

**VIERA
STEWARDSHIP
DISTRICT**

June 17, 2025

**BOARD OF SUPERVISORS
SPECIAL 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

June 10, 2025

Board of Supervisor
Viera Stewardship District

ATTENDEES:

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

Dear Board Members:

The Board of Supervisors of the Viera Stewardship District will hold a Special Meeting on June 17, 2025 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/84738724340?pwd=ab8GbpSTNGmm8lEQbpwjly4vidz4Eb.1> Meeting ID: 847 3872 4340, Passcode: 292619 or via conference call at 1-305-224-1968, Meeting ID: 847 3872 4340, Passcode: 292619. The agenda is as follows:

1. Call to Order
2. Roll Call
3. Public Comments *(limited to 3 minutes per person)*
4. Approval of August 21, 2024 Public Hearing and Regular Meeting Minutes
5. Administration of Oath of Office to Elected Supervisors [Karen Esposito - Seat 2, William Bumgarner - Seat 4] *(the following to be provided under separate cover)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
6. Consideration of Resolution 2025-01, Electing and Removing Officers of the District and Providing for an Effective Date
7. Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines & Frank

- A. Consideration of Resolution 2025-02, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023
- 8. Consideration of FY2026 Proposed Budget
 - A. Resolution 2025-03, Approving a Proposed Budget for Fiscal Year 2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date [No O&M Assessment Increase]
 - B. Resolution 2025-03, Approving a Proposed Budget for Fiscal Year 2026; Declaring Special Assessments to Fund the Proposed Budget Pursuant to Chapters 197 and/or 170, Florida Statutes; Setting Public Hearings; Addressing Publication; Addressing Severability; and Providing an Effective Date [O&M Assessment Increase]
- 9. Consideration of Resolution 2025-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
- 10. Consideration of Resolution 2025-05, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
- 11. Consideration of Partial Assignment and Assumption of Right-of-Way Use Agreement (West Viera)
- 12. Ratification Items
 - A. Duda & Sons, Inc. Work Authorizations
 - I. No. 2 [Canal Maintenance FY25]
 - II. No. 6 [Mechanical Brazilian Pepper Removal]
 - B. Ecor Industries, Inc. Seventeenth Amendment to Aquatic Maintenance Services Agreement
 - C. Florida Power and Light Company LED Lighting Agreements
 - I. Crossmolina Ph-1-WR 12771380
 - II. Farallon Fields PH 1 WR12834425
 - III. Farallon Fields PH 2 WR12834430
 - IV. Farallon Fields PH 3 WR12834432
 - D. Green Environmental Management, LLC First Amendment to Master Continuing Services Agreement for Viera Wilderness Park Prescribed Burns

- E. Tropic-Care of Florida, Inc. Work Authorization No. 1 [Strom Park VSD Preserve, Cut and Remove Dead Pine Trees \$2,125]
- F. Zev Cohen & Associates, Inc. Work Authorizations
 - I. #39 [FY2024/2025 Environmental Consulting Services]
 - II. #40 [Wetland/Habitat Maintenance in Viera Wilderness Park Stage 1 and Stage 2 (Oversee Targeted Spraying) Fiscal Year 2024/2025]
- G. Viera Wilderness Park – Annual Utilization Program Checklist – Fiscal Year 2025/2026

13. Acceptance of Unaudited Financial Statements as of April 30, 2025

14. 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*
 - 8,721 Registered Voters in District as of April 15, 2025
 - NEXT MEETING DATE: TBD

○ QUORUM CHECK

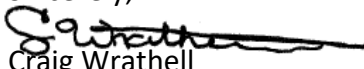
SEAT 1	AMY MITCHELL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
SEAT 2	KAREN ESPOSITO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
SEAT 3	TODD POKRYWA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> ZOOM/PHONE	<input type="checkbox"/> NO
SEAT 4	WILLIAM BUMGARNER	<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

15. Board Members' Comments/Requests

16. 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 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 were able to join at <https://us06web.zoom.us/j/89067601055?pwd=bvmUfm8BjmWYzXaAGts16CaMgU6POv.1> or via conference call at 1-305-224-1968, Meeting ID: 890 6760 1055, Passcode: 847076 for both.

Present:

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
Chris Loy (via phone/Zoom)	District Counsel
Lauren Gentry (via phone/Zoom)	Kilinski I Van Wyk PLLC
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
Karen Esposito	The Viera Company
Jay Decator	Consultant to the Viera Company
Eva Rey (via phone/Zoom)	Community Manager
Paul Martell	Treasurer
William Bumgartner (via phone/Zoom)	Resident

FIRST ORDER OF BUSINESS

Call to Order

Mr. Wrathell called the meeting to order at 9:35 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)**

No members of the public spoke.

FOURTH ORDER OF BUSINESS**Approval of June 19, 2024 Special Meeting Minutes**

The following changes were made:

Line 27: Change "The Viera Company" to "Consultant to the Viera Company"

Line 32: Insert "The Viera Company" after "Esposito"

Line 80: Change "A Board Member" to "Mr. Pokrywa"

Line 112: Delete "for" after "Board's"

On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, the June 19, 2024 Special Meeting Minutes, as amended, were approved.

FIFTH ORDER OF BUSINESS**Public Hearing on Adoption of Fiscal Year 2024/2025 Budget****A. Proof/Affidavit of Publication****B. Engineer's Report**

This item was included and addressed during the Thirteenth Order of Business.

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

Mr. Wrathell presented Resolution 2024-03. He reviewed the proposed Fiscal Year 2025 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes.

On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor, the Public Hearing was opened.

Resident William Bumgartner asked for an explanation of the assessment methodology reasoning to keep assessments flat for a time and the recent consensus to levy an assessment

increase for Fiscal Year 2025. Mr. Pokrywa stated the District was carrying fund balance that was used to keep the assessments flat, but the CDD does not anticipate continuing at the same level. Mr. Wrathell stated the verbiage in the Methodology clarifies how the assessments are applied; for instance, all the attached and detached single-family units have the exact same assessment of \$135.40. The good stewardship of the District, coupled with the success of the development project, and having excess fund balance, facilitated keeping the assessments flat over the years. Asked if keeping assessments flat will change next year, Mr. Wrathell stated as the District expands, additional Operation and Maintenance (O&M) expenses come online and the cost of doing business continues to increase so, at some point, the assessments will have to be adjusted to be more in line with reality.

Discussion ensued regarding the 2024 projections, fund balance, unforeseen repairs and taxes.

On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, the Public Hearing was closed.

On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor, 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, was adopted.

SIXTH ORDER OF BUSINESS

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

Mr. Wrathell presented Resolution 2024-04. Asked if there is a reason to adopt this Resolution every year, Mr. Wrathell stated the Resolution clarifies that the off-roll assessments will be billed in a timely manner as outlined in the budget.

On MOTION by Ms. Mitchell and seconded by Mr. Wright, with all in favor, 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, was adopted.

SEVENTH ORDER OF BUSINESS**Consideration of B.S.E. Consultants, Inc.
Work Authorization 12**

Mr. Wrathell presented B.S.E. Consultants, Inc. Work Authorization 12 for preparation of the annual Engineer's Report for the O&M assessment.

On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, B.S.E. Consultants, Inc. Work Authorization 12, was approved.

EIGHTH ORDER OF BUSINESS**Consideration of Duda Ranches Proposal
04-950 for Canal Maintenance FY25**

Mr. Wrathell presented Duda Ranches Proposal 04-950 for Canal Maintenance for Fiscal Year 25, in the amount of \$98,530.

On MOTION by Mr. Pokrywa and seconded by Mr. Wright, with all in favor, Duda Ranches Proposal 04-950 for Canal Maintenance for Fiscal Year 25, was approved.

NINTH ORDER OF BUSINESS**Consideration of Goals and Objectives
Reporting [HB7013 - Special Districts
Performance Measures and Standards
Reporting]**

Mr. Wrathell presented the Memorandum explaining the new requirement for special districts to develop goals and objectives annually and develop performance measures and standards to assess the achievement of the goals and objectives. Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability will be the key categories to focus on for Fiscal Year 2025. He presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

Mr. Wrathell discussed the delay of the annual audit and publishing a Request for Proposals (RFP) for a new auditor in the coming year. Mr. Martell suggested removing Goal 3.3 since the annual audit has yet to be completed.

Mr. Pokrywa suggested the following changes to the Performance Measures and Standards:

- Goal 3.3: Delete “timeliness of audit completion and publication” under “Measurement”
- Goal 1.1: Change “eight board meetings” to “two board meetings” under “Standard”

Asked if a goal related to estimating a potential assessment increase to homeowners on the tax rolls should be added, Mr. Wrathell stated it is not be necessary since the proposed budget with the proposed assessments is presented by July 15th for the next fiscal year.

On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, as amended, were approved.

TENTH ORDER OF BUSINESS

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

Mr. Wrathell presented Resolution 2024-05, which commemorates that meetings will be scheduled and advertised on an as-needed basis.

On MOTION by Mr. Pokrywa and seconded by Mr. Wright, with all in favor, 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, was adopted.

ELEVENTH ORDER OF BUSINESS

Ratification Items

A. Helena Agri-Enterprises, LLC Master Ground Application Agreement

Mr. Pokrywa stated the date on the first page of the Agreement is not filled in. It should be July 20, 2024, which differs from the August 5, 2024 signature page of the Agreement.

B. Brewer Paving & Development, LLC Agreement for Stormwater System Cleanout

Mr. Pokrywa stated the date at the top of the Agreement is not filled in and the Agreement in the agenda is an unsigned version.

C. The Viera Company Requisition Number 3 [\$15,762,564.82]

On MOTION by Mr. Wright and seconded by Mr. Wright, with all in favor, the Helena Agri-Enterprises, LLC Master Ground Application Agreement; the Brewer Paving & Development, LLC Agreement for Stormwater System Cleanout; and Viera Company Requisition Number 3, in the amount of \$15,762,564.82, were ratified.

TWELFTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of June 30, 2024**

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

THIRTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kilinski | Van Wyk PLLC

Mr. Loy stated a bill was passed wherein Board Supervisors must complete four hours of ethics training annually. Staff can provide ethics training courses at no cost. Ms. Gentry stated a course can be advertised as a workshop and Board Members could attend remotely.

B. District Engineer: BSE Consultants Inc.

Mr. Kamal reported the following:

- The annual drainage inspection was completed. Everything looks good; including all control structures and outfall pipes.
- The canals are in very good shape.
- Staff will document the inspection results and coordinate with Duda & Sons regarding the few areas that will need extra attention for the next inspection.

Mr. Wrathell requested Board approval of the Engineer's Report prepared by Mr. Hassan, which is included in behind Tab B of the Fifth Order of Business.

On MOTION by Mr. Pokrywa and seconded by Ms. Mitchell, with all in favor, the Engineer's Report dated August 2024, was approved.

➤ Staff obtained a final pricing estimate for cleanout of the stormwater pipe and is coordinating with the contractor.

C. Environmental Consultant: Zev Cohen & Associates

Mr. Lites stated the prescribed burns that were previously scheduled will be postponed to next fiscal year in the winter/spring months when there are predictable winds. The \$60,000 budgeted could be added to fund balance.

D. Community Association Manager: Eva Rey

There was no report.

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

Mr. Wrathell asked for a motion authorizing the Board Members to receive the allowable Supervisor compensation. He stated Mr. Pokrywa previously declined compensation.

On MOTION by Mr. Wright and seconded by Ms. Mitchell, with all in favor, acceptance of Board Member compensation by those who wish to receive it, was approved.

Mr. Wrathell stated Staff might need to schedule a meeting to select a new Auditor. He asked for a motion to appoint the Board as the Audit Selection Committee.

On MOTION by Mr. Pokrywa and seconded by Mr. Wright, with all in favor, designating the Board as the Audit Selection Committee, was approved.

- **NEXT MEETING DATE: TBD**
 - **QUORUM CHECK**

FOURTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board comments or requests.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Wright and seconded by Ms. Conley, with all in favor, the meeting adjourned at 10:32 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

**VIERA
STEWARDSHIP DISTRICT**

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**VIERA STEWARDSHIP DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF VIERA STEWARDSHIP DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA

COUNTY OF _____

The foregoing oath was administered before me before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Viera Stewardship District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street

Phone

Fax

City, State, Zip

Email Address

**VIERA
STEWARDSHIP DISTRICT**

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RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT 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 189, Florida Statutes, and pursuant to Chapter 2006-360, Laws of Florida, as amended, and situated entirely within Brevard County, Florida; and

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective June 17, 2025:

_____	is elected Chair
_____	is elected Vice Chair
_____	is elected Assistant Secretary
_____	is elected Assistant Secretary
_____	is elected Assistant Secretary
<u>Felix Rodriguez</u>	is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of June 17, 2025:

<u>Tiffani Bissett</u>	<u>Assistant Secretary</u>
<u>Christopher Wright</u>	<u>Assistant Secretary</u>
_____	_____

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Cathleen Conley is Secretary

Craig Wrathell is Assistant Secretary

Ernesto Torres is Assistant Secretary

Paul Martell is Treasurer

Craig Wrathell is Assistant Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 17TH DAY OF JUNE, 2025.

ATTEST:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**VIERA
STEWARDSHIP DISTRICT**

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Viera Stewardship District
ANNUAL FINANCIAL REPORT
September 30, 2023

Viera Stewardship District
ANNUAL FINANCIAL REPORT

September 30, 2023

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Viera Stewardship District
Brevard County, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of Viera Stewardship District (the "District"), as of and for the year ended September 30, 2023, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Viera Stewardship District as of September 30, 2023, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



To the Board of Supervisors
Viera Stewardship District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



To the Board of Supervisors
Viera Stewardship District

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated December 13, 2024 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Viera Stewardship District's internal control over financial reporting and compliance.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

December 13, 2024

Viera Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023

Management's discussion and analysis of Viera Stewardship District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Viera Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities of the District are included. The **statement of activities** includes depreciation on all long-lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as special assessment bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, a reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2023.

- ◆ The District's total assets were exceeded by total liabilities by \$(21,908,442) (net position). Unrestricted net position for Governmental Activities was \$(5,474,998). Net investment in capital assets for Governmental Activities was \$(16,433,444).
- ◆ Governmental activities revenues totaled \$920,868 while governmental activities expenses totaled \$2,595,169.

**Viera Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2023	2022
Current assets	\$ 243,432	\$ 217,600
Restricted assets	19,432,246	1,920,827
Capital assets	9,066,857	2,402,276
Total Assets	<u>28,742,535</u>	<u>4,540,703</u>
Current liabilities	1,179,404	378,709
Non-Current liabilities	49,471,573	24,396,135
Total Liabilities	<u>50,650,977</u>	<u>24,774,844</u>
Net position-net investment in capital assets	(16,433,444)	116,499
Net position-unrestricted	<u>(5,474,998)</u>	<u>(20,350,640)</u>
Total Net Position	<u>\$ (21,908,442)</u>	<u>\$ (20,234,141)</u>

The increase in restricted assets is related to the issuance of new long-term debt in the current year.

The increase in capital assets is related to the capital project in the current year.

The increase in current liabilities and the increase in non-current liabilities are related to the issuance of long-term debt in the current year.

The change in net investment in capital assets is mainly related to the additional debt in the current year.

**Viera Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	<u>2023</u>	<u>2022</u>
Program Revenues		
Charges for services	\$ 754,867	\$ 599,095
General Revenues		
Intergovernmental revenues	-	46,462
Miscellaneous revenues	1,799	27,382
Investment earnings	164,202	6,136
Total Revenues	<u>920,868</u>	<u>679,075</u>
Expenses		
General government	128,784	114,494
Physical environment	591,978	551,440
Interest and other charges	1,874,407	1,386,942
Total Expenses	<u>2,595,169</u>	<u>2,052,876</u>
Change in Net Position	(1,674,301)	(1,373,801)
Net Position - Beginning of Year	<u>(20,234,141)</u>	<u>(18,860,340)</u>
Net Position - End of Year	<u><u>\$ (21,908,442)</u></u>	<u><u>\$ (20,234,141)</u></u>

The increase in charges for services was related to a budgeted increase in special assessments.

The increase in physical environment is mainly related to the increase in aquatic weed control and streetlight expenses in the current year.

The increase in interest and other charges is related to the issuance of long-term debt in the current year.

**Viera Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2023 and 2022.

Description	Governmental Activities	
	2023	2022
Construction in progress	\$ 8,967,652	\$ 2,298,421
Infrastructure	139,505	139,505
Accumulated depreciation	<u>(40,300)</u>	<u>(35,650)</u>
Total Capital Assets (Net)	<u>\$ 9,066,857</u>	<u>\$ 2,402,276</u>

During the year, depreciation totaled \$4,650 and additions to construction in progress were \$6,669,231.

General Fund Budgetary Highlights

The budget exceeded actual governmental expenditures primarily because contingencies and streetlight expenditures were less than anticipated.

The September 30, 2023 budget was not amended.

Debt Management

Governmental Activities debt includes the following:

- ◆ In November 2021, the District issued \$23,865,000 Special Assessment Revenue Bonds, Series 2021. The Bonds were issued to finance the cost of acquisition, installation, and equipping of a portion of the 2021 Project. As of September 30, 2023, the balance outstanding was \$23,865,000.
- ◆ In June 2023, the District issued \$25,755,000 Special Assessment Revenue Bonds, Series 2023. The Bonds were issued to finance the cost of acquisition, installation, and equipping of a portion of the 2023 Project. As of September 30, 2023, the balance outstanding was \$25,755,000.

**Viera Stewardship District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Economic Factors and Next Year's Budget

Viera Stewardship District will continue to construct the Series 2023 project. The District does not expect any other economic factors to have any significant effect on the financial position of operations of the District in fiscal year 2024.

Request for Information

The financial report is designed to provide a general overview of Viera Stewardship District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Viera Stewardship District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

Viera Stewardship District
STATEMENT OF NET POSITION
September 30, 2023

	Governmental Activities
ASSETS	
Current Assets:	
Cash	\$ 178,270
Assessments receivable	998
Due from developer	251
Due from other governments	19,980
Due from others	31,782
Prepaid expenses	12,151
Total Current Assets	<u>243,432</u>
Non-current Assets:	
Restricted Assets	
Investments	19,432,246
Capital assets, not being depreciated:	
Construction in progress	8,967,652
Capital assets, being depreciated:	
Infrastructure	139,505
Less: accumulated depreciation	<u>(40,300)</u>
Total Non-current Assets	<u>28,499,103</u>
Total Assets	<u>28,742,535</u>
LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	15,031
Due to developer	1,349
Accrued interest	673,024
Bonds payable	490,000
Total Current Liabilities	<u>1,179,404</u>
Non-Current Liabilities	
Bonds payable, net	<u>49,471,573</u>
Total Liabilities	<u>50,650,977</u>
NET POSITION	
Net investment in capital assets	(16,433,444)
Unrestricted	<u>(5,474,998)</u>
Total Net Position	<u><u>\$ (21,908,442)</u></u>

See accompanying notes to financial statements.

Viera Stewardship District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2023

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues Charges for Services</u>	<u>Net (Expense) Revenues and Changes in Net Position Governmental Activities</u>
Governmental Activities			
General government	\$ (128,784)	\$ 135,754	\$ 6,970
Physical environment	(591,978)	619,113	27,135
Interest and other charges	<u>(1,874,407)</u>	<u>-</u>	<u>(1,874,407)</u>
Total Governmental Activities	<u>\$ (2,595,169)</u>	<u>\$ 754,867</u>	<u>(1,840,302)</u>
General Revenues:			
			1,799
			<u>164,202</u>
			<u>166,001</u>
			(1,674,301)
			<u>(20,234,141)</u>
			<u>\$ (21,908,442)</u>

See accompanying notes to financial statements.

**Viera Stewardship District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2023**

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash	\$ 178,270	\$ -	\$ -	\$ 178,270
Assessments receivable	998	-	-	998
Due from developer	251	-	-	251
Due from other governments	19,980	-	-	19,980
Due from others	31,782	-	-	31,782
Due from other funds	3,190	-	-	3,190
Prepaid expenses	12,151	-	-	12,151
Restricted assets				
Investments	-	3,799,139	15,633,107	19,432,246
Total Assets	<u>\$ 246,622</u>	<u>\$ 3,799,139</u>	<u>\$ 15,633,107</u>	<u>\$ 19,678,868</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
Liabilities				
Accounts payable	\$ 15,031	\$ -	\$ -	\$ 15,031
Due to other funds	-	3,190	-	3,190
Due to developer	1,349	-	-	1,349
Total Liabilities	<u>16,380</u>	<u>3,190</u>	<u>-</u>	<u>19,570</u>
Deferred inflows of resources				
Unavailable revenues	<u>19,980</u>	<u>-</u>	<u>-</u>	<u>19,980</u>
Fund Balances				
Nonspendable-prepaid expenses	12,151	-	-	12,151
Restricted for debt service	-	3,795,949	-	3,795,949
Restricted for capital projects	-	-	15,633,107	15,633,107
Unassigned	198,111	-	-	198,111
Total Fund Balance	<u>210,262</u>	<u>3,795,949</u>	<u>15,633,107</u>	<u>19,639,318</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 246,622</u>	<u>\$ 3,799,139</u>	<u>\$ 15,633,107</u>	<u>\$ 19,678,868</u>

See accompanying notes to financial statements.

Viera Stewardship District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2023

Total Governmental Fund Balances	\$ 19,639,318
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, including, construction in progress, \$8,967,652, and infrastructure, \$139,505 net of accumulated depreciation, \$(40,300), used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	9,066,857
Liabilities, including bonds payable, \$(49,620,000), net of bond premium/discount, net, \$(341,573), are not due and payable in the current period and therefore, are not reported at the fund level.	(49,961,573)
Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the fund level.	(673,024)
At the fund level, revenues are recognized when they become available, however, revenues are recognized when they are earned at the government-wide level.	<u>19,980</u>
Net Position of Governmental Activities	<u><u>\$ (21,908,442)</u></u>

See accompanying notes to financial statements.

Viera Stewardship District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Year Ended September 30, 2023

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues				
Special assessments	\$ 754,867	\$ -	\$ -	\$ 754,867
Intergovernmental revenues	26,482	-	-	26,482
Miscellaneous revenues	2,099	-	-	2,099
Investment earnings	-	70,505	93,697	164,202
Total Revenues	<u>783,448</u>	<u>70,505</u>	<u>93,697</u>	<u>947,650</u>
Expenditures				
Current				
General government	128,784	-	-	128,784
Physical environment	587,328	-	-	587,328
Capital outlay	-	-	6,669,231	6,669,231
Debt Service				
Interest	-	834,258	-	834,258
Other	-	730,958	-	730,958
Total Expenses	<u>716,112</u>	<u>1,565,216</u>	<u>6,669,231</u>	<u>8,950,559</u>
Excess of revenues over/(under) expenditures	67,336	(1,494,711)	(6,575,534)	(8,002,909)
Other Financing Sources/(Uses)				
Issuance of long-term debt	-	3,546,359	22,208,641	25,755,000
Bond discount	-	(173,336)	-	(173,336)
Total other financing sources/(uses)	<u>-</u>	<u>3,373,023</u>	<u>22,208,641</u>	<u>25,581,664</u>
Net change in fund balances	67,336	1,878,312	15,633,107	17,578,755
Fund Balances - October 1, 2022	<u>142,926</u>	<u>1,917,637</u>	<u>-</u>	<u>2,060,563</u>
Fund Balances - September 30, 2023	<u>\$ 210,262</u>	<u>\$ 3,795,949</u>	<u>\$15,633,107</u>	<u>\$ 19,639,318</u>

See accompanying notes to financial statements.

Viera Stewardship District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2023

Net Change in Fund Balances - Total Governmental Funds	\$ 17,578,755
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Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures.

However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount that capital outlay, \$6,669,231, exceeded depreciation, \$(4,650), in the current year.	6,664,581
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The issuance of long-term debt net of bond discount are recognized as an other financing source/(use) at the fund level, however, it increases liabilities at the government-wide level	(25,581,664)
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Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the governmental fund level.	(325,417)
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Bond premium/discount is amortized as interest over the life of the associated long term debt as interest. This is the amount of the current year amortizatio.	16,226
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At the fund level, revenues are recognized when they become available, however, revenues are recognized when they are earned at the government-wide level. This is the amount of the change in unavailable revenue.	<div style="border-top: 1px solid black; border-bottom: 3px double black;">(26,782)</div>
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Change in Net Position of Governmental Activities	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$ (1,674,301)</div>
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See accompanying notes to financial statements.

Viera Stewardship District
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL –
GENERAL FUND
For the Year Ended September 30, 2023

	Original Budget	Final Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues				
Special assessments	\$ 755,416	\$ 755,416	\$ 754,867	\$ (549)
Intergovernmental revenues	36,472	36,472	26,482	(9,990)
Miscellaneous revenues	1,000	1,000	2,099	1,099
Total Revenues	<u>792,888</u>	<u>792,888</u>	<u>783,448</u>	<u>(9,440)</u>
Expenditures				
Current				
General government	164,765	164,765	128,784	35,981
Physical environment	628,123	628,123	587,328	40,795
Total Expenditures	<u>792,888</u>	<u>792,888</u>	<u>716,112</u>	<u>76,776</u>
Net change in fund balances	-	-	67,336	67,336
Fund Balances - October 1, 2022	<u>61,750</u>	<u>61,750</u>	<u>142,926</u>	<u>81,176</u>
Fund Balances - September 30, 2023	<u>\$ 61,750</u>	<u>\$ 61,750</u>	<u>\$ 210,262</u>	<u>\$ 148,512</u>

See accompanying notes to financial statements.

Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Viera Stewardship District (the “District”) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on August 3, 2006 by Chapter 2006-360 Laws of Florida and Section 189.404, Florida Statutes as an independent special district. The District boundaries were subsequently amended by Chapter 2009-249, Laws of Florida. The District was established for the purposes of planning, financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, financing and providing community infrastructure and services within the District. The District is governed by a five-member Board of Supervisors, who are elected for terms of four years. The District operates within the criteria established by Chapter 189, Florida Statutes.

As required by GAAP, these financial statements present the Viera Stewardship District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility. Oversight responsibility includes, but is not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth by the Governmental Accounting Standards Board, the District has identified no component units.

**Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include separate columns for the governmental and business-type activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments and interest. Program revenues include charges for services, and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

**Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 90 days of the end of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Debt Service Fund – Accounts for debt service requirements to retire certain special assessment revenue bonds which were used to finance the construction of District infrastructure improvements. The bonds are secured by a first lien on and pledge of the special assessment revenues and pledged funds.

Capital Projects Fund – Accounts for the proceeds from long-term debt issued for the acquisition or construction of major infrastructure within the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as land and buildings, and non-current governmental liabilities, such as general obligation bonds, due to developer and accrued compensated absences be reported in the governmental activities column in the government-wide statement of net position.

**Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

b. Capital Assets

Capital assets, which include construction in progress and infrastructure, are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of two years. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Infrastructure	30 years
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**Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

**4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity
(Continued)**

c. Deferred Inflows of Resources

Deferred inflows of resources represent an acquisition of net position that applies to a future reporting period(s) and so will not be recognized as an inflow of resources (revenue) until then. The District only has one time that qualifies for reporting in the category. Unavailable revenues are reported only in the governmental funds balance sheet. This amount is deferred and recognized as an inflow of resources in the period that amounts become available.

d. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 189, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general funds. As a result, deficits in the budget columns of the accompanying financial statements may occur.

e. Unamortized Bond Premium/Discount

Bond premium/discounts are presented on the government-wide financial statements. The costs are amortized over the life of the debt using the straight-line method. For financial reporting, the unamortized bond premium/discount is netted against the applicable long-term debt.

NOTE B – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk. The District does, however, follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2023, the District's bank balance was \$422,885 and the carrying value was \$178,270. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

**Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE B – CASH AND INVESTMENTS (CONTINUED)

Investments

As of September 30, 2023, the District had the following investments and maturities:

<u>Investments</u>	<u>Maturities</u>	<u>Fair Value</u>
First American Government Obligation Fund	24 days*	<u>\$ 19,432,246</u>

* Weighted Average Maturity

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

As of September 30, 2023, the District's investment in First American Government Obligation Fund is a Level 1 asset.

The District's investment policy allows management to invest funds in investments permitted under Section 218.415, Florida Statutes.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2023, the District's investment in First American Government Obligation Fund was rated AAAM by Standard & Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in First American Government Obligations Fund represent 100% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2023 were typical of these items during the fiscal year then ended. The District considers any decline in fair value for certain investments to be temporary.

Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE C – SPECIAL ASSESSMENT REVENUES

Special assessment revenues recognized for the 2022-2023 fiscal year were levied in October 2022. All special assessments are due and payable on November 1 or as soon as the assessment roll is certified and delivered to the Tax Collector. Per Section 197.162, Florida Statutes discounts are allowed for early payment at the rate of 4% in November, 3% in December, 2% in January, and 1% in February. Assessments paid in March are without discount.

All unpaid assessments become delinquent as of April 1. Virtually all unpaid assessments are collected via the sale of tax certificates on, or prior to, June 1; therefore, there were no material taxes receivable at fiscal year end.

NOTE D – CAPITAL ASSETS

Capital Asset activity for the year ended September 30, 2023 was as follows:

	Balance October 1, 2022	Additions	Deletions	Balance September 30, 2023
<u>Governmental Activities:</u>				
Capital assets				
Construction in progress	\$ 2,298,421	\$ 6,669,231	\$ -	\$ 8,967,652
Infrastructure	139,505	-	-	139,505
Less accumulated depreciation for:				
Infrastructure	(35,650)	(4,650)	-	(40,300)
Governmental Activities Capital Assets	<u>\$ 2,402,276</u>	<u>\$ 6,664,581</u>	<u>\$ -</u>	<u>\$ 9,066,857</u>

Depreciation of \$4,650 was charged to physical environment.

NOTE E – LONG-TERM DEBT

The following is a summary of activity in the long-term debt account group of the District for the period ended September 30, 2023:

Long-term debt at October 1, 2022	\$ 23,865,000
Issuance of long-term debt	<u>25,755,000</u>
Long-term debt at September 30, 2023	\$ 49,620,000
Bond premium, net	513,768
Bond discount, net	(172,195)
Bonds Payable, Net at September 30, 2023	<u>\$ 49,961,573</u>

Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023

NOTE E – LONG-TERM DEBT (CONTINUED)

Long-term debt is comprised of the following:

Special Assessment Revenue Bonds

\$23,865,000 Special Assessment Revenue Bonds, Series 2021 due in annual principal installments, beginning May 1, 2024. Interest is due semi-annually on May 1 and November 1, beginning May 1, 2022, at rates ranging from 2.30% to 4.00% with a maturity date of May 1, 2053. Current portion is \$490,000. \$ 23,865,000

\$25,755,000 Special Assessment Revenue Bonds, Series 2023 due in annual principal installments, beginning May 1, 2025. Interest is due semi-annually on May 1 and November 1, beginning November 1, 2023, at rates ranging from 4.60% to 5.50% with a maturity date of May 1, 2054. 25,755,000

Bonds payable	\$	49,620,000
Bonds premium, net		513,768
Bond discount, net		<u>(172,195)</u>
Bonds Payable, Net		<u>\$ 49,961,573</u>

The annual requirements to amortize the principal and interest of the bonded debt outstanding as of September 30, 2023 are as follows:

Year Ending September 30,	Principal	Interest	Total
2024	\$ 490,000	\$ 1,907,186	\$ 2,397,186
2025	875,000	2,187,843	3,062,843
2026	910,000	2,159,093	3,069,093
2027	940,000	2,129,078	3,069,078
2028	975,000	2,095,288	3,070,288
2029-2033	5,440,000	9,919,653	15,359,653
2034-2038	6,625,000	8,766,965	15,391,965
2039-2043	8,195,000	7,245,252	15,440,252
2044-2048	10,340,000	5,164,425	15,504,425
2049-2053	13,145,000	2,426,000	15,571,000
2054	1,685,000	92,675	1,777,675
Totals	<u>\$ 49,620,000</u>	<u>\$ 44,093,458</u>	<u>\$ 93,713,458</u>

**Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE E – LONG-TERM DEBT (CONTINUED)

Significant Bond Provisions

The Series 2021 and 2023 Bonds are subject to optional redemption prior to maturity at the option of the District, in whole or in part, on any day on or after May 1, 2031 and May 1, 2033 at the redemption price of the principal amount of the Series 2021 Bonds or portions thereof to be redeemed together with accrued interest at the redemption date. The Series 2021 and 2023 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the respective Bond Registrar if certain events occurred as outlined in the respective Trust Indenture.

The Trust Indentures established certain amounts be maintained in a reserve account. In addition, the Trust Indentures have certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

Depository Funds

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, are as follows:

1. Series 2021 and 2023 Reserve Fund – The Series 2021 and 2023 Reserve Account was funded from the proceeds of the Series 2021 and 2023 Bonds in an amount equal to fifty percent of the maximum annual debt service requirement for all outstanding Series 2021 and 2023 Bonds. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

	Reserve Balance	Reserve Requirement
Series 2021 Special Assessment Revenue Bonds	\$ 660,753	\$ 660,753
Series 2023 Special Assessment Revenue Bonds	\$ 867,670	\$ 867,670

NOTE F – RISK MANAGEMENT

The government is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The District has not filed any claims under this commercial coverage during the last three years.

**Viera Stewardship District
NOTES TO FINANCIAL STATEMENTS
September 30, 2023**

NOTE G – RELATED PARTY TRANSACTIONS

All voting members of the Board of Supervisors are employed by the Developer or a related entity. The District received \$126,462 in assessments from the Developer for the year ended September 30, 2023.

NOTE H – ECONOMIC DEPENDENCY

The Developer or a related entity owns a significant portion of land within the District. The District's activity is dependent upon the continued involvement of the Developer or a related entity, the loss of which could have a material adverse effect on the District's operations



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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Viera Stewardship District
Brevard County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Viera Stewardship District, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated December 13, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered Viera Stewardship District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Viera Stewardship District's internal control. Accordingly, we do not express an opinion on the effectiveness of Viera Stewardship District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

To the Board of Supervisors
Viera Stewardship District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Viera Stewardship District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Berger Toombs Elam
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

December 13, 2024



Berger, Toombs, Elam, Gaines & Frank

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MANAGEMENT LETTER

To the Board of Supervisors
Viera Stewardship District
Brevard County, Florida

Report on the Financial Statements

We have audited the financial statements of the Viera Stewardship District as of and for the year ended September 30, 2023, and have issued our report thereon dated December 13, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated December 13, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. The following findings or recommendation were made in the preceding financial audit report.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not Viera Stewardship District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that Viera Stewardship District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.



To the Board of Supervisors
Viera Stewardship District

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Viera Stewardship District. It is management's responsibility to monitor the Viera Stewardship District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2023.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Viera Stewardship District reported:

- 1) The total number of District employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 2
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$0
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$85,810
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2022, together with the total expenditures for such project: The District spent \$6,669,231 on the Series 2023 Project.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was not amended.



To the Board of Supervisors
Viera Stewardship District

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Viera Stewardship District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District: General Fund, \$12.73 - \$135.40.
- 2) The amount of special assessments collected by or on behalf of the District: Total Special Assessments collected was \$754,867.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds: Bonds outstanding as of September 30, 2023, were Series 2021 \$23,865,000 matures May 2053 and Series 2023, \$27,755,000 maturing May 2054.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we noted no such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

December 13, 2024



**Berger, Toombs, Elam,
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**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Viera Stewardship District
Brevard County, Florida

We have examined Viera Stewardship District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2023. Management is responsible for Viera Stewardship District's compliance with those requirements. Our responsibility is to express an opinion on Viera Stewardship District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Viera Stewardship District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Viera Stewardship District's compliance with the specified requirements.

In our opinion, Viera Stewardship District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2023.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

December 13, 2024

**VIERA
STEWARDSHIP DISTRICT**

7A

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT HEREBY ACCEPTING THE AUDITED ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

WHEREAS, the District's Auditor, Berger, Toombs, Elam, Gaines & Frank has heretofore prepared and submitted to the Board, for accepting, the District's Audited Annual Financial Report for Fiscal Year 2023;

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

1. The Audited Annual Financial Report for Fiscal Year 2023, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2023, for the period ending September 30, 2023; and
2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2023 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 17th day of June, 2025.

ATTEST:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**VIERA
STEWARDSHIP DISTRICT**

8

**VIERA
STEWARDSHIP DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**VIERA
STEWARDSHIP DISTRICT
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**VIERA
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Assessment levy - gross	\$ 964,350				\$ 994,277
Allowable discounts	(38,574)				(39,771)
Assessment levy - net	925,776	\$ 872,319	\$ 55,536	\$ 927,855	954,506
Assessment levy - off-roll	93,436	-	91,401	91,401	160,144
Canal maintenance agreement Viera East CDD 1	9,990	9,989	1	9,990	9,999
Canal maintenance agreement Central Viera CA	26,482	23,956	2,526	26,482	26,506
Interest	500	-	200	200	500
Miscellaneous	-	300	-	300	-
Total revenues	1,056,184	906,564	149,664	1,056,228	1,151,655
EXPENDITURES					
Professional & administrative					
Supervisors	5,383	-	5,383	5,383	3,445
Management/recording/accounting	48,000	24,000	24,000	48,000	48,000
Legal	30,000	12,752	17,248	30,000	30,000
Engineering	10,000	1,938	7,500	9,438	10,000
Ecologist	15,000	8,303	5,500	13,803	15,000
Trustee	-	4,246	-	4,246	-
Audit	6,700	4,450	2,250	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	-	-	-	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	12,637	-	12,637	14,717
Legal advertising	3,000	-	1,700	1,700	3,000
Printing & binding	100	50	50	100	100
Telephone	100	50	50	100	100
Postage	250	10	240	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	-	900	900	1,500
Property appraiser	3,091	-	-	-	3,170
Property taxes	-	85	-	85	-
Tax collector	19,287	17,420	-	17,420	19,886
Contingency	19,934	579	5,000	5,579	19,934
Total professional & administrative	198,335	93,900	81,531	175,431	199,892

**VIERA
STEWARDSHIP DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
Field Management Operations					
Field manager	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	5,000
Maintenance - Platted Lots/Subdivision					
Drainage system and ponds	296,748	146,414	150,334	296,748	318,778
Maintenance: PCT area, Natural, VWP Stage 2 & 3	64,900	10,000	54,900	64,900	84,900
Street lighting	226,500	109,930	115,000	224,930	296,457
Contingency: subdivision	3,000	2,125	875	3,000	3,000
Total maintenance - platted lots/subdivisions	591,148	268,469	321,109	589,578	703,135
Maintenance - Environmental (District-wide)					
Canals: aquatic weed control & maintenance	138,095	10,830	127,265	138,095	139,095
Ecologist: monitoring & miscellaneous	13,000	-	13,000	13,000	13,000
Wetland/habitat maintenance VWP, Stage 1	6,000	-	6,000	6,000	6,000
Wetland/habitat maintenance VWP, Stage 2	148,000	-	148,000	148,000	100,000
Wetland/habitat maintenance VWP, Stage 3	-	-	-	-	15,000
Burrowing owl easement maintenance	8,500	-	8,500	8,500	8,500
Prescribed fire	64,500	-	20,000	20,000	64,500
Contingency: district-wide	4,000	-	4,000	4,000	4,000
Uncoded Expenses (Canal Repair)	-	49,730	-	49,730	-
Total maintenance - environmental (District-wide)	382,095	60,560	326,765	387,325	350,095
Total expenditures	1,186,578	425,429	731,905	1,157,334	1,258,122
Excess/(deficiency) of revenues over/(under) expenditures	(130,394)	481,135	(582,241)	(101,106)	(106,467)
Fund balance - beginning (unaudited)	253,308	207,573	688,708	207,573	106,467
Fund balance - ending (projected)					
Assigned					
3 months working capital	122,914	122,914	106,467	106,467	-
Disaster	-	-	-	-	-
Unassigned	-	565,794	-	-	-
Fund balance - ending (projected)	\$ 122,914	\$ 688,708	\$ 106,467	\$ 106,467	\$ -

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

EXPENDITURES

Professional and Administrative Services

Supervisors	\$ 3,445
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	
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	14,717
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	1,500
Bank charges and other miscellaneous expenses incurred during the year.	
Property appraiser	3,170
Monies due for roll maintenance	
Tax collector	19,886
Monies due for tax collections	
Contingency	19,934
Field Management Operations	
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	318,778
The District has an agreement with ECOR Industries for the maintenance of stormwater lakes, including aquatic weed and hydrilla control, as well as routine inspections. The associated fees reflect the maintenance needs for all current and anticipated ponds expected to be turnover to VSD during FY26. A phased turnover is anticipated throughout FY26 for ponds located in Pangea Park, Laurisa, Del Webb, Aripeka, and Farallon Fields.	

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

EXPENDITURES (continued)

Maintenance: PCT area, Natural, VWP Stage 2 & 3	84,900
<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, 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. Conservation easement spraying VWP Stage 3 natural areas \$5,000. VWP Stage 3 ADS totalling \$15,000 annually. For a total amount \$84,900</p>	
Street lighting	296,457
<p>The District leases street lights from Florida Power & Light. Monthly lease and electrical costs are based on historical figures (666 existing streetlights) and projecting a total of 156 coming online Aripeka PH5&6, Atlin Cove PH1, 2, 3, Farallon Fields PH1 - 6, Reling Park South PH 4 - 6.</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	139,095
<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 \$1,150 per quarter totaling \$4,600 annually. Nautique dosing in the Two Mile Canal provided by Ecor Industries on a bi-monthly basis at \$1,800 per treatment totaling \$10,800 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 \$99,995. 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 baseline annual monitoring event, and compile/submit a monitoring report to the U.S. Army Corps of Engineers for Viera Wilderness Park (VWP) Stage 3 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>	

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

EXPENDITURES (continued)

Wetland/habitat maintenance VWP, Stage 1	6,000
ZCA will provide reconnaissance level monitoring yearly, at an estimated cost NTE \$6,000 to provide direction for targeted chemical application. 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).	
Wetland/habitat maintenance VWP, Stage 2	100,000
Maintenance of the Viera Wilderness Park is provided by ADS as prescribed in the Annual Utilization Program (AUP). Includes mechanical removal and mulching of Brazilian pepper in VWP Stage 2 Mowing/mulching and tractor spraying for cogon grass.	
Wetland/habitat maintenance VWP, Stage 3	15,000
Maintenance of the Viera Wilderness Park is provided by ADS to prescribed in the Annual Utilization Program (AUP). Services include mechanical mulching and removal of Brazilian pepper in VWP Stage 3 (Conservation District) at a cost of \$2,000 per week for 5 weeks totalling \$10,000. Mowing/mulch and tractor spraying for cogon grass in Conservation District at a cost of \$1,250 per week for 4 weeks totaling \$5,000.□	
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>\$ 1,258,122</u></u>

**VIERA
STEWARDSHIP DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
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	\$ 1,269,069	\$ 80,795	1,349,864	1,349,864
Interest	-	27,038	-	-	-
Total revenues	1,349,864	1,296,107	80,795	1,349,864	1,349,864
EXPENDITURES					
Debt service					
Principal	500,000	-	500,000	500,000	515,000
Interest	822,988	411,493	411,495	822,988	811,488
Tax collector	28,122	25,343	-	25,343	28,122
Total expenditures	1,351,110	436,836	911,495	1,348,331	1,354,610
Excess/(deficiency) of revenues over/(under) expenditures	(1,246)	859,271	(830,700)	1,533	(4,746)
Fund balance:					
Net increase/(decrease) in fund balance	(1,246)	859,271	(860,517)	1,533	(4,746)
Beginning fund balance (unaudited)	1,167,425	1,211,355	(43,930)	1,211,355	1,212,888
Ending fund balance (projected)	<u>\$1,166,179</u>	<u>\$ 2,070,626</u>	<u>\$ (904,447)</u>	<u>\$ 1,212,888</u>	<u>1,208,142</u>
Use of fund balance:					
Debt service reserve account balance (required)					(660,753)
Interest expense - November 1, 2026					(399,821)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 147,568</u>

**VIERA
STEWARDSHIP DISTRICT
SERIES 2021 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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	22,875,000.00		14,452,035.00	37,327,035.00	

**VIERA
STEWARDSHIP DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUE					
Assessment levy - gross	\$ 669,766				\$ 930,674
Allowable discounts (4%)	(26,791)				(37,227)
Assessment levy - net	642,975	\$ 696,519	\$ 44,342	\$ 740,861	893,447
Assessment levy: off-roll	1,105,758	-	1,009,911	1,009,911	860,504
Interest	-	30,206	-	30,206	-
Total revenue	1,748,733	726,725	1,054,253	1,780,978	1,753,951
EXPENDITURES					
Debt service					
Principal	375,000	-	375,000	375,000	395,000
Principal Prepayment	-	-	10,000	10,000	-
Interest	1,364,855	682,428	682,427	1,364,855	1,347,100
Total expenditures	1,739,855	682,428	1,067,427	1,749,855	1,742,100
Other fees & charges					
Property appraiser & tax collector	13,395	-	14,817	14,817	18,613
Total other fees & charges	13,395	-	14,817	14,817	18,613
Total expenditures	1,753,250	682,428	1,082,244	1,764,672	1,760,713
Net increase/(decrease) in fund balance	(4,517)	44,297	(27,991)	16,306	(6,762)
Beginning fund balance (unaudited)	1,652,436	1,664,892	1,709,189	1,664,892	1,681,198
Ending fund balance (projected)	\$1,647,919	\$ 1,709,189	\$1,681,198	\$ 1,681,198	1,674,436
Use of fund balance:					
Debt service reserve account balance (required)					(867,670)
Interest expense - November 1, 2026					(664,465)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 142,301

**VIERA
STEWARDSHIP DISTRICT
SERIES 2023AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25			673,550.00	673,550.00	25,370,000.00
05/01/26	395,000.00	4.600%	673,550.00	1,068,550.00	24,975,000.00
11/01/26			664,465.00	664,465.00	24,975,000.00
05/01/27	415,000.00	4.600%	664,465.00	1,079,465.00	24,560,000.00
11/01/27			654,920.00	654,920.00	24,560,000.00
05/01/28	430,000.00	4.600%	654,920.00	1,084,920.00	24,130,000.00
11/01/28			645,030.00	645,030.00	24,130,000.00
05/01/29	455,000.00	4.600%	645,030.00	1,100,030.00	23,675,000.00
11/01/29			634,565.00	634,565.00	23,675,000.00
05/01/30	475,000.00	4.600%	634,565.00	1,109,565.00	23,200,000.00
11/01/30			623,640.00	623,640.00	23,200,000.00
05/01/31	495,000.00	4.600%	623,640.00	1,118,640.00	22,705,000.00
11/01/31			612,255.00	612,255.00	22,705,000.00
05/01/32	520,000.00	4.600%	612,255.00	1,132,255.00	22,185,000.00
11/01/32			600,295.00	600,295.00	22,185,000.00
05/01/33	545,000.00	4.600%	600,295.00	1,145,295.00	21,640,000.00
11/01/33			587,760.00	587,760.00	21,640,000.00
05/01/34	570,000.00	5.300%	587,760.00	1,157,760.00	21,070,000.00
11/01/34			572,655.00	572,655.00	21,070,000.00
05/01/35	605,000.00	5.300%	572,655.00	1,177,655.00	20,465,000.00
11/01/35			556,622.50	556,622.50	20,465,000.00
05/01/36	635,000.00	5.300%	556,622.50	1,191,622.50	19,830,000.00
11/01/36			539,795.00	539,795.00	19,830,000.00
05/01/37	670,000.00	5.300%	539,795.00	1,209,795.00	19,160,000.00
11/01/37			522,040.00	522,040.00	19,160,000.00
05/01/38	705,000.00	5.300%	522,040.00	1,227,040.00	18,455,000.00
11/01/38			503,357.50	503,357.50	18,455,000.00
05/01/39	745,000.00	5.300%	503,357.50	1,248,357.50	17,710,000.00
11/01/39			483,615.00	483,615.00	17,710,000.00
05/01/40	785,000.00	5.300%	483,615.00	1,268,615.00	16,925,000.00
11/01/40			462,812.50	462,812.50	16,925,000.00
05/01/41	830,000.00	5.300%	462,812.50	1,292,812.50	16,095,000.00
11/01/41			440,817.50	440,817.50	16,095,000.00
05/01/42	875,000.00	5.300%	440,817.50	1,315,817.50	15,220,000.00
11/01/42			417,630.00	417,630.00	15,220,000.00
05/01/43	920,000.00	5.300%	417,630.00	1,337,630.00	14,300,000.00
11/01/43			393,250.00	393,250.00	14,300,000.00
05/01/44	975,000.00	5.500%	393,250.00	1,368,250.00	13,325,000.00
11/01/44			366,437.50	366,437.50	13,325,000.00
05/01/45	1,030,000.00	5.500%	366,437.50	1,396,437.50	12,295,000.00
11/01/45			338,112.50	338,112.50	12,295,000.00
05/01/46	1,085,000.00	5.500%	338,112.50	1,423,112.50	11,210,000.00

**VIERA
STEWARDSHIP DISTRICT
SERIES 2023AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/46			308,275.00	308,275.00	11,210,000.00
05/01/47	1,145,000.00	5.500%	308,275.00	1,453,275.00	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	25,370,000.00		25,539,650.00	50,909,650.00	

**VIERA
STEWARDSHIP DISTRICT
ASSESSMENT COMPARISON
ASSESSMENT SUMMARY
FISCAL YEAR 2026**

On-Roll Assessments (GF Only)

Number of Units	Number of Acres	Unit Type	Projected Fiscal Year 2026			FY 25 Assessment
			GF	DSF	GF & DSF	
4,083	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
931		Platted SFD Series 2023 Bonds	135.40	999.65	1,135.05	1,335.05
62		Platted SFA Series 2023 Bonds	135.40	749.74	885.14	885.14
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 2026			FY 25 Assessment
			GF	DSF	GF & DSF	
	4,981.19	Undeveloped Land	\$ 12.73	-	\$ 12.73	\$ 12.73
97		Platted Residential	127.28	-	127.28	127.28
	77.80	Platted Commercial	541.69	-	541.69	541.69
	0.00	Unplatted Land ('21 Bonds)	12.73	-	12.73	1,135.30
274		Unplatted SFD 2023 Bonds	127.28	939.67	1,066.95	1,066.95
58		Unplatted SFA 2023 Bonds	127.28	704.76	832.03	n/a

**VIERA
STEWARDSHIP DISTRICT**

8A

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; 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**");

WHEREAS, pursuant to Section 4 of the Act, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Viera Stewardship District ("**District**") prior to July 15, 2025, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**Fiscal Year 2026**"); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: _____, 2025

HOUR: _____ .m.

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

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

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2, and the Proposed Budget shall remain on the website for at least forty-five (45) days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law and Section 4(b) of the Act.

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

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

PASSED AND ADOPTED THIS 17TH DAY OF JUNE, 2025.

ATTEST:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: Proposed Budget for Fiscal Year 2026

**VIERA
STEWARDSHIP DISTRICT**

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RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIERA STEWARDSHIP DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 197 AND/OR 170, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; 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 ("**Act**");

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors ("**Board**") of the District prior to July 15, 2025, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**Fiscal Year 2026**"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, "**Services**") set forth in the Proposed Budget by levy of special assessments pursuant to the Act and Chapters 197 and/or 170, *Florida Statutes* ("**Assessments**"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon.

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. DECLARING ASSESSMENTS. Pursuant to the Act and Chapters 197 and/or 170, *Florida Statutes*, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget, all of which are on file and available for public inspection at the "**District's Office**," Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary

assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one or more installments pursuant to a bill issued by the District in November of 2025, and pursuant to Chapter 170, *Florida Statutes*, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, *Florida Statutes*.

3. SETTING PUBLIC HEARINGS. Pursuant to the Act and Chapters 197 and/or 170, *Florida Statutes*, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: _____, 2025

HOUR: _____ .m.

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

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

5. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 3 and shall remain on the website for at least forty-five (45) days.

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

7. 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.

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

PASSED AND ADOPTED THIS 17TH DAY OF JUNE, 2025.

ATTEST:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: Proposed Budget for Fiscal Year 2026

**VIERA
STEWARDSHIP DISTRICT**

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RESOLUTION 2025-04

**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 2025/2026 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 2025/2026 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 17th day of June, 2025.

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 2026 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**

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RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF VIERA STEWARDSHIP DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of Viera Stewardship District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

1. **RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 17th day of June, 2025.

ATTEST:

VIERA STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

VIERA STEWARDSHIP

SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **06/17/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**VIERA
STEWARDSHIP DISTRICT**

11

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF
RIGHT-OF-WAY USE AGREEMENT
(West Viera)**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHT-OF-WAY USE AGREEMENT (this “**Partial Assignment**”) is dated as of _____ (the “**Effective Date**”) and is between THE VIERA COMPANY, a Florida corporation (“**Assignor**”), as assignor, and the VIERA STEWARDSHIP DISTRICT, a special purpose unit of local government established pursuant to Chapter 2006-360, Laws of Florida and Chapter 189, Florida Statutes (“**Assignee**”), as assignee. BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the “**County**”), has previously consented in writing to this Partial Assignment by its Written Consent dated _____.

RECITALS

- A. Assignor and the County entered into that certain Right of Way Use Agreement dated September 17, 2019, relating to Assignor’s installation of landscaping, signage, hardscape, irrigation, traffic control devices (excluding traffic signals), and/or other related improvements pursuant to plans and specifications approved by the County (“**Approved Improvements**”) within the public rights-of-way that have been or will be dedicated to the County within the West Viera Planned Unit Development of the “Viera” master planned community located in the County, as more particularly described therein, a copy of which is attached hereto as **Exhibit “A”** and incorporated herein by this reference (the “**Agreement**”);
- B. Assignor has completed the installation of certain Approved Improvements under the Agreement, as more particularly described in **Exhibit “B”** and incorporated herein by this reference (the “**Assigned Improvements**”), and now desires to assign its rights, duties, and obligations arising from and after the Effective Date under the Agreement with regard to the Assigned Improvements to Assignee; and
- C. Assignee now desires to accept and assume the rights, duties, and obligations arising from and after the Effective Date under the Agreement with regard to the Assigned Improvements from Assignor.

Now, therefore, in consideration of Ten and 00/100 Dollars (\$10.00), the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by Assignor and Assignee, Assignor and Assignee hereby agree as follows:

- 1. Recitals. The above recitals are true and correct and incorporated into this Partial Assignment by this reference.
- 2. Assignment and Assumption. Assignor hereby assigns to Assignee all of Assignor’s rights and interest with regard to the Assigned Improvements under the Agreement to Assignee that arise from and after the Effective Date. Further, Assignor hereby assigns to Assignee all of Assignor’s duties and obligations with regard to the Assigned Improvements under the Agreement that arise from and after the Effective Date. Assignee hereby accepts and assumes the above assignment of all of Assignor’s rights, interest, duties, and obligations with regard to the Assigned Improvements under the Agreement that arise from and after the Effective Date.
- 3. Notices. Each notice, request, demand, and other communication delivered by a party under the Agreement to Assignee, as assignee of the Agreement, shall be addressed to Assignee at the following address unless otherwise advised by Assignee in writing:

Viera Stewardship District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

The Viera Company
Attn: Legal Department
7380 Murrell Road, Suite 201
Viera, FL 32940

4. Partial Invalidity. If any term or provision of this Partial Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Partial Assignment or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Partial Assignment shall be valid and enforceable to the fullest extent permitted by applicable law.
5. Governing Law; Submission to Jurisdiction. This Partial Assignment shall be governed by, and construed in accordance with, the law of the State of Florida applicable to contracts made within and to be performed within the State of Florida. The parties hereto agree to submit to personal jurisdiction in the State of Florida in any action or proceeding arising out of this Partial Assignment and, in furtherance of such agreement, the parties hereby agree and consent that without limiting other methods of obtaining jurisdiction, personal jurisdiction over the parties in any such action or proceeding may be obtained within or without the jurisdiction of any court located in the State of Florida. In the event of any action to enforce the terms of this Partial Assignment, each party shall bear its own attorneys' fee, and any trial shall be a non-jury trial.
6. Counterparts. This Partial Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, by all of which together shall constitute one and the same instrument. Any counterpart delivered by electronic transmission shall be deemed an original counterpart from the sending party.
7. Limitation of Governmental Liability. Nothing in this Partial Assignment shall be deemed as a waiver of the Assignee's sovereign immunity or the Assignee's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Partial Assignment 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.

IN WITNESS WHEREOF, Assignor and Assignee have signed this Partial Assignment as of the date set forth on the first page of this Partial Assignment:

(SIGNATURES BEGIN ON FOLLOWING PAGE.)

WITNESSES:

ASSIGNOR:

THE VIERA COMPANY, a Florida corporation

Print Name:_____

By:_____

Name:_____

Title:_____

Print Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by ____ physical presence or ____ online notarization this ____ day of _____, _____, by _____ as _____ of THE VIERA COMPANY, a Florida corporation, on behalf of the corporation. Said person ____ is personally known to me or ____ produced the following identification: _____.

Print Name:_____

Notary Public, State of Florida

(SIGNATURE OF ASSIGNEE APPEARS ON FOLLOWING PAGE.)

WITNESSES:

ASSIGNEE:

VIERA STEWARDSHIP DISTRICT, a special purpose unit of local government established pursuant to Chapter 2006-360, Laws of Florida and Chapter 189, Florida Statutes

Print Name:_____

By:_____

Name:_____

Title:_____

Print Name:_____

Date:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by ____ physical presence or ____ online notarization this ____ day of _____, _____, by _____ as _____ of VIERA STEWARDSHIP DISTRICT, a special purpose unit of local government established pursuant to Chapter 2006-360, Laws of Florida and Chapter 189, Florida Statutes, on behalf of the district. Said person ____ is personally known to me or ____ produced the following identification: _____.

Print Name:_____

Notary Public, State of Florida

Exhibit “A”

The Agreement

RIGHT-OF-WAY USE AGREEMENT (West Viera)

This Right-Of-Way Use Agreement (the "Agreement"), made and entered into this 17 day of September, 2019 by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and The Viera Company, a Florida corporation (hereinafter referred to as "The Viera Company") whose principal address is 7380 Murrell Road, Suite 201, Viera, Florida 32940.

RECITALS

Whereas, the public rights-of-way within the West Viera Planned Unit Development (P.U.D.) of the "Viera" master planned community located in Brevard County, Florida, more particularly set forth in Attachment "A" attached hereto and incorporated herein by this reference have been or will be dedicated to Brevard County, Florida (collectively, the "Public Right-of-Way");

Whereas, The Viera Company desires to improve the Public Right-of-Way by installing improvements, which may consist of, but are not limited to, improvements for landscaping, signage, hardscape, irrigation, traffic control devices (excluding traffic signals), and/or other related improvements pursuant to plans and specifications approved by the County and further described below;

Whereas, the County pursuant to the authority set forth in Section 125.01, Florida Statutes, may allow the use of a public right-of-way for purposes which do not conflict with the interests of the public or are in the interests of the public; and

Whereas, the County has determined that use of the Public Right-of-Way by The Viera Company for the installation, operation, maintenance, repair and improvement of such improvements to the Public Right-of-Way pursuant to this Agreement promotes the public interest.

Now therefore, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. Recitals

The above recitals are true and correct and incorporated into this Agreement by this reference.

2. Definitions

The following terms used in this Agreement shall have the meaning given to such terms below:

- a) Agreement: shall mean this Right-of-Way Use Agreement (West Viera).
- b) Association: shall mean the homeowner's association to which The Viera Company elects to assign its rights, and delegates its duties and obligations to, under this Agreement

as permitted under Paragraph 13 of this Agreement, with the Association to be either the Community Association or the Neighborhood Association, as to be determined by The Viera Company in its sole and absolute discretion.

c) Community Association: shall mean Central Viera Community Association, Inc., a Florida not-for-profit corporation (the "Community Association"), as more particularly described in that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Central Viera Community recorded in Official Records Book 3409, Page 624, of the Public Records of Brevard County, Florida, as may be amended from time to time.

d) County: shall mean Brevard County, Florida, a political subdivision of the State of Florida.

e) Designated Premises: shall mean that portion of the Public Right-of-Way more particularly described in Attachment "A" attached hereto and incorporated herein by this reference, where the Improvements will be installed and maintained, with the Designated Premises to be more particularly described in the Plans as approved by the County

f) Improvements: shall mean those certain improvements installed or to be installed by The Viera Company within the Designated Premises in accordance with the Plans and maintained by The Viera Company in accordance with the provisions of this Agreement as approved by the County pursuant to any Right-of-Way Permit issued by the County.

g) Neighborhood Association: shall mean a Florida not-for-profit corporation responsible for the operation of a community neighborhood subdivision as defined in Florida Statutes, Chapter 720 that is not the Community Association.

h) Plans: shall mean those certain plans for the construction and installation of Improvements which have been approved by The Viera Company and the County as part of a Right-of-Way Permit.

i) Prompt or Promptly: For purposes of paragraph 8, the term "promptly" shall mean no later than fourteen days after The Viera Company receives written notice of the need for maintenance, repairs, or replacements to the applicable Improvements (as may be extended on a day-by-day basis for acts of force majeure beyond The Viera Company's control); however, to the extent such maintenance, repairs, or replacements cannot reasonably be completed within fourteen days, the term "promptly" shall mean The Viera Company shall commence such maintenance, repairs, or replacements within such initial fourteen day period and shall diligently work to complete such maintenance, repairs, or replacements. For purposes of paragraph 10, the term "promptly" or "prompt" shall mean no later than fourteen days after The Viera Company receives actual notice of the existence of a hazardous condition, or a condition in need of maintenance as required hereunder, at the Designated Premises.

j) Public Right-of-Way: shall have the meaning given to such term in the first recital set forth above.

k) Right-of-Way Permit: shall mean the official written approval to begin construction or installation of Improvements according to the application, plans, specifications and conditions approved by the County.

l) The Viera Company: shall mean The Viera Company, a Florida corporation.

3. Construction and Maintenance of Property

During the term of this Agreement, The Viera Company hereby agrees to construct and maintain the Improvements within the Designated Premises in the manner described in this Agreement and as permitted by the County. Improvements shall be constructed and installed in such a manner so as to not cause damage to or interfere with any County improvements or facilities. Any such damage to County improvements or facilities shall be remedied immediately at no cost to the County.

4. Term

The initial term of this Agreement shall be twenty years commencing with the date of the execution of this Agreement by the County and The Viera Company, and shall thereafter be automatically renewed annually unless terminated by either party, in accordance with paragraph 15 Termination herein.

5. Use of Designated Premises

During the term of this Agreement, The Viera Company shall use the Designated Premises only for construction and installation of the Improvements and related maintenance thereto. It is hereby mutually agreed and understood that the use of any structure, improvement or facility now or hereafter located on the Designated Premises as part of the Improvements shall be for decorative or informational purposes only and not for human occupancy, nor shall such Improvements create traffic hazards. It is specifically agreed and understood that the use herein set forth for the Improvements upon the Designated Premises shall be the only use consented to by the County, and that failure to comply with this provision shall be considered a material breach of this Agreement, whereupon the County shall be entitled to immediately terminate this Agreement.

6. Improvements

All Improvements permitted and installed upon the Designated Premises by The Viera Company shall be maintained by The Viera Company on the Designated Premises during the term of this Agreement in accordance with this Agreement and any County issued Right-of-Way Permit. It is hereby agreed and understood that any Improvements placed on or constructed on the Designated Premises and permanently attached thereto, shall remain the property of The Viera Company and that The Viera Company retains the right to remove such improvement within sixty days of the date of termination of this Agreement, whether by breach or by expiration of its natural term. In the event such Improvements are not removed within sixty days of termination, the Improvements shall become the property of the County, and the County may remove the Improvements. To the extent the County elects to remove any such Improvements, The Viera Company shall reimburse the County for the cost of removal within thirty days of receipt of an invoice for such removal expenses.

7. Utilities

The Viera Company shall pay all charges for electrical service and other utility services supplied to The Viera Company at the Designated Premises for the Improvements during the term of this Agreement.

8. Repairs and Maintenance

During the term of this Agreement, The Viera Company shall, at its own expense, maintain the Designated Premises and all Improvements on the Designated Premises in accordance with all applicable County and Florida Department of Transportation current maintenance and safety requirements and as updated and make all necessary repairs and replacements to the Designated Premises and/or the Improvements. Such maintenance, repairs and replacements shall be made promptly as and when necessary. Notification of the need for such repair and/or maintenance may be given to The Viera Company by written or electronic communication.

9. Illegal, Unlawful or Improper Use

The Viera Company shall make no unlawful, improper, immoral or offensive use of the Designated Premises, nor will The Viera Company use the Designated Premises or allow use of the Designated Premises for any purposes other than that hereinabove set forth. Failure of The Viera Company to comply with this provision shall be considered a material default under this Agreement. In the event any of the Improvements are deemed a traffic safety hazard by the County or the Florida Department of Transportation, such use shall be deemed an improper use and this Agreement shall be subject to immediate termination.

10. Indemnification and Insurance

Except where limited by law, The Viera Company agrees that it will indemnify and save harmless the County from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the use, occupation, management or control of the Designated Premises or any of the Improvements thereon or any equipment or fixtures used in connection with the Designated Premises by The Viera Company or its employees or independent contractors. The Viera Company agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County in connection with The Viera Company's use of the Designated Premises pursuant to this Agreement and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceedings. The Viera Company shall include in any contract for work upon or involving the Designated Premises that the contractor shall indemnify and hold harmless the County from liabilities, damages, losses and costs, including but not limited to attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of the contract. The parties acknowledge specific consideration has been exchanged for the provision.

The Viera Company further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the County, policies of General Liability Insurance insuring The Viera Company against any and all claims, demands or causes of action whatsoever for injuries received and damages to property in connection with the use, occupation,

management and control of the Designated Premises and the Improvements thereon. Such policies of insurance shall insure The Viera Company in an amount not less than one million dollars to cover any and all claims arising in connection with any one particular accident or occurrence. A certificate of such insurance policies shall be filed with the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A. 201, Viera, Florida, 32940, within ten days of the date of execution of this Agreement by The Viera Company and the County and annually upon insurance renewal. The County shall be named as an additional insured on the policy that The Viera Company secures and endorsed with a provision that entitles the County to thirty days written notice from the insurer of any change or cancellation in said policies.

The Viera Company shall also be required to include in any contract for work upon or involving the Designated Premises that the contractor is required to maintain, without cost or expense to the County, the following types of insurance. The policy limits required are to be considered minimum amounts:

- General Liability Insurance in an amount not less than one million dollars combined single limit for each occurrence and to include coverage for Explosion, Collapse, Underground (X.C.U.) hazards.
- Workers' Compensation Insurance (for statutory limits) as required by Florida Statutes, Chapter 440.

Nothing contained in this Agreement shall be construed as a waiver of County's right to the protections of and/or caps on damages afforded by sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the County's potential liability under state or federal law.

The Viera Company shall notify the County promptly in writing of any hazardous condition existing on or about the Designated Premises.

All Improvements or personal property constructed or placed on or about the Designated Premises by The Viera Company or its employees or independent contractors shall be at the risk of The Viera Company, and the County shall not be liable for any damage or loss to any Improvements or personal property located thereon for any cause whatsoever. The Viera Company agrees and understands that the County does not and shall not carry liability, theft, or fire insurance on any of said items or facilities to cover The Viera Company's interests therein. At the time of execution of this Agreement, any existing improvements installed on the Designated Premises will be the maintenance responsibility of The Viera Company. In the event any pre-existing improvements causes damage to County property, to include but not limited to, sidewalk/roadway/curb and gutter/drainage inlets, The Viera Company will be responsible for prompt repair to such County property. If The Viera Company fails to promptly repair the damage, The Viera Company will pay the County all costs incurred by the County to repair the damage.

11. Right of Entry

It is expressly stipulated that this Agreement is a license for permissive use only and that the construction within and/or upon public property pursuant to this Agreement shall not operate to create or vest any property right in said holder. This Agreement does not relieve The Viera Company of local or other jurisdictional requirements. The County or its agents may enter in and on the Designated Premises at any time for any purpose, including inspecting such property or performing other duties of the County as are required by law or by the terms of this Agreement.

12. Compliance with Statutes

The Viera Company shall promptly execute and comply with all statutes, ordinances, rules, regulations, and requirements of all local, state and federal governmental bodies applicable to the Designated Premises for the correction, prevention and abatement of nuisances or other grievances in, upon, or connected with the Designated Premises during the term of the Agreement.

13. Binding Effect; Assignability

This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns. Except as otherwise provided herein below, The Viera Company shall not assign this Agreement or any portion thereof of The Viera Company's rights, obligations, or duties hereunder to any party without the prior written consent of the County. However, the County and The Viera Company acknowledge that upon completing the initial installation of the Improvements upon a particular Public Right-of-Way, it is intended that all of the rights, obligations and duties of The Viera Company under this Agreement relating to the Improvements on that Public Right-of-Way will be assigned by The Viera Company to either the Community Association or a Neighborhood Association (with such assignee association being the "Association" for purposes of this Agreement as to the assigned rights and obligations), as to be determined by The Viera Company in its sole and absolute discretion, but subject to the County's written consent. Any such assignments shall be by a written instrument executed with the formality of a deed on behalf of The Viera Company assigning such rights, obligations and duties to the assignee, and on behalf of the assignee assuming such rights, obligations and duties. Such assignments shall also set forth the address of the assignee for purposes of receiving notices under this Agreement in accordance with paragraph 16 herein below. Upon the execution of such assignments by The Viera Company, the assignee, and the County, and its delivery to the County, the County agrees that The Viera Company shall be released from all obligations and duties hereunder as to the assigned obligations and duties and that the County shall thereafter look solely to the applicable assignee for the performance of such obligations and duties.

14. Independent Contractor

The Viera Company shall perform the services under this Agreement as an independent contractor and nothing herein shall be construed to be inconsistent with this relationship or status. Nothing in the Agreement shall be interpreted or construed to make The Viera Company or any of its agents or employees to be the agent, employee or representative of the County.

15. Termination

This Agreement may be terminated with or without cause by either party upon sixty days' written notice thereof to the other party; provided, however, that upon termination, The Viera Company or, if this Agreement or any portion thereof has been assigned as permitted hereunder, then the applicable assignees of this Agreement, shall, at the request of the County, remove all Improvements to the Designated Premises, or, in the alternative, reimburse the County for the cost of such removal. In the event this Agreement is terminated and the County assumes ownership of the Improvements within the Public Right-of-Way, the County does not assume maintenance responsibility unless expressly provided in writing. Any maintenance performed by the County will not constitute an assumption of maintenance responsibility as may be otherwise assigned by Florida Statute or County Code.

16. Notice; Notice of Breach

Notice under this Agreement shall be given to the County at the office of the County Manager, 2725 Judge Fran Jamieson Way, Bldg. C, Viera, Florida 32940 with a copy to the Public Works Department, 2725 Judge Fran Jamieson Way, Bldg. A. 201, Viera, Florida 32940. Notice under this Agreement shall be given to The Viera Company at 7380 Murrell Road, Suite 201, Viera, Florida 32940 or by email to brenton.albertson@duda.com and vieralegal@duda.com.

In the event the County determines The Viera Company or any assignee has breached any term or provision of this Agreement, the County shall provide written notice of such breach to breaching party and the breaching party shall have thirty days after receipt of such notice to cure such breach or, if such breach is of a nature that it cannot reasonable be cured within such thirty day period, then the breaching party shall have such longer period to cure the breach as is reasonably necessary provided, however, that if the breaching party commences reasonable action to remedy the breach within such thirty day period and diligently and continuously prosecutes such remedy to completion so that such breach is cured in a timely manner.

17. Right to Audit Records

In the performance of this Agreement, The Viera Company and any assignee shall respectively keep books, records and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related only to the performance of this Agreement (and no other books, records, and accounts of The Viera Company or any assignee) shall be open to inspection during regular business hours by an authorized representative of the County upon written notice to The Viera Company or any assignee not less than five business days advance notice and shall be respectively retained by The Viera Company and each assignee for a period of five years after termination of this Agreement. All books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. All records or documents created by The Viera Company or any assignee or provided to The Viera Company or any assignee under the terms of this Agreement, are public records and The Viera Company and any assignee agree to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes.

18. Waiver

The waiver by the County of any of The Viera Company's or any assignee's respective obligations or duties under this Agreement shall not constitute a waiver of any other respective obligation or duty of The Viera Company or any assignee under this Agreement.

19. Entirety and Modifications

This Agreement represents the understanding between the parties in its entirety as to the subject matter of this Agreement and no other agreements, either oral or written, exist between the County and The Viera Company as to the subject matter of this Agreement. This Agreement and any Attachments may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto, except as otherwise provided herein. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto.

20. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

21. Attorney's Fees and Venue

In the event of any legal action to enforce, interpret, or construe the terms of this Agreement, each party shall bear its own attorney's fees and costs. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

22. Construction of Agreement

The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.

(Signatures are on the following page.)

Done, ordered and adopted in Regular Session this 17 day of Sept., 2019.

Attest:

Board of County Commissioners
of Brevard County, Florida



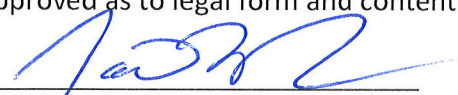
Scott Ellis, Clerk



Kristine Isnardi, Chair

As approved by the Board on 9/17/19

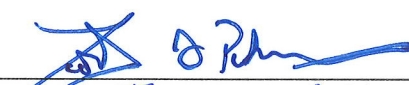
Approved as to legal form and content:



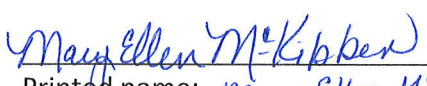
Assistant County Attorney

The Viera Company, a Florida corporation

K. P. Prosser
Printed name: KAREN P. PROSSER



Name: Todd J. Pokrywka
Title: President

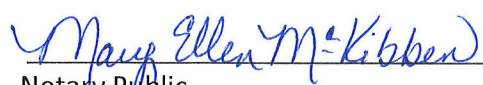

Printed name: Mary Ellen McKibben

STATE OF FLORIDA }

}

COUNTY OF BREVARD}

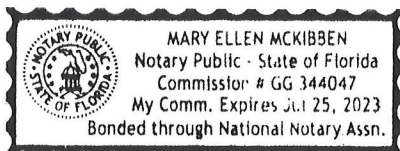
The foregoing instrument was acknowledged before me this 17th day of Sept, 2019,
by Todd J. Pokrywka, as President of The Viera
Company, a Florida corporation, on behalf of the corporation, who is personally known to me.

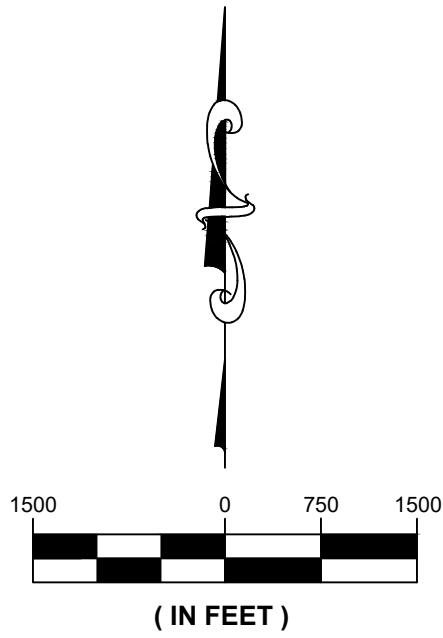


Notary Public

Mary Ellen McKibben

Printed Name





VIERA BOULEVARD

STADIUM PARKWAY

LAKE ANDREW DRIVE

96-1

WICKHAM ROAD

LAKE ANDREW DRIVE

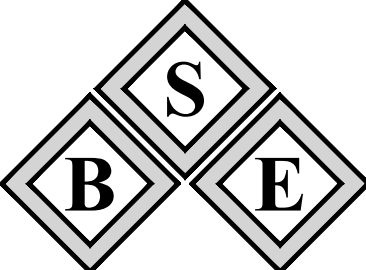
96-1

WEST VIERA
PUD LIMITS

NOTES:

1. THIS EXHIBIT IS A PLANNING TOOL. IN ACCORDANCE WITH THE RIGHT-OF-WAY USE AGREEMENT (WEST VIERA), ATTACHMENT A, DOES NOT INDICATE APPROVAL OF IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY. FINAL LOCATIONS AND OTHER DETAILED DESIGN CONSIDERATION SHALL BE CONTINGENT UPON RIGHT-OF-WAY UTILIZATION PERMITTING AND ACCEPTANCE. ATTACHMENT "A" MAY BE UPDATED WITH THE CONSENT AND APPROVAL BY THE COUNTY.
2. PERMITS ISSUED UNDER THIS AGREEMENT;

DESIGN/DRAWN: HAK / TBS	DATE:08/27/2019



B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING -
LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3074 FAX: (321) 723-1159

CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

WEST VIERA PLANNED UNIT DEVELOPMENT

ATTACHMENT "A"

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

PROJECT NO.

11232

DRAWING NO.

11232_200_039-RW

SHEET

1 of 1

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

Exhibit “B”

The Assigned Improvements

**WRITTEN CONSENT OF
THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
TO PARTIAL ASSIGNMENT AND ASSUMPTION OF
RIGHT-OF-WAY USE AGREEMENT (WEST VIERA)
BETWEEN THE VIERA COMPANY
AND VIERA STEWARDSHIP DISTRICT**

WITNESSETH:

WHEREAS, Brevard County, Florida, a political subdivision of the State of Florida (the "County"), by and through its Board of County Commissioners (the "Board"), and The Viera Company, a Florida corporation ("TVC"), entered into that certain Right-of-Way Use Agreement dated September 17, 2019, relating to the installation of improvements, which may consist of, but are not limited to, improvements for landscaping, signage, hardscape, irrigation, traffic control devices (excluding traffic signals), and/or other related improvements pursuant to plans and specifications approved by the County ("Approved Improvements") within the public rights-of-way that have been or will be dedicated to the County within the West Viera Planned Unit Development of the "Viera" master planned community located in the County ("West Viera Public Rights-of-Way"), a copy of which is attached hereto and incorporated by reference herein as Exhibit "A" (the "Agreement");

WHEREAS, the Agreement provides that TVC may assign its rights, duties, and obligations thereunder or any portion thereof only with the prior written consent of the County, and specifically contemplates assignment by TVC to the "Community Association" or a "Neighborhood Association" in its sole and absolute discretion (as defined therein);

WHEREAS, TVC now desires to assign its rights, duties, and obligations under the Agreement in portions, as it may determine in its sole and absolute discretion, to the Viera Stewardship District, a special purpose unit of local government established pursuant to Chapter 2006-360, Laws of Florida and Chapter 189, Florida Statutes (the "VSD"), with regard to certain Approved Improvements within West Viera Public Rights-of-Way following TVC's installation thereof contingent upon the VSD's agreement to assume same (the "Partial Assignments")

WHEREAS, the Partial Assignments shall be effectuated by one or more instruments which shall each be in a form in substantial conformance with Exhibit "B" attached hereto and incorporated by reference herein (the "Form of Partial Assignment"); and

WHEREAS, the Partial Assignments as so effectuated shall not in any way alter or impair the County's rights under the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the County, by and through the Board, hereby adopts the above recitals and consents to the Partial Assignments contemplated thereby; and

BE IT FURTHER RESOLVED, that the Board hereby authorizes its Chairman to execute this Written Consent to evidence the County's prior written consent as required under the Agreement to the Partial Assignments which may hereafter be severally and independently effectuated between TVC and the VSD utilizing the Form of Partial Assignment with subsequent notice and delivery of a copy to the County but no further consent required.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Rachel Sadoff, Clerk

Rob Feltner, Chairman

As Approved by the Board on _____

Reviewed for Legal Form and Content:

Morris Richardson, County Attorney

Exhibit "A"

The Agreement

See copy of Right-of-Way Use Agreement (West Viera) between Brevard County and The Viera Company dated September 17, 2019, attached hereto and incorporated by reference herein.

Exhibit "B"

The Form of Partial Assignment

See approved form of Partial Assignment and Assumption between The Viera Company and Viera Stewardship District for of Right-of-Way Use Agreement (West Viera) attached hereto and incorporated by reference herein.

**VIERA
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS AI**

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION ("**Work Authorization**"), dated February 3, 2025, authorizes certain work in accordance with that certain *Master Agreement Between the Viera Stewardship District and A. Duda & Sons, Inc., for Canal Maintenance Services*, dated July 26, 2019 (the "**Agreement**"), as may be amended from time to time, by and between:

Viera Stewardship District, a local unit of special-purpose government created and existing pursuant to Chapter 2006-360, *Laws of Florida*, as amended, located in Brevard County, Florida, whose address is care of Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "**VSD**"); and

A. Duda & Sons, Inc., a Florida corporation, with a mailing address of P.O. Box 620257 Oviedo, Florida 32762-0257 (the "**Contractor**" and, together with the VSD, the "**Parties**").

SECTION 1. SCOPE OF SERVICES. In addition to and as part of the Services described in the Agreement and any exhibits and amendments thereto and work authorizations authorized pursuant thereto, the Contractor shall provide the services set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the "**Services**") for the areas more specifically depicted as "2 Mile Canal," "4 Mile Canal," and "Horseshoe Canal" on the Map attached hereto as **Exhibit B**.

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Services under this Work Authorization shall be in the amount set forth in the attached **Exhibit A**.

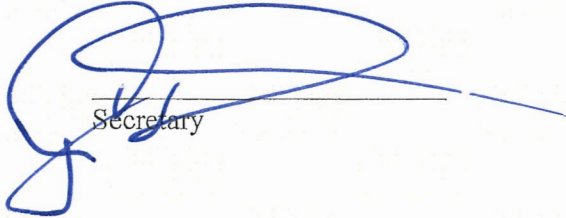
SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

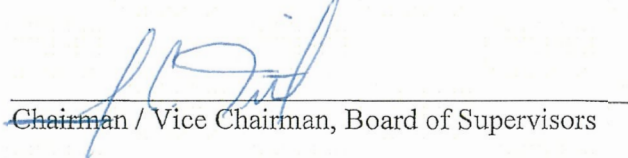
[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

Attest:

VIERA STEWARDSHIP DISTRICT


Secretary


Chairman / Vice Chairman, Board of Supervisors

A. DUDA & SONS, INC., a Florida corporation


(Signature of Witness) Laranikof

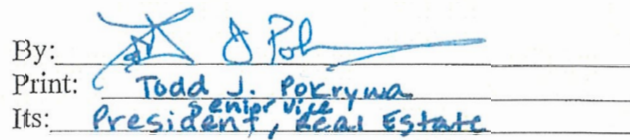
By: 
Print: Todd J. Pokrywa
Its: Senior Vice President, Real Estate

Exhibit A: Scope of Services

Exhibit B: Service Area Map

EXHIBIT A
Scope of Services



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

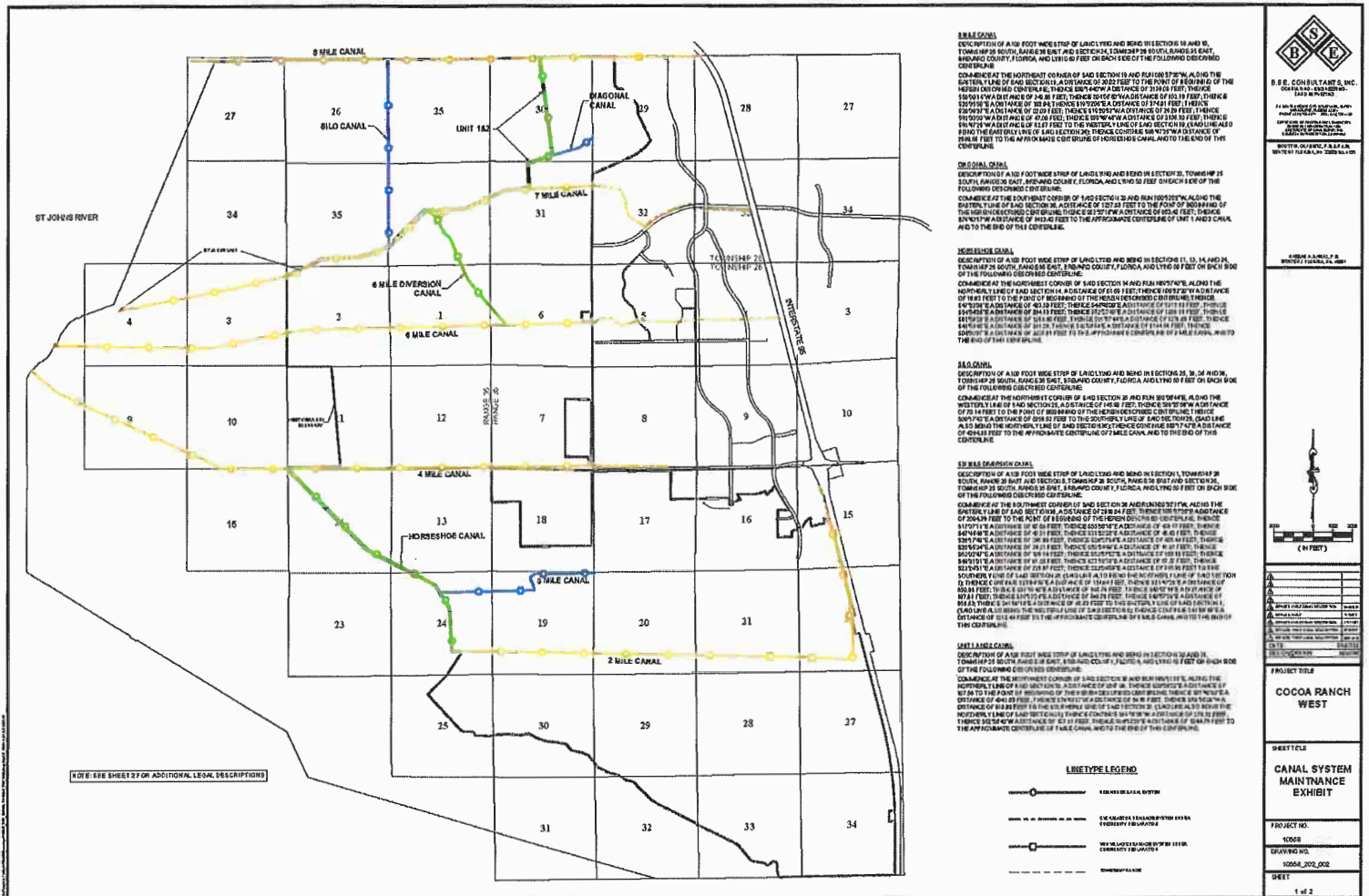
Description:

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.

Service Area Map



**VIERA
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS AII**

WORK AUTHORIZATION NO. 6

THIS WORK AUTHORIZATION ("Work Authorization"), dated May 29, 2025, authorizes *nunc pro tunc* certain work in accordance with that certain *Master Agreement Between the Viera Stewardship District and A. Duda & Sons, Inc., for Land and Habitat Management Services*, dated July 29, 2020, as amended pursuant to that certain Amendment thereto dated February 9, 2024 (collectively, the "Agreement"), by and between:

Viera Stewardship District, a local unit of special-purpose government created and existing pursuant to Chapter 2006-360, Laws of Florida, as amended, located in Brevard County, Florida, whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District"); and

A. Duda & Sons, Inc., a Florida corporation, with a mailing address of P.O. Box 620257 Oviedo, Florida 32762-0257 ("Contractor" and, together with the District, "Parties").


SECTION 1. SCOPE OF SERVICES. In addition to and as part of the Services described in the Agreement and any exhibits, amendments and work authorizations authorized pursuant thereto, the Contractor shall provide the services set forth in the attached **Composite Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the "Services").

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Services under this Work Authorization shall be in the amount set forth in the attached **Composite Exhibit A**.

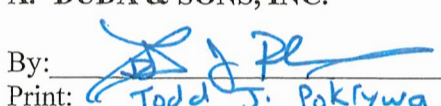
SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect. All other terms and conditions, including insurance requirements, indemnification, sovereign immunity and other Agreement conditions remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

VIERA STEWARDSHIP DISTRICT


Chairman / Vice Chairman, Board of Supervisors

A. DUDA & SONS, INC.

By: 
Print: Todd J. Pokrywa
Its: Senior Vice President, Real Estate

Composite Exhibit A: Scope of Services and Compensation

COMPOSITE EXHIBIT A

Scope of Services and Compensation

Work Authorization #6



May 16, 2025

Viera Stewardship District
c/o Craig Wrathell
District Manager
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Subject: Work Authorization #6 – (Mechanical Brazilian Pepper Removal)

Dear District Manager:

A. Duda & Sons, Inc. (ADS) submits this Work Authorization for its continued provision of land management services to the Viera Stewardship District (VSD) for fiscal year (FY) 2024/2025. ADS will provide these services for the VSD pursuant to our Master Agreement dated July 29, 2020 for Land and Habitat Management Services, as amended, as follows:

A. Duda & Sons – Mechanical Brazilian pepper (BP) removal and Cogon Grass Control

A. Duda & Sons (ADS) shall continue to perform mechanical removal of dense Brazilian Pepper (BP) thickets throughout the Viera Wilderness Park Stage 2 and control Cogon Grass and Climbing Fern invasive species. This mechanical BP removal will include, at a minimum, a mulcher, excavator, loader, roller chopper and qualified operators. Chemical treatments will be required to suppress regrowth, and all such treatments shall comply with applicable environmental regulations and permit requirements.

Fee for Mechanical removal of Brazilian Pepper (BP)

Mulching at \$3,000/week for 45 weeks

Mowing, mulching and tractor spraying for Post Emergent Brazilian Pepper(BP), Cogon Grass, and Climbing Fern

At \$6,500/week for 2 weeks

Fee for Mowing (VBOP)

Mowing at \$1,875/week for 4 weeks

Total Not-to-Exceed Amount: \$155,500, payable in monthly installments based on work completed and accepted by the District

All fees include equipment, labor, materials (including chemical treatments), fuel, and all other expenses necessary to complete the Services.

The above fee does not include services not specifically listed. Any additional services must be pre-approved in writing by the District and shall require an additional Work Authorization executed by both parties.

Please refer to the Conditions in the Master Agreement for Land and Habitat Management Services between the VSD and ADS dated July 29, 2020, as amended. In the event of any conflict between this Work Authorization and the Master Agreement, the terms of this Work Authorization shall control.

Sincerely,

A. Duda and Sons, Inc.

**VIERA
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS B**

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

This Seventeenth Amendment (the "Seventeenth Amendment") is made and entered into to be effective the 23 day of September 2024, by and between:

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

Ecor Industries, Inc., a Florida corporation, whose address is 2840 Electronics Drive, Melbourne, Florida 32935 (the "Contractor," and together with the District, the "Parties").

RECITALS

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

WHEREAS, on October 10, 2017, the District and Contractor entered into that certain *First Amendment to the Agreement for Aquatic Maintenance Services* (the "First Amendment") for maintenance services of certain aquatic areas within the District; and

WHEREAS, on May 30, 2018, the District and Contractor entered into that certain *Second Amendment to the Agreement for Aquatic Maintenance Services* (the "Second Amendment") for maintenance services of certain aquatic areas within the District; and

WHEREAS, on August 8, 2019, the District and Contractor entered into that certain *Third Amendment to the Agreement for Aquatic Maintenance Services* (the "Third Amendment") for maintenance services of certain aquatic areas within the District; and

WHEREAS, on March 19, 2020, the District and Contractor entered into that certain *Fourth Amendment to the Agreement for Aquatic Maintenance Services* (the "Fourth Amendment") for maintenance services of certain aquatic areas within the District; and

WHEREAS, on June 24, 2020, the District and Contractor entered into that certain *Fifth Amendment to the Agreement for Aquatic Maintenance Services* (the "Fifth Amendment") for maintenance services of certain aquatic areas within the District; and

WHEREAS, on June 24, 2020, the District and Contractor entered into that certain *Sixth Amendment to the Agreement for Aquatic Maintenance Services* (the "Sixth Amendment") for catfish stocking of certain aquatic areas within the District; and

WHEREAS, on November 18, 2020, the District and Contractor entered into that certain *Seventh Amendment to the Agreement for Aquatic Maintenance Services* (the "Seventh Amendment") for vegetative biomass removal on Lake 232 within the District; and

WHEREAS, on November 18, 2020, the District and Contractor entered into that certain *Eighth Amendment to the Agreement for Aquatic Maintenance Services* (the "Eighth Amendment") for maintenance of certain aquatic areas within the District; and

WHEREAS, on February 25, 2021, the District and the Contractor entered into that certain *Ninth Amendment to the Agreement for Aquatic Maintenance Services* (the "Ninth Amendment") for maintenance and dosing of certain aquatic areas within the District; and

WHEREAS, on September 1, 2021, the District and the Contractor entered into that certain *Tenth Amendment to the Agreement for Aquatic Maintenance Services* (the “Tenth Amendment”) for maintenance of additional areas; and

WHEREAS, on December 1, 2021, the District and the Contractor entered into that certain *Eleventh Amendment to the Agreement for Aquatic Maintenance Services* (the “Eleventh Amendment”) for maintenance of additional areas; and

WHEREAS, on February 1, 2022, the District and the Contractor entered into that certain *Twelfth Amendment to the Agreement for Aquatic Maintenance Services* (the “Twelfth Amendment”) for maintenance of additional areas; and

WHEREAS, on August 1, 2022, the District and the Contractor entered into that certain *Thirteenth Amendment to the Agreement for Aquatic Maintenance Services* (the “Thirteenth Amendment”) for maintenance of additional areas; and

WHEREAS, on March 1, 2023, the District and the Contractor entered into that certain *Fourteenth Amendment to the Agreement for Aquatic Maintenance Services* (the “Fourteenth Amendment”) for maintenance of additional areas; and

WHEREAS, on August 1, 2023, the District and the Contractor entered into that certain *Fifteenth Amendment to the Agreement for Aquatic Maintenance Services* (the “Fifteenth Amendment”) for maintenance of additional areas; and

WHEREAS, on December 1, 2023, the District and the Contractor entered into that certain *Sixteenth Amendment to the Agreement for Aquatic Maintenance Services* (the “Sixteenth Amendment” and, together with the Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, and Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment, and the Fifteenth Amendment, the “Agreement”) for maintenance of additional areas; and

WHEREAS, the Parties desire to further amend the Agreement to provide for maintenance of additional areas, all identified in Contractor’s proposal attached hereto as **Exhibit A** and incorporated herein by reference (the “Services”); and

WHEREAS, each of the Parties hereto has the authority to execute this Seventeenth Amendment and to perform its obligations and duties hereunder, and each of the Parties have satisfied all conditions precedent to the execution of this Seventeenth Amendment so that this Seventeenth Amendment constitutes a legal and binding obligation of each party hereto.

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

SECTION 1. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Sections 2, 3, 4, and 5 of this Seventeenth Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions remain in full effect and fully enforceable.

SECTION 2. All references in the Agreement to the Work shall be interpreted to mean those Services specified in **Exhibit A** hereto, for the locations identified in the map attached as **Exhibit B** hereto.

SECTION 3. Compensation of the Agreement is hereby amended to authorize the District to compensate Contractor as follows:

A. Monthly Aquatic Weed Control: In a total annual amount not to exceed *Two Hundred Fifty-Five Thousand, Five Hundred Eighty-Eight Dollars and No Cents*

(\$255,588.00), payable in equal monthly installments of *Twenty-One Thousand, Two Hundred Ninety-Nine Dollars and No Cents* (\$21,299.00) for monthly aquatic weed control of the Lakes identified in Section I of **Exhibit A** to this Seventeenth Amendment;

- B. Natural Areas Management: In a total annual amount of *Nineteen Thousand, Five Hundred Twenty Dollars and No Cents* (\$19,520.00), payable in equal quarterly installments of *Four Thousand, Eight Hundred Eight Dollars and No Cents* (\$4,880.00), for the quarterly treatment of invasive and exotic vegetation of the Natural Area identified in Section II of **Exhibit A** to this Seventeenth Amendment;
- C. Preferred Cover Type (PCT) Management: In a total annual amount not to exceed *Thirty-Three Thousand, Nine Hundred, Sixty Dollars and No Cents* (\$33,960.00), payable in quarterly installments of *Eight Thousand, Four Hundred Ninety Dollars and No Cents* (\$8,490.00), for the quarterly treatment of invasive and exotic vegetation identified in Section II of **Exhibit A** to this Seventeenth Amendment.

SECTION 4. Contractor certifies, by acceptance of this Seventeenth Amendment and the Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*.

SECTION 5. All other terms of the Agreement shall remain in full force and effect and are hereby ratified. However, to the extent the terms and conditions set forth in **Exhibit A** or **Exhibit B** conflict with this Seventeenth Amendment or the Agreement, this Seventeenth Amendment and the Agreement shall control.


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

VIERA STEWARDSHIP DISTRICT



Chairman, Board of Supervisors

ECOR INDUSTRIES, INC.,
a Florida corporation



Print: Michael A. Garoust
Its: Vice President

Exhibit A: Contractor's Proposal
Exhibit B: Location Map

Exhibit A Contractor's Proposal

- I. **ECOR agrees to provide monthly services to the lakes in accordance with the terms and conditions of this agreement as listed below:**
- ◆ Control of non-native and invasive emergent shoreline grasses, cattails, torpedo grass, etc., growing up to the high-water mark. Native plants such as bulrush, spikerush, duck potato and pickerelweed are considered beneficial to aquatic habitat and will not be targeted for control unless directed by the **Customer**.
 - ◆ Control of macrophytic and filamentous algae.
 - ◆ Control of floating vegetation such as hyacinths, waterfern, and duckweed.
 - ◆ Contact herbicide applications for suppression of submerged vegetation such as pondweed, eleocharis, and naiad. (Note -- Whole lake dosing for problematic vegetation such as hydrilla, eelgrass, or Illinois pondweed control is not included but can be done as an optional service)
 - ◆ Removal of small trash present at the time of service. Excessive amounts of trash or large items requiring additional labor will be quoted for approval prior to removal.
 - ◆ Monthly inspection and treatment as may be required by **ECOR** to maintain a clean body of water.
 - ◆ Reports indicating general location of washouts or erosion. **ECOR** is not responsible for any repairs.
- II. **ECOR agrees to provide quarterly Natural Areas Management services to the designated conservation areas, wetlands and Preferred Cover Type (PCT) in accordance with the terms and conditions of this agreement as listed below:**
- ◆ Control of Florida Exotic Pest Plant Council's Category I and Category II species.
 - ◆ Control of the nuisance *Ludwigia spp.*, *Typhya spp.*, *Salix caroliniana*, and all vines.
 - ◆ Control of *Sesbania herbacea* and *Eupatorium capillifolium* will be done with the explicit recommendation of the consulting Environmental Specialist.
- (Section II - continued from page 1)
- ◆ Materials, labor, and equipment to perform the work in accordance with the St. John's WMD and Brevard County NRMD permits.
 - ◆ 4 events per year on a quarterly basis to include inspections and necessary treatments to maintain a viable habitat for native plant species as specified in the control section of the permit documents.
 - ◆ Service reports for the inspection findings, control measures taken, and materials used.
- III. **ECOR agrees to provide quarterly services to the 2-Mile Canal in accordance with the terms and conditions of this agreement as listed below:**
- ◆ Control of emergent shoreline grasses, cattails, torpedo grass, etc., growing in the canal basin to minimize obstructions to the storm water flow-way.
 - ◆ Control of floating vegetation such as hyacinths, waterfern and water lettuce that may result in flow-way obstruction or spread to downstream water bodies.
 - ◆ Dosing of 2-Mile Canal with Nautique for control of hydrilla and eelgrass. Serviced and invoiced separately.
 - ◆ Monthly inspection and treatment as may be required by **ECOR** to maintain an open flow-way.
 - ◆ Reports indicating general location of washouts or erosion. **ECOR** is not responsible for any repairs.
- IV. **Optional services quoted as needed:**
- ◆ Aeration systems.
 - ◆ Phosclear treatments for sediment and phosphorous reduction to improve water clarity.
 - ◆ Sonar dosing for hydrilla control.
 - ◆ Littoral shelf plant installations.
 - ◆ Sediment sampling and water quality analysis
 - ◆ Fish stocking
- V. **ECOR will send a service report, invoice, and statement at the end of each month. Customer agrees to pay ECOR the service fees as shown on the fee schedule below.**

VIERA STEWARDSHIP DISTRICT - ATTACHMENT A
SECTION I - MONTHLY AQUATIC WEED CONTROL
October 2024 (17th Amendment)

*NOTE: Site numbers provided by The Viera Company/BSE Lake Maintenance Entity Map
 Sonar dosing for hydrilla control is quoted as an additional treatment.

SITE	LOCATION #16224	SHORELINE FT	ACRES	SVC FEE
132	Adelaide Phase 1 Tract A2	6,300'	17.22	\$ 340.00
157	Addison Park OSN19A	1,230'	0.90	\$ 30.00
158	Addison Park OSN 19B	905'	1.13	\$ 30.00
159	Strom Park Lake OSN 1.01	880'	0.70	\$ 30.00
160	Strom Park Lake Tract E	2,280'	2.72	\$ 110.00
161	Strom Park Lake Tract F	2,150'	2.80	\$ 110.00
162	Strom Park Lake Tract L	2,850'	3.20	\$ 100.00
163	Strom Park Lake Tract M	1,380'	1.49	\$ 45.00
164	Strom Park Lake Tract O	1,100'	1.82	\$ 55.00
165	Strom Park Lake OSN 1.7	3,000'	4.63	\$ 140.00
166	Strom Park Lake OSN 1.8	1,600'	1.33	\$ 40.00
167	Strom Park Lake OSN 1.8	4,550'	7.81	\$ 230.00
168	Strom Park Lake Tract P	980'	0.63	\$ 30.00
173	Reeling Park Tract B	850'	0.54	\$ 30.00
174	Seville Tract E1	1,355'	11.04	\$ 330.00
175	Seville Tract D	1,206'	1.56	\$ 45.00
176	Reeling Park Tract A	2,390'	6.74	\$ 200.00
177	Seville Tract E2	1,485'	2.25	\$ 70.00
178	Adelaide	13,800'	116.00	\$ 1,500.00
179	Adelaide Tract A1	1,560'	2.55	\$ 70.00
180	Adelaide Tracts A4	5620'	18.48	\$ 550.00
277	Adelaide Tract A6	4,400'	9.90	\$ 300.00
181	Adelaide Tract A5	1,640'	2.38	\$ 70.00
182	Adelaide Tract A3	7,800	18.80	\$ 550.00
183	Trasona Tract X	2,630'	2.07	\$ 60.00
184	Trasona Tract A West	750'	0.58	\$ 30.00
185	Trasona Tract I	1,180'	0.50	\$ 30.00
186	Trasona Tract A East	3,140'	3.00	\$ 90.00
187	Trasona Tract B	650'	0.40	\$ 30.00
188	Trasona Tract U	1,790'	1.42	\$ 45.00
189	Trasona Tract V	850'	0.80	\$ 30.00
190	Trasona Tract Y	520'	0.27	\$ 30.00
191	Trasona Tract Z	905'	0.87	\$ 30.00
192	Trasona Tract H	1,560'	1.03	\$ 30.00
193	Trasona Tract C	660'	0.47	\$ 30.00
194	Trasona Tract A3	320'	0.15	\$ 30.00
195	Trasona Tract D	1,350'	0.87	\$ 30.00
196	Trasona Tract G	1,400'	0.68	\$ 30.00
197	Trasona Tract F	670'	0.06	\$ 30.00
198	Trasona Tract J	3,915'	3.52	\$ 105.00

VIERA STEWARDSHIP DISTRICT - ATTACHMENT A
SECTION I (cont'd) - MONTHLY AQUATIC WEED CONTROL
October 2024 (17th Amendment)

*NOTE: Site numbers provided by The Viera Company/BSE Lake Maintenance Entity Map
 Sonar dosing for hydrilla control is quoted as an additional treatment.

SITE	LOCATION #16224	SHORELINE FT	ACRES	SVC FEE
199	Trasona Tract L	1,630'	1.21	\$ 40.00
200	Trasona Tract N	1,520'	1.78	\$ 50.00
201	Trasona Tract CC	2,175'	5.50	\$ 165.00
202	Trasona Tract S	2,030'	2.80	\$ 85.00
203	Trasona Tract R	680'	0.24	\$ 30.00
204	Trasona Tract P	530'	0.39	\$ 30.00
205	Trasona Tract O	1,650'	2.65	\$ 80.00
206	Trasona Tract M	520'	0.12	\$ 30.00
207	Trasona Tract K	2,050'	2.12	\$ 70.00
208	Kerrington Tract M	4,776'	6.03	\$ 180.00
209	Kerrington Tract D	4,120'	6.37	\$ 190.00
210	Kerrington Tract K	2,920'	4.37	\$ 130.00
211	Kerrington Tract E	2,775'	4.00	\$ 120.00
212	Loren Cove Tract F	2,390'	4.12	\$ 130.00
213	Reeling Park Tract C	2,820'	6.91	\$ 200.00
214	Reeling Park Tract OSN2.5	700'	0.40	\$ 30.00
215	Reeling Park Tract OSN2.1	870'	1.05	\$ 30.00
217	Valencia Tract A	4,717'	6.74	\$ 200.00
218	Valencia Tracts B1, B2 & B3	6,805'	13.76	\$ 420.00
219	Valencia Tract C	935'	1.46	\$ 45.00
220	Valencia Tract D	1,020'	1.68	\$ 50.00
221	Stonecrest Tract A1	4,200'	7.68	\$ 230.00
222	Stonecrest Tract A2	4,500'	6.87	\$ 240.00
223	Stonecrest Tract B	5,670'	7.93	\$ 240.00
224	Stonecrest Tract C	1,450'	2.76	\$ 100.00
225	Stonecrest Tract D	940'	2.06	\$ 80.00
226	Stonecrest Tract E	3,325'	4.21	\$ 150.00
235	Reeling Park South Phase 1 Tract H	1,320'	1.43	\$ 60.00
237	Loren Cove South Tract H	860'	1.02	\$ 30.00
238	Loren Cove South Tract H	1,290'	2.19	\$ 70.00
239	Sierra Cove Tract A	650'	0.54	\$ 40.00
240	Sierra Cove Tract B	600'	0.47	\$ 40.00
241	Sierra Cove Tract C	1,155'	1.07	\$ 40.00
242	Sierra Cove Tract D	1,100'	1.26	\$ 40.00
243	Sierra Cove Tract E	370'	0.22	\$ 30.00
244	Sendero/Sierra Cove	1,300'	1.07	\$ 40.00
245	Sierra Cove Ph 1 Tract OSN7-4A	2,080'	2.63	\$ 100.00
246	Sendero/Sierra Cove PH 3 Tract AA	3,940'	4.38	\$ 170.00
248	Sendero/Sierra Cove Tract G	520'	0.46	\$ 40.00
249	Sendero/Sierra Cove Tract H	570'	0.50	\$ 40.00

VIERA STEWARDSHIP DISTRICT - ATTACHMENT A
SECTION I (cont'd) - MONTHLY AQUATIC WEED CONTROL
October 2024 (17th Amendment)

*NOTE: Site numbers provided by The Viera Company/BSE Lake Maintenance Entity Map
 Sonar dosing for hydrilla control is quoted as an additional treatment.

SITE	LOCATION #16224	SHORELINE FT	ACRES	SVC FEE
250	Sendero/Sierra Cove Tract I	550'	0.51	\$ 40.00
251	Sendero/Sierra Cove Tract N	2,150'	4.20	\$ 150.00
252	Sendero/Sierra Cove Tract OSN7.10D	1,410'	2.82	\$ 100.00
253	Sendero/Sierra Cove PH 3 Tract R	1,620'	2.07	\$ 80.00
254	Send/Sierra Cove Ph 1 Tr OSN7-16C	1,690'	2.43	\$ 80.00
255	Send/Sierra Cove Ph 4 Tr OSN7-16D	1,645'	2.70	\$ 100.00
256	Sendero/Sierra Cove PH4-5 Tract U	2,355'	3.33	\$ 130.00
257	Avalonia PH 1 Tract D	3,720'	5.93	\$ 240.00
258	Avalonia PH 1 Tract G	1,935'	3.40	\$ 130.00
259	Avalonia Ph 1 Tract J	3,670'	6.20	\$ 250.00
262	Avalonia PH 1 Tract P	3,825'	5.76	\$ 230.00
227	Bridgewater at Viera Tract A	2,470'	4.81	\$ 140.00
228	Bridgewater at Viera Tract B	1,860'	3.65	\$ 110.00
229	Bridgewater at Viera Tract C	2,140'	5.45	\$ 160.00
230	Bridgewater at Viera Tract H	3,660'	12.91	\$ 390.00
231	Bridgewater at Viera Tract I	3,480'	9.68	\$ 290.00
232	Bridgewater at Viera Tract M	3,270'	5.98	\$ 180.00
233	Bridgewater at Viera Tract N	2,840'	3.88	\$ 120.00
261	Avalonia Ph 1 Tract M	1,540'	3.35	\$ 120.00
264	Bridgewater Central at Viera A	2,400'	5.88	\$ 260.00
265	Bridgewater Central at Viera D	3,500'	6.67	\$ 290.00
266	Bridgewater Central at Viera B	3,550'	8.51	\$ 375.00
267	Bridgewater Central at Viera C	3,300'	8.50	\$ 375.00
268	Bridgewater Central at Viera R	4,160'	10.83	\$ 400.00
269	Bridgewater South Sec 1 Tract A	3,325'	8.52	\$ 375.00
270	Bridgewater South Sec 2 Tract A	2,325'	5.03	\$ 220.00
271	Bridgewater South Sec 2 Tract B	2,800'	8.51	\$ 375.00
272	Bridgewater South Sec 2 Tract F	2,650'	4.56	\$ 200.00
273	Bridgewater South Sec 2 Tract C	2,900'	6.29	\$ 275.00
274	Bridgewater South Sec 2 Tract E	2,050'	4.57	\$ 299.00
275	Bridgewater South Sec 2 Tract D	2,000'	2.39	\$ 110.00
315	Lk Andrew/Pineda Ph 1 Tract B	2,075'	5.10	\$ 225.00
263	Pineda III-E-3	1,400'	1.80	\$ 70.00
279	Viera Village Ctr 1 - Tract A	1,400'	1.01	\$ 40.00
280	Viera Village Ctr 1 A2	1,330	1.24	\$ 50.00
281	Viera Village Ctr 1 A3	840'	0.64	\$ 40.00
282	Aripeka PH 1 Tract Y	1,210'	2.33	\$ 100.00
283	Aripeka PH 1 Tract A	1,190'	1.56	\$ 60.00
284	Aripeka PH 1 Tract D	1,320'	1.99	\$ 80.00
285	Aripeka PH 1 Tract F	1,245'	2.31	\$ 100.00

**VIERA STEWARDSHIP DISTRICT - ATTACHMENT A
SECTION I (cont'd) - MONTHLY AQUATIC WEED CONTROL
October 2024 (17th Amendment)**

*NOTE: Site numbers provided by The Viera Company/BSE Lake Maintenance Entity Map
Sonar dosing for hydrilla control is quoted as an additional treatment.

SITE	LOCATION #16224	SHORELINE FT	ACRES	SVC FEE
296	Pangea Park PH 1 - Tract B	1,420'	3.19	\$ 130.00
297	Pangea Park PH 1 - Tract C	2,220'	6.37	\$ 260.00
298	Pangea Park PH 1 - Tract E	4,230'	9.97	\$ 400.00
299	Pangea Park PH 1 - Tract OS N5-2	6,260'	11.83	\$ 480.00
300	Pangea Park PH 1 - Tract F	930'	1.19	\$ 50.00
301	Pangea Park PH 2 - Tract BB	1,140'	1.75	\$ 70.00
302	Pangea Park PH 2 - Tract W & Laurasia PH 2 Tract F	3,630'	9.52	\$ 390.00
303	Pangea Park PH 2 - Tract Y	2,900'	7.16	\$ 290.00
304	Pangea Park PH 2 - Tract OS N5-4	2,220'	2.91	\$ 120.00
305	Pangea Park PH 2 - Tract V	1,260'	2.32	\$ 100.00
319	Laurasia PH 1 Tract A	1,140'	2.11	\$ 90.00
320	Laurasia PH 1 Tract B	1,870'	3.89	\$ 160.00
325	Laurasia PH 1 Tract Q	970'	1.11	\$ 50.00
332	Del Webb / Farallon Fields	9,250'	32.93	\$ 1,200.00
131	Adelaide 8-Mile Canal PH 1 - Tract G	3,600'	3.30	\$ 400.00

MONTHLY FEE	626.38	\$ 21,299.00
ANNUAL FEE		\$ 255,588.00

**SECTION II - NATURAL AREAS MANAGEMENT
Every Other Month Treatment for Invasive & Exotic Vegetation**

SITE	LOCATION	SCHEDULE	ACRES	SVC FEE
Wetland 12	Sendero/Sierra Tract OSN7.6	Mar/June/Sep/Dec	3.85	\$ 345.00
Wetland 40	Avalonia Phase 1; Tract L	Feb/May/Aug/Nov	5.26	\$ 470.00
Wetland 41	Stonecrest OSN6.1	Feb/May/Aug/Nov	6.66	\$ 600.00
Wetland 60	Viera Village Ctr 1 - Tract B	Feb/May/Aug/Nov	4.00	\$ 360.00
Wetland 62	Addison Center at Viera Tract A	Feb/May/Aug/Nov	1.91	\$ 170.00
Wetland 68	Avalonia Phase 1; Tract E	Mar/June/Sep/Dec	1.58	\$ 140.00
Wetland 69	Loren Cove South Phase I Tract D	Mar/June/Sep/Dec	1.64	\$ 145.00
QUARTERLY SERVICE FEE				\$ 2,230.00
ANNUAL FEE				\$ 8,920.00

**SECTION II - NATURAL AREAS MANAGEMENT
Quarterly Treatment for Invasive & Exotic Vegetation**

SITE	LOCATION	SCHEDULE	ACRES	SVC FEE
TRACT A1.2	Adelaide - NW Corner	Feb/May/Aug/Nov	16.85	\$ 1,400.00
QUARTERLY SERVICE FEE				\$ 1,400.00
ANNUAL FEE				\$ 5,600.00

**SECTION II - NATURAL AREAS MANAGEMENT
Quarterly Treatment for Invasive & Exotic Vegetation**

SITE	LOCATION	SCHEDULE	ACRES	SVC FEE
VWP-2	Aripeka - VWP Stage 2 Natural Areas	Feb/May/Aug/Nov	13.93	\$ 1,250.00
QUARTERLY SERVICE FEE				\$ 1,250.00
ANNUAL FEE				\$ 5,000.00

SECTION II - PREFERRED COVER TYPE (PCT) MANAGEMENT
Quarterly Treatment for Invasive & Exotic Vegetation
 (Page 1 of 2)

PCT SITE	LOCATION	SCHEDULE	ACRES	SVC FEE
N6-44A	Laurasia	Mar/Jun/Sep/Oct	2.98	\$ 270.00
N6-44B	Laurasia	Mar/Jun/Sep/Oct	0.27	\$ 40.00
N6-44C	Laurasia	Mar/Jun/Sep/Oct	2.82	\$ 250.00
N6-44D	Laurasia	Mar/Jun/Sep/Oct	5.58	\$ 500.00
N6-44E	Laurasia	Mar/Jun/Sep/Oct	3.09	\$ 280.00
Wetlands	Aripeka Wetlands (VWP Stage 2)	Jan/Apr/Jul/Oct	13	\$ 1,170.00
8	Aripeka	Jan/Apr/Jul/Oct	23.05	\$ 2,070.00
7	Aripeka	Jan/Apr/Jul/Oct	3.12	\$ 280.00
N6-35	Pangea Park	Mar/Jun/Sep/Dec	2.36	\$ 210.00
N6-42	Laurasia	Mar/Jun/Sep/Oct	0.28	\$ 40.00
4	Aripeka	Jan/Apr/Jul/Oct	1.77	\$ 160.00
5B	Aripeka	Jan/Apr/Jul/Oct	0.1	\$ 40.00
N1-19	Strom Park	Feb/May/Aug/Nov	4.19	\$ 380.00
N2-1	Seville	Feb/May/Aug/Nov	2.02	\$ 180.00
N3-1	Valencia	Feb/May/Aug/Nov	0.36	\$ 40.00
N1-15	Strom Park	Feb/May/Aug/Nov	0.34	\$ 40.00
N1-16	Strom Park	Feb/May/Aug/Nov	0.91	\$ 80.00
N9-1	Bridgewater North	Feb/May/Aug/Nov	1.48	\$ 130.00
N9-2	Bridgewater North	Feb/May/Aug/Nov	2.82	\$ 250.00
1	Aripeka	Jan/Apr/Jul/Oct	0.08	\$ 40.00
2A	Aripeka	Jan/Apr/Jul/Oct	0.91	\$ 80.00
2B	Aripeka	Jan/Apr/Jul/Oct	0.29	\$ 40.00
2C	Aripeka	Jan/Apr/Jul/Oct	0.37	\$ 40.00
5A	Aripeka	Jan/Apr/Jul/Oct	2.48	\$ 220.00
9A	Aripeka	Jan/Apr/Jul/Oct	0.29	\$ 40.00
9B	Aripeka	Jan/Apr/Jul/Oct	1.2	\$ 110.00

SECTION II - PREFERRED COVER TYPE (PCT) MANAGEMENT
Quarterly Treatment for Invasive & Exotic Vegetation
 (Page 2 of 2)

PCT SITE	LOCATION	SCHEDULE	ACRES	SVC FEE
N2-2	Seville	Feb/May/Aug/Nov	0.68	\$ 60.00
N1-1	Strom Park	Feb/May/Aug/Nov	1.25	\$ 110.00
N1-2	Strom Park	Feb/May/Aug/Nov	0.24	\$ 40.00
N1-3	Strom Park	Feb/May/Aug/Nov	0.69	\$ 60.00
N1-5	Strom Park	Feb/May/Aug/Nov	7.71	\$ 690.00
N1-6	Strom Park	Feb/May/Aug/Nov	0.17	\$ 40.00
N1-7	Strom Park	Feb/May/Aug/Nov	0.06	\$ 40.00
N1-8	Strom Park	Feb/May/Aug/Nov	0.02	\$ 40.00
N1-9	Strom Park	Feb/May/Aug/Nov	0.29	\$ 40.00
N1-10	Strom Park	Feb/May/Aug/Nov	0.96	\$ 90.00
N1-11	Strom Park	Feb/May/Aug/Nov	0.19	\$ 40.00
N1-12	Strom Park	Feb/May/Aug/Nov	0.02	\$ 40.00
N1-13	Strom Park	Feb/May/Aug/Nov	1.16	\$ 100.00
N1-14	Strom Park	Feb/May/Aug/Nov	0.34	\$ 40.00
N1-17	Strom Park	Feb/May/Aug/Nov	0.05	\$ 40.00
N1-18	Strom Park	Feb/May/Aug/Nov	0.09	\$ 40.00
QUARTERLY SERVICE FEE				\$ 8,490.00
ANNUAL FEE				\$ 33,960.00

1. ECOR's "Aquatic Service Agreement" will be conducted in a manner consistent with integrated lake management practices. This may include chemical and biological control along with the acceptance that some species of vegetation may be beneficial in maintaining a balanced aquatic ecosystem. ECOR is fully insured, licensed, and certified with documentation provided upon request.
2. It is the Customer's responsibility to notify ECOR of all work areas that are designated as mitigation sites and have desirable plants installed. ECOR assumes no responsibility for damaged plants where Customer has failed to notify ECOR of such areas.
3. ECOR will not be responsible for removal of dead vegetation such as cattails, hyacinths, or torpedo grass, which may take many months to decompose. ECOR can provide these services at a rate of \$50 per hour to cover labor and equipment.
4. ECOR will not be responsible for the cleanup of any dead fish unless directly resulting from a negligent application by ECOR such as using an aquatic herbicide inconsistent with label directions. Fish kills may occur for a variety of reasons including but not limited to runoff, algae blooms, cloudy weather, water temperature, and low dissolved oxygen. ECOR may provide a quotation for such services upon request.
5. ECOR technicians are instructed to remove occasional pieces of trash from the lakes as part of their service inspection. However, trash or debris deemed excessive and requiring additional man hours will be quoted as an optional service.
6. This agreement does not provide for the installation or maintenance of aeration diffusers or fountains. A separate scope of work and service agreement may be provided as needed.
7. ECOR will notify the Customer of any visible erosion, washout problems or issues with water control structures as discovered during regular service rounds. The report will site the specific lake with a general location (ie. Lake 10, northeast corner). ECOR does not provide engineering services and is not responsible for any repairs or maintenance of erosion or washout areas.
8. ECOR advocates the use of triploid grass carp as a biological means of lake management. The stocking of these carp or any other fish is not provided for in this agreement unless so stated.
9. Water use restrictions after treatments are not often required. When restrictions are required, ECOR will notify the Customer in writing of all restrictions that apply. ECOR will not be held liable for damages resulting from the Customer failing to follow restrictions.
10. Customer agrees to pay ECOR upon completion of the work as reported and invoiced for that month with terms of Net 30. Past due balances shall be assessed a finance charge of 1.5% (18% APR) until the entire balance is paid in full. If the Customer fails to make payments as required, the account may be considered by ECOR, at its option, to be in default and the Customer shall be responsible for the payment of all costs of collection, including reasonable attorney fees, as allowed by law. Either party may cancel this agreement with a 30-day written notice.

29

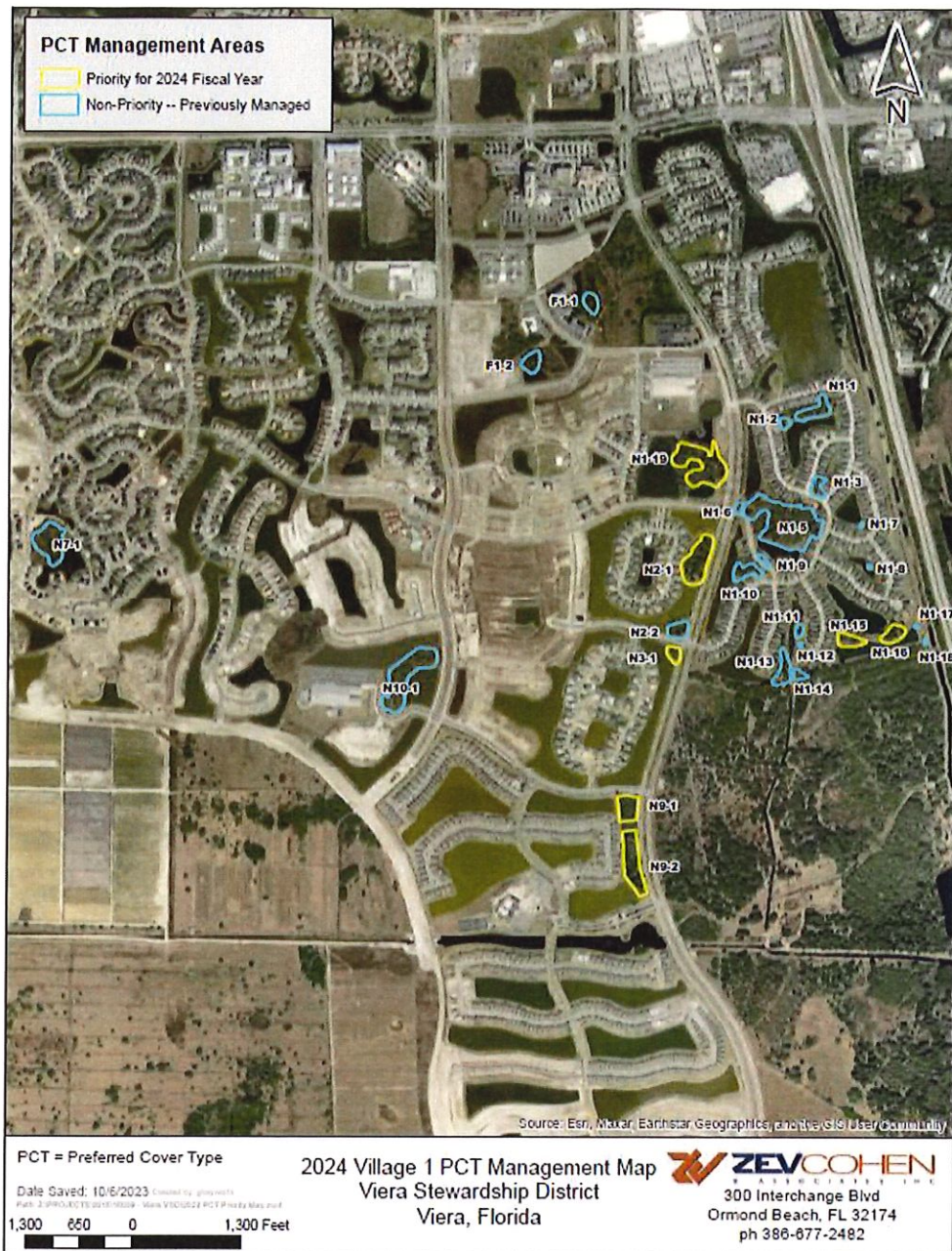
27

Legend:

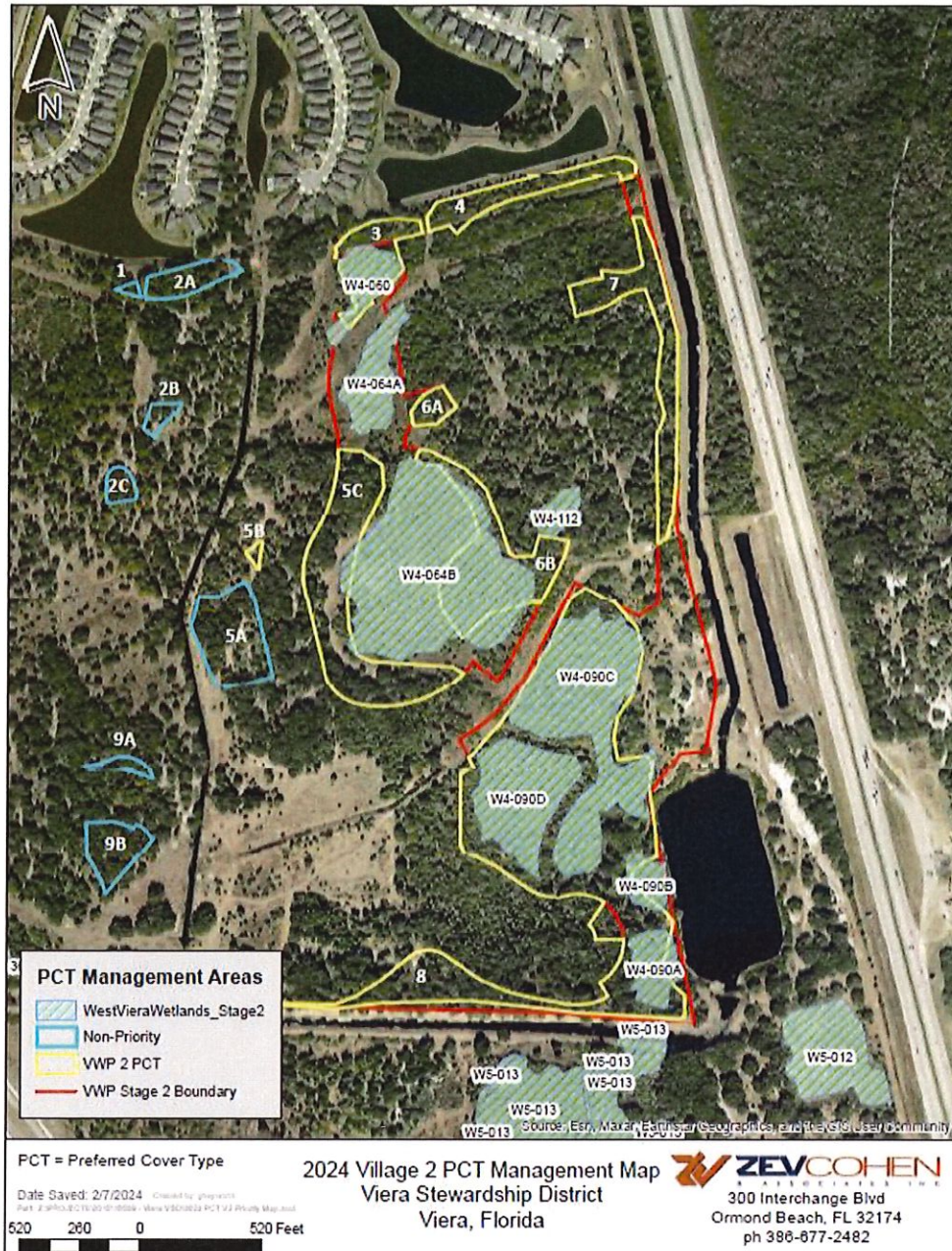
- = BREVARD COUNTY
- = DISTRICT ASSOCIATION
- = CENTRAL VIERA COMMUNITY ASSOCIATION
- = VIERA STEWARDSHIP DISTRICT

Lakes Added - 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 319, 320, 325 & 332









**VIERA
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS CI**

Pole Description	# Installed	# Removed
21' Tapered Concrete	39	
Black Washington Pole 18.5'	2	

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

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

FPL AGREES:

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

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$207.23. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

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

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

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

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

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


Charges and Terms Accepted:

VIERA STEWARDSHIP DISTRICT

FLORIDA POWER & LIGHT COMPANY

Customer (Print or type name of Organization)

By:  3-17-25
Signature (Authorized Representative)

By: 
(Signature)

Todd J. Pokrywa, Chairman
(Print) Viera Stewardship District

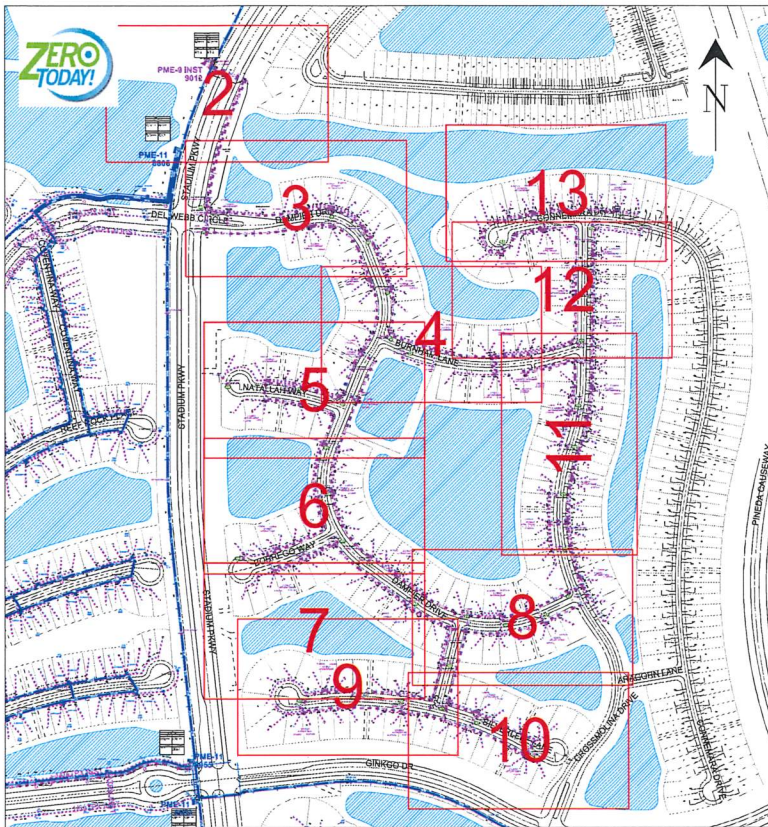
Chris Venoy
(Print or type name)

Title: _____

Title: FPL LT-1 Representative

Cover Sheet: WR#12771380

Page 1 of 13 ☐ INACCESSIBLE ☐ 12KV ☐ 13KV ☐ FUTURE 23KV ☒ 23KV ☐ FUTURE 25KV ☒ 25KV ☐ SALT SPRAY ☐ ROCK



GENERAL NOTES

- NOTIFY CUSTOMERS OF TEMPORARY POWER AND TRAFFIC INTERRUPTIONS.
- PROVIDE WARNING SIGNALS FOR PEDESTRIANS AND TRAFFIC SIGNALS FOR MOTORISTS.
- SERVICE TO TRAFFIC SIGNAL, SCHOOL FLASHING SIGNAL, AND LIFT STATIONS MUST REMAIN ENERGIZED AT ALL TIMES.


CAUTION

- THIS DRAWING IS MERELY AN APPROXIMATION. EXACT LOCATION OF FPL COMPANY UNDERGROUND FACILITIES MUST BE DETERMINED PRIOR TO ANY SUBSURFACE OPERATIONS IN THIS AREA.
- ALL BOUNDARIES ARE APPROXIMATE. ONLY ACCURATE ON THE DAY OF THIS TRANSMISSION. FACILITY LOCATION AND DEPTH SUBJECT TO CHANGE WITHOUT NOTICE. NOT TO BE USED FOR SURVEY OR EXCAVATION PURPOSES.

NOTE: THE LOCATION AND EXISTENCE OF ANY FACILITIES MAY NOT BE RELIED UPON BY THE SUPPLIER IN RESPONDING TO A BID OR IN COMPLYING WITH ANY CONTRACT. SUPPLIER IS RESPONSIBLE FOR EVALUATING SITE CONDITIONS BOTH ABOVE AND BELOW GROUND INCLUDING UNDERGROUND FACILITY LOCATIONS.

American Disabilities Act

If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



-STUB, SEAL, AND ELECTRONICALLY MARK ALL EMPTY SERVICE CONDUITS AT THE LOT CORNER FOR FUTURE EXTENSION TO THE METER.




PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING
AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES
NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS,
INCLUDING THE PROVISIONS CONTAINED IN SECTION 556,
FLORIDA STATUTES.
CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION
ACTIVITIES

Construction Notes:

REQUIRED DRAWINGS:
WR_12771380_18x24 UG

CABLE:
-STREET LIGHT IS #6 DPX HM-HD IN 1-2" PVC WITH 24" MIN COVER
-ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRONIC MARKER
-(XXX') DENOTES CABLE PULL DISTANCE
-UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING

STREET LIGHTS: WR# 12771380
-LOCS, 1-2 STREET LIGHTS ARE HOLOPHANE GRANVILLE
60W 3K 7811L ON 17.5 FT WASHINGTON CONCRETE POLES -
FPL OWNED AND MAINTAINED
-LOCS, 3-41 STREET LIGHTS ARE GE TRADITIONAL WITH
SIDE PANELS 39W 3K 3500L ON 21 FT FIBERGLASS POLES -
FPL OWNED AND MAINTAINED

						Estimate# []		Tree Work# []		Tree Access# []		Tree Staking Req# []				Job Owner: LaurenSmedley		NA: BV		Township: 26 Range: 36 Section: 28	
						Designer/State# []		CT/State# M7# []		Work with SMO# []		Survey/State# []				Designer: Oleksiy Yermeyev				CROSSMOLINA PH1 SL	
						POLE LINE FT:		POLE LINE FT. ON TRANSM. POLES:		TRENCH FT:		DUCT BANK FT:				Date: 12/08/2023					
1		2		3		CITY []		COUNTY RD []		COUNTY AIR []		STATE RD []		FAA []		Original Size: 18 x 24				CROSSMOLINA, MELBOURNE, LA, 32940	
3		4		5		PERMIT REQD []		WAMD []		RR XING []		DR. DIST. []		TRANSM. []							
IPC		DATE		INSTALL 2-60W HLPFN GRVLS, SL ON 17.5 FT CONC PLG, 3R-39W GE TRONTL ON 21 FT FBRLGS PL8																	
						REVISION															
								Requested Tel. Co. Sd. Poles# []		Requested Tel. Co. Transfer# []		Request CATV Transfer# []									
																0' 24' 48"				Dwg No. 12771350_18x24.usd	
																				Map: C00739	
																				Page 1 of 13	

FEEDERS:

PAGE 2

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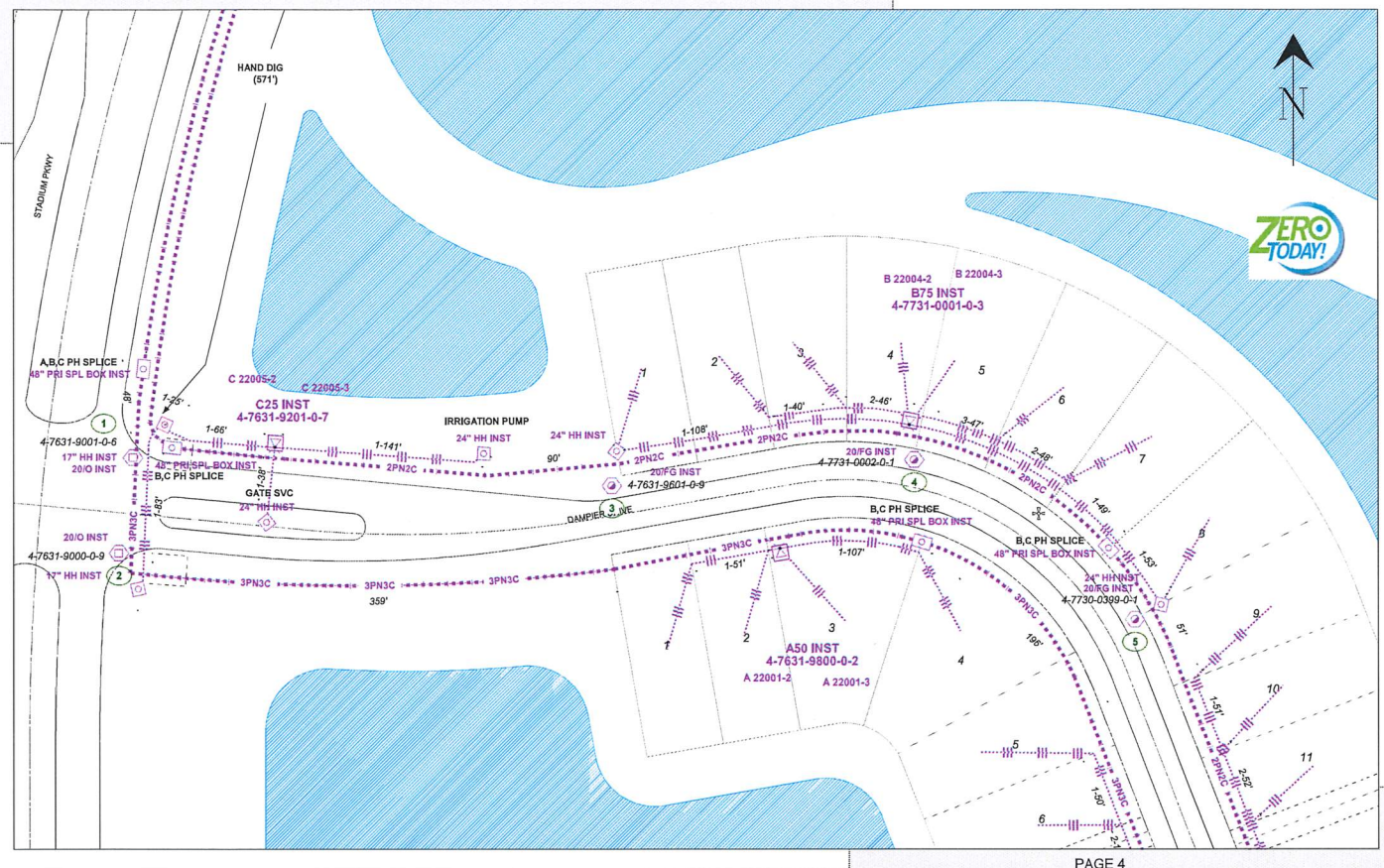
[] 13KV

[] FUTURE 23KV

[X] 23KV

[] SALT SPRAY

[] ROCK



PAGE 4

PLOT DATE/TIME: 12/06/2023 14:12:12
Scale: 1/8" = 24'
PRINTED BY: ray2858

4			AS-BUILT CREW PRINT	JOB CERTIFIED COMPLETED as shown on this AS-BUILT print. No other changes shown on this.	Assessment? []	Tree Work? []	Tree Access? []	Tree Staking Req'd? []	Job Owner: Lauren Stamm	MJK/BV	Township: 26 Range: 36 Section: 20	
3			Foreman's Signature	Supervisor's Signature	Design/State? []	CT/Spacial Mt? []	Work with SMD? []	Survey/State? []	Designer: Oksalya Yermineva		CROSSMOLINA PH1 SL	
2			AS-BUILT COPY	All required ground notes have been taken & verified to be within 1/4" SMD. SMDs are shown on all drawings.	POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:	Date: 12/06/2023	Original Size: 18 x 24	CROSSMOLINA, MELBOURNE, FL, 32940	
1	12/01/2023	INSTALL 2.40W HLPIN GRVLS, SL ON 12.5 FT CONC FLS, 30" TRNLT ON 1/2 FT FBGLS PL	Initials	Cert. Date	PERMIT CITY []	COUNTY RD []	COUNTY AIR []	STATE RD []	FAA []	0' 40' 80'	Dwg No. 12771380_18x24 UG.xml	Map: C00739
IPC	DATE	REVISION	Foreman's Signature	Date	REQD WMD []	RR XING []	DR. DIST. []	TRANSM. []	Requested Tel. Co. Set Poles? []	Requested Tel. Co. Transfer? []	Request CATV Transfer? []	Page 3 of 13

FEEDERS:

[] INACCESSIBLE

[] 13KV

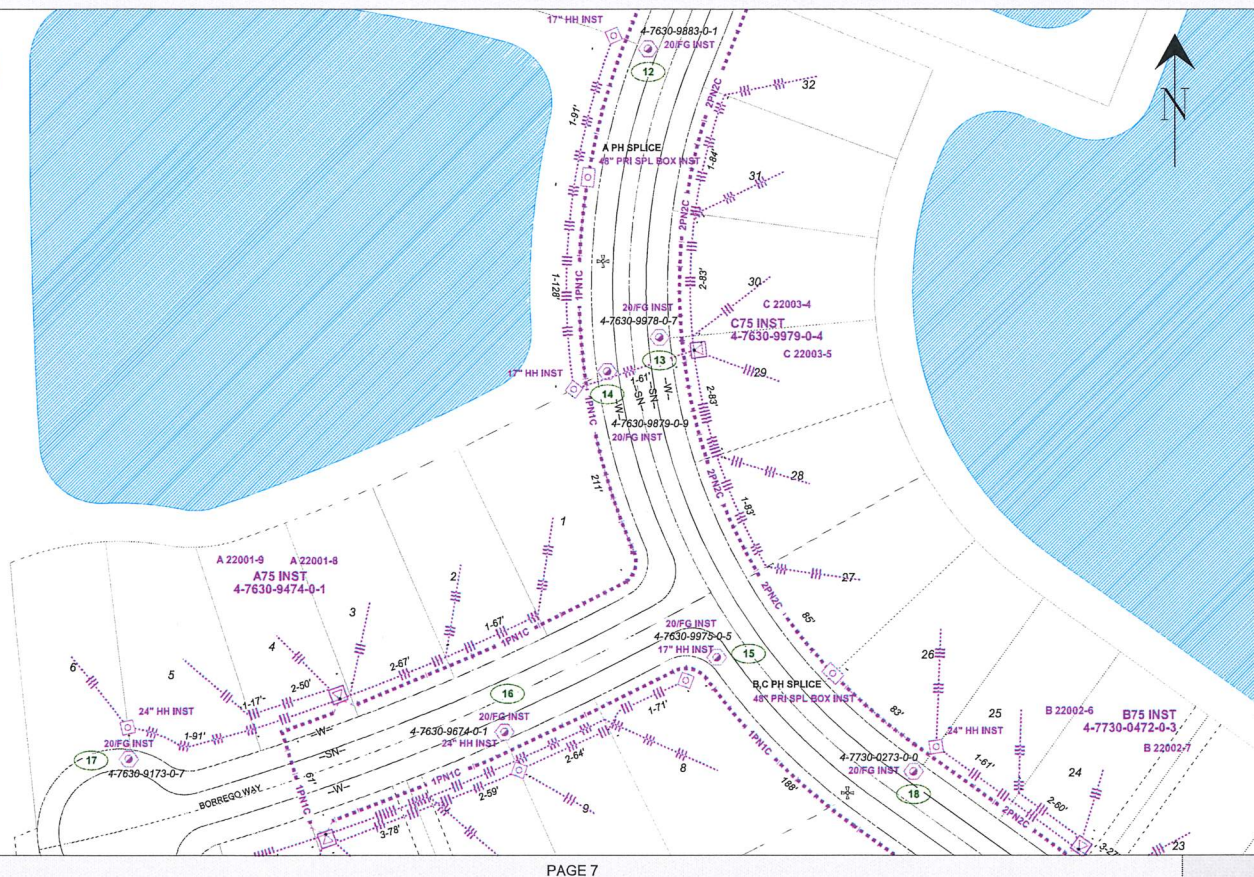
[] FUTURE 23KV

[X] 23KV

[] SALT SPRAY

[] ROCK

PAGE 5



PAGE 8

PAGE 7

4		AS-BUILT CREW PRINT		JOB CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROL.		Easement? []		Tree Work? []		Tree Access? []		Tree Staking Req'd? []			
3		Foreman's Signature		Supervisor's Signature		Design/State? []		CT/Spedal Mt? []		Work with SMO? []		Survey/State? []			
2		AS-BUILT COPY		All required ground rods have been driven & verified to be within FPL Standards. Values are shown in all locations.		POLE LINE FT:		POLE LINE FT. ON TRANSM. POLES:		TRENCH FT:		DUCT BANK FT:			
1		12/01/2023		12/01/2023		INSTALL 2 40W HPHH GRVLS, SL ON 11.3 FT CONC PLS, 31-33W GS THWTL ON 21 FT FBRLS PLS		PERMIT CITY []		COUNTY RD []		COUNTY AIR []		STATE RD []	
IPC		DATE		REVISION		Initials		Car's Date		Foreman's Signature		Date			
										Requested Tel. Co. Set Poles? []		Requested Tel. Co. Transfer? []			
												Request CATV Transfer? []			

Job Owner: LaurenStamm
Designer: Oksoly Yerminev
Date: 12/08/2023
Original Size: 18 x 24
CROSSMOLINA, MELBOURNE, FL, 32940
Map: C00739
Page 6 of 13

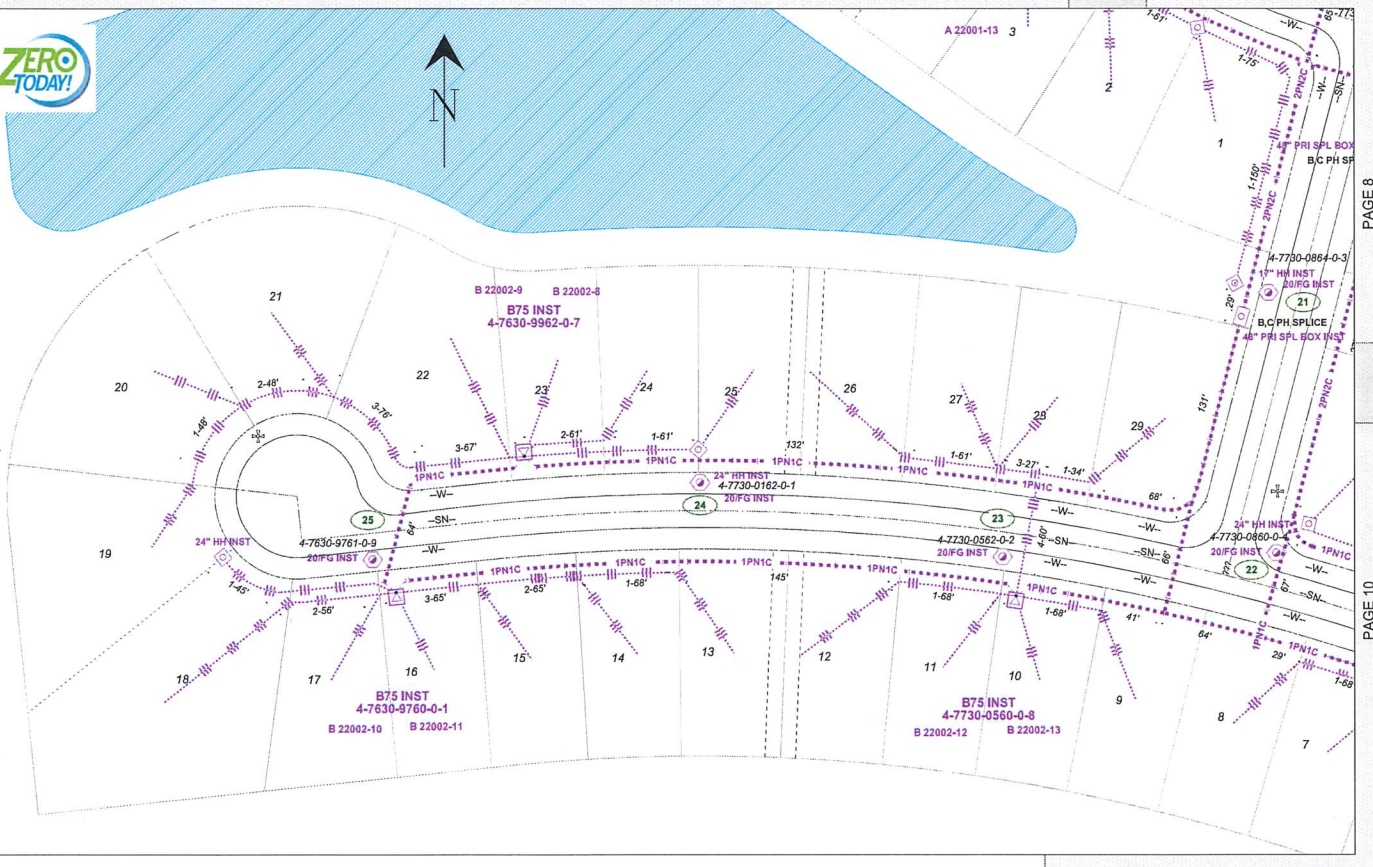
FEEDERS:

[] INACCESSIBLE [] 13KV [] FUTURE 23KV [X] 23KV [] SALT SPRAY [] ROCK

PAGE 7

PAGE 8

PAGE 10

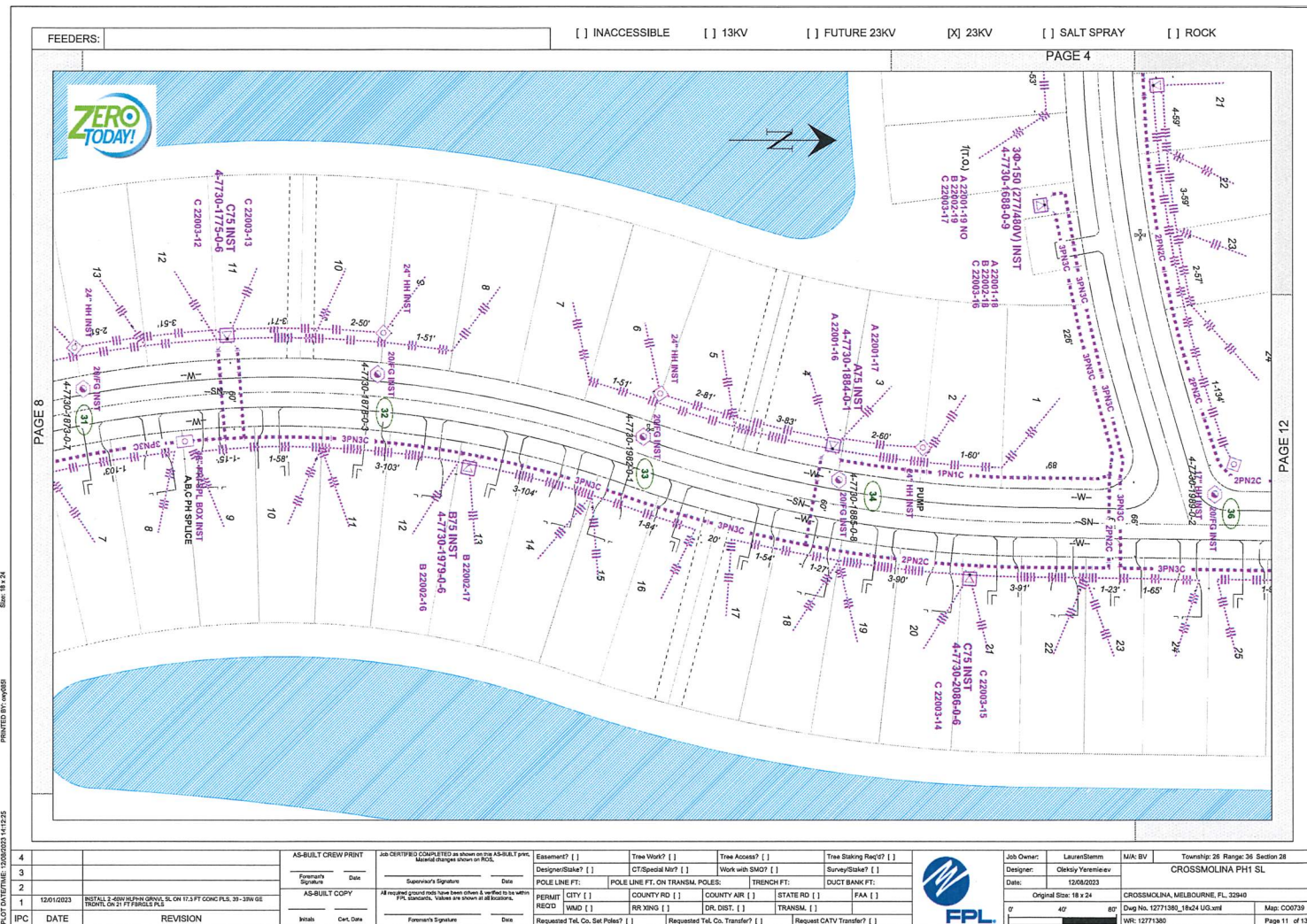


Size: 18 x 24

PRINTED BY: mps088

PLOT DATED/TIME: 12/05/2023 14:12:22

4		AS-BUILT CREW PRINT		JOB CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROL.		Easement? []		Tree Work? []		Tree Access? []		Tree Staking Req'd? []		Job Owner: Lauren Stamm		MIA: BV		Township: 26 Range: 35 Section: 29	
3		Foreman's Signature		Supervisor's Signature		Designer/State? []		CT/Special Mt? []		Work with SMD? []		Survey/State? []		Designer: Oksaly Vermeirev		Date: 12/05/2023		CROSSMOLINA PH1 SL	
2		AS-BUILT COPY		All required ground rods have been driven & verified to be within FPL standards. Values are shown in all locations.		POLE LINE FT:		POLE LINE FT. ON TRANS. POLES:		TRENCH FT:		DUCT BANK FT:		Original Size: 18 x 24		CROSSMOLINA, MELBOURNE, FL 32940			
1		12/01/2023		INSTALL 3-40W SFPN GRVLS SL ON 17.5 FT CONC PLS 39-32W GE FRONTL ON 21 FT FBRCGS PLS		PERMIT CITY []		COUNTY RD []		COUNTY AIR []		STATE RD []		Dwg No. 12771380_18x24 Ugn.dwg		Map: C00739			
IPC		DATE		REVISION		Request CATV Co. Sat Poles? []		Request CATV Co. Transfer? []		Request CATV Transfer? []		Request CATV Transfer? []		FPL		WR: 12771380		Page 9 of 13	



FEEDERS:

[] INACCESSIBLE

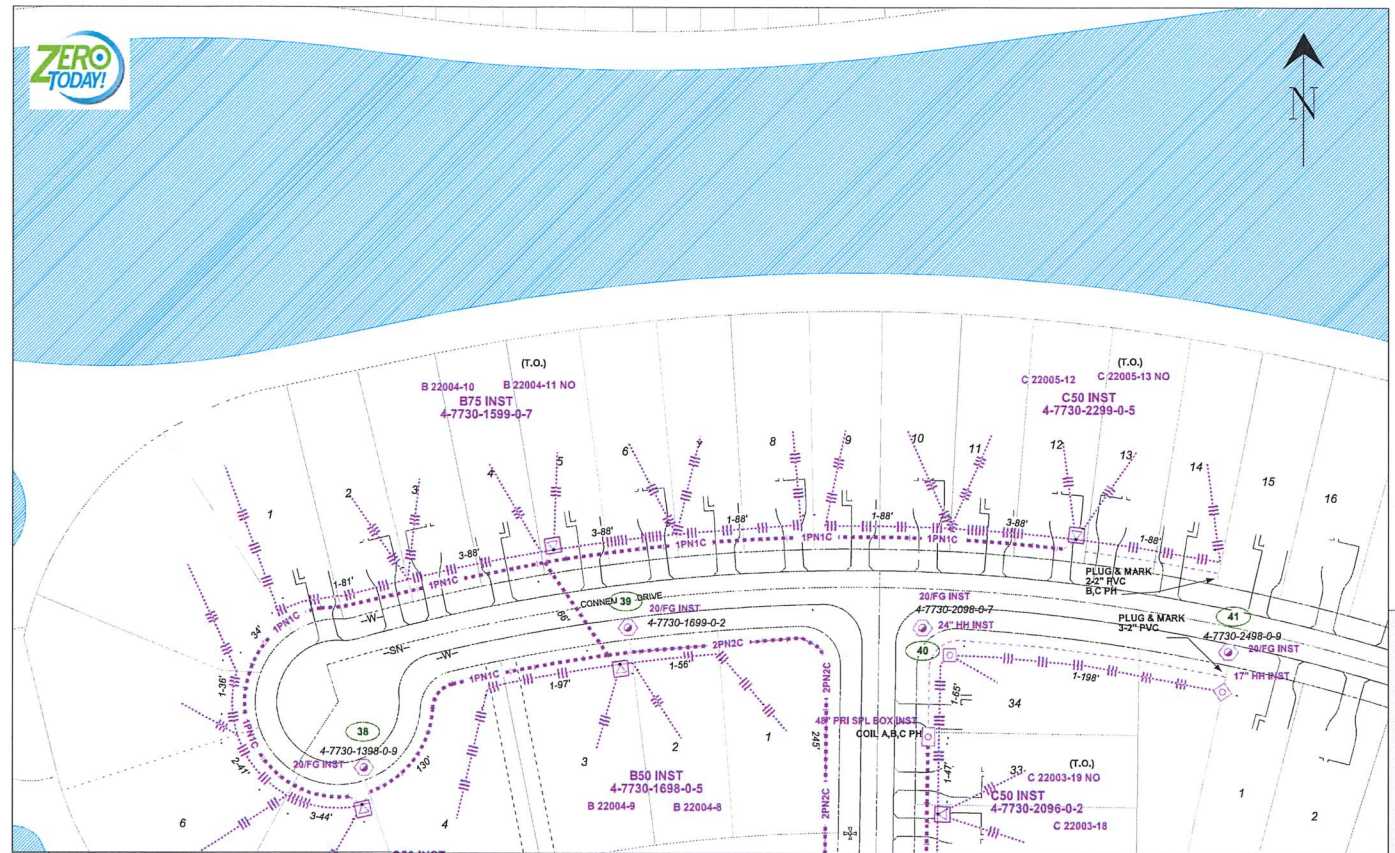
[] 13KV

[] FUTURE 23KV

[X] 23KV

[] SALT SPRAY

[] ROCK



PAGE 12

4		AS-BUILT CREW PRINT	Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROL.	Examined? []	Tree Work? []	Tree Access? []	Tree Staking Req'd? []		Job Owner: Laura/Storm	MAK: BV	Township: 36 Range: 36 Section: 21
3		Foreman's Signature _____ Date _____	Supervisor's Signature _____ Date _____	Designated? []	CT Special Mtg? []	Work with SMOT? []	Survey/State? []		Designer: Cleary/Transmittal	CROSSMOLINA PH1 SL	
2		AS-BUILT COPY	All required ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.	POLE LINE FT. _____	POLE LINE FT. ON TRANS. POLES: _____	TRENCH FT. _____	DUCT BANK FT. _____		Date: 12/08/2023	Original Size: 18 x 24	CROSSMOLINA, MELBOURNE, FL 32940
1	12/01/2023	REVISION	Initials _____ Date _____	PERMIT CITY []	COUNTY RD []	COUNTY AIR []	STATE RD []		FAA []	Dwg No. 12771380_18x24 US.mxd	Map: C00739
IPC	DATE	REVISION	Foreman's Signature _____ Date _____	PERMIT REQD WMD []	RR XING []	DR. DIST. []	TRANS. []	Request CATV Transfer? []	WR: 12771380	Page 13 of 13	

**VIERA
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS CII**



FPL Account Number: 7336734426

FPL Work Request Number: 12834425

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, VIERA STEWARDSHIP DISTRICT (hereinafter called the Customer), requests on this 11th day of March, 2025, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Farallon Fields PH 1 WR12834425, located in Sanford, Florida.

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

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
Traditional Carriage (Town & Country) – W/Side Panels	39	3500	3K	38	
Holophane Granville Black/Black	39	5190	3K	2	

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

Pole Description	# Installed	# Removed
21' black tapered concrete pole	38	
Black Washington Pole 18.5'	2	

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

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

FPL AGREES:

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

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$392.28. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

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

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

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

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

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

Charges and Terms Accepted:

VIERA STEWARDSHIP DISTRICT

Customer (Print or type name of Organization)

By: _____

Signature (Authorized Representative)

Todd J. Pokrywa, Chairman
(Print or type name)
Viera Stewardship District

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: _____

(Signature)

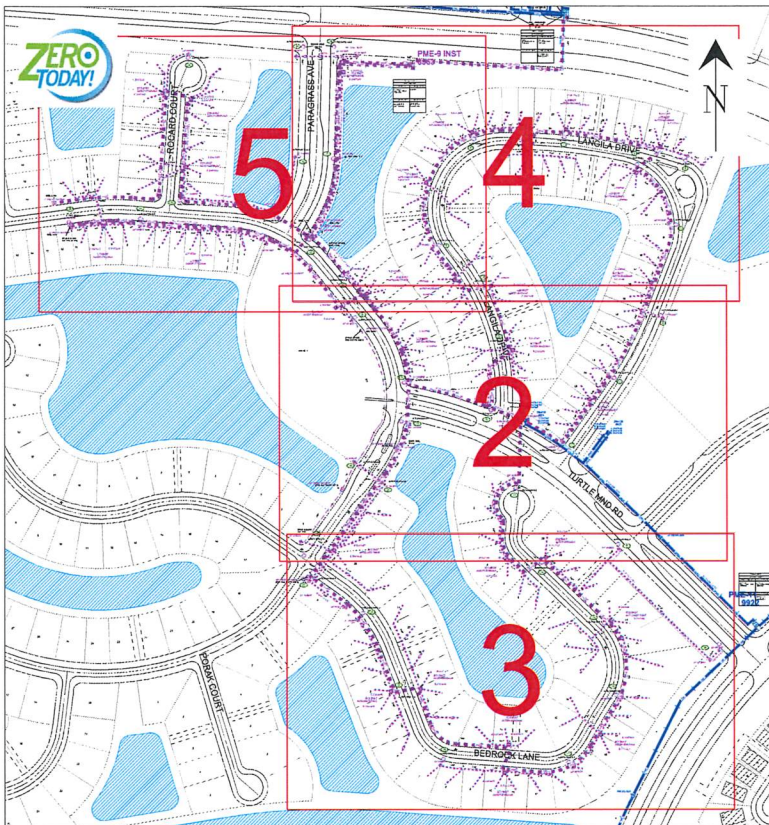
Chris Venoy
(Print or type name)

Title: FPL LT-1 Representative

Cover Sheet: WR#12834425

Page 1 of 5

☐ INACCESSIBLE ☐ 12KV ☐ 13KV ☒ FUTURE 23KV ☐ 23KV ☒ FUTURE 25KV ☐ 25KV ☐ SALT SPRAY ☐ ROCK



GENERAL NOTES
 - NOTIFY CUSTOMERS OF TEMPORARY POWER AND TRAFFIC INTERRUPTIONS.
 - PROVIDE WARNING SIGNALS FOR PEDESTRIANS AND TRAFFIC SIGNALS FOR MOTORISTS.
 - SERVICE TO TRAFFIC SIGNAL, SCHOOL FLASHING SIGNAL, AND LIFT STATIONS MUST REMAIN ENERGIZED AT ALL TIMES.

CAUTION
 - THIS DRAWING IS MERELY AN APPROXIMATION. EXACT LOCATION OF FPL COMPANY UNDERGROUND FACILITIES MUST BE DETERMINED PRIOR TO ANY SUBSURFACE OPERATIONS IN THIS AREA.
 - ALL BOUNDARIES ARE APPROXIMATE. ONLY ACCURATE ON THE DAY OF THIS TRANSMISSION. FACILITY LOCATION AND DEPTH SUBJECT TO CHANGE WITHOUT NOTICE. NOT TO BE USED FOR SURVEY OR EXCAVATION PURPOSES.

NOTE: THE LOCATION AND EXISTENCE OF ANY FACILITIES MAY NOT BE RELIED UPON BY THE SUPPLIER IN RESPONDING TO A BID OR IN COMPLYING WITH ANY CONTRACT. SUPPLIER IS RESPONSIBLE FOR EVALUATING SITE CONDITIONS BOTH ABOVE AND BELOW GROUND INCLUDING UNDERGROUND FACILITY LOCATIONS.

CALL SUNSHINE #811 48 HOURS BEFORE YOU DIG LOCATE MARKINGS COLOR CODE			
	ELECTRIC		WATER
	GAS-OIL-STEAM		SEWER
	TEMP. SURVEY MARKINGS		CABLE TV
	PROPOSED EXCAVATION		

American Disabilities Act
 If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.

-STUB, SEAL, AND ELECTRONICALLY MARK ALL EMPTY SERVICE CONDUITS AT THE LOT CORNER FOR FUTURE EXTENSION TO THE METER.



PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES. CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

Construction Notes:

REQUIRED DRAWINGS:
 12834425_18x24_UG.XML

-ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRONIC MARKER
 -('XXX') DENOTES CABLE PULL DISTANCE
 -UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING

STREET LIGHTS:
 -STREET LIGHTS ARE 38 OF POST TOP TRADITIONAL (PTT) (TOWN & COUNTRY) W/ SIDE PANELS, 39 WATTS; 3500 LUMENS; 3K COLOR TEMP.
 -POLE: BLACK TAPERED CONCRETE TENON MOUNT 21"

-DECORATIVE: 2 (LOCATIONS: 39 & 40) OF HOLOPHANE - GRANVILLE BLACK/BLACK, 60 WATTS; 7811 LUMENS; 3K COLOR TEMP.
 -POLE: BLACK WASHINGTON CONCRETE 18.5' TENON MOUNT.
 - FPL OWNED AND MAINTAINED.

Scale: 1/8" = 24'

PRINTED BY: jcd/kak

PLOT DATE/TIME: 03/06/2024 07:32:46

4		Easement? <input type="checkbox"/>		Tree Work? <input type="checkbox"/>		Tree Access? <input type="checkbox"/>		Tree Staking Req? <input type="checkbox"/>	
3		Design/Status? <input type="checkbox"/>		CT/Special Mv? <input type="checkbox"/>		Work with SMO? <input type="checkbox"/>		Survey/Status? <input type="checkbox"/>	
2		POLE LINE FT: <input type="text"/>		POLE LINE FT. ON TRANSM. POLES: <input type="text"/>		TRENCH FT: <input type="text"/>		DUCT BANK FT: <input type="text"/>	
1		PERMIT CITY <input type="text"/>		COUNTY RD <input type="text"/>		COUNTY AIR <input type="text"/>		STATE AIR <input type="text"/>	
IPC		DATE		REVISION		Requested Tel. Co. Set Poles? <input type="checkbox"/>		Requested Tel. Co. Transfer? <input type="checkbox"/>	

LARGEST A/C TONS:

HOME SQ. FT.

Job Owner: LAUREN S.

Designer: UA Tran

Date: 03/06/2024

Original Size: 18 x 24

Sheet No: 12834425_18x24_UG.xml

Map: C00739

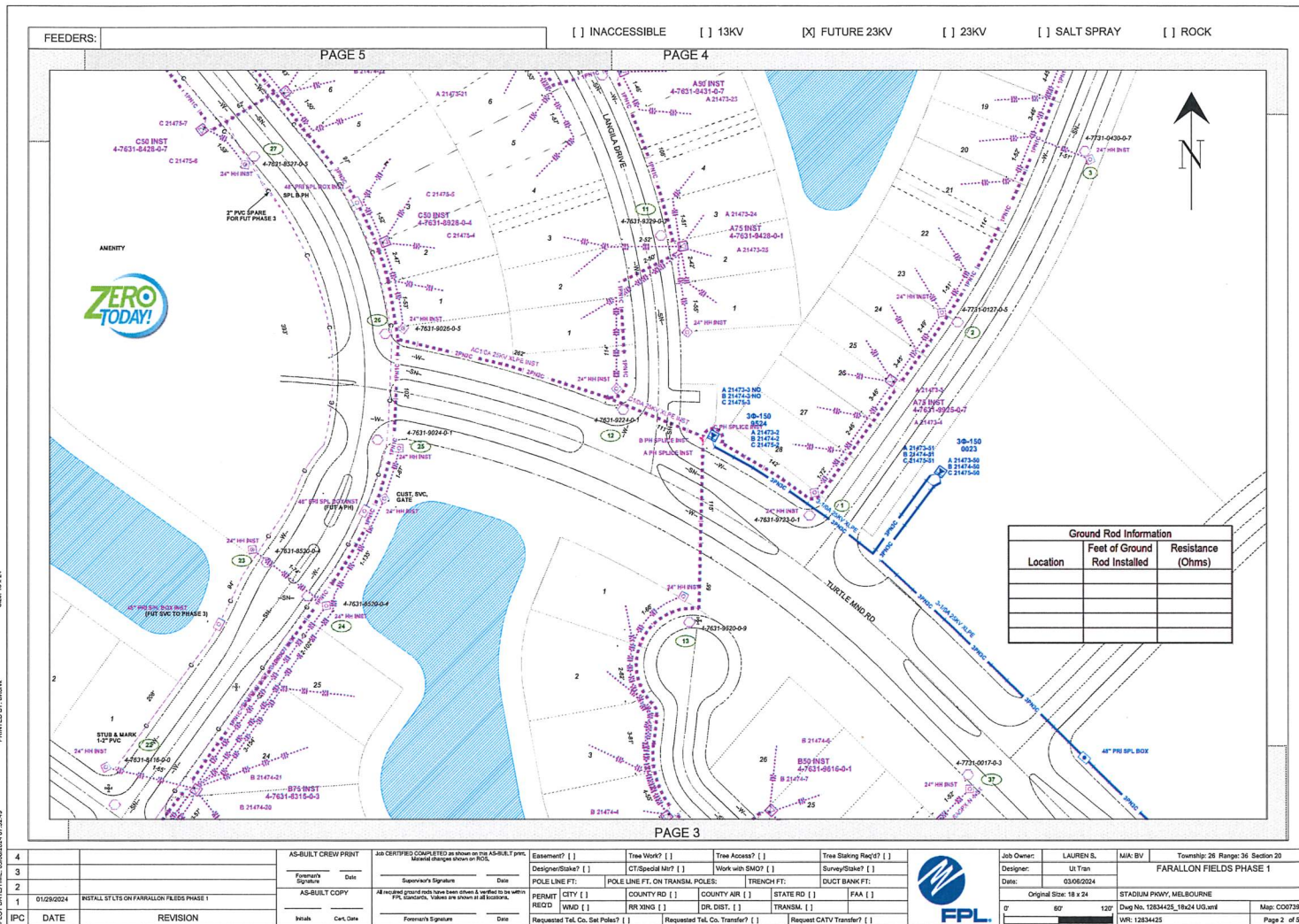
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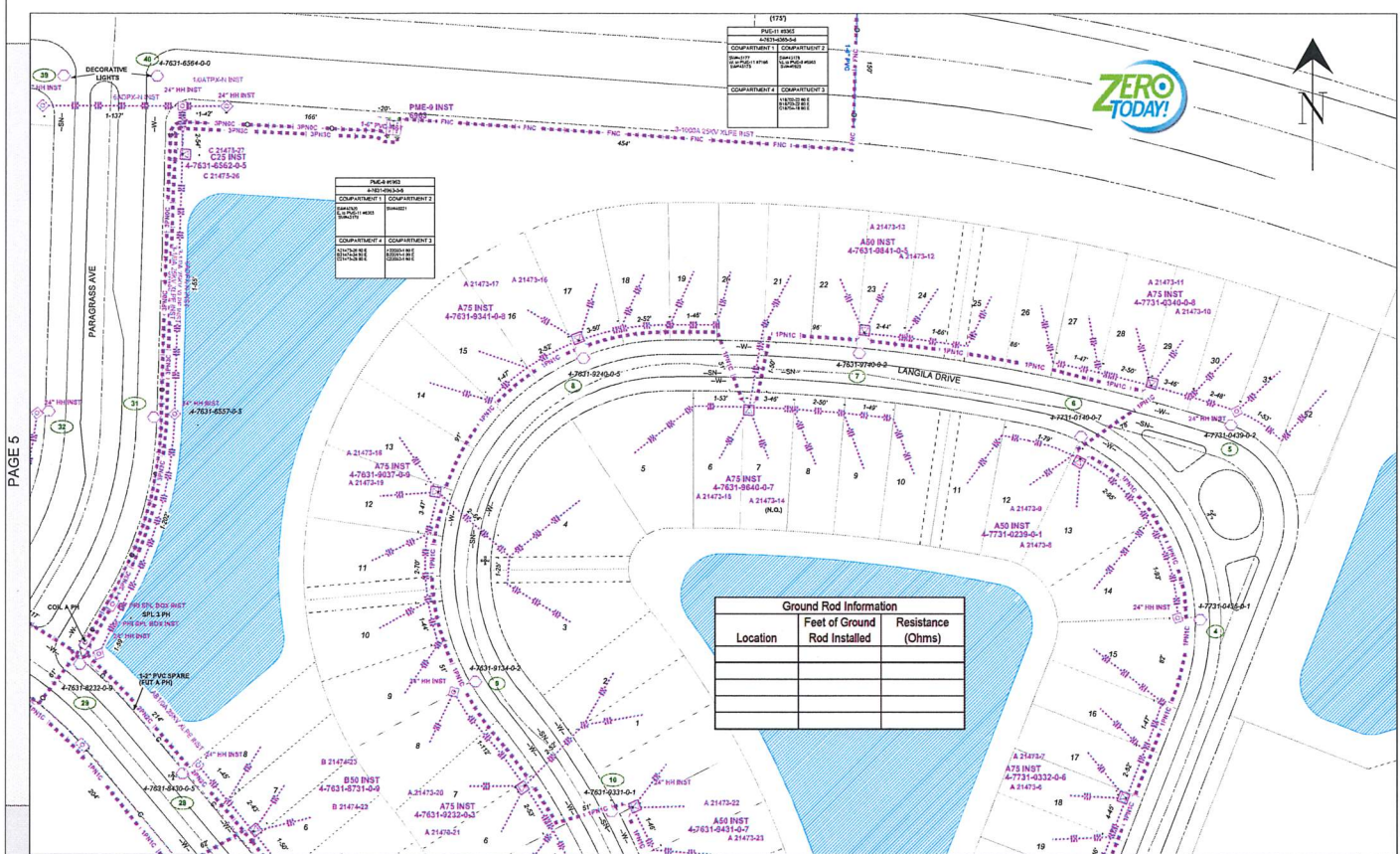
Page 1 of 5

Job No: 12834425

Project: FARALLON FIELDS PHASE 1




Location: STADIUM PKWY, MELBOURNE





Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

PAGE 2

4		AS-BUILT CREW PRINT		AIR CERTIFIED COMPLETED as shown on this AS-BUILT crew print. Material changes shown on ROL.		Easement? [] Tree Work? [] Tree Access? [] Tree Staking Req? []			Job Owner: LAUREN S. MIA BV Township: 26 Range: 30 Section: 20	
		Foreman's Signature _____ Date _____		Designer/Stack? [] CT/Special Mkt? [] Work with SMO? [] Survey/Stacking []		Design: UI Tran			FARALLONS FIELDS PHASE 1	
		AS-BUILT COPY		POLE LINE FT. POLE LINE FT. ON TRANS. POLES. TRENCH FT. DUCT BANK FT.		Date: 03/06/2024				
1		01/26/2024		NETALL ST/LTS ON FARALLONS FIELDS PHASE 1		All material ground notes have been checked & verified to match FPL's records. Values are shown as all locations.			Original Size: 11" x 24"	
						PERMIT CITY [] COUNTY RD [] COUNTY A/R [] STATE RD [] FFA []			STADIUM PLY, MELBOURNE	
						Requested WMD [] RR XING [] OR DIST. [] TRANSM. []			Dwg No. 12834245_18x24 UG.unl	
IPC		DATE		REVISION		Initials _____ Cmt. Date _____			MFG 12834245 Page: 4 of 5	
						Requested Tech. (AS, Poles?) [] Requested Tech. CT Transfer? [] Requested CATV Transfer? []				

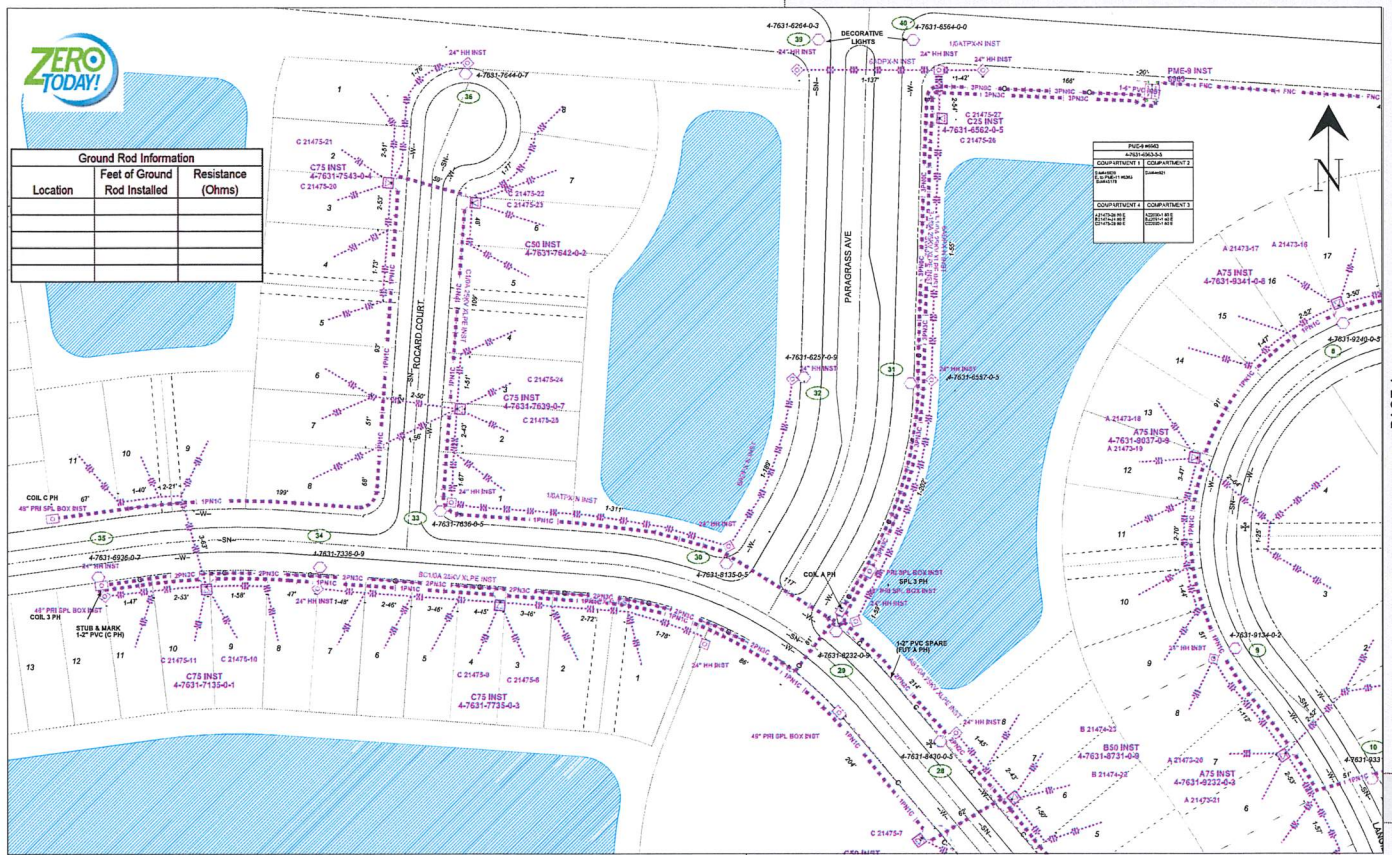
FEEDERS:

[] INACCESSIBLE [] 13KV [X] FUTURE 23KV [] 23KV [] SALT SPRAY [] ROCK



Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

Pole Work	
COMPLETION 1	COMPLETION 2



PAGE 4

PAGE 2

4		AS-BUILT CREW PRINT	Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROL.	<table border="1"> <tr> <td>Designation</td> <td>[]</td> <td>Tree Work</td> <td>[]</td> <td>Tree Access</td> <td>[]</td> <td>Tree Staking Req'd</td> <td>[]</td> </tr> <tr> <td>Design</td> <td>[]</td> <td>CT Special MP</td> <td>[]</td> <td>Work with SHOT</td> <td>[]</td> <td>Survey/Station</td> <td>[]</td> </tr> <tr> <td>Pole Line</td> <td>[]</td> <td>Pole Line</td> <td>[]</td> <td>Trench</td> <td>[]</td> <td>Duct Bank</td> <td>[]</td> </tr> <tr> <td>County</td> <td>[]</td> <td>County</td> <td>[]</td> <td>State</td> <td>[]</td> <td>FAA</td> <td>[]</td> </tr> <tr> <td>Request</td> <td>[]</td> <td>Request</td> <td>[]</td> <td>Request</td> <td>[]</td> <td>Request</td> <td>[]</td> </tr> </table>	Designation	[]	Tree Work	[]	Tree Access	[]	Tree Staking Req'd	[]	Design	[]	CT Special MP	[]	Work with SHOT	[]	Survey/Station	[]	Pole Line	[]	Pole Line	[]	Trench	[]	Duct Bank	[]	County	[]	County	[]	State	[]	FAA	[]	Request	[]	Request	[]	Request	[]	Request	[]
Designation	[]	Tree Work	[]	Tree Access	[]	Tree Staking Req'd	[]																																					
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Request	[]	Request	[]	Request	[]	Request	[]																																					
3		AS-BUILT COPY	Foreman's Signature	Supervisor's Signature	Date	<table border="1"> <tr> <td>Job Owner</td> <td>LAUREN S.</td> <td>Min. BV</td> <td>Township: 26 Range: 36 Section: 28</td> </tr> <tr> <td>Design</td> <td>03/05/2024</td> <td colspan="2">FARALLON FIELDS PHASE 1</td> </tr> <tr> <td>Date</td> <td>Original Size: 18 x 24</td> <td colspan="2">STADIUM PKWY, MELBOURNE</td> </tr> <tr> <td>IPC</td> <td>DATE</td> <td>REVISION</td> <td>Map: CR0739</td> </tr> </table>		Job Owner	LAUREN S.	Min. BV	Township: 26 Range: 36 Section: 28	Design	03/05/2024	FARALLON FIELDS PHASE 1		Date	Original Size: 18 x 24	STADIUM PKWY, MELBOURNE		IPC	DATE	REVISION	Map: CR0739																					
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IPC	DATE	REVISION	Map: CR0739																																									



**VIERA
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS CIII**



FPL Account Number: 7336734426

FPL Work Request Number: 12834430

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, VIERA STEWARDSHIP DISTRICT (hereinafter called the Customer), requests on this 11th day of March, 2025, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Farallon Fields PH 2 WR 12834430, located in Sanford, Florida.

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

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
Traditional Carriage (Town & Country) – W/Side Panels	39	3500	3K	20	

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

Pole Description	# Installed	# Removed
21' tapered concrete pole	20	

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

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

FPL AGREES:

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

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$59.51. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

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

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

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

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

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

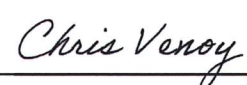
Charges and Terms Accepted:

VIERA STEWARDSHIP DISTRICT

FLORIDA POWER & LIGHT COMPANY

Customer (Print or type name of Organization)

By:  3-17-25
Signature (Authorized Representative)

By: 
(Signature)

Todd J. Pokrywa, Chairman
(Print or type name)
Viera Stewardship District

Chris Venoy
(Print or type name)

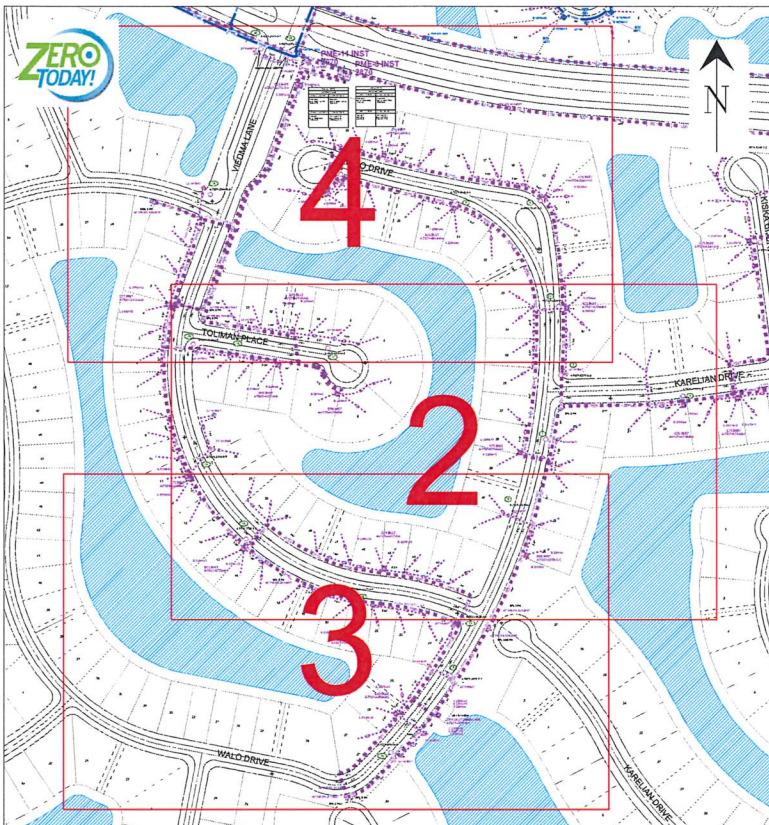
Title: _____

Title: FPL LT-1 Representative

Cover Sheet: WR#12834430

Page 1 of 4

☐ INACCESSIBLE ☐ 12KV ☐ 13KV ☐ FUTURE 23KV ☒ 23KV ☐ FUTURE 25KV ☒ 25KV ☐ SALT SPRAY ☐ ROCK



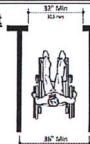
GENERAL NOTES

- NOTIFY CUSTOMERS OF TEMPORARY POWER AND TRAFFIC INTERRUPTIONS.
- PROVIDE WARNING SIGNALS FOR PEDESTRIANS AND TRAFFIC SIGNALS FOR MOTORISTS.
- SERVICE TO TRAFFIC SIGNAL, SCHOOL FLASHING SIGNAL, AND LIFT STATIONS MUST REMAIN ENERGIZED AT ALL TIMES.

CAUTION
- THIS DRAWING IS MERELY AN APPROXIMATION. EXACT LOCATION OF FPL COMPANY UNDERGROUND FACILITIES MUST BE DETERMINED PRIOR TO ANY SUBSURFACE OPERATIONS IN THIS AREA.
- ALL BOUNDARIES ARE APPROXIMATE. ONLY ACCURATE ON THE DAY OF THIS TRANSMISSION. FACILITY LOCATION AND DEPTH SUBJECT TO CHANGE WITHOUT NOTICE. NOT TO BE USED FOR SURVEY OR EXCAVATION PURPOSES.

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American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



-STUB, SEAL, AND ELECTRONICALLY MARK ALL EMPTY SERVICE CONDUITS AT THE LOT CORNER FOR FUTURE EXTENSION TO THE METER.

[illegible]

PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING
AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES
NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS,
INCLUDING THE PROVISIONS CONTAINED IN SECTION 556,
FLORIDA STATUTES.
CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION
ACTIVITIES

Construction Notes:

REQUIRED DRAWINGS:
12834430_18x28_UG.XML

- ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRONIC MARKER
- (XXX') DENOTES CABLE PULL DISTANCE
- UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING
- ALL HANDHOLES ARE 24" (UNLESS NOTED)

STREET LIGHTS:

-STREET LIGHTS ARE 18 OF POST TOP TRADITIONAL (TOWN & COUNTRY) W/ SIDE PANELS. 39 WATTS; 3500 LUMENS; 3K COLOR TEMP.
-POLE: BLACK TAPERED CONCRETE TENON MOUNT 21'.

- DECORATIVE: 2 (LOCATIONS 19 & 20) OF HOLOPHANE-GRANVILLE BLACK/BLACK, 60 WATTS; 7811 LUMENS; 3K COLOR TEMP.
- POLE: BLACK WASHINGTON CONCRETE, 18.5' TENON MOUNT.

-FPL OWNED AND MAINTAINED.

LARGEST A/C TONS:	
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HOME SQ. FT.



Job Owner:	LAUREN
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Designer:	Ut Trans
-----------	----------

Date:	01/31/200
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Original Size: 18 x 24

N/A: BV	Township: 26 Range: 36 Section 20
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	FARALLON FIELDS	Ph2.
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	STREET LIGHTS
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STADIUM PKWY, MELBOURNE	
DATE: 11/05/2013 10:31 AM	BY: 33333

Map: CH0739 Page 1 of 4

Size: 10 x 24

PRINTED BY: UNTORVK

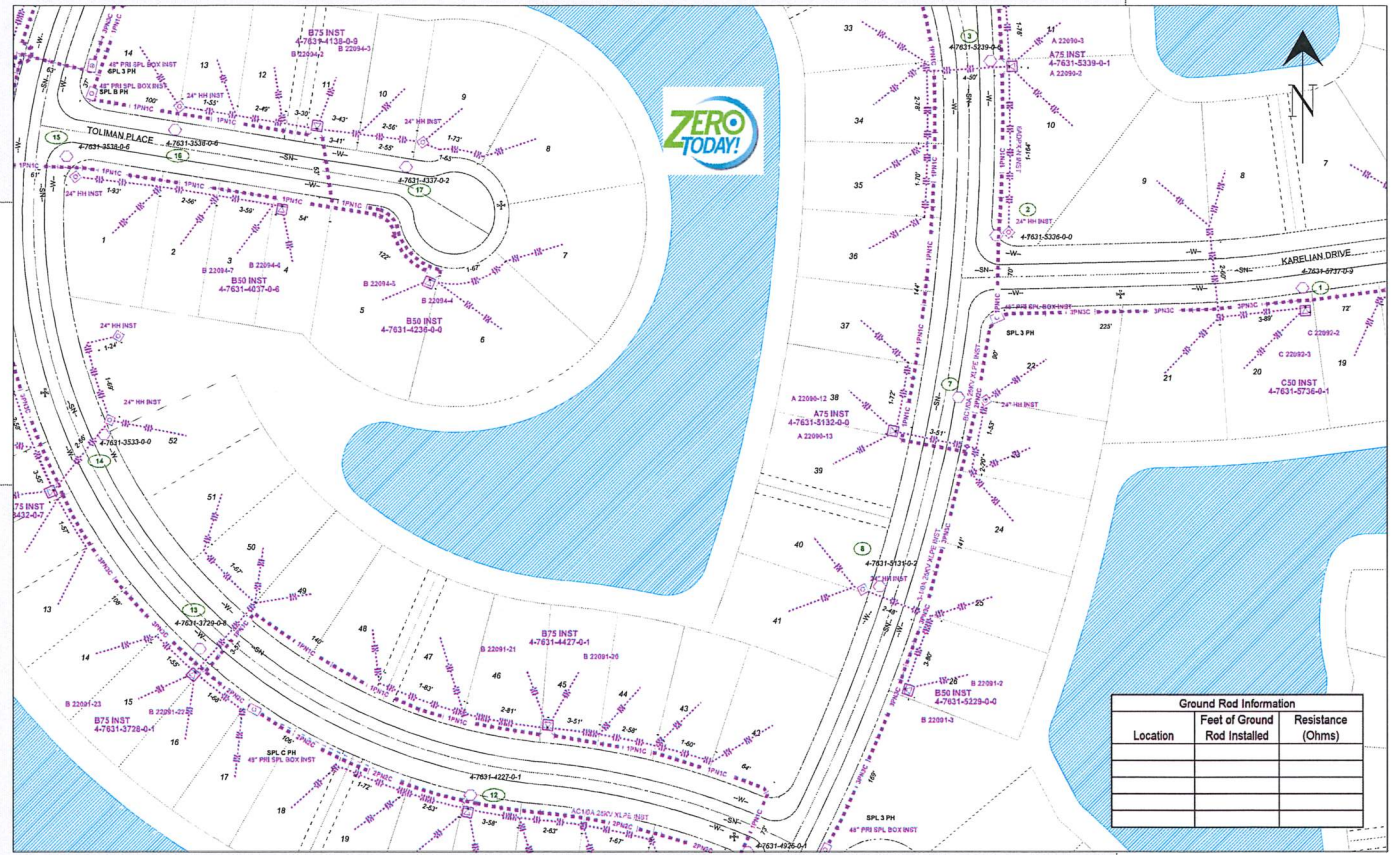
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[illegible]

FEEDERS:

[] INACCESSIBLE [] 13KV [] FUTURE 23KV [X] 23KV [] SALT SPRAY [] ROCK

PAGE 4

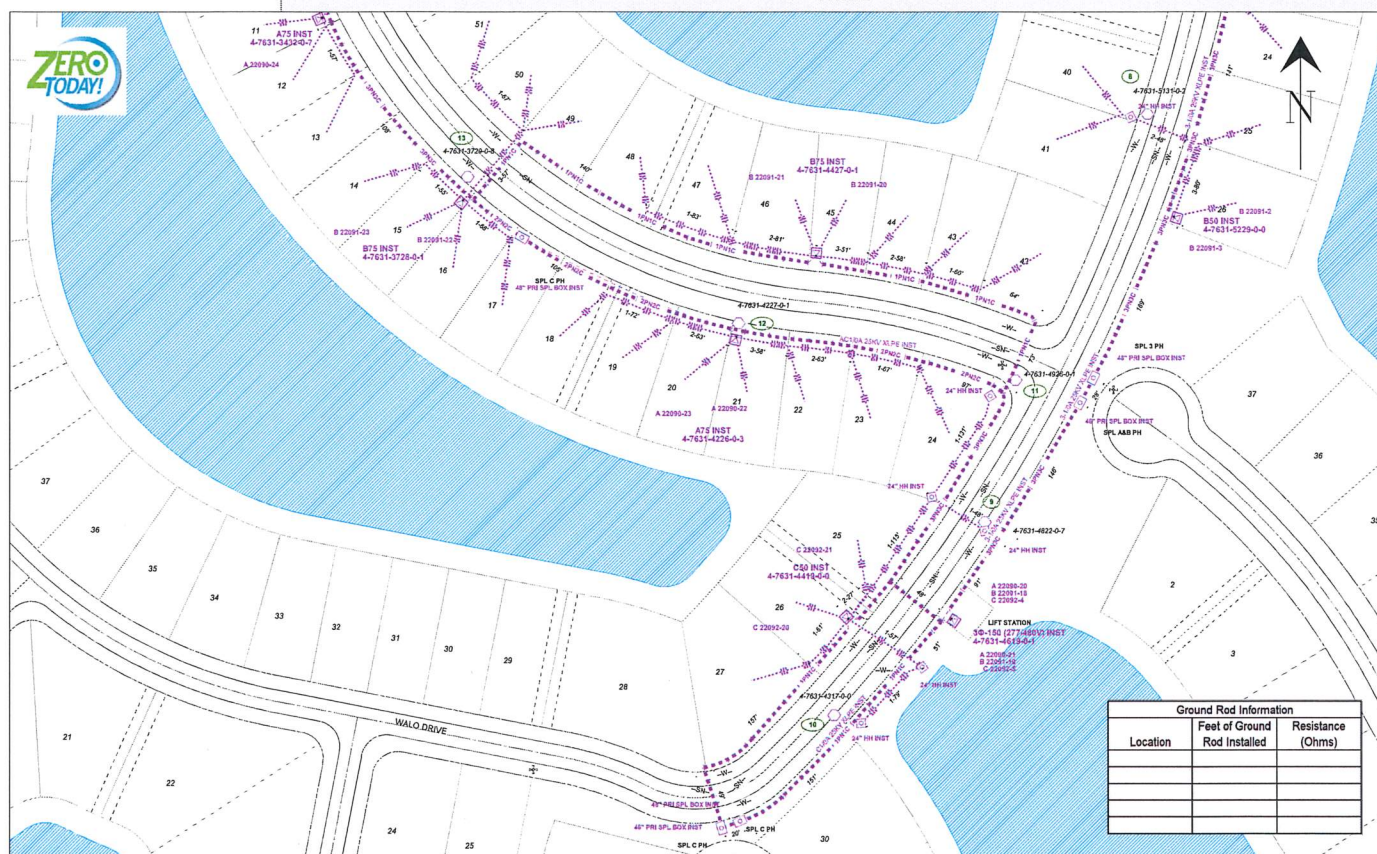


Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

PAGE 3

4		AS-BUILT CREW PRINT	JOB CERTIFIED COMPLETED as shown on the AS-BUILT print. Material changes shown on ROL.	Estimate? []	Tree Work? []	Tree Access? []	Tree Staking Req'd? []		Job Owner: LAUREN S.	MIA BV	Township 26 Range 36 Section 28
3		Foreman's Signature	Supervisor's Signature	Designer/State? []	CT/Special Mt? []	Work with SMOT? []	Survey/State? []		Designer: Ua Tran	FARALLON FIELDS	
2		AS-BUILT COPY	All required ground rods have been driven & verified to be within PPA boundaries. Values are shown in all locations.	POLE LINE FT.:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT.:	DUCT BANK FT.:		Date: 01/31/2024	STADIUM PKWY, MELBOURNE	
1	01/28/2024	INSTALL ST LITS ON FARALLON FIELDS PHASE 3	PERMIT CITY []	COUNTY RD []	COUNTY AIR []	STATE RD []	FAA []		Original Size: 18 x 24	Dwg No. 1283430_18x24 UG.xml	
IPC	DATE	REVISION	Initials	Cmt. Date	Foreman's Signature	Date	Requested Tel. Co. Set Poles? []	Requested Tel. Co. Transfer? []	Request CATV Transfer? []	WR: 1283430	Map: CR0739

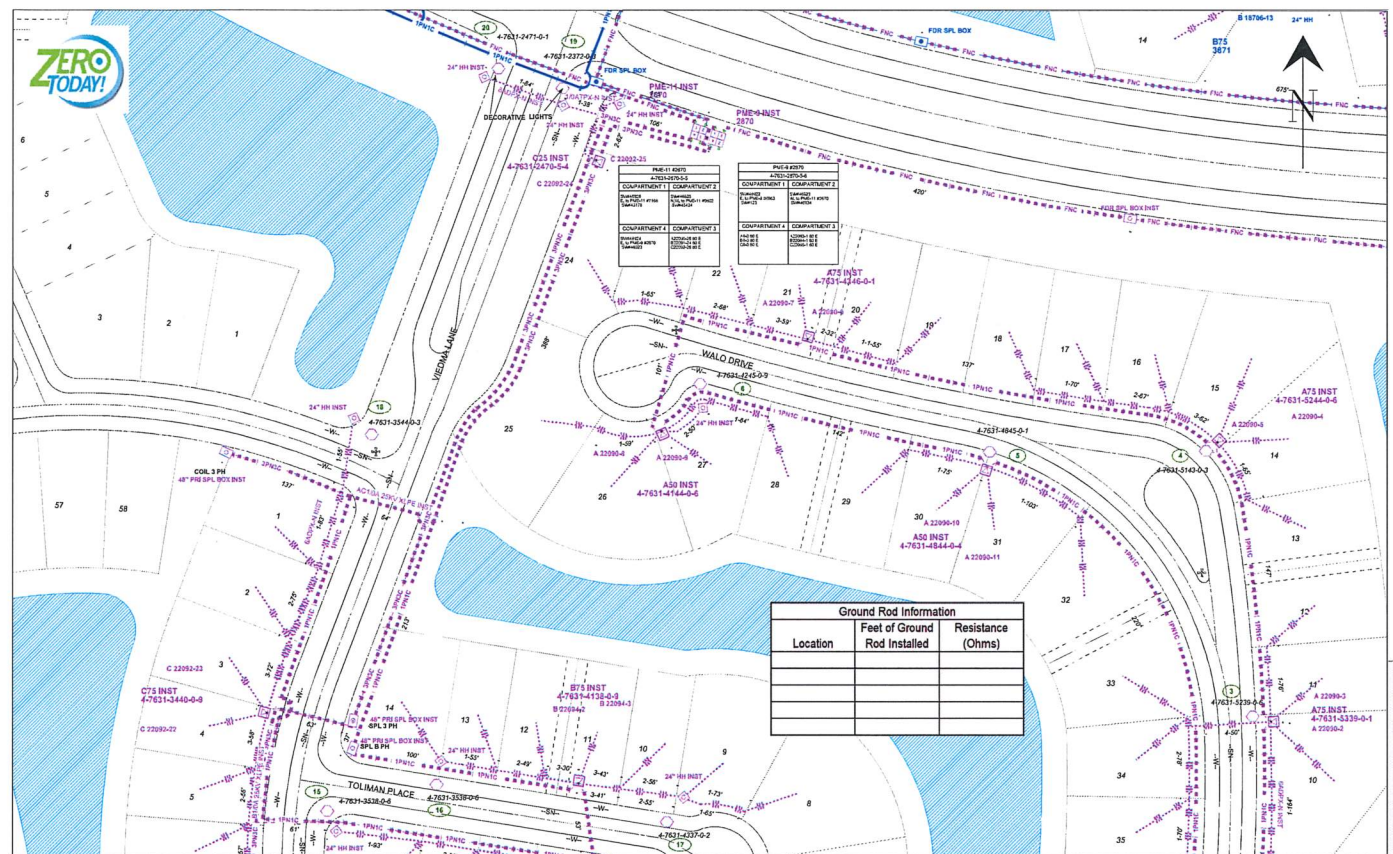
PRINTED BY: LUTHERNAK
PLOT DATE/TIME: 01/31/2024 08:04:02
Sheet 18 x 24



Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524	
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☐ INACCESSIBLE ☐ 13KV ☐ FUTURE 23KV ☒ 23KV ☐ SALT SPRAY ☐ ROCK



Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

**VIERA
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS CIV**



FPL Account Number: 7336734426

FPL Work Request Number: 12834432

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, VIERA STEWARDSHIP DISTRICT (hereinafter called the Customer), requests on this 11th day of March, 2025, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Farallon Fields PH 3 WR 12834432, located in Sanford, Florida.

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

Fixture Description ⁽¹⁾	Watts	Lumens	Color Temperature	# Installed	# Removed
Traditional Carriage (Town & Country) – W/Side Panels	39	3500	3K	8	

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

Pole Description	# Installed	# Removed
21' tapered concrete pole	8	

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

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

FPL AGREES:

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

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$5.02. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

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

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

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

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

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

Charges and Terms Accepted:

VIERA STEWARDSHIP DISTRICT

FLORIDA POWER & LIGHT COMPANY

Customer (Print or type name of Organization)

By:  3/17/25

Signature (Authorized Representative)

By: 

(Signature)

Todd J. Pokrywa, Chairman
(Print or type name)
Viera Stewardship District

Chris Venov
(Print or type name)

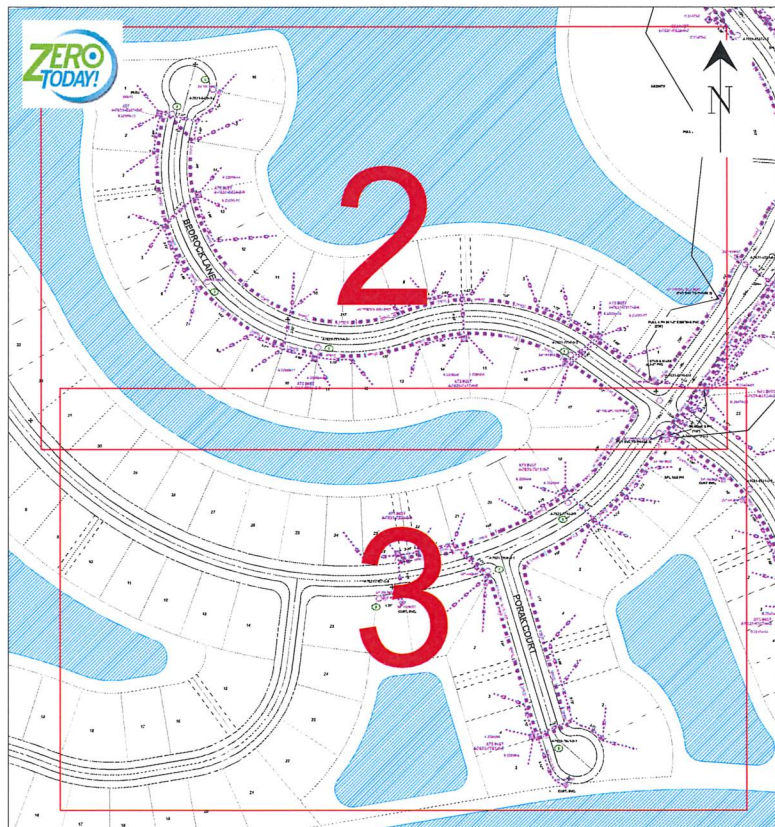
Title: _____

Title: FPL LT-1 Representative

Cover Sheet: WR#12834432

Page 1 of 3

☐ INACCESSIBLE ☐ 12KV ☐ 13KV ☐ FUTURE 23KV ☒ 23KV ☐ FUTURE 25KV ☒ 25KV ☐ SALT SPRAY ☐ ROCK



GENERAL NOTES

GENERAL NOTES

- NOTIFY CUSTOMERS OF TEMPORARY POWER AND TRAFFIC INTERRUPTIONS.
- PROVIDE WARNING SIGNALS FOR PEDESTRIANS AND TRAFFIC SIGNALS FOR MOTORISTS.
- SERVICE TO TRAFFIC SIGNAL, SCHOOL FLASHING SIGNAL, AND LIFT STATIONS MUST REMAIN ENERGIZED AT ALL TIMES.

CAUTION

- THIS DRAWING IS MERELY AN APPROXIMATION. EXACT LOCATION OF FPL COMPANY UNDERGROUND FACILITIES MUST BE DETERMINED PRIOR TO ANY SUBSURFACE OPERATIONS IN THIS AREA.

- ALL BOUNDARIES ARE APPROXIMATE. ONLY ACCURATE ON THE DAY OF THIS TRANSMISSION. FACILITY LOCATION AND DEPTH SUBJECT TO CHANGE WITHOUT NOTICE. NOT TO BE USED FOR SURVEY OR EXCAVATION PURPOSES.

NOTE: THE LOCATION AND EXISTENCE OF ANY FACILITIES MAY NOT BE RELIED UPON BY THE SUPPLIER IN RESPONDING TO A BID OR IN COMPLYING WITH ANY CONTRACT. SUPPLIER IS RESPONSIBLE FOR EVALUATING SITE CONDITIONS BOTH ABOVE AND BELOW GROUND INCLUDING UNDERGROUND FACILITY LOCATIONS.

CALL SUNSHINE #811

48 HOURS BEFORE YOU DIG
LOCATE MARKINGS COLOR CODE

LEGEND MARKINGS COLOR CODE			
RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP. SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

American Disabilities Act

If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



-STUB, SEAL, AND ELECTRONICALLY MARK ALL EMPTY SERVICE CONDUITS AT THE LOT CORNER FOR FUTURE EXTENSION TO THE METER.

PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING
AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES
NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS,
INCLUDING THE PROVISIONS CONTAINED IN SECTION 556,
FLORIDA STATUTES.
CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION
ACTIVITIES

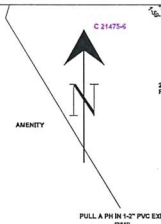
Construction Notes:

REQUIRED DRAWINGS:
12834432_18x24_UG.XML


-ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRONIC MARKER
 -(XXX') DENOTES CABLE PULL DISTANCE
 -UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING

STREET LIGHTS:
-STREET LIGHTS ARE 9 OFP.T.T (TOWN & COUNTY) W/ SIDE
PANELS. 39W, 3500 LUMENS, 3K COLOR TEMP ON 21 FEET
BLACK TAPERED CONCRETE POLES TENON MOUNT -
FPL OWNED AND MAINTAINED

[illegible]

[illegible]

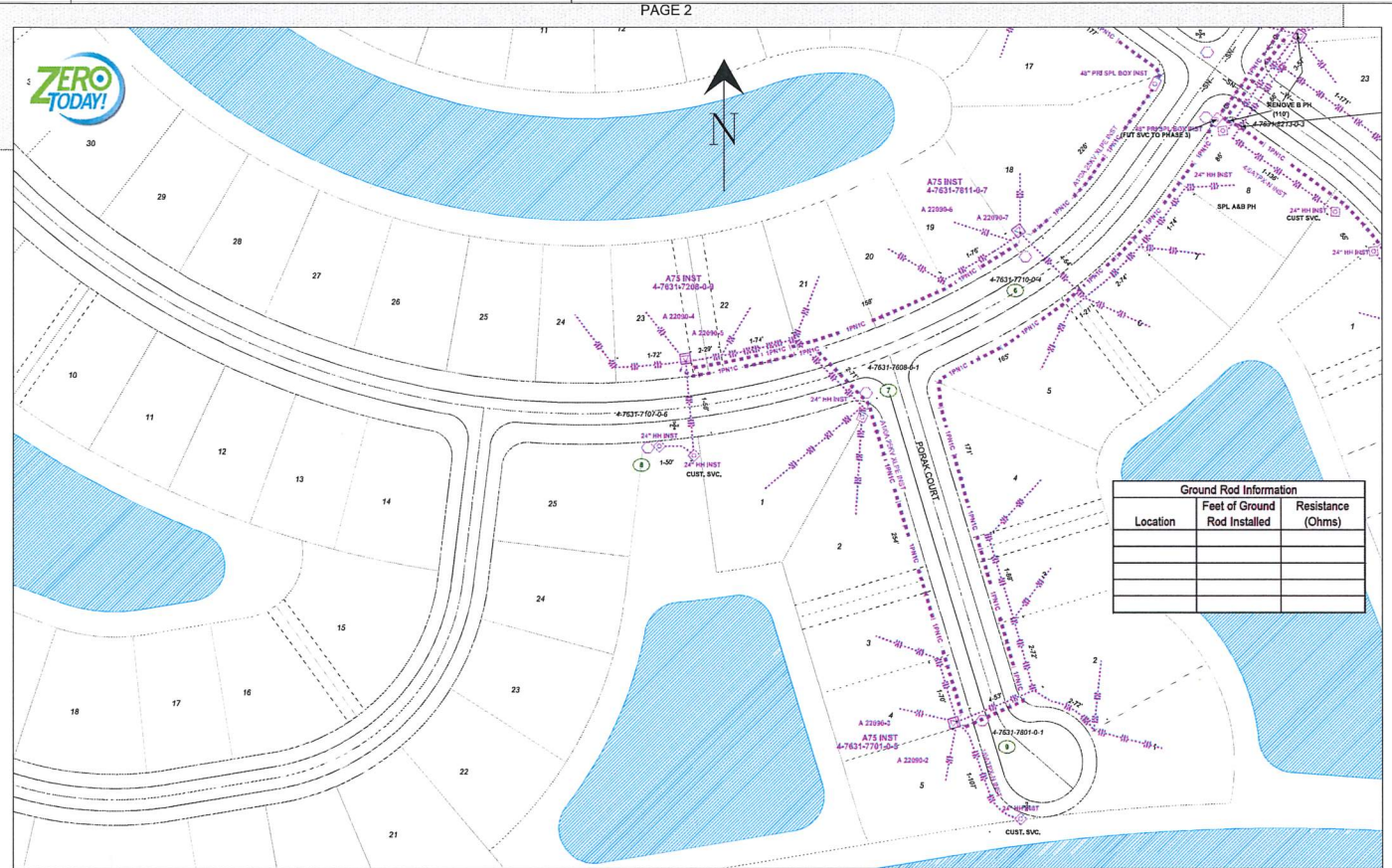
PAGE 3

4	AS-BUILT CREW PRINT		JOB CERTIFIED COMPLETED as shown on the AS-BUILT print. Material changes shown on R/O's.		Easement? [] Tree Work? [] Tree Access [] Tree Staking Req? [] Designer [] CT Special Mtg [] Work with SMO? [] Survey/Station [] POLE LINE FT. [] POLE LINE FT. ON TRANS. POLES [] TRENCH FT. [] DUCT BANK FT. []			Job Owner: LAUREN S. MIA-BV Township 26 Range 36 Section 20 Designer: Uri Tran Date: 04/15/2024		FARALLON FILMS PHASE 3 STREET LIGHTS Original Size: 18" x 24"
1	04/15/2024	INITIAL 9 SET LOTS ON FARALLON FILMS PHASE 3	Foreman's Signature _____ Date _____ Supervisor's Signature _____ Date _____ AS-BUILT COPY All required ground notes have been taken & verified to be within FPL's standards. Values are shown as all locations.		PERMIT CITY [] COUNTY [] COUNTY A/R [] STATE [] FAX [] RECORDED WMD [] RR XING [] OR DIST. [] TRANS. [] Requested Td. Co. Set, Pole? [] Requested Td. Co. Transfer? [] Request CATV Transfer? []			7' 6' 12' 12" DWG No. 1234-342_18x24 UG.wml Map: CR20739		
IPC	DATE	REVISION	Initials _____ Cmt. Date _____ Foreman's Signature _____ Date _____		FPL			12" x 24"		
								Page 2 of 3		

FEEDERS:

[] INACCESSIBLE [] 13KV [] FUTURE 23KV [X] 23KV [] SALT SPRAY [] ROCK

PAGE 2



Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

Size: 18 x 24

PRINTED BY: JDOVA

PLOT DATE/TIME: 04/15/2024 14:30:08

4		AS-BUILT CREW PRINT	JOB CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RDC.	<table border="1"> <tr> <td> <table border="1"> <tr><td>Assessment?</td><td>[]</td></tr> <tr><td>Tree Work?</td><td>[]</td></tr> <tr><td>Tree Access?</td><td>[]</td></tr> <tr><td>Tree Staking Req'd?</td><td>[]</td></tr> </table> </td> <td> <table border="1"> <tr><td>Design/State?</td><td>[]</td></tr> <tr><td>CT/Special MH?</td><td>[]</td></tr> <tr><td>Work with SMD?</td><td>[]</td></tr> <tr><td>Survey/State?</td><td>[]</td></tr> </table> </td> </tr> </table>	<table border="1"> <tr><td>Assessment?</td><td>[]</td></tr> <tr><td>Tree Work?</td><td>[]</td></tr> <tr><td>Tree Access?</td><td>[]</td></tr> <tr><td>Tree Staking Req'd?</td><td>[]</td></tr> </table>	Assessment?	[]	Tree Work?	[]	Tree Access?	[]	Tree Staking Req'd?	[]	<table border="1"> <tr><td>Design/State?</td><td>[]</td></tr> <tr><td>CT/Special MH?</td><td>[]</td></tr> <tr><td>Work with SMD?</td><td>[]</td></tr> <tr><td>Survey/State?</td><td>[]</td></tr> </table>	Design/State?	[]	CT/Special MH?	[]	Work with SMD?	[]	Survey/State?	[]	<table border="1"> <tr><td>Job Owner:</td><td>LAUREN S.</td><td>MIA: BV</td><td>Township: 26 Range: 36 Section 20</td></tr> <tr><td>Designer:</td><td>Ut Tran</td><td colspan="2">FARALLON FIELDS PHASE 3 STREET LIGHTS</td></tr> <tr><td>Date:</td><td>04/15/2024</td><td colspan="2"></td></tr> <tr><td>Original Size:</td><td>18 x 24</td><td>BEDROCK LN, MELBOURNE</td><td>Map: CR02739</td></tr> <tr><td>0</td><td>80</td><td>120</td><td>Page 3 of 3</td></tr> <tr><td colspan="2"></td><td>Draw No. 1283432_18x24 US.mxd</td><td>NIP: 1283432</td></tr> </table>	Job Owner:	LAUREN S.	MIA: BV	Township: 26 Range: 36 Section 20	Designer:	Ut Tran	FARALLON FIELDS PHASE 3 STREET LIGHTS		Date:	04/15/2024			Original Size:	18 x 24	BEDROCK LN, MELBOURNE	Map: CR02739	0	80	120	Page 3 of 3			Draw No. 1283432_18x24 US.mxd	NIP: 1283432
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**VIERA
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS D**

**FIRST AMENDMENT TO MASTER CONTINUING SERVICES AGREEMENT BETWEEN THE VIERA
STEWARDSHIP DISTRICT AND GREEN ENVIRONMENTAL MANAGEMENT, LLC,
FOR VIERA WILDERNESS PARK PRESCRIBED BURNS**

This Amendment (the “Amendment”) is made and entered into to be effective the ____ day of October 2024, by and between:

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

Green Environmental Management, LLC, a Florida limited liability company, whose address is 2204 Fosgate Drive, Winter Park, Florida 32789 (the “Contractor,” and together with the District, the “Parties”).

RECITALS

WHEREAS, on January 12, 2024, the District and Contractor entered into that certain *Master Continuing Services Agreement Between the Viera Stewardship District and Green Environmental Management, LLC, for Viera Wilderness Park Prescribed Burns* (the “Agreement”) to provide prescribed burn services in the Viera Wilderness Park Stage 1 and Viera Wilderness Stage 2 (K2) Conservation District for the 2023/2024 Fiscal Year; and

WHEREAS, the Parties desire to amend the Agreement to provide prescribed burn services in the Viera Wilderness Park Stage 1 and Viera Wilderness Stage 2 (K2) Conservation District for the 2024/2025 Fiscal Year, all identified in Contractor’s proposal attached hereto as **Exhibit A** and incorporated herein by reference (the “Services”); and

WHEREAS, each of the Parties hereto has the authority to execute this Amendment and to perform its obligations and duties hereunder, and each of the Parties have satisfied all conditions precedent to the execution of this Amendment so that this Amendment constitutes a legal and binding obligation of each party hereto.

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

SECTION 1. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in this Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions remain in full effect and fully enforceable except as explicitly altered herein.

SECTION 2. All references in the Agreement to the Services shall be interpreted to additionally includes those services specified in **Exhibit A** hereto, for the locations identified in the map attached as **Exhibit B** hereto. The Services shall be performed consistent with the Agreement.

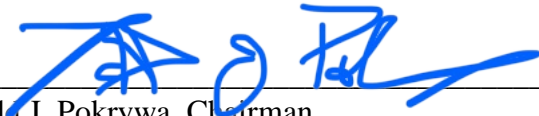
SECTION 3. Contractor certifies, by acceptance of this Amendment and the Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*.

SECTION 4. All other terms of the Agreement shall remain in full force and effect and are hereby ratified. However, to the extent the terms and conditions set forth in **Exhibit A** or **Exhibit B** conflict with this Amendment or the Agreement, this Amendment and the Agreement shall control.

[Signature Page Follows]


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

VIERA STEWARDSHIP DISTRICT



Todd J. Pokrywa, Chairman

GREEN ENVIRONMENTAL MANAGEMENT, LLC



Michael Green, President

- Exhibit A:** Contractor’s Proposal
- Exhibit B:** Location Map

Exhibit A
Contractor's Proposal



P.O. Box 2344
Winter Park, FL 32790
Phone: (407) 607-5157
greenenvironmental@cfi.rr.com

Name/Client	Duda Ranches, Owner The Viera Stewardship District (VSD)	Date: October 15, 2024
Address	The Viera Stewardship District (VSD) Attn: Board of Supervisors - Todd Pokrywa (Chairman) 7380 Murrell Road, Suite 201 Viera, Florida 32940	
Phone/Email	321-757-7455; 321-242-1200	
Project Name	Viera Wilderness Park Prescribed Burn Fiscal Year 2024/2025	

Green Environmental Mgt, LLC proposes to conduct controlled burns within the Viera Wilderness Park (VWP), as generally described during a site visit and meeting with VSD Environmental Professional (EP) and A. Duda & Sons Staff (Ranch) staff on March 17 and October 27, 2023. Controlled burns are anticipated to occur during the VSD fiscal year 2024/2025 as conditions allow within the VWP Stage 1 Conservation District and VWP Stage 2 (K2) Conservation District, with a goal to burn 400 acres as shown in the attached **Proposed Burn Map**. GEM will provide these services pursuant to the Master Continuing Services Agreement between The Viera Stewardship District and Green Environmental Management, LLC for the Viera Wilderness Park Prescribed Burns dated January 12, 2024. The work will be conducted through the following itemized activities:

- **Consult with/Obtain Burn Authorization from Florida Forest Service**
Green Environmental Management (GEM) will consult with and obtain burn authorizations from the Florida Forest Service for each controlled burn conducted within the project.
- **Draft Controlled Burn Plan and Maps**
GEM will create a controlled burn plan and all maps necessary to conduct a controlled burn, including smoke management plan/map, burn unit map, and fire line map as required by law. GIS assistance from the Environmental Professional (Zev Cohen) staff is certainly welcome and appreciated.
- **Provide Crew and Equipment**
GEM will provide all crew and equipment necessary to conduct controlled burns within VWP.
- **Install Fire lines**
A. Duda & Sons Cocoa Ranch will install and maintain fire lines. No burning can occur until the fire lines have been installed.



P.O. Box 2344
Winter Park, FL 32790
Phone: (407) 607-5157
greenenvironmental@cfl.rr.com

- **Conduct Controlled Burn**
GEM will conduct each controlled burn for the price below. The proposed burns are based on ongoing reviews of the site with the Environmental Professional and Ranch Manager, and mapping produced and/or provided by the VSD or its consultants. GEM does NOT guarantee any acreage amount but will strive to complete the target burn unit(s) discussed during the site review and subsequent meetings with and direction from staff as conditions allow. Based on proposed moist site conditions and general woody fuel composition, a partial/patchy burn is anticipated generally. Anticipated acreage completed per burn day will likely be 50-100 acres.
- **Conduct Nighttime Patrols for Smoke / Fog**
GEM may need to conduct night-time patrols of major roads, particularly Interstate 95 or other major local roads, after a controlled burn. Patrols are generally planned for one (1) event/night after each burn, but could continue on an as-needed basis beyond the initial burn if smoke and/or foggy weather is anticipated. If necessary, patrols would be conducted by off-duty law enforcement.
Note: Patrols will be included in the fee below.
- **Conduct Follow-up Review/Mop-Up**
GEM will conduct mop-up within the burn unit as necessary to abide by smoke management/fire control guidelines, and will evaluate the unit regularly until the burn can be safely declared out.
- **Burn Day Support for SJRWMD**
GEM will strive to provide crew and equipment to support the St. Johns River Water Management District (SJRWMD) burn initiative when adjacent to VSD land, provided GEM is not previously obligated for other work.

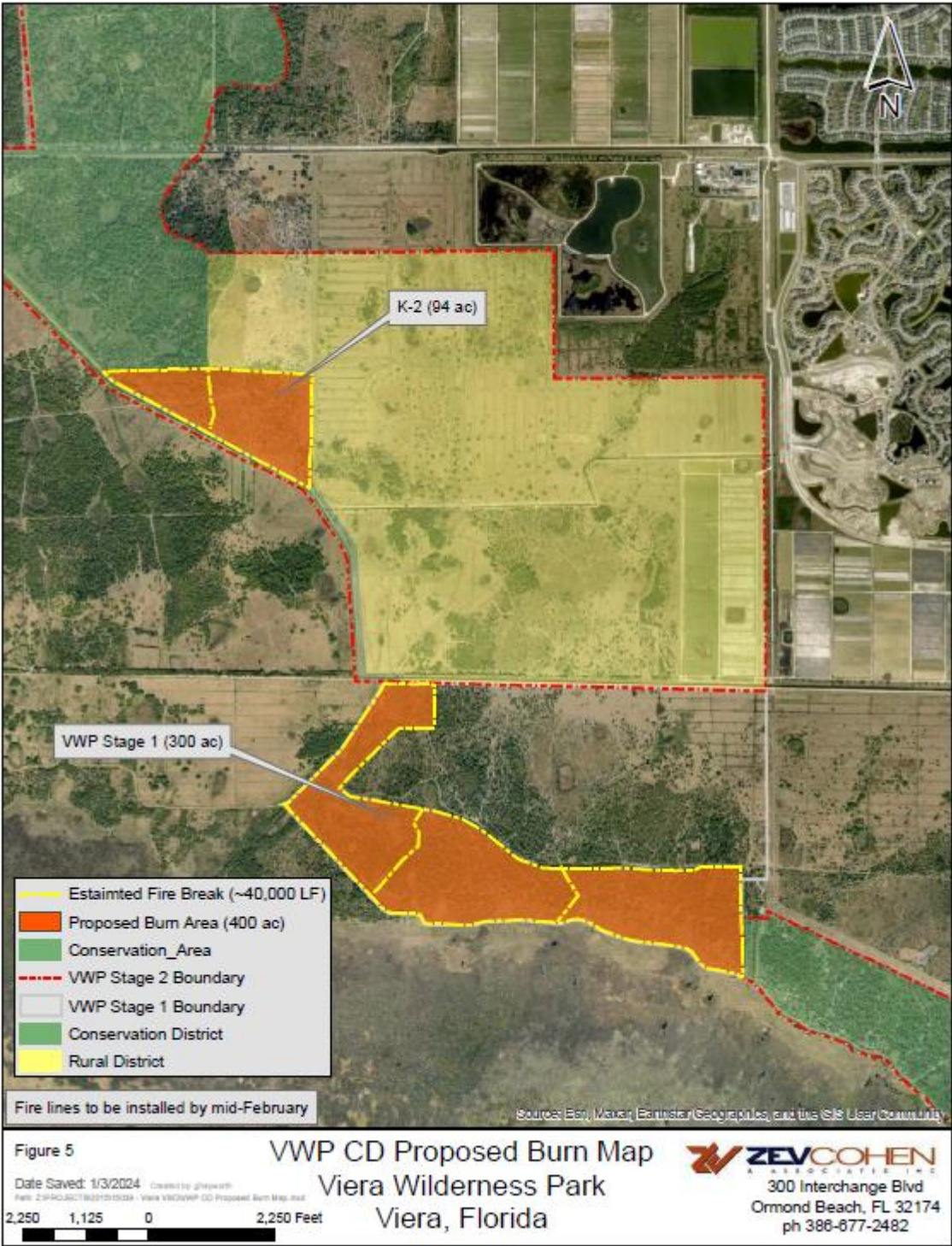
Total Fee for all work itemized above, including patrols, is:

Up to \$60,000 in this fiscal year 2024/2025 for burning 400 acres (invoices will be based on percent complete).

Other fees may be applicable as approved by the Client.

GEM will coordinate with the VSD Environmental Professional and Duda Ranch or its representative as needed to communicate conditions and likelihood of a controlled burn. GEM will strive to conduct a burn to obtain optimum results while providing for overall safety and minimizing risk. Due to the uncertainties of weather and ambient conditions, GEM does not guarantee that a burn will be conducted during a specific season, nor does it guarantee minimum acreage or specific results.

Exhibit B
Map



**VIERA
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS E**

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION ("Work Authorization"), dated December 9, 2024, authorizes certain work in accordance with that certain *Master Preferred Cover Type Parcels Maintenance Services Agreement*, dated June 20, 2018 (as amended from time to time, "Agreement"), by and between the following:

Viera Stewardship District, a local unit of special-purpose government created and existing pursuant to Chapter 2006-360, Laws of Florida, located in Brevard County, Florida, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District"); and

Tropic-Care of Florida, Inc., a Florida corporation, whose address is 7635 Progress Circle, West Melbourne, Florida 32904 ("Contractor" and, together with the District, the "Parties").

SECTION 1. SCOPE OF SERVICES. In addition to and as part of the Preferred Cover Type ("PCT") maintenance services described in the Agreement and any exhibits, amendments, and work authorizations authorized pursuant thereto, the Contractor shall provide the additional tree removal services set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement ("Additional Services").

SECTION 2. COMPENSATION. It is understood and agreed that the payment of compensation for the Additional Services under this Work Authorization shall be in the amount set forth in the attached **Exhibit A**, payable in one lump sum amount and in the manner set forth in the Agreement, and shall include all labor, services, materials, and work necessary to complete the Additional Services.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

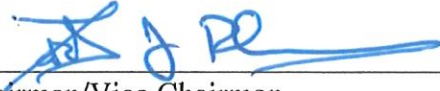
SECTION 4. E-VERIFY. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to its employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the 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. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 5. ANTI-HUMAN TRAFFICKING. Contractor certifies, by acceptance of this Work Authorization, that neither it nor its principals utilize coercion for labor or services as

defined in Section 787.06, *Florida Statutes*. Contactor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

VIERA STEWARDSHIP DISTRICT



Chairman/Vice Chairman

TROPIC-CARE OF FLORIDA, INC., a
Florida corporation



By: Tony Ramon
Its: PRES.

Exhibit A: Scope of Additional Services

Exhibit A

TROPIC-CARE OF FLORIDA, INC.
LAWN CARE AND LANDSCAPING SPECIALIST
7635 Progress Circle
West Melbourne, Florida 32904
(321) 724-5333
(321) 724-1078 FAX LINE
Email: Tropiccarefl@gmail.com

THIS AGREEMENT entered into this 4th day of December 2024, by and between TROPIC-CARE OF FLORIDA, INC. OF BREVARD, FLORIDA AND The Viera Stewardship District of BREVARD, FLORIDA. Attention Todd Pokrywa

JOB NAME: Strom Park VSD preserve

JOB LOCATION: Strom park

DATE PERFORMANCE IS TO BEGIN: To be discussed.

DESCRIPTION OF JOB, SPECIFICATIONS AND ESTIMATES:

Type-Common Name	Amount each	Total
Cut down three large dead pine trees:		\$ 1,550.00
Haul away to dump:		<u>\$ 575.00</u>
	Total	\$ 2,125.00

NOTE:

In this total price includes: material and labor. Any additional material or labor shall be considered an extra cost to owner.

WE PROPOSE:

Hereby to furnish material and labor-complete in accordance with above specifications for the sum of:

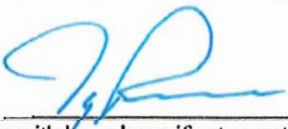
Two Thousand-One Hundred-Twenty-Five Dollars and 00/100 \$ 2,125.00

Payments to be made as follows:

Due upon completion.

Legal Fees: The buyer agrees to pay all cost including reasonable attorney's fees in the event that it becomes necessary to enforce payment of this contract. This shall apply whether suit be instituted or not. All delinquent accounts shall bear interest at the rate of 18% per annum.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature 

Note: this proposal may be withdrawn by us if not accepted within 30 days.

**VIERA
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS FI**

Work Authorization #39

October 3, 2024

Viera Stewardship District
Board of Supervisors
Brevard County, Florida

Subject: Work Authorization #39
Environmental Professional Fiscal Year 2024/2025
ZC 15039EP25

Dear Mr. Todd Pokrywa (Chairman of the VSD Board of Supervisors):

Zev Cohen & Associates, Inc. (ZCA) is pleased to submit this Work Authorization to provide environmental consulting services for the Viera Stewardship District (VSD) for Environmental Services in fiscal year (FY) 2024/2025. ZCA will provide these services pursuant to our current agreement dated June 30, 2015 ("**Environmental Agreement**") as follows:

Environmental Professional-Fiscal Year 2025

Scope of Services

ZCA will represent the VSD as the Environmental Professional (EP) for fiscal year 2024/2025 and will perform services as requested by the VSD which may include the following services. The EP shall consult with the VSD, A. Duda & Sons (ADS) and the Viera Company (TVC) as requested, to review the Habitat Management Plan (HMP), and other environmental obligations required by various issued environmental permits. ZCA shall perform two (2) site visits per year to review the conditions of the Viera Wilderness Park (VWP) Stages 1 and 2 mitigation areas to determine if management actions comply with the HMP and other Environmental permits. The EP shall advise the VSD Board of Supervisors (BoS) or ADS to review land management activities, exotic species removal, prescribed burns, mechanical vegetation management, swale maintenance and mowing.

The EP shall advise the VSD BoS to proceed with management actions to develop the land management budget for the VWP and preferred cover type habitats to stay in compliance with the management objectives of the HMP and PUD.

The EP shall update the VWP Annual Utilization Program (AUP) Checklist for fiscal year 2025/2026 that outlines action items that the VSD and/or ADS anticipate in the VWP for that fiscal year. The EP will coordinate with ADS and the VSD to prepare a budget for environmental management to correspond to required land management commitments in environmental permits consistent with the AUP.

The EP shall also prepare for and participate in up to four (4) meetings with the VSD BoS by phone or in person. The EP shall provide a report at the VSD BoS meetings that the EP attends summarizing the status of management obligations and environmental commitments and recommendations for compliance with environmental permits/entitlements, if requested.

***Fee for Professional Services: Hourly with an Estimated
Fee of \$15,000.00 (plus Reimbursable Expenses)***

Reimbursable expenses are in addition to the above referenced fees. The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with an additional proposal.

Please refer to the Conditions in the **Environmental Agreement** between the VSD and ZCA dated June 30th, 2015, incorporated by reference for this Contract for Services.

If this Contract for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files. **Receipt of this signed work authorization will be considered our notice to commence work.**

Please be advised that our firm has provided consulting services for our Clients for 47 years. If you have any questions in that regard, please let us know.

Thank you for requesting this contract from our firm. We look forward to working with you on this project and on many more in the future. If you have any questions, please feel free to contact me.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.



Robert J. Ball, P.E.
President

APPROVED AND ACCEPTED



By: Todd J. Pokrywa
Authorized Representative of
Viera Stewardship District

Date: October 4, 2024

RJB/ns

15039c40 EP25 WA #39

cc: Samuel C. Hamilton, Jr., P.E.
Robert J. Ball, P.E.
William D. Lites
Viviana Vargas
Haley Calkins
File

**VIERA
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS FII**

Work Authorization #40

October 3, 2024

Viera Stewardship District
Board of Supervisors
Brevard County, Florida

Subject: Work Authorization #40
Inspections and Miscellaneous Work by Environmental Professional
Fiscal Year 2024/2025
ZC 15039HT25

Dear Mr. Todd Pokrywa (Chairman of the VSD Board of Supervisors):

Zev Cohen & Associates, Inc. (ZCA) is pleased to submit this Work Authorization to provide environmental consulting services for the Viera Stewardship District (VSD) for Environmental Services in fiscal year (FY) 2024/2025. ZCA will provide these services pursuant to our current agreement dated June 30, 2015 ("**Environmental Agreement**") as follows:

Wetland/Habitat Maintenance in Viera Wilderness Park Stage 1 and Stage 2 (Oversee Targeted Spraying) Fiscal Year 2024/2025

Scope of Services

ZCA shall coordinate maintenance in the VWP Stages 1 and 2 in accordance with conditions outlined in the United States Army Corps of Engineers (USACE) permit SAJ-2008-03508 (Mod 5). ZCA shall locate clusters of exotic species as defined by the most current Florida Exotic Plant Pest Council (FLEPPC) list. ZCA will coordinate closely with A. Duda and Sons, Inc. (ADS) during this process to identify clusters of FLEPPC listed exotics in the VWP Stages 1 and 2 where mechanical removal is conducted by ADS. ZCA shall also coordinate with Helena Agri-Enterprise, LLC (Helena) to have them spray exotic species identified by ZCA. The primary targets will be Brazilian pepper (*Schinus terebinthifolius*), cogongrass (*Imperata cylindrica*), climbing fern (*Lygodium* spp), and torpedo grass (*Panicum repens*).

Fee for Professional Services and Reimbursable Expenses:

VWP Stage 1 & 2: \$1,000.00

Total Lump Sum: \$1,000.00

Inspections, Reports and Miscellaneous work, and oversight of VSD Villages 1 and 2 Preferred Cover Type (PCT) and Natural Areas by Environmental Professional

Scope of Services

I. Monitoring and Reporting

ZCA will perform the Fifth Annual Monitoring Event for the Viera Wilderness Park (VWP) Stage 1 and 2 and prepare and submit a report, to the U.S. Army Corps of Engineers as required in Permit #SAJ-2008-03508 Mod 5.

The VSD Environmental Professional (EP) will continue to facilitate management of the Preferred Cover Type (PCT) and natural areas within Villages 1 and 2 (for fiscal year 2024/2025) for the Viera Stewardship District (VSD). ZCA will coordinate with the VSD and contractors to provide guidance for PCT and natural area management and contracting of the PCT parcels when needed. ZCA shall conduct up to two (2) site visits with a contractor licensed and qualified to complete the necessary work to facilitate the procurement of cost estimates to complete the PCT management.

*Fee for Task I: Professional Services to be billed Hourly
with an Estimated Fee of \$13,000.00
(plus Reimbursable Expenses)*

II. Annual Burrowing Owl Reporting

ZCA shall perform intermittent site visits throughout the year to monitor the habitat conditions and of the artificial mounds and cavities in the three (3) Viera Burrowing Owl Preserves (VBOP) for the 2024/2025 fiscal year. A simplified status report of maintenance, condition of the burrows and observed occupancy will be sent to the Client for review and included in the Viera Company's Biennial Report to document compliance as referenced in the FWC permit and the VBOP Management Plan.

*Fee for Task II Professional Services and Reimbursable
Expenses: Lump Sum: \$1,000.00*

Reimbursable expenses are included in the above referenced fees. The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with an additional proposal.

Please refer to the Conditions in the **Environmental Agreement** between the VSD and ZCA dated June 30th, 2015, incorporated by reference for this Contract for Services.

If this Contract for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files. **Receipt of this signed work authorization will be considered our notice to commence work.**

Please be advised that our firm has provided consulting services for our Clients for 47 years. If you have any questions in that regard, please let us know.

Thank you for requesting this contract from our firm. We look forward to working with you on this project and on many more in the future. If you have any questions, please feel free to contact me.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.



Robert J. Ball, P.E.
President

APPROVED AND ACCEPTED



By: Todd J. Pokrywa
Authorized Representative of
Viera Stewardship District

Date: October 4, 2024

RJB/ns

15039c41 HT25 WA #40

cc: Samuel C. Hamilton, Jr., P.E.
Robert J. Ball, P.E.
William D. Lites
Viviana Vargas
File

**VIERA
STEWARDSHIP DISTRICT**

**RATIFICATION
ITEMS G**

VIERA STEWARDSHIP DISTRICT VIERA WILDERNESS PARK – ANNUAL UTILIZATION PROGRAM CHECKLIST - FISCAL YEAR 2025/2026 <div style="display: flex; justify-content: space-around; font-size: small;"> 4/10/2025 Draft Updated 4/10/2025 </div>														
Responsible parties: Viera Stewardship District (VSD) A. Duda & Sons, Inc. (ADS)			Notes: 1) See narrative discussion in Section 4 of the VWP "Habitat Management Plan" (approved by Brevard County 12/15/2009) 2) See narrative discussion in Section 5 of the VWP "Habitat Management Plan - Individual Listed Species Considerations" 3) In accordance with FDACS approved Best Management Practices											
Management Unit: VWP Stage 1 and Stage 2			Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s <div style="display: flex; align-items: center; margin-top: 5px;"> <div style="width: 20px; height: 10px; background-color: #4682B4; border: 1px solid black; margin-right: 5px;"></div> ADS activity <div style="width: 20px; height: 10px; background-color: #FFFF00; border: 1px solid black; margin-right: 5px; margin-left: 10px;"></div> VSD activity </div> <div style="margin-top: 5px; font-size: x-small;"> <div style="border: 1px solid black; display: inline-block; padding: 2px 5px;">Peak Nesting Season</div> Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 </div>											
Fiscal year: 2025/2026			<div style="display: flex; align-items: center; font-size: x-small;"> <div style="width: 20px; height: 10px; background-color: #4682B4; border: 1px solid black; margin-right: 5px;"></div> Initiator <div style="width: 20px; height: 10px; background-color: #FFFF00; border: 1px solid black; margin-right: 5px; margin-left: 5px;"></div> VSD <div style="width: 20px; height: 10px; background-color: #4682B4; border: 1px solid black; margin-right: 5px; margin-left: 5px;"></div> ADS </div>											
HMP	Resource Management Objectives	Initiator	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
4.1	Resource Protection and Conservation													
a	Conservation Planning													
	Conversion of habitat to improved pasture, turfgrass, range land, or wet prairie for caracara mitigation requirements (SHCP) in VWP Stage 2 K Pastures and I Pastures. (1)	X												
	Continued conversion of approximately 600 acres of pasture and flatwoods to turfgrass in K-1W, K-1E, and F1. (2, 4)	X												
	Consult VSD during AUP preparation and prior to Vegetation Management activities (see 4.3 below) (3)	X												
Comments: 1) Supplemental Habitat Conversion Plan (SHCP) areas in K Pastures completed. SHCP #2 = 163ac; SHCP #3 = 58ac; SHCP #4 = 53ac have been converted and maintained. In I Pasture SHCP #6 = 29 acres, conversion has been completed. See 4.3b and 4.3c comments below. 2) Conversion to turfgrass to improve caracara foraging habitat and provide economic stability to VWP management. 3) Consultation with VSD and ADS occurred in conjunction with the completion of this "AUP Checklist" 4) Turf grass conversion will be conducted according to the Cocoa Ranch Caracara Procedure. Two phase conversion of 600-acres will take several years to complete, current work on phase 1 & 2.														

Management Unit: VWP Stage 1 and Stage 2		Legend:		X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity											
Fiscal year: 2025/2026				Peak Nesting Season Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 Dry Season											
HMP b	Resource Management Objectives	Initiator		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
	Conservation Protection	VSD	ADS												
	Additional Conservation Easements to take effect	X													
Comments: Additional areas in Conservation District (CD) of VWP Stage 1 recorded in CE for Town Center, Adelaide, Neighborhood 9. Three burrowing owl areas recorded in CE. Environmental easement for the VWP Stage 2 was recorded on October 2, 2019, and the Lake Andrew/Pineda Extension Conservation Easement was recorded on September 24, 2020. The current Stage 2 extent now includes all of Stage 2 and most of the historic Stage 3, including the CD near I-95 north of the 2 mile canal. VWP Stage 3 CE is anticipated in Fiscal Year 2025/2026. All Stage 3 will be Rural District except for the Conservation District by I-95 (South of the 2 mile canal) and small additions to the J-4 woods. All Ranch housing located in Stage 3 will be maintained in the Rural District to facilitate the continuation of agricultural activities beneficial to the VWP.															
c	Management Timing	X													
	Current Management Period	X													
	Conservation Easements granted	X	X	Conservation Easement granted by ADS to the VSD: VWP Stage 1 recorded on November 30, 2012. VWP Stage 2 recorded on October 2, 2019											
Comments: Continuing management period 3 for VWP Stage 1. Continuing management period 2 for VWP Stage 2. VWP Stage 3 anticipated Management Period (CE) in Fiscal Year 2025/2026.															
d	Management Units	X		In consultation with ADS management, VSD Management Units should roughly follow existing pasture boundaries											
		X		- VWP Stage 1 (L-1 Pasture): 760.42 acres (see "VWP" Stage 1 Management map)											
	Conservation District	X		- Approximately 290 acre CD; south boundary = fence on south side of Perimeter canal; fence on west side of Bethel Slough											
	Rural District	X		- Approximately 470 acre RD; north boundary = fence on south side of Two-Mile; east boundary = fence along Powerlines											
		X		- VWP Stage 2 (I, J, K, E, & D pastures/woods) CD & RD											
	Total	X		- VWP Stage 3 (H woods & sod fields, U-1, additions to J-1, I-2, J-4E, L-1)											
Comments: BE 33 CE (7.85 acres) located in DI woods. Three Viera Burrowing Owl Preserves (VBOP): VBOP Area 1 (66.36 acres) located in I-2 , VBOP Area 2 (74.06 acres) located in J-1 West, and VBOP Area 3 located in the VWP Stage 1 (L-1 Pasture) (totaling 81.93 acres). Listed species conservation area Stage 3 (and 2).															

Management Unit: VWP Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s <div><div>ADS activity</div><div>VSD activity</div></div> <div>Peak Nesting Season Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 Dry Season</div>													
Fiscal year: 2025/2026															
HMP	Resource Management Objectives	Initiator VSD ADS		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
4.2	Prescribed Fire														
	Pre-nesting season observations		X												
	VSD confirmation as needed	X													
	Prepare burn plan (1, 2)		X												
	Burn (Rural District) (4)		X												
	Burn (Conservation District) (4)	X													
	Add burn plan and burn information to Fire Log (3)	X	X												
	Community education / information	X													
	Maintain Fire Log for inspection by the public ³	X													
Comments: 1) VWP Stage 1 roller chopping and prescribed fire to follow timber harvest in Supplemental Habitat Conversion Plan (SHCP) areas. 2) Burns anticipated in K2 and J4 woods (VWP Stage 2) and L1 woods (VWP Stage 1). Burns may be conducted at anytime of year, weather permitting, and in accordance with HMP nest survey criteria. 3) As burns are accomplished, ADS will update the necessary records in accordance with local, State, and federal requirements. A copy of these records will be provided to the VSD to maintain the requisite Fire Log. 4) ADS will be the initiator of burns, if any, in the Rural District, and VSD will be the initiator of burns within the Conservation District - Start planning burns in FY 2023, start burns in FY 2025. Burn day support fire lines and site prep with ADS support.															
4.3	Vegetation Management														
a	Invasive Exotic Plant Control														
	Herbicide application	X													
	Biological control	X													
	Mechanical methods (see 4.3c below)	X													
Comments: Herbicide applications for cogongrass, climbing fern, and Brazilian pepper control to continue in VWP Stage 2 in FY 2024/2025. J4, I-2, and M-2 mechanical - continue using mechanical mulching for Brazilian Pepper removal. ADS using ECOR and Helena as a Contractor to continue to spray cogon grass in Stage 2. Truck/ATV spray climbing fern in VWP Stage 2 in J4 Woods canals. ADS to continue to control/spray Brazilian Pepper in SHCP # 3, 4, and 6 (rural district). Targeted spraying of exotic species in area by I-95 north of D-2N by VSD. Canals will be cleared of any plant congestion limiting flow. In 2024, mechanical management of Brazilian pepper and cogon spraying removal in E-1 and D-1 woods; this will continue into 2025. VWP Stage 3 roller chopping to improve woods for rough grazing.															

Management Unit: VWP Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity												
Fiscal year: 2025/2026		Peak Nesting Season Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 Dry Season												
HMP	Resource Management Objectives	Initiator												
b	Timber Management	VSD ADS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
	Cabbage palm harvest	X												
	Timber harvest	X												
	Canopy thinning													
Comments: Cabbage palm harvest to continue at Manager's discretion in accordance with the Cocoa Ranch Caracara Proceedure. Remove cabbage palm continue to allow pine regeneration in Conservation District and PCT in future. After Stage 3 is placed under easement, ADS may timber in the H-11 and H-9 woods (RD) for expanded pasture.														
c	Mechanical Management (for improving desirable communities)													
	Mowing in 3 VBOPs if not sufficiently grazed (3)	X												
	See Notes Page 1 - SHCP Roller chopping or Aeration (1, 2)	X												
	Seeding	X												
	Continued conversion of approximately 600 acres of pasture to turfgrass west and south of the Viera Wetland Park (F-1W, K-1W, K-1E, and K-3,4)	X												
Comments: 1) Roller chopping up to 250 acre SHCP to be conducted in FY 2022/2023 in VWP Stage 2 - see comments in Section 4.3.a. 2) Mulching and mechanical removal in J4, and SHCP # 3, 4, and 6 of Brazilian Pepper and piles, roller chopping woods in E-1 and D-1 anticipated in 2023/24. 3) Viera Burrowing Owl Preserve (VBOP) 5 year monitoring is complete. The artificial burrows are not required to be kept open per the management plan (MP). The pasture around the VBOP should be managed for cattle production (grazing and rotation) to keep the grass low to benefit and attract burrowing owls to the mounds. If cattle rotation keeps the grass and dog-fennel low, then no mowing is needed. The mounds/pastures in the VBOP will be mowed annually to keep dog-fennel low and improve the pasture for cattle. Note: Pasture seeding will continue in rural areas, as needed. Pasture to turf grass conversion. Mulched piles in RD. Mulch in the E1 and D1 woods starting in Fiscal Year 2024 and ongoing into FY 2025.														
4.4	Hydrological Enhancement													
	Applicable to Conservation District only													
	Wetland enhancement	X												
	Filling ditches	X												
Comments: Evaluate southern perimeter canal for management . ADS to follow up with VSD District Engineer.														

Management Unit: VWP Stage 1 and Stage 2			<div>Legend:</div> <div><div>X</div>Responsible party (may change from year-to-year as management activities intensify)</div> <div><div>"blank"</div>No action anticipated this year</div> <div><div>C</div>See attached Comment page/s</div> <div><div>ADS activity</div></div> <div><div>VSD activity</div></div> <div><div>Peak Nesting Season</div></div> <div><div>Dry Season</div></div> <div>Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5</div>											
Fiscal year: 2025/2026														
HMP	Resource Management Objectives	Initiator VSDADS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
4.5	Cattle Grazing and Other Agricultural Practices													
a	Cattle Grazing and Management	X												
	Comments: Continued improved pasture expansion in the VWP Stage 2 and 3 Rural Districts and SHCPs as needed to offset pasture lost in development areas. PCT designations in VWP Stage 1 & 2 Rural District (RD) will be removed from the sketch plans and be allowed to be cleared for more cattle grazing (listed SPP habitat), if needed by ADS. An overall PCT Map of the VWP Stages showing PCT in the Conservation District only, will be provided to the District Engineer for the Village 3 Sketch Plan.													
b	Swale maintenance - Outside of Owl nesting season	X												
	Ditch maintenance	X												
	Comments: Plow swales in Stage 1, 2, and 3 to clean out. Survey for Burrowing owl to be conducted if pasture swales are cleaned during burrowing owl nesting Season.													
c	Sod Farming (bahia)	X												
	Comments: Bahia harvesting as conditions are favorable. Appropriate setbacks to be established if harvesting is proposed during the peak burrowing owl nesting season.													

Management Unit: VWP Stage 1 and Stage 2			Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s ADS activity VSD activity											
Fiscal year: 2025/2026			Peak Nesting Season Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 Dry Season											
HMP	Resource Management Objectives	Initiator VSD ADS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
4.6	Monitoring													
a	Prescribed Fire													
	Photo monitoring points (PMP)	X												
	Take pre/post burn photos N/S/E/W directions	X												
Comments: Eight photo monitoring points (PMP)'s are photographed in the VWP Stage 2 during annual monitoring. Six (6) monitoring points for stage 3 have been placed throughout the VWP Stage 3 (four in the RD and two in the CD).														
b	Hydrologic and Vegetative													
	Establish additional PMP's as required by permit	X												
	Take photos as required by permit	X												
Comments: 1) VBOP MP reduced maintenance of artificial burrows and reporting after 5 years (last year was 2021). VBOP monitoring has ended in accordance with the applicable FWC permit/conservation easement. VBOP status shall be reported in the Biennial Report. VBOP continue to be mowed once a year.														
c	Crested Caracara													
	Cocoa Ranch Caracara Procedure	X												
Comments: Continuing implementation of Caracara Procedure - nest in F-1W on County property with zones extending onto conversion areas and will be avoided during nesting season for turf grass conversion. After conversion, turf grass operations will be performed according to the Caracara Ranch Procedures. Caracara procedure will be reviewed for compatibility with VWP Ag Operations after conversion is complete and Agricultural chemicals used will be assessed for special wildlife considerations.														
d	Other Listed Species													
	Gopher tortoise	X												
	Sandhill crane	X												
	Burrowing owl	X												
	Bald eagle	X												
	Wood stork	X												
	Other	X												
Comments: Ongoing implementation of VWP Habitat Management Plan criteria. ADS to conduct observation for species during normal operations. VSD to perform other listed species monitoring if maintenance activities to be performed during nesting seasons. New bald eagle nest located in VWP Stage 1 continues to appear active. Ranch to follow Bald Eagle management guidelines during operations. Monitoring of Listed Species in VWP Stage 3.														

Management Unit: VWP Stage 1 and Stage 2		Legend: X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s <div><div>ADS activity</div><div>VSD activity</div></div> <div><div>Peak Nesting Season</div><div>Dry Season</div></div> <div>Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5</div>															
Fiscal year: 2025/2026																	
HMP	Resource Management Objectives	Initiator		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
4.7	Operations	VSD	ADS														
a	Maintenance, Repair, and Improvement of Agricultural & Community Facilities																
	Fencing / Gates		X														
	Feed / mineral areas		X														
	Watering facilities		X														
	Canal Maintenance		X														
	Comments: Canal maintenance performed in accordance with the VSD/ADS Canal Maintenance Agreement. Maintain 5 large drainage canals in E1/D1 woods to be added to VSD canal maintenance map after initial cleaning. Creation of a ranch road from the 4 mile canal to the 2 mile canal through K-1E and K3,4 to replace access lost along powerline and into Village 2																
b	Administration																
	Supplemental personnel		X														
	HMP update every 2 years		X														
	Comments:																

Management Unit: VWP Stage 1 and Stage 2		Legend: <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 40%;"> X Responsible party (may change from year-to-year as management activities intensify) "blank" No action anticipated this year C See attached Comment page/s <div style="display: flex; align-items: center;"> <div style="width: 15px; height: 15px; background-color: #ADD8E6; border: 1px solid black; margin-right: 5px;"></div> ADS activity <div style="width: 15px; height: 15px; background-color: #FFFF00; border: 1px solid black; margin-right: 5px;"></div> VSD activity </div> </div> <div style="width: 55%;"> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> Peak Nesting Season Caracara and Sandhill Crane and Burrowing Owl - see HMP Table 5 </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> Dry Season <div style="display: flex; justify-content: space-between; border-top: 1px solid black; border-bottom: 1px solid black;"> OctNovDecJanFebMarAprMay </div> </div> <div style="width: 10%;"></div> <div style="width: 40%;"> JunJulAugSep </div> </div> </div> </div>													
Fiscal year: 2025/2026															
HMP c	Resource Management Objectives	Initiator													
	Wildlife Management	VSD	ADS												
	Nuisance animals (hog, coyote, armadillo)	X													
	Game population	X		Hunting in accordance with FWC seasons and regulations											
	Feed plot maintenance & planting	X													
	Annual hunting licensee renewal	X													
Comments: Ongoing hog hunting/trapping by ADS (or leasees).															
4.8	Funding	X													
4.9	Community Outreach and Collaboration	X		To prepare residents for prescribed fire and PCT management.											
"Comment" pages attached: _____ ADS and _____ VSD															
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 1) Submitted by: _____ Signature: <u>Bill Lites</u> </div> <div style="width: 50%;"> VSD Environmental Professional Dated: <u>April 10, 2025</u> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> 2) ADS confirmation: <u>Stacy Mello</u> Signature: <u>Stacy Mello</u> </div> <div style="width: 50%;"> Dated: <u>5/12/25</u> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> 3) Approved by VSD: <u>Todd J. Pokrywa</u> Signature: <u>[Signature]</u> </div> <div style="width: 50%;"> VSD Board Chair Dated: <u>6/12/2025</u> </div> </div>															

**VIERA
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**VIERA
STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2025**

**VIERA
STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2025**

	General Fund	Debt Service Fund Series 2021	Debt Service Fund Series 2023	Total Governmental Funds
ASSETS				
Cash	\$ 828,482	\$ -	\$ -	\$ 828,482
Investments				
Revenue	-	1,370,046	1,347,859	2,717,905
Reserve	-	660,753	870,608	1,531,361
Prepayment	-	-	11,383	11,383
Capitalized interest	-	43,529	137,193	180,722
Cost of issuance	-	2,867	-	2,867
Undeposited funds	2,726	-	-	2,726
Accounts receivable	11,449	-	-	11,449
Due from Landowner	88,675	-	350,416	439,091
Due from general fund	-	78,037	42,830	120,867
Total assets	<u>\$ 931,332</u>	<u>\$2,155,232</u>	<u>\$2,760,289</u>	<u>\$ 5,846,853</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Due to other	\$ 2,761	\$ -	\$ -	\$ 2,761
Due to debt service fund 2021	78,037	-	-	78,037
Due to debt service fund 2023	42,830	-	-	42,830
Total liabilities	<u>123,628</u>	<u>-</u>	<u>-</u>	<u>123,628</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	88,675	-	350,416	439,091
Total deferred inflows of resources	<u>88,675</u>	<u>-</u>	<u>350,416</u>	<u>439,091</u>
Fund balances:				
Restricted for:				
Debt service	-	2,155,232	2,409,873	4,565,105
Unassigned	719,029	-	-	719,029
Total fund balances	<u>719,029</u>	<u>2,155,232</u>	<u>2,409,873</u>	<u>5,284,134</u>
Total liabilities and fund balances	<u>\$ 931,332</u>	<u>\$2,155,232</u>	<u>\$2,760,289</u>	<u>\$ 5,846,853</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 931,332</u>	<u>\$2,155,232</u>	<u>\$2,760,289</u>	<u>\$ 5,846,853</u>

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 54,726	\$ 927,044	\$ 925,776	100%
Assessment levy: off-roll	2,726	2,726	93,436	3%
Canal maintenance agreement Viera East CDD 1	-	9,989	9,990	100%
Canal maintenance agreement Central Viera CA	-	23,956	26,482	90%
Interest & miscellaneous	-	300	500	60%
Total revenues	<u>57,452</u>	<u>964,015</u>	<u>1,056,184</u>	91%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	5,383	0%
Management/recording/accounting	4,000	28,000	48,000	58%
Legal	172	12,925	30,000	43%
Engineering	-	1,938	10,000	19%
Ecologist	276	8,579	15,000	57%
Audit	-	4,450	6,700	66%
Dissemination agent / series 2021	83	583	1,000	58%
Dissemination agent / series 2023	83	583	1,000	58%
DSF accounting / series 2021	417	2,917	5,000	58%
DSF accounting / series 2023	417	2,917	5,000	58%
Trustee / series 2021	-	4,246	5,000	85%
Trustee / series 2023	-	-	5,000	0%
Arbitrage rebate calculation / series 2021	-	500	500	100%
Arbitrage rebate calculation / series 2023	-	-	500	0%
Insurance	-	12,637	12,500	101%
Legal advertising	-	-	3,000	0%
Printing & binding	9	58	100	58%
Telephone	8	58	100	58%
Postage	12	22	250	9%
Annual special district fee	-	175	175	100%
Website hosting and maint	-	705	705	100%
Website ADA compliance	-	-	210	0%
Contingencies / bank charges	-	-	900	0%
Property appraiser	-	-	3,091	0%
Property taxes	-	85	-	N/A
Tax collector	1,086	18,505	19,287	96%
Contingency	81	660	19,934	3%
Total administrative	<u>6,644</u>	<u>100,543</u>	<u>198,335</u>	51%
Field Management Operations				
Field manager	-	-	10,000	0%
O&M accounting	417	2,917	5,000	58%
Total field management operations	<u>417</u>	<u>2,917</u>	<u>15,000</u>	19%

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
Maintenance -- Platted Lots/Subdivisions				
Aquatic weed control for drainage system	21,299	167,713	296,748	57%
PCT area maintenance	-	10,000	64,900	15%
Street lighting	18,902	128,833	226,500	57%
Subdivision contingency	-	2,125	3,000	71%
Total maintenance - platted lots/subdivisions	<u>40,201</u>	<u>308,671</u>	<u>591,148</u>	52%
Maintenance -- Environmental (District-wide)				
Aquatic weed control and maintenance for canals	-	10,830	138,095	8%
Inspections and miscellaneous work by ecologist	-	-	13,000	0%
Wetland/habitat maintenance in VWP, Stage 1	-	-	6,000	0%
Wetland/habitat maintenance in VWP, Stage 2	-	-	148,000	0%
Canal repair	-	49,730	-	N/A
Burrowing owl preserve and bald eagle conservation easement	-	-	8,500	0%
Prescribed fire	-	-	64,500	0%
District-wide contingency	-	-	4,000	0%
Total maintenance - environmental (District-wide)	<u>-</u>	<u>60,560</u>	<u>382,095</u>	16%
Total expenditures	<u>47,262</u>	<u>472,691</u>	<u>1,186,578</u>	40%
 Excess/(deficiency) of revenues over/(under) expenditures	 10,190	 491,324	 (130,394)	
 Fund balances - beginning	 708,839	 227,705	 253,308	
Fund balances - ending	<u><u>\$ 719,029</u></u>	<u><u>\$ 719,029</u></u>	<u><u>\$ 122,914</u></u>	

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 79,616	\$ 1,348,686	\$ 1,349,864	100%
Interest	6,568	33,606	-	N/A
Total revenues	<u>86,184</u>	<u>1,382,292</u>	<u>1,349,864</u>	102%
EXPENDITURES				
Debt Service				
Principal	-	-	500,000	0%
Interest	-	411,493	822,988	50%
Total expenditures	<u>-</u>	<u>411,493</u>	<u>1,322,988</u>	31%
Other fees & charges				
Tax collector	1,578	26,922	28,122	96%
Total other fees & charges	<u>1,578</u>	<u>26,922</u>	<u>28,122</u>	96%
Total expenditures	<u>1,578</u>	<u>438,415</u>	<u>1,351,110</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	84,606	943,877	(1,246)	
Fund balances - beginning	<u>2,070,626</u>	<u>1,211,355</u>	<u>1,167,425</u>	
Fund balances - ending	<u>\$ 2,155,232</u>	<u>\$ 2,155,232</u>	<u>\$ 1,166,179</u>	

**VIERA
STEWARDSHIP DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED APRIL 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 43,697	\$ 740,216	\$ 642,975	115%
Assessment levy: off-roll	659,494	659,494	1,105,758	60%
Interest	5,506	35,712	-	N/A
Total revenues	<u>708,697</u>	<u>1,435,422</u>	<u>1,748,733</u>	82%
EXPENDITURES				
Debt service				
Principal	-	-	375,000	0%
Interest	-	682,428	1,364,855	50%
Total debt service	<u>-</u>	<u>682,428</u>	<u>1,739,855</u>	39%
Other fees & charges				
Tax collector	869	14,778	13,395	110%
Total other fees and charges	<u>869</u>	<u>14,778</u>	<u>13,395</u>	110%
Total expenditures	<u>869</u>	<u>697,206</u>	<u>1,753,250</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	707,828	738,216	(4,517)	
Fund balances - beginning	<u>1,702,045</u>	<u>1,671,657</u>	<u>1,652,436</u>	
Fund balances - ending	<u>\$ 2,409,873</u>	<u>\$ 2,409,873</u>	<u>\$ 1,647,919</u>	

**VIERA
STEWARDSHIP DISTRICT**

**STAFF
REPORTS**



April 18, 2025

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

RE: Cypress Bay West Community Development District
Deering Park Stewardship District
Emerald Lakes Community Development District
Malabar Springs Community Development District
Viera Stewardship District
Windward Preserve Community Development District

Dear Ms Gillyard:

I am writing in response to your request of April 5, 2025 for the number of registered voters within the aforementioned communities.

Please be advised our records indicate the number of registered voters as of April 15, 2025 are as follows:

Cypress Bay West Community Development District	214
Deering Park Stewardship District	0
Emerald Lakes Community Development District	0
Malabar Springs Community Development District	0
Viera Stewardship District	8,721
Windward Preserve Community Development District	0

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

Kind regards,

A handwritten signature in blue ink, appearing to read "Tim Bobanic".

Tim Bobanic

TB/dy

Mailing Address

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

Supervisor of Elections - Titusville

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

Supervisor of Elections - Viera

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

Supervisor of Elections - Melbourne

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

Supervisor of Elections – Palm Bay

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

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