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the District website for public inspection and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the District's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the District website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____

Date:_____

Print Name:_____

Viera Stewardship District

District Manager:_____

Date:_____

Print Name:_____

Viera Stewardship District

**VIERA
STEWARDSHIP DISTRICT**

10

RESOLUTION 2024-05

**A RESOLUTION OF THE VIERA STEWARDSHIP DISTRICT
DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR
MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR
FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Viera Stewardship District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2006-360, Laws of Florida (“Act”) and Chapter 189, *Florida Statutes*, being situated entirely within Brevard County, Florida; and

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2024/2025 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Brevard County.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 21st day of August, 2024.

Attest:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

**NOTICE OF MEETING SCHEDULE
VIERA STEWARDSHIP DISTRICT**

As required by Chapter 189, Florida Statutes, notice is being given that the Board of Supervisors of the Viera Stewardship District does not meet on a regular basis for Fiscal Year 2025 but will separately publish notice of meetings at least seven days prior to each Board meeting to include the date, time, and location of said meetings.

The meetings are open to the public and will be conducted in accordance with provisions of Florida law for Special Districts. The meetings may be continued to a date, time, and place, to be specified on the record at the meeting. A copy of the agendas for these meetings may be obtained from Wrathell, Hunt & Associates, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431, phone number 877-276-0889 ("District Office"). There may be occasions when one or more Supervisors or staff will participate by communication media technology.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager at 877-276-0889 at least two (2) days prior to the date of the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 800-955-8770 for aid in contacting the District Office at least two (2) days prior to the date of the meeting.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the meeting, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based.

Manager, Viera Stewardship District

**VIERA
STEWARDSHIP DISTRICT**

11A

MASTER GROUND APPLICATION AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of July 2024 (“Effective Date”), by and between:

VIERA STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2006-360, Laws of Florida, as amended, being situated in Brevard County, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”); and

HELENA AGRI-ENTERPRISES, LLC, a Delaware limited liability company authorized to do business in Florida, with a principal place of business at 225 Schilling Boulevard, Suite 300, Collierville, TN 38017 (“Helena”, together with District, “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, constructing, operating and/or maintaining certain improvements and environmental areas; and

WHEREAS, Helena is engaged in the manufacture and sale of, among other things, fertilizers and chemicals (the “Products”); and

WHEREAS, the District wishes to enter into this master agreement pursuant to which Helena may, upon written authorization, apply the Products to property owned or leased by the District or perform other related services as authorized by the District (together, the “Services”); and

WHEREAS, the District and Helena warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

SECTION 2. MANNER OF PERFORMANCE.

- A.** Helena shall undertake the Services only upon authorization in writing by the District and upon issuance of a separate work authorization signed by both Parties. All work performed by Helena for the District shall be subject to the terms of this Agreement. Helena agrees that the District shall not be liable for payment for any additional work or services unless the District authorizes Helena, in writing, to perform such work or services.

- B.** This Agreement grants to Helena the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Helena hereby agrees to comply with all applicable permits, laws, rules, and regulations.
- C.** Helena shall perform all Services in a neat and workmanlike manner and in accordance with industry standards and best practices. Helena shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, Helena shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- D.** Helena shall use all due care to protect the property of the District, its residents and landowners from damage. Helena agrees to repair any damage resulting from Helena's activities and work within twenty-four (24) hours, or within such longer time as directed by the District.
- E.** Helena shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, Helena shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Helena fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to Helena.
- F.** Helena is an independent contractor. Helena shall have sole authority as an independent contractor in dealing with its employees and shall be solely responsible for all necessary insurance payments (including workman's compensation, as required by Florida law), payroll taxes and other deductions, and the provision of various benefits to its staff. Helena is not, and agrees not to advertise nor hold itself out as, the agent or employee of the District. Helena shall have no power or authority to make any contracts for, or create any obligations or liability against the District. Notwithstanding the foregoing, Helena may use signage for identification as a contractor of District while on the District's property as may be required.
- G.** The safety of all persons employed by Helena shall be the sole responsibility of Helena. Helena and its employees shall at all times exercise the degree of skill and care appropriate for work under dangerous conditions. Helena represents that its employees have the background, experience and skills necessary to perform its obligations under this Agreement.

SECTION 3. COMPENSATION AND PAYMENT.

- A.** Compensation for the Services shall be as set forth in each work authorization. All payments shall be subject to Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*.

- B.** The District may require, as a condition precedent to making any payment to Helena, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Helena provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Helena, in a form satisfactory to the District, that any indebtedness of Helena, as to services to the District, has been paid and that Helena has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

- C.** Helena shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Helena shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Helena's performance under this Agreement, and Helena shall immediately discharge any such claim or lien. In the event that Helena does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 4. INSURANCE.

- A.** Helena shall maintain throughout the term of this Agreement the following insurance:
 - (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2)** Employer's Liability Coverage with limits of at least \$250,000 per accident or disease.
 - (3)** Commercial General Liability Insurance covering Helena's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (4)** Contractors Pollution Liability Insurance applicable to the work being performed, with a limit no less than \$1,000,000 per claim or

occurrence and \$2,000,000 aggregate per policy period of one year; together with \$300,000 Chemical Drift Coverage

- (5) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Helena of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- (i) The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Helena pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

- B. The District, its staff, consultants and supervisors shall be named as additional insured. Helena shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that the District will be notified of any change or termination within the policy periods of the insurance coverage, in accordance with policy provisions. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. For any claims related to this Agreement, Helena's insurance coverage shall be primary and non-contributory as respects the District, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents, or volunteers shall be excess of Helena's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- D. If Helena fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Helena shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 5. INDEMNIFICATION; LIMITATION ON GOVERNMENTAL LIABILITY.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Except to the extent caused by the gross negligence of the District, its

employees, agents, or contractors, Helena agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Helena, including litigation or any appellate proceedings with respect thereto.

- C. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

- D. The provisions of this section shall survive termination of this Agreement.

SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATION. Helena shall keep, observe, and perform all requirements of applicable permits and local, State, and Federal laws, rules, regulations, or ordinances, and in accordance with any applicable permits, including, without limitation, all legal requirements for the generation, handling, application, sale, storage, treatment, transportation and disposal of the Products. If Helena fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Helena or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 7. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Helena to perform under this Agreement shall be obtained and paid for by Helena.

SECTION 8. DEFAULT; CONTROLLING LAW AND VENUE; PROTECTION AGAINST THIRD -PARTY INTERFERENCE.

- A. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance.
- B. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this

Agreement.

- C. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.
- D. In the event that either the District or Helena is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- E. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Brevard County, Florida.

SECTION 9. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement. Notwithstanding the foregoing, neither the District nor Helena may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 10. TERMINATION. The District agrees that Helena may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Helena agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Helena. Either party shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Helena shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against Helena.

SECTION 11. AGREEMENT; AMENDMENTS. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 12. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties at the

addresses first set forth above.

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Helena may deliver Notices on behalf of the District and Helena. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth in this Agreement.

SECTION 13. COMPLIANCE WITH PUBLIC RECORDS LAWS. All records relating to this Agreement may be public records, and Helena agrees to comply with Florida law governing public records, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein by reference.

IF HELENA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO HELENA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [1 \(877\) 276-0889](tel:18772760889), INFO@VIERASTEWARDSHIPDISTRICT.ORG, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431

SECTION 14. E-VERIFY. Helena shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Helena 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 Helena has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, Helena represents that no public employer has terminated a contract with Helena under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 15. PUBLIC ENTITY CRIMES. Helena certifies, by acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provision of Section 287.133(2)(a), *Florida Statutes*.

SECTION 16. SCRUTINIZED COMPANIES. In accordance with Section 287.135, *Florida Statutes*, Helena represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism

Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Helena shall immediately notify the District. If Helena is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

SECTION 17. FOREIGN INFLUENCE. Helena understands that under Section 286.101, *Florida Statutes*, that Helena must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

SECTION 18. FORCE MAJEURE. Except for the payment of money, performance of any obligation under this Agreement may be suspended by either party without liability to the other party by promptly notifying the other party of the nature and estimated duration of the suspension period in the event of: Act of God, war, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, products, labor, containers or transportation facilities; compliance with governmental requests, laws, regulations, orders or actions; breakage or failure of machinery or apparatus; national defense requirements or any other event, whether or not of the class enumerated herein, beyond the reasonable control of such party; or in the event of labor trouble, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment); which event makes impracticable the performance of said obligation.

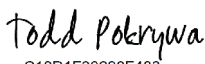
SECTION 19. MISCELLANEOUS.

- A. Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- B. Arm's Length Transaction.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- C. Counterparts.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.
- D. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.


- E. Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- F. Custom and Usage.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

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

VIERA STEWARDSHIP DISTRICT

DocuSigned by:

C18D1F30298F483...
Chairperson, Board of Supervisors
Date: 08/05/24

HELENA AGRI-ENTERPRISES, LLC

DocuSigned by:

By: _____
Print: Mes Boggs
Its: Branch Manager
Date: 08/05/24

**VIERA
STEWARDSHIP DISTRICT**

11B

**AGREEMENT BETWEEN THE VIERA STEWARDSHIP DISTRICT AND BREWER
PAVING & DEVELOPMENT, LLC
FOR STORMWATER SYSTEM CLEANOUT**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of July 2024, by and between:

VIERA STEWARDSHIP DISTRICT, a local unit of special-purpose government being situated in Brevard County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road #410W, Boca Raton, Florida 33431 (the “District”); and

BREWER PAVING & DEVELOPMENT, LLC, a Florida limited liability company, with a mailing address of 3190 Grissom Parkway, Cocoa, Florida 32926 (“Contractor”, together with District the “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 2006-360, Laws of Florida, as amended; and

WHEREAS, the District was established for the purpose, among of others, of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide stormwater system cleanout services; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide stormwater system cleanout services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

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

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

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

SECTION 2. DUTIES. The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto and as set forth herein, including:

- A. Contractor shall provide stormwater system cleanout services, as described in **Exhibit A**. The Services shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibit A**, including but not limited to, the cleanout and any related repair, construction, installation, and all materials reasonably necessary to realize stormwater clean out completion. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.
- B. Services shall commence upon execution by the Parties of this Agreement and be completed within fourteen (14) calendar days, unless otherwise agreed to in writing by the District in its sole discretion or terminated earlier in accordance with Section 13 herein.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement via platted and recorded easements, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations. Nothing herein shall grant access to private property.
- D. Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole reasonable determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to direct correction, terminate this Agreement or otherwise find a suitable replacement contractor and the District will only be responsible for payment of Services satisfactorily completed and for conforming materials actually incorporated into the Services.
- E. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to ensure completion of the Services.
- F. Contractor shall report directly to the District Engineer. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence coordination of repair, and actively prosecute such repair, of any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A.** The District shall pay to Contractor an amount equal to Contractor's total time spent completing the Services at the hourly rates identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Services pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of validly submitted invoices consistent with the District's Prompt Payment Policies and law. Invoices must include sufficient back up to verify the amounts being requested of the District. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.
- B.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Services provided by the Contractor pursuant to this Agreement shall be warranted for five (5) years from the date of acceptance of the Work by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's

discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowner's within the District.

SECTION 5. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- (4)** Excess (Umbrella) liability policy in excess of the limits set forth in the provisions above, in the amount of \$1,000,000.

B. The District, its officers, employees, staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, employees, staff, consultants, and supervisors, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the

Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement. However, neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 13. TERMINATION. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. Either terminating party shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to claims or

off-sets the District may have against the Contractor for failure to provide the Services and costs to obtain a replacement contractor.

SECTION 14. PERMITS AND LICENSES. Any permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor, if any.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 18. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 20. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District:

Viera Stewardship District
2300 Glades Road #410W
Boca Raton, Florida 33431
Attn: District Manager
torrese@whhassociates.com

With a copy to:

Kilinski Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
jennifer@cddlawyers.com

B. If to the Contractor:

Brewer Paving & Development, LLC
3190 Grissom Parkway
Cocoa, Florida 32926
Attn: Shane Brewer
shane@brewerpaving.com

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 21. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 22. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Brevard County, Florida.

SECTION 23. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the

District is the District Manager, **Daphne Gillyard** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, GILLYARDD@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD #410, BOCA RATON, FLORIDA 33431.

SECTION 24. PUBLIC ENTITY CRIMES. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provision of Section 287.133(2)(a), *Florida Statutes*.

SECTION 25. E-VERIFY. 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 Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 27. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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

VIERA STEWARDSHIP DISTRICT

Chairperson, Board of Supervisors

BREWER PAVING & DEVELOPMENT, LLC

By: _____
Print: _____
Its: _____

Exhibit A: Scope of Services

Exhibit A: Scope of Services



3190 Grissom Parkway, Cocoa, FL 32926 Phone: 321.636.4645 Fax: 321.636.4648
DBA & FDOT Certified Contractor - CUC# 1224133

July 18, 2024
ATTENTION: Hassan Kamal
Company **BSE**
Project **VSD- Quote**

Trasona Structure and Pipe Cleaning With Vac Truck

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>U/M</u>	<u>PRICE</u>	<u>TOTAL</u>
	Cleaning of structures and pipe with vac truck per BSE plan/exhibit	1	LS	\$45,930.50	\$45,930.50
	Brewer pipe crew (if needed)	12	Hrs	\$425.00	\$5,100.00
	Brewer superintendent	14	Hrs	\$ 150.00	\$ 2,100.00
				Total:	\$53,130.50

This quote covers the cleaning of the structures and pipes at Trasona.
Brewer will only charge for the hours/time worked.

If you have any questions regarding this change order, please contact our office at your convenience.

Respectfully Submitted,
Brewer Paving & Development, LLC
Shane Brewer

**VIERA
STEWARDSHIP DISTRICT**

11C

**REQUISITION – VIERA STEWARDSHIP DISTRICT
SERIES 2023 BONDS**

The undersigned, an Authorized Officer of Viera Stewardship District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of November 1, 2021 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Trust Indenture from the District to the Trustee, dated as of July 1, 2023 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 3

(B) Name of Payee: The Viera Company

(C) Amount Payable: **\$15,762,564.82**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable): Series 2023 Project Reimbursement (Remainder of Stadium Parkway Segment E reimbursable cost; Pineda Boulevard Segment E; Pineda Boulevard Segment F/G/H (Phases 1 and 3); Pineda Boulevard West Extension Segments F/G/H (Segment 2); Pineda Boulevard West Extension Segments F/G/H Work Product)

(E) Fund, Account or subaccount from which disbursement is to be made: Series 2023 Acquisition and Construction Account

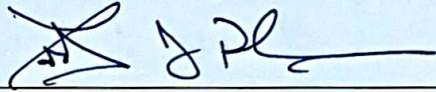
The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2023 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2023 Project and each represents a Cost of the Series 2023 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

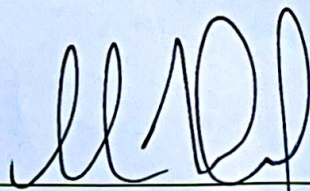
VIERA STEWARDSHIP DISTRICT

By: 

Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY**

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2023 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2023 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the Second Supplemental Trust Indenture, as such report shall have been amended or modified on the date hereof.

By: 

Consulting Engineer



THE
VIERA
COMPANY

Wire instructions for The Viera Company

Bank: Wells Fargo Bank
Address: 420 Montgomery Street
San Francisco, 94104
800-869-3557
ABA: 121000248
SWIFT: WFBUS6S
Acct Name: The Viera Company
Acct No. 9659481817





7380 Murrell Road, Suite 201 | Viera, Florida 32940
P: 321.242.1200 | F: 321.253.1800 | VIERA.com

October 27, 2023

VIA EMAIL

Mr. Craig Wrathell
Managing Member
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Email: wrathellc@whhassociates.com

Jennifer Kilinski, Esq.
Lauren Gentry, Esq.
Kilinski Van Wyk
2016 Delta Blvd., Suite 101
Tallahassee, FL 32303
Email: jennifer@cddlattorneys.com
lauren@cddlattorneys.com

Re: Viera Stewardship District 2023 Series Bonds: Second Reimbursement Request for Infrastructure Costs

Dear Craig, Jennifer and Lauren:

This letter replaces my letter to you dated October 27, 2023 regarding a reimbursement to The Viera Company ("TVC") by the Viera Stewardship District ("VSD") from proceeds received from the sale of the 2023 Series bonds issued by the VSD (the "**2023 Bond Proceeds**") for master infrastructure improvements completed by TVC to correct the reimbursement amount requested by TVC following your confirmation of the balance of 2023 Bond Proceeds today. This letter also supplements my July 10, 2023 letter to you relating to a prior reimbursement of \$6,669,231.00 from the 2023 Bond Proceeds. TVC has transferred the following infrastructure projects in Village 2 of the Viera DRI to the VSD that are eligible for reimbursement by the VSD from the 2023 Bond Proceeds:

PROJECT	COSTS SPENT BY TVC	DATE TRANSFERRED
Stadium Parkway Segment E	\$9,441,529.17 <i>*Note: \$6,669,231.00 reimbursed to TVC by VSD on 7-10-23 as noted above, so an unreimbursed balance of \$2,772,298.17.</i>	January 6, 2023
Pineda Boulevard Segment E	\$1,512,602.62	March 17, 2023
Pineda Boulevard Segment F/G/H (Phases 1 & 3)	\$7,695,767.40	October 26, 2023



7380 Murrell Road, Suite 201 | Viera, Florida 32940
P: 321.242.1200 | F: 321.253.1800 | VIERA.com

Pineda Boulevard West Extension Segments F/G/H – Segment 2	\$3,953,579.37	October 20, 2023
Pineda Boulevard West Extension Segments F/G/H Work Product	\$214,246.38	October 26, 2023
Total Costs:	\$22,817,724.94	
Total Unreimbursed Costs	\$16,148,493.94	

TVC requests that the VSD reimburse TVC for \$15,762,564.82 of the remaining unreimbursed costs of \$16,148,493.93 incurred by TVC relating to the above infrastructure projects. The balance of \$385,929.12 should be treated as a capital contribution by TVC to the VSD to be applied toward bond assessments due from the commercial properties within the property subject to the 2023 Series bonds. The enclosed chart summarizes this reimbursement request and capital contribution request. I have enclosed TVC's wire instructions for that reimbursement payment.

Feel free to contact me at (321) 242-1200, Ext 4501 or benjamin.wilson@duda.com in connection with this matter.

Sincerely,

The Viera Company

Benjamin E. Wilson
Associate Corporate Counsel

Enclosures

cc: Mr. Todd J. Pokrywa
Jay A. Decator, III, Esq.
Mr. Paul Martell
Mr. Shawn O'Keefe
Mr. Michael Arnold

X:\LEGAL_VC\VSD Turnovers\TVC Bond Reimbursement Requests Series 2023 Bonds)\TVC Letter #2 to VSD Regarding Series 2023 Bond Reimbursement on 10-27-2023.docx

The Viera Company Reimbursement Summary
Viera Stewardship District Series 2021 Bonds

CCN	Description	Initial Series 2021 Bond Construction Account Balance	Previously Reimbursed	Series 2021 Bond Construction Fund Interest	Series 2021 Bond Construction Fund Balance	Eligible Reimbursable Costs	Remaining Eligible Reimbursement Cost	Request for Reimbursement	Contribution in lieu of Reimbursement	Anticipated Reimbursement/Contribution Date
	Pineda Blvd. Four Lane Widening Seg C and D	\$ -	\$ -	\$ -	\$ -	\$ 2,993,396.02	\$ 2,993,396.02	\$ -	\$ 2,993,396.02	Nov. 2023

The Viera Company Reimbursement Summary
Viera Stewardship District Series 2023 Bonds

CCN	Description	Initial Series 2023 Bond Construction Account Balance	Previously Reimbursed	Series 2023 Bond Construction Fund Interest	Series 2023 Bond Construction Fund Balance	Eligible Reimbursable Costs	Remaining Eligible Reimbursement Cost	Request for Reimbursement	Contribution in lieu of Reimbursement	Reimbursement/Contribution Date
7579	Pineda Blvd. Seg E (Plus Add'l Widening)	*	\$ -	*	*	\$ 1,512,602.61	\$ 1,512,602.61	\$ 1,512,602.61		Nov. 2023
7580	Pineda Blvd. West Extension Seg F Phase 2 (Plus Add'l Widening)	*	\$ -	*	*	\$ 3,953,579.37	\$ 3,953,579.37	\$ 3,953,579.37		Nov. 2023
7581	Pineda Blvd. West Extension Seg G & H Phase 1 & 3 (Plus Add'l Widening)	*	\$ -	*	*	\$ 7,695,767.40	\$ 7,695,767.40	\$ 7,309,838.29	\$ 385,929.11	Nov. 2023
	Pineda Blvd. West Extension Segments F, G, & H Work Product	*	\$ -	*	*	\$ 214,246.38	\$ 214,246.38	\$ 214,246.38		Nov. 2023
7754 + 7782	STADIUM E Pineda to Pulte	*	\$ 6,669,231.00	*	*	\$ 9,441,529.17	\$ 2,772,298.17	\$ 2,772,298.17		Nov. 2023

Series 2023 Totals	\$ 22,208,641.33	\$ 6,669,231.00	\$ 223,154.49	\$ 15,762,564.82	\$ 22,817,724.93	\$ 16,148,493.93	\$ 15,762,564.82	\$ 385,929.11	Nov. 2023
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* Note: Unallocated available Series 2023 Bond Construction Funds

**VIERA
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**VIERA
STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2024**

**VIERA
STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2024**

	General Fund	Debt Service Fund Series 2021	Debt Service Fund Series 2023	Capital Projects Fund Series 2023	Total Governmental Funds
ASSETS					
Cash	\$ 594,417	\$ -	\$ -	\$ -	\$ 594,417
Investments					
Revenue	-	490,984	-	-	490,984
Reserve	-	660,753	867,670	-	1,528,423
Prepayment	-	-	10,971	-	10,971
Capitalized interest	-	41,951	772,483	-	814,434
Construction	-	-	171	44,381	44,552
Cost of issuance	-	2,762	-	-	2,762
Assessments receivable	998	-	-	-	998
Due from Landowner	251	-	-	-	251
Due from other	94,899	-	-	-	94,899
Total assets	<u>\$ 690,565</u>	<u>\$1,196,450</u>	<u>\$1,651,295</u>	<u>\$ 44,381</u>	<u>\$ 3,582,691</u>
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 218	\$ -	\$ -	\$ -	\$ 218
Total liabilities	<u>218</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>218</u>
DEFERRED INFLOWS OF RESOURCES					
Deferred receipts	72,943	-	-	-	72,943
Unearned revenue	<u>31,229</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>31,229</u>
Total deferred inflows of resources	<u>104,172</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>104,172</u>
Fund balances:					
Restricted for:					
Debt service	-	1,196,450	1,651,295	-	2,847,745
Capital projects	-	-	-	44,381	44,381
Unassigned	<u>586,175</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>586,175</u>
Total fund balances	<u>586,175</u>	<u>1,196,450</u>	<u>1,651,295</u>	<u>44,381</u>	<u>3,478,301</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 690,565</u>	<u>\$1,196,450</u>	<u>\$1,651,295</u>	<u>\$ 44,381</u>	<u>\$ 3,582,691</u>

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 1,899	\$ 819,672	\$ 814,420	101%
Assessment levy: off-roll	-	93,688	124,917	75%
Interest & miscellaneous	300	600	1,000	60%
Total revenues	<u>2,199</u>	<u>913,960</u>	<u>976,809</u>	94%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	2,153	0%
Management/recording/accounting	4,000	36,000	48,000	75%
Legal	1,086	20,599	30,000	69%
Engineering	-	399	10,000	4%
Ecologist	2,450	19,556	10,000	196%
Trustee	-	4,246	-	N/A
Audit	-	-	6,700	0%
Dissemination agent / series 2021	83	750	1,000	75%
Dissemination agent / series 2023	83	750	1,000	75%
DSF accounting / series 2021	417	3,750	5,000	75%
DSF accounting / series 2023	417	3,750	5,000	75%
Trustee / series 2021	-	-	5,000	0%
Trustee / series 2023	-	-	5,000	0%
Arbitrage rebate calculation / series 2021	-	-	500	0%
Arbitrage rebate calculation / series 2023	-	-	500	0%
Insurance	-	12,151	12,500	97%
Legal advertising	151	380	3,000	13%
Printing & binding	8	75	100	75%
Telephone	8	75	100	75%
Postage	13	79	250	32%
Annual special district fee	-	175	175	100%
Website hosting and maint	-	705	705	100%
Website ADA compliance	-	-	210	0%
Contingencies / bank charges	-	385	900	43%
Property appraiser	-	2,914	2,881	101%
Property Taxes	-	87	-	N/A
Tax collector	38	16,361	16,967	96%
Contingency	-	-	20,144	0%
Total administrative	<u>8,754</u>	<u>123,187</u>	<u>187,785</u>	66%
Field Management Operations				
Field manager	-	-	10,000	0%
O&M accounting	417	3,750	5,000	75%
Total field management operations	<u>417</u>	<u>3,750</u>	<u>15,000</u>	25%

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
Maintenance -- Platted Lots/Subdivisions				
Aquatic weed control for drainage system	19,054	159,666	208,448	77%
PCT area maintenance	-	3,170	5,000	63%
Street lighting	13,303	122,545	144,320	85%
Subdivision contingency	-	-	3,000	0%
Total maintenance - platted lots/subdivisions	<u>32,357</u>	<u>285,381</u>	<u>360,768</u>	79%
Maintenance -- Environmental (District-wide)				
Aquatic weed control and maintenance for canals	9,175	38,270	138,095	28%
Inspections and miscellaneous work by ecologist	-	3,640	10,000	36%
Wetland/habitat maintenance in VWP, Stage 1	-	5,000	6,000	83%
Wetland/habitat maintenance in VWP, Stage 2	2,400	16,423	160,000	10%
Canal Repair	-	78,621	-	N/A
Burrowing owl preserve and bald eagle conservation easement	-	-	8,500	0%
Prescribed Fire	-	-	60,000	0%
District-wide contingency	-	-	4,000	0%
Total maintenance - environmental (District-wide)	<u>11,575</u>	<u>141,954</u>	<u>386,595</u>	37%
 Total expenditures	<u>53,103</u>	<u>554,272</u>	<u>950,148</u>	58%
 Excess/(deficiency) of revenues over/(under) expenditures	(50,904)	359,688	26,661	
 Net change in fund balances	(50,904)	359,688	26,661	
 Fund balances - beginning	637,079	226,487	153,065	
Fund balances - ending	<u>\$ 586,175</u>	<u>\$ 586,175</u>	<u>\$ 179,726</u>	

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 3,147	\$ 1,358,568	\$ 1,349,864	101%
Interest	4,839	51,303	-	N/A
Total revenues	<u>7,986</u>	<u>1,409,871</u>	<u>1,349,864</u>	104%
EXPENDITURES				
Debt Service				
Principal	-	490,000	490,000	100%
Interest	-	834,258	834,258	100%
Total expenditures	<u>-</u>	<u>1,324,258</u>	<u>1,324,258</u>	100%
Other fees & charges				
Tax collector	62	27,117	28,122	96%
Total other fees & charges	<u>62</u>	<u>27,117</u>	<u>28,122</u>	96%
Total expenditures	<u>62</u>	<u>1,351,375</u>	<u>1,352,380</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	7,924	58,496	(2,516)	
Fund balances - beginning	<u>1,188,526</u>	<u>1,137,954</u>	<u>1,108,983</u>	
Fund balances - ending	<u>\$ 1,196,450</u>	<u>\$ 1,196,450</u>	<u>\$ 1,106,467</u>	

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023 BONDS
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Interest	\$ 6,867	\$ 85,656	-	N/A
Total revenues	6,867	85,656	-	N/A
EXPENDITURES				
Debt service				
Cost of issuance	-	5,925	1,072,928	1%
Interest	-	1,072,929	-	N/A
Total debt service	-	1,078,854	1,072,928	101%
Excess/(deficiency) of revenues over/(under) expenditures	6,867	(993,198)	(1,072,928)	93%
OTHER FINANCING SOURCES/(USES)				
Transfer out	-	(13,503)	-	N/A
Total other financing sources	-	(13,503)	-	N/A
Net change in fund balances	6,867	(1,006,701)	(1,072,928)	
Fund balances - beginning	1,644,428	2,657,996	2,623,026	
Fund balances - ending	<u>\$ 1,651,295</u>	<u>\$ 1,651,295</u>	<u>\$ 1,550,098</u>	

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year to Date
REVENUES		
Interest	\$ 185	\$ 160,335
Total revenues	<u>185</u>	<u>160,335</u>
EXPENDITURES		
Construction Costs	<u>-</u>	<u>15,762,564</u>
Total expenditures	<u>-</u>	<u>15,762,564</u>
OTHER FINANCING SOURCES/(USES)		
Transfers in	<u>-</u>	<u>13,503</u>
Total other financing sources/(uses)	<u>-</u>	<u>13,503</u>
Net increase/(decrease), fund balance	185	(15,588,726)
Beginning fund balance	44,196	15,633,107
Ending fund balance	<u>\$ 44,381</u>	<u>\$ 44,381</u>