



Rizzetta & Company

Heritage Isle at Viera Community Development District

Board of Supervisors' Special Meeting March 23, 2021

**District Office:
8529 South Park Circle, Suite 330
Orlando, Florida 32819
407.472.2471**

www.heritageisleatvieracdd.org

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 8529 South Park Circle, Suite 330, Orlando, FL 32819

Board of Supervisors

Jay Williams
Bob Goldstein
Kenneth Bonin
Jon Smallegan
Kenneth Walter

Chair
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

District Manager

Melissa Dobbins

Rizzetta & Company, Inc.

District Counsel

Jere Earlywine
Wes Haber

Hopping Green & Sams

District Engineer

Ana Saunders

BSE Consultants

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 472-2471. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 8529 South Park Circle – Suite 330 – Orlando, FL 32819
www.heritageisleatvieracdd.org

March 16, 2021

Board of Supervisors
Heritage Isle at Viera
Community Development District

AGENDA

Dear Board Members:

The **special meeting** of the Board of Supervisors of Heritage Isle at Viera Community Development District will be held on **Tuesday, March 23, 2021 at 10:30 a.m. at the Heritage Isle Clubhouse Craft Room located at 6800 Legacy Blvd., Viera, FL 32940**. Following is the agenda for the meeting:

BOARD OF SUPERVISORS MEETING:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A.** Consideration of Resolution 2021-03, Designating Officers.....Tab 1
 - B.** Consideration of the Minutes of the Audit Review Committee Held on December 15, 2020.....Tab 2
 - C.** Consideration of the Minutes of the Board of Supervisors' Special Meeting Held on December 15, 2020.....Tab 3
 - D.** Ratification of the Operation & Maintenance Expenditures November 2020 – January 2021.....Tab 4
- 4. STAFF REPORTS**
 - A.** District Counsel
 - i. Consideration of E-Verify Memo of Understanding/Requirements....Tab 5
 - B.** District Engineer
 - i. Update on Line of Site at Intersection
 - ii. Update Regarding Pond Signage Location
 - iii. Discussion Regarding Toland Drive Sidewalk Issue
 - vi. Consideration of 2021 Infrastructure Inspection Work Authorization No. 24Tab 6
 - C.** District Manager
 - i. General Community Observations and Updates
 - D.** Field Service Manager
 - i. Review of Field Service Report.....Tab 7
 - E.** BrightView
- 5. BUSINESS ITEMS**
 - A.** Consideration of AMTEC Series 2013A-1 & 2013A-2 Arbitrage Rebate Computation Proposal – AMTEC.....Tab 8
 - B.** Ratification of Mini Pine Bark Mulch Installation – BrightView.....Tab 9
 - C.** Consideration of Community Pressure Washing Proposals – Blown Away...Tab 10
 - D.** Consideration of Pump Station Fencing Proposal..Tab 11
 - E.** Consideration of Temporary Access Agreement for Pool Construction.....Tab 12
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at (407) 472-2471.

Very truly yours,

Melissa Dobbins

Melissa Dobbins
District Manager

cc: Wes Haber, Hopping Green & Sams, P.A.

TAB 1

RESOLUTION 2021-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT DESIGNATING AN ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Heritage Isle at Viera Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Brevard County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint an Assistant Secretary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HERITAGE ISEL AT VIERA COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Richard Hernandez is appointed Assistant Secretary.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 23RD DAY OF MARCH, 2021.

**HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT
DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASSISTANT SECRETARY

TAB 2

MINUTES OF MEETING

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

HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT

The audit committee meeting of the Heritage Isle at Viera Community Development District was held on **Tuesday, December 15, 2020 at 10:30 a.m.** at the Heritage Isle Clubhouse Multi-Purpose Room located at 6800 Legacy Blvd., Viera, FL 32940.

Present and constituting a quorum:

Jay Williams	Board Supervisor, Chairman
Bob Goldstein	Board Supervisor, Vice Chairman
Ken Bonin	Board Supervisor, Assistant Secretary
Jon Smallegan	Board Supervisor, Assistant Secretary
Kenneth Walter	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	Regional District Manager, Rizzetta & Co., Inc.
Wes Haber	District Counsel, Hopping Green & Sams, P.A. <i>(via teleconference)</i>
Ana Saunders	District Engineer, BSE Consultants
Daniel Srein	Account Manager, Brightview
Stephan Rossbach	Divisional Manger, Brightview
General Audience	Present <i>(in person & via teleconference)</i>

FIRST ORDER OF BUSINESS

Call to Order

Ms. Dobbins called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS

Review of Proposals for Auditing Services

The Audit Review Committee discussed the auditing proposals submitted by Berger, Toombs, Elam, Gaines & Frank, Grau & Associates and McDirmitt Davis for fiscal year ending 2020. The proposals provided two optional renewals for fiscal years ending 2021 and 2022. Berger, Toombs, Elam, Gaines & Frank proposed pricing in the following amounts for each year: FYE 2020 = \$3,590.00, FYE 2021 = \$3,590.00 and FYE 2022 = \$3,590.00; Grau & Associates proposed pricing in the following amounts for each year: FYE 2020 = \$3,600.00, FYE 2021 = \$3,700.00 and FYE 2022 = \$3,800.00; and McDirmitt Davis proposed pricing in the following amounts for each year: FYE 2020 = \$3,800.00, FYE 2021 = \$3,800.00 and FYE 2022 = \$3,800.00. The individual committee members provided management with the scores for the firms submitting a proposal based on the evaluation criteria approved at the last audit meeting.

THIRD ORDER OF BUSINESS

Ranking of Auditor Proposals

Ms. Dobbins tabulated the total score as provided by the Audit Review Committee. Berger, Toombs, Elam, Gaines & Frank scored a total of 458 points; Grau & Associates scored a total of 453 points; and McDirmitt Davis scored a total of 495 points. McDirmitt Davis was recommended for the District's Auditing Services for the Fiscal Years 2020-2022 based on the Committee's ranking of the proposals.

On a motion made by Mr. Goldstein and seconded by Mr. Smallegan, the Audit Committee recommends McDirmitt Davis as the highest bidder with 495 points for the District's Auditing Services for the Fiscal Years 2020-2022, for the Heritage Isle at Viera Community Development District.

FOURTH ORDER OF BUSINESS

Adjournment

The Audit Committee adjourned the audit committee meeting at 10:46 a.m. for the Heritage Isle at Viera Community Development District.
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Heritage Isle at Viera CDD
Audit Proposal Review Committee Evaluation Spread Sheet

Bidder's Name	Total Audit Price	Committee Member #1 Total Points	Committee Member #2 Total Points	Committee Member #3 Total Points	Committee Member #4 Total Points	Committee Member #5 Total Points	Total Points	Final Rankings
Berger, Toombs, Elam, Gaines & Frank	2020 - \$3,590.00 2021 - \$3,590.00 2022 - \$3,590.00	90	99	97	75	97	458	2nd
Grau & Associates	2020 - \$3,600.00 2021 - \$3,700.00 2022 - \$3,800.00	90	98	94	75	96	453	3rd
McDirmit Davis *Current Auditor	2020 - \$3,800.00 2021 - \$3,800.00 2022 - \$3,800.00	98	100	99	100	98	495	1st
NOTE: The total number of points are cumulative of 5 committee members								

TAB 3

MINUTES OF MEETING

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

HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT DISTRICT

The special meeting of the Board of Supervisors of Heritage Isle at Viera Community Development District was held on **Tuesday, December 15, 2020 at 10:46 a.m.** at the Heritage Isle Clubhouse Multi-Purpose Room located at 6800 Legacy Blvd., Viera, FL 32940.

Present and constituting a quorum:

Jay Williams	Board Supervisor, Chairman
Bob Goldstein	Board Supervisor, Vice Chairman
Ken Bonin	Board Supervisor, Assistant Secretary
Jon Smallegan	Board Supervisor, Assistant Secretary
Kenneth Walter	Board Supervisor, Assistant Secretary

Also present were:

Melissa Dobbins	Regional District Manager, Rizzetta & Co., Inc.
Wes Haber	District Counsel, Hopping Green & Sams, P.A. <i>(via teleconference)</i>
Ana Saunders	District Engineer, BSE Consultants
Daniel Srein	Account Manager, Brightview
Stephan Rossbach	Divisional Manger, Brightview
General Audience	Present <i>(in person & via teleconference)</i>

FIRST ORDER OF BUSINESS

Call to Order

Mr. Williams called the meeting to order and called the roll. Quorum was established.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

A resident commented on the fish kill process from last summer.

THIRD ORDER OF BUSINESS

Administer Oath of Office

Ms. Dobbins, a licensed notary in the State of Florida, swore in Mr. Kenneth Bonin and Mr. Goldstein prior to the meeting in order to establish a quorum.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2021-02,
Designating Officers**

The composition of the board remained the same with the addition of Ms. Melissa Dobbins of Rizzetta & Company as Assistant Secretary for signature purposes.

On Motion by Mr. Smallegan, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors' approved Resolution 2021-02, Designating Officers, for the Heritage Isle at Viera Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Special Meeting
held on October 29, 2020**

Mr. Bonin requested a change to the 6th order of business on page 3.

On Motion by Mr. Walter seconded by Mr. Bonin, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' Special Meeting held on October 29, 2020, as amended, for Heritage Isle at Viera Community Development District.

SIXTH ORDER OF BUSINESS

**Ratification of the Operation and
Maintenance Expenditures September
- October 2020**

Mr. Williams reviewed the amounts for the Operation and Maintenance Expenditures for September and October 2020.

On Motion by Mr. Goldstein seconded by Mr. Smallegan, with all in favor, the Board of Supervisors ratified the operation and expenditures for September 2020 in the amount of \$99,518.01 and October 2020 in the amount of \$23,610.70, for Heritage Isle at Viera Community Development District.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Haber noted that the Governor has not made any changes allowing District to meet virtually. He will continue to monitor the situation.

B. District Engineer

Ms. Saunders updated the Board that the bridge board repair is approved and being scheduled. She said that the sod will be replaced around the new drain in Phase 4 very soon. She will have Mr. Long look inside of the drain to make sure that too much dirt has not been washing inside.

Mr. Bonin asked Ms. Saunders to review the sidewalk dip behind the club house and north of the gazebo.

Mr. Walter asked for an update regarding the letter that was sent to HIVA about the line-of-sight issue. After some discussion, the board directed Ms. Saunders to bring back a drawing and cost estimate of an alternative solution for them to review at the next scheduled meeting in January.

C. District Manager

Ms. Dobbins updated the Board on the irrigation lightning claim that has been processed. The District should be receiving a check less the deductible in the amount of \$5,496.95 soon for the repair that cost \$7,996.95.

She updated the Board that a resident has requested to pay for a tree to be installed after a tree was removed by her home. She requested a Roya Poinciana, which was approved by the HOA. The District received a proposal and once the funds are received by the resident, the work order will be approved, completed and paid for through the District.

She stated that the pressure washing of the benches and statues were completed by Blown Away for \$1200.00. This work was approved after review of a comparison proposal with Mr. Smallegan.

She updated the Board that the District had already approved a sidewalk pressure washing policy in 2014 where if residents didn't want to wait until the next bi-annual cleaning by the District, then they can complete a form to get a vendor of their choice approved. Discussion ensued. The Board directed Ms. Dobbins to work with Mr. Haber to modify the form to allow residents to perform the pressure washing themselves. They will need to sign a waiver or hold harmless form, which does not hold the District liable if they are injured in doing so.

Mr. Walter reviewed his general community observations and updates and then proceeded to update the Board on streetlight repairs, a transformer box that is rusted (a request has been made to have it switched out), annuals that have been installed and shrubs that are in need of replacement at 6958 McGrady. He asked Brightview for a proposal to cut back the Birds of Paradise and also provided an update regarding the assessment that Brightview performed to test pump 1, which confirmed it can handle the whole District on the short term.

D. Field Service Manager
Not Present.

The Board reviewed the report dated August 20, 2020 with the Board.

E. Brightview
No Report.

EIGHTH ORDER OF BUSINESS

Consideration of Audit Review Committee Recommendations

On a motion by Mr. Williams, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors approved the Audit Review Committee's Recommendation and authorized District Staff to obtain an engagement letter from McDirmit Davis for Auditing Services, for the Heritage Isle at Viera Community Development District.

NINTH ORDER OF BUSINESS

Discussion Regarding Pond Signage Locations

Discussion ensued regarding current locations of signs. The Board approved that Ms. Saunders update the exhibit/map with all the pond sign markings to then have one final review by Mr. Goldstein. Once completed, District Management can have the pond signs installed.

TENTH ORDER OF BUSINESS

Discussion Regarding Renewal Letter FY 2020-2021 - Solitude Lake Management

On Motion by Mr. Williams, seconded by Mr. Walter, with all in favor, the Board approved the Solitude Lake Management renewal for FY 20 at the current rate, for Heritage Isle at Viera Community Development District.

ELEVENTH ORDER OF BUSINESS

**Consideration of Annual Lake
Management Services Renewal
FY 2022-2024 - Solitude Lake
Management**

Ms. Dobbins reviewed the proposal with the Board. After some discussion, the Board approved the Solitude Lake Management Proposal for 3-year fixed rates.

On Motion by Mr. Goldstein, seconded by Mr. Smallegan, with all in favor, the Board approved the Solitude Lake Management Proposal for 3-year fixed rates, for Heritage Isle at Viera Community Development District.

TWELFTH ORDER OF BUSINESS

**Supervisor Requests and Audience
Comments**

There were no Supervisor requests at this time.

An audience member requested to have a bench reinstalled in Phase 6. It was previously removed after one resident complained. Discussion ensued. The Board opened the floor up for comments.

On Motion by Mr. Goldstein, seconded by Mr. Walter, with all in favor, the Board approved that a bench be purchased and reinstalled, for Heritage Isle at Viera Community Development District.

Ms. Dobbins announced that the next meeting is scheduled for Tuesday, January 26, 2021 at 10:30 a.m.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On Motion by Mr. Walter, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors adjourned the meeting at 1:10 p.m. for Heritage Isle at Viera Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

TAB 4

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

District Office · 8529 South Park Circle · Suite 330 · Orlando, FL 32819

Operation and Maintenance Expenditures November 2020 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2020 through November 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$40,168.57**

Approval of Expenditures:

_____ Chairperson
_____ Vice Chairperson
_____ Assistant Secretary

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
B S E Consultants Inc	003473	15149	Engineering Services 10/20	\$ 1,463.00
Bob Goldstein	003467	BG10292020	Board of Supervisors Meeting 10/29/2020	\$ 200.00
BrightView Landscape Services, Inc.	003469	7037429	1980 Annuals Installed and Bed Prep.	\$ 3,663.00
BrightView Landscape Services, Inc.	003469	7037854	Palmettos on Legacy Blvd	\$ 3,190.96
BrightView Landscape Services, Inc.	003469	7037938	Bottlebrush Hedge Heavy Trimming	\$ 1,005.00
BrightView Landscape Services, Inc.	003469	7049259	Irrigation Maintenance 10/20	\$ 974.04
BrightView Landscape Services, Inc.	003476	7072148	Landscape Maintenance 11/20	\$ 16,594.58
Department of Economic Opportunity	003474	83012	Special District Fee FY 20/21	\$ 175.00
Emmett J Williams, Jr	003472	EW10292020	Board of Supervisors Meeting 10/29/2020	\$ 200.00
Florida Power & Light Co	003477	1800229289	FACILITY CHARGE Prem Light 20 yr Pymnts 11/20	\$ 1,602.00
Florida Power & Light Co	003477	1800229301	FACILITY CHARGE Prem Light 20 yr Pymnts 11/20	\$ 981.00
Hoover Pumping Systems Corp.	003464	156893	Irrigation Maintenance 10/20	\$ 356.16
Jon Smallegan	003470	JS10292020	Board of Supervisors Meeting 10/29/2020	\$ 200.00
Kenneth F. Walter	003471	KW10292020	Board of Supervisors Meeting 10/29/2020	\$ 200.00

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kenneth O. Bonin	003468	KB10292020	Board of Supervisors Meeting 10/29/2020	\$ 200.00
Rizzetta & Company	003465	INV0000054233	District Management Services 11/20	\$ 6,272.83
Rizzetta Technology Services, LLC	003466	INV0000006519	Website & EMail Hosting Services 11/20	\$ 175.00
Solitude Lake Management, LLC.	003475	PI-A00488700	Lake & Pond Management Services 10/20	<u>\$ 2,716.00</u>
<u>Report Total</u>				<u>\$ 40,168.57</u>

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

District Office · 8529 South Park Circle · Suite 330 · Orlando, FL 32819

Operation and Maintenance Expenditures December 2020 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2020 through December 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$64,166.50**

Approval of Expenditures:

_____ Chairperson
_____ Vice Chairperson
_____ Assistant Secretary

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Brevard County Property Appraiser	003478	2021HERNAV	Add Non-Ad Valorme Assessments FY 20/21	\$ 882.50
BrightView Landscape Services, Inc.	003483	7030969	Landscape Maintenance 10/20	\$ 16,594.58
BrightView Landscape Services, Inc.	003483	7111434	Replace Components due to Power Surge 11/20	\$ 7,996.95
BrightView Landscape Services, Inc.	003483	7128337	Landscape Maintenance 12/20	\$ 16,594.58
Florida Power & Light Co	003479	FPL Summary 11/20	FPL Summary 11/20	\$ 4,917.59
Florida Power & Light Co	003486	FPL Summary 12/20	FPL Summary 12/20	\$ 4,676.54
Florida Today Payment Center	003485	0003572413	Acct #126307 Legal Advertising 10/20	\$ 489.93
Hoover Pumping Systems Corp.	003484	139132	Annual Service Agreement MA#2796	\$ 2,850.00
Rizzetta & Company	003480	INV0000054709	District Management Services 12/20	\$ 6,272.83
Rizzetta Technology Services, LLC	003481	INV0000006621	Website & EMail Hosting Services 12/20	\$ 175.00
Solitude Lake Management, LLC.	003482	PI-A00504848	Lake & Pond Management Services 11/20	<u>\$ 2,716.00</u>
<u>Report Total</u>				<u>\$ 64,166.50</u>

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

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Operation and Maintenance Expenditures January 2021 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2021 through January 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$69,195.49**

Approval of Expenditures:

_____ Chairperson
_____ Vice Chairperson
_____ Assistant Secretary

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
B S E Consultants Inc	003496	15250	Engineering Services 11/20	\$ 624.20
Blown Away, LLC	003501	51052	Pressure Washing of All Sidewalks 04/20	\$ 8,200.00
Blown Away, LLC	003501	53525	Pressure Washing Benches/Pergolas	\$ 1,200.00
Bob Goldstein	003487	BG12152020	Board of Supervisors Meeting 12/15/2020	\$ 200.00
BrightView Landscape Services, Inc.	003495	7109183	Savoy and Legacy Blvd Line of Sight Issues	\$ 1,618.15
BrightView Landscape Services, Inc.	003495	7112924	Heritage Isle Hardwoods 11/20	\$ 4,500.00
BrightView Landscape Services, Inc.	003495	7133853	4/20 Update Endcaps of Turning Lanes	\$ 3,002.70
BrightView Landscape Services, Inc.	003495	7168009	Landscape Maintenance 01/21	\$ 16,594.50
Campus Suite	003489	19146	Website & Compliance Services - Q2 FY20/21	\$ 384.38
Emmett J Williams, Jr	003494	EW12152020	Board of Supervisors Meeting 12/15/2020	\$ 200.00
Florida Power & Light Co	003502	FPL Summary 01/21	FPL Summary 01/21	\$ 5,264.86
Hoover Pumping Systems Corp.	003503	157539	Irrigation Pump Repair 1/21	\$ 1,277.23
Hoover Pumping Systems Corp.	003497	157826	Irrigation Pump Repair 12/20	\$ 1,366.02
Hopping Green & Sams	003498	118994	General Legal Services 10/20	\$ 1,210.50

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hopping Green & Sams	003504	119555	General Legal Services 11/20	\$ 107.10
Jon Smallegan	003490	JS12152020	Board of Supervisors Meeting 12/15/2020	\$ 200.00
Kenneth F. Walter	003491	KW12152020	Board of Supervisors Meeting 12/15/2020	\$ 200.00
Kenneth O. Bonin	003488	KB12152020	Board of Supervisors Meeting 12/15/2020	\$ 200.00
Rizzetta & Company	003492	INV0000055486	District Management Services 01/21	\$ 6,272.83
Rizzetta & Company	003505	INV0000055612	Annual Dissemination Agent Fee FY 20/21	\$ 2,000.00
Rizzetta Technology Services, LLC	003493	INV0000006720	Website & EMail Hosting Services 01/21	\$ 175.00
Solitude Lake Management, LLC.	003499	PI-A00519782	Lake & Pond Management Services 12/20	\$ 2,716.00
Solitude Lake Management, LLC.	003506	PI-A00533990	Lake & Pond Management Services 1/21-3/21	\$ 239.00
Solitude Lake Management, LLC.	003506	PI-A00535277	Lake & Pond Management Services 1/21	\$ 2,716.00
Watson Site Development, Inc.	003507	2299	Paint Curbs/ Misc.	\$ 1,400.00
Watson Site Development, Inc.	003507	2300	Sidewalk Grinding 11/20	\$ 450.00
Watson Site Development, Inc.	003500	2307	Drainage Repair 11/20	\$ 5,200.00
Watson Site Development, Inc.	003500	2332	Replace Deck Board on Pedestrian Bridge	\$ 350.00

Heritage Isle at Viera Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Watson Site Development, Inc.	003500	2333	Park Bench Installation	<u>\$ 1,327.02</u>
<u>Report Total</u>				<u>\$ 69,195.49</u>

TAB 5



Company ID Number: _____

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the _____ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	

TAB 6

HERITAGE ISLE AT VIERA CDD

REQUEST FOR AUTHORIZATION

1. SCOPE OF SERVICES:

CDD Infrastructure – 2021 Inspection and Maintenance Report

- A. Complete initial inspection for each of the following parcels; prepare report summarizing findings and recommendations for repair and/or maintenance activity

South Tracts – Parcels A-1 (Phase 1)
A-2 (Phase 3)
B-1 (Phase 4)
B-2 (Phase 2)
E (Phase 1, Multi-Family)
E (Single-Family)

North Tracts – Parcels C-1 (Phase 6)
C-2 (Phases 7A and 7B)
D-1 and G (Phase 8)
D-2 (Phase 5)
F

- B. Coordinate proposals/bids to complete any required maintenance, inspect completed work.

2. BASIS OF COMPENSATION:

Lump Sum per the following:

A. Inspection and Report	Parcel A-1 (Phase 1)	\$2,350.00
	Parcel A-2 (Phase 3)	\$2,000.00
	Parcel B-1 (Phase 4)	\$2,000.00
	Parcel B-2 (Phase 2)	\$2,000.00
	Parcel E (Phase 1, MF)	\$1,350.00
	Parcel E (SF)	\$1,500.00
	Parcel C-1 (Phase 6)	\$2,675.00
	Parcel C-2 (Phase 7)	\$3,475.00
	Parcel D-1 and G (Phase 8)	\$3,000.00
	Parcel D-2 (Phase 5)	\$3,180.00
	Parcel F (SF)	\$1,500.00

- B. Hourly – per contract rate schedule

3. TIME OF PERFORMANCE:

- Inspections and reports for the 2021 tracts to be completed within sixty (60) days of authorization to proceed.
- Bid documents for all repairs/maintenance activities shall be completed within sixty (60) days of the Board's approval of the inspection report.

4. APPROVAL:

Submitted by: _____ Date: March 10, 2021
B.S.E. Consultants, Inc.

Approved by: _____ Date: _____

SUPPLEMENTAL AGREEMENT NUMBER 24

THIS SUPPLEMENTAL AGREEMENT made and entered into this _____ day of _____, 2021 by and between:

Heritage Isle at Viera Community Development District, a Special Unit of Government organized and existing under the laws of the State of Florida, hereinafter referred to as "District"

AND

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

WHEREAS, on October 22, 2013, the District and the engineer entered into a Master Consultant Agreement and

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

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

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

SCOPE OF SERVICES

I. Objective

CDD Infrastructure – Inspection and Maintenance Report

- A. Utilize the previously approved checklist of items for review, criteria for evaluation and determination of needed repair or maintenance to complete initial inspection for each of the following parcels; prepare report summarizing findings and recommendations for repair and/or maintenance activity.
- B. Coordinate proposals/bids to complete any required maintenance, inspect completed work.

COMPENSATION

Lump Sum per the following:

A. Inspection and Report	Parcel A-1 (Phase 1)	\$2,350.00
	Parcel A-2 (Phase 3)	\$2,000.00
	Parcel B-1 (Phase 4)	\$2,000.00
	Parcel B-2 (Phase 2)	\$2,000.00
	Parcel E (Phase 1, MF)	\$1,350.00
	Parcel E (SF)	\$1,500.00
	Parcel C-1 (Phase 6)	\$2,675.00
	Parcel C-2 (Phase 7)	\$3,475.00
	Parcel D-1 and G (Phase 8)	\$3,000.00
	Parcel D-2 (Phase 5)	\$3,180.00
	Parcel F (SF)	\$1,500.00

B. Hourly – per contract rate schedule

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

AFFIRMATION OF PREVIOUS AGREEMENT

The parties hereto, through the execution of this document, while amending certain portions of the Master Consultant Agreement executed on October 22, 2013, hereby affirm all other portions of said Master Consultant Agreement.



B.S.E. CONSULTANTS, INC.



FEE SCHEDULE – 2013

Principal Engineer.....	\$150.00/Hour
Senior Project Manager	\$115.00/Hour
Senior Engineer.....	\$105.00/Hour
Senior Surveyor	\$105.00/Hour
Project Engineer.....	\$ 95.00/Hour
Staff Engineer	\$ 80.00/Hour
Environmental Specialist	\$ 90.00/Hour
Environmental Specialist -1	\$ 65.00/Hour
CADD Designer.....	\$ 60.00/Hour
Administrative Technician.....	\$ 40.00/Hour
Administrative Assistant.....	\$ 30.00/Hour
Secretary	\$ 25.00/Hour
Construction Inspector.....	\$ 85.00/Hour
1-Man Survey Crew	\$ 85.00/Hour
2-Man Survey Crew	\$ 105.00/Hour
3-Man Survey Crew	\$ 135.00/Hour
4-Man Survey Crew	\$ 160.00/Hour
Expert Witness	\$ 195.00/Hour

REIMBURSABLE EXPENSES

4-Wheel Drive Vehicle	\$ 0.70/Mile
2-Wheel Drive Vehicle	\$ 0.55/Mile
24"x36" Regular (Black/White) Prints	\$2.22/Page
24"x36" Color Prints	\$7.56/Page
Black/White Copies:	8.5"x11" (\$0.15), 8.5"x14" (\$0.17), 11"x17" (\$0.20)
Color Copies:.....	8.5"x11" (\$0.17), 8.5"x14" (\$0.20), 11"x17" (\$0.25)
All Other Sizes and Outsourced Prints/Copies	Prices Available By Request
Faxes	\$1.25/Page
Charter Airfare	AT COST
Permit Application Fees.....	AT COST
Postage	AT COST

TAB 7

HERITAGE ISLE AT VIERA CDD

FIELD INSPECTION REPORT



February 5, 2021

Rizzetta & Company

Bryan Schaub – Field Services Manager



Rizzetta & Company
Professionals in Community Management

Summary, Grayson, Camberly & Wickham

General Updates, Recent & Upcoming Maintenance Event

- Property-wide, remove all fruit, seed pods, dead fronds and stalks from all Palms.
- Implement treatment and nutrition plans for turf, making sure irrigation system is operating efficiently.
- Finish winter pruning and trimming in preparation for growing season.

The following are action items for Brightview to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient of more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation.

1. In Tract OS-1, the Ornamental Grasses were pruned, please remove all grassy and broadleaf weeds from them and Indian Hawthorn.
2. In the same park, treat weeds in turf.
3. In same park, prune the remaining unpruned Ornamental Grasses.
4. In Tract OS-1 adjacent to walkway, remove 2 dead Indian Hawthorn and replace.
5. **On bridge at Lake IVF-W2 and other bridges, vendor to remove grasses hanging over retaining walls on lakeside. (Pic 5)**
6. Property-wide, remove Ball & Spanish Mosses from trees.
7. In Tract OS-7, prune back Holly Standards that are over growing the sidewalks.
8. In the same park, browning turf areas. Vendor to monitor after treatment and fertilizer event. (Pic 8)



9. Along the sidewalk in Tract OS-45, prune Queen Palms removing dead or brown fronds, fruit and seed pods.
10. **In beds along Wickham Road, trim all Ornamental Grasses and remove all seed pods and fruit from Sabal Palms.**

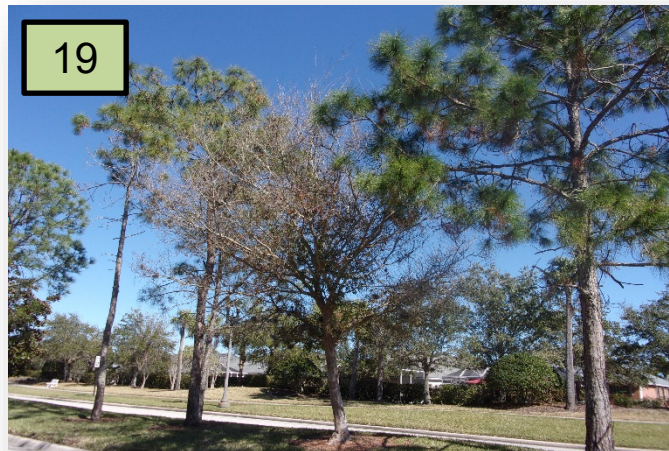


South Entrance, Legacy & Sansome

11. At the south entrance, the signage is blocked by plant material in the median bed closest to the bridge. Vendor to trim these plants down so that the signage can be viewed as vehicles approach the entrance. (Pic 11)



19. As the District's plant material matures and grows issues are occurring regarding plant spacing and distorted growth patterns. Along Legacy there are multiple areas with 2 or more impacted trees and/or palms. Removing some of the less desirable trees can reduce the impact of the plants' spacing. (Pic 19)



12. At the south entrance, there is Dollar Weed in the turf. Treat accordingly.
13. In Tract E just past the Guard House in the west ROW, prune Ligustrum to achieve plant separation from the Holly Standards.
14. Along Legacy and Property-wide, prune all Palms removing dead fronds, fruit and seed pods.
15. At Legacy and Gurrero, remove all vines from shrubs and hedges.
16. On Legacy north of Gurrero, there is a Pine Tree with a dead crown. Might have been a lightning strike or insect/disease. Possible falling hazard.
17. At Camberly Circle and Legacy, detail the Flax Lily beds and continue treatments for Spider Mites.
18. At Legacy and Carambola, at median bullnose there are dry soil conditions in the Annual Flower bed and one dead unit to be replaced.
20. In the west ROW of Legacy, north of Carambola and south of the Round About, there is a dead Sabal Palm. Diagnose cause, remove and replace.
21. At Le Conte & Legacy, remove dead material from shrubs behind the Indian Hawthorn.
22. At the north end of Legacy in the median turf strip at the peak of the berm is a developing bare spot. Turf is gone and weeds are thinning. Repair with matching sod.
23. At the end of February and the beginning of March, pencil prune all Crape Myrtles.
24. At the north end of Legacy in the east ROW by a light post, there is a dead turf area. Resod with matching material.
25. During the next detail rotation, add moss removal to the list of duties.
26. At Sansome & Legacy in median, possible irrigation leak. Very wet soil and standing water.



27. In east ROW of Legacy close to Balboa, there are 3 dead shrubs in the screening hedge near the green electrical box. Remove and replace. (Pic 27)



28. At Balboa and Legacy, remove volunteer shrubs growing into the flowering units.



Proposals

1. In the median at Bancroft & Legacy in the bull nose by the Annual Flowers encircling the tree, there is a bare spot in the Flax Lily bed. Generate a proposal to fill in with 1-Gal Flax Lily. (Pic 1)



TAB 8

**Arbitrage Rebate Computation
Proposal For
Heritage Isle at Viera
Community Development District
(Brevard County, Florida)
\$4,460,000 Special Assessment Revenue
Refunding Bonds
Series 2013A-1 (Senior Lien)
Series 2013A-2 (Subordinate Lien)**





AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

February 5, 2021

Ms. Shandra Torres
District Compliance Associate
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Re: \$4,460,000 Heritage Isle at Viera Community Development District, (Brevard County, Florida),
Special Assessment Revenue Refunding Bonds, Series 2013A-1 (Senior Lien) & Series 2013A-2
(Subordinate Lien)

Dear Ms. Torres:

AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Heritage Isle at Viera Community Development District (the "District") Series 2013A-1 & Series 2013 A-2 bond issues (the "Bonds"). We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

Firm History

AMTEC was incorporated in 1990 and maintains a prominent client base of colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 6,500 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

Southeast Client Base

We provide arbitrage rebate services to over 350 bond issues aggregating more than \$9.1 billion of tax-exempt debt in the southeastern United States. We have recently performed computations for the Magnolia West, East Park, Palm Coast Park, Heritage Isle at Viera and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to the Cities of Cape Coral and Palm Beach in Florida. Nationally, we are rebate consultants for the County of Orange (CA), the City of Tulsa (OK), the City of Corpus Christi (TX) and the States of Connecticut, New Jersey, Montana, Mississippi and Alaska.

We have prepared a Proposal for the computation of arbitrage for the District's Bonds. We have established a "bond year end" of March 27th, based on the closing date in 2013.

Proposal

We are proposing rebate computation services based on the following:

- \$4,460,000 Series 2013 A-1 & A-2 Bonds;
- Fixed Rate Issue; and
- Reserve, Cost of Issuance, Interest, Escrow, and Debt Service Accounts.

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Series 2013 A-1 & A-2 Bonds is \$450 per year and will encompass all activity from the closing date through March 31, 2025. The fee is based upon the size as well as the complexity. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

AMTEC's Professional Fee – Series 2013A-1 & Series 2013A-2 Bonds

Report Date	Type of Report	Period Covered	Fee
March 31, 2021	Rebate and Opinion	Closing – March 31, 2021	\$ 450
March 31, 2022	Rebate and Opinion	Closing – March 31, 2022	450
March 27, 2023	Rebate and Opinion	Closing – March 27, 2023	450
March 31, 2024	Rebate and Opinion	Closing – March 31, 2024	450
March 31, 2025	Rebate and Opinion	Closing – March 31, 2025	450
Total			\$2,250

In order to begin, we are requesting copies of the following documentation:

1. US Bank statements for all accounts from March 2020 through each report date.

AMTEC's Scope of Services

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through required reporting date of the Bonds;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;
- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;
- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;

- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled. AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on _____, 2021.

Heritage Isle at Viera Community
Development District

Consultant: American Municipal Tax-Exempt
Compliance Corporation



By: _____
Heritage Isle at Viera Community
Development District

By: _____
Michael J. Scarfo
Senior Vice President

TAB 9



Proposal for Extra Work at Heritage Isle at Viera CDD

Property Name	Heritage Isle at Viera CDD	Contact	Melissa Dobbins
Property Address	6800 Legacy Blvd. Melbourne, FL 32940	To	Heritage Isle at Viera Community
		Billing Address	Development District 8529 South Park Cir Ste 300 Orlando, FL 32819

Project Name 01 13 2021 Heritage Isle CDD Mulch install
Project Description Install new mini pine bark mulch to all CDD beds.

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
780.00	CUBIC YARD	Mini Pine Bark Mulch	\$46.00	\$35,880.00

For internal use only

SO# 7415189
JOB# 460400254
Service Line 160

Total Price \$35,880.00

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
4777 Old Winter Garden Road, Orlando, FL 32811 ph. (407) 292-9600 fax (407) 291-4966

Proposed Price: **\$35,880.00**

TAB 10



QUOTE

Sweeping the Central Florida Community, Power Washing the State of Florida

DATE: MARCH 5, 2021

2730 Shute St, Orlando, FL 32805
Phone 407.299.7884 Fax 407.299.7040 Cell 407.607.1163
sflores@blownawayusa.com

EXPIRATION DATE 04/05/2021

TO Melissa Dobbins
Regional District Manager
Rizzetta & Company
2806 North Fifth St., Unit 403
St. Augustine, FL 32084
Main #: 904.436.6270
Email: mdobbins@rizzetta.com

JOB LOCATION	PAYMENT TERMS
Heritage Isle at Viera CDD- Legacy Blvd. Viera, FL 32940	Net 30 Days

TYPE OF SERVICE	DESCRIPTION	LINE TOTAL
Curb Power Wash*	Pressure wash of all curbing included in scope using a chemical wash and hot water, high pressure, rinse to remove mold, mildew, algae, environmental contaminates and dirt.	
Scope*	Scope according to phases on sitemap: Phase 1 Phase 2 Phase 3 Phase 4 Phase 5 Phase 6 Phase 7 Phase 8 Tract E Tract F Legacy Blvd.	\$3,494.25 \$3,038.00 \$3,038.00 \$3,038.00 \$2,278.25 \$3,646.00 \$2,734.50 \$3,494.25 \$311.00 \$608.00 \$5,012.75
Frequency*	One Time Occurrence.	
Water Source*	Cost of Portable Water Meter and Water Usage	\$300.00
Total Charge:		\$30,993.00

Quotation prepared by: Sarah Flores 407-607-1163

This is a quotation on the services described above, subject to the conditions noted below:

- A Purchase Order or Invoice number is to be provided by client prior to service being rendered. Issuance of such order constitutes agreement to the following conditions:
- Due diligence will be taken to avoid water intrusion, however Blown Away can not be held responsible for water entry due to faulty or inadequate sealing.
- Oil, rust, and aluminum oxide staining may lighten somewhat but remain visually apparent after cleaning; Blown Away cannot be held responsible for removal of these types of stains unless specify stated in the description above.
- Gum cannot be removed from painted or coated surfaces without potential damage to the coating. Gum removal on these types of surfaces will only be attempted when written direction is provided by the client or specify stated in the description.
- Blown Away will not assume any responsibility for apparent "Wand Damage" to any painted surface that displays loss of adhesion or chalking; we will document such condition on our "work log" at the job site.

To accept this quotation and conditions, sign here, date and return: _____

THANK YOU FOR YOUR BUSINESS!
VISIT US AT WWW.BLOWNAWAYUSA.COM



QUOTE

Sweeping the Central Florida Community, Power Washing the State of Florida

DATE: MARCH 5, 2021

2730 Shute St, Orlando, FL 32805
Phone 407.299.7884 Fax 407.299.7040 Cell 407.607.1163
sflores@blownawayusa.com

EXPIRATION DATE 04/05/2021

TO Melissa Dobbins
Regional District Manager
Rizzetta & Company
2806 North Fifth St., Unit 403
St. Augustine, FL 32084
Main #: 904.436.6270
Email: mdobbins@rizzetta.com

JOB LOCATION	PAYMENT TERMS
Heritage Isle at Viera CDD- Legacy Blvd. Viera, FL 32940	Net 30 Days

TYPE OF SERVICE	DESCRIPTION	LINE TOTAL
Power Wash Horizontal*	Pressure wash of all sidewalks included in scope using a chemical wash and hot water, high pressure, rinse to remove mold, mildew, algae, environmental contaminates and dirt.	
	Scope according to phases on sitemap:	
	Phase 1	\$3,908.00
	Phase 2	\$3,439.00
	Phase 3	\$3,439.00
	Phase 4	\$3,439.00
Scope*	Phase 5	\$2,657.00
	Phase 6	\$4,064.00
	Phase 7	\$3,126.00
	Phase 8	\$3,908.00
	Tract E	\$673.00
	Tract F	\$938.00
	Legacy Boulevard	\$2,345.00
Note*	Any benches located throughout the community that are in need of cleaning will be cleaned and are included in total price.	
Frequency*	One Time Occurrence.	
Water Source*	Cost of Portable Water Meter and Water Usage	\$300.00
Total Charge:		\$32,236.00

Quotation prepared by: Sarah Flores 407-607-1163

This is a quotation on the services described above, subject to the conditions noted below:

- A Purchase Order or Invoice number is to be provided by client prior to service being rendered. Issuance of such order constitutes agreement to the following conditions:
- Due diligence will be taken to avoid water intrusion, however Blown Away can not be held responsible for water entry due to faulty or inadequate sealing.
- Oil, rust, and aluminum oxide staining may lighten somewhat but remain visually apparent after cleaning; Blown Away cannot be held responsible for removal of these types of stains unless specify stated in the description above.
- Gum cannot be removed from painted or coated surfaces without potential damage to the coating. Gum removal on these types of surfaces will only be attempted when written direction is provided by the client or specify stated in the description.
- Blown Away will not assume any responsibility for apparent "Wand Damage" to any painted surface that displays loss of adhesion or chalking; we will document such condition on our "work log" at the job site.

To accept this quotation and conditions, sign here, date and return: _____

THANK YOU FOR YOUR BUSINESS!
VISIT US AT WWW.BLOWNAWAYUSA.COM

TAB 11

A name you can trust

Congratulations! With over 4,000 five-star reviews and a stellar 94% satisfaction rating, we are the most highly rated and reviewed fence company in the country.

We are excited to help you build your new fence! Please find your fence package options below, and simply click on the package to select it.

Ken Walter

Viera, FL 32940

Select Package



Tan privacy vinyl fencing

6'H Tan Hamilton 8'H Tan Hamilton

☐ Tan

Features & Benefits

- SolarShield
- 6' On-Center
- 43% Stronger Picket
- Fabricated In-House
- Made in America

Specifications

- **Post:** 5" Sq.
- **Rail:** 1-3/4 x 5-1/2
- **Picket:** 6" T&G

Warranty

- Lifetime Transferable Warranty
- 3 Year Workmanship Warranty



6' tall all around

6'H Tan Hamilton

☐ Tan

Features & Benefits

- SolarShield
- 6' On-Center
- 43% Stronger Picket
- Fabricated In-House
- Made in America

Specifications

- **Post:** 5" Sq.
- **Rail:** 1-3/4 x 5-1/2
- **Picket:** 6" T&G

Warranty

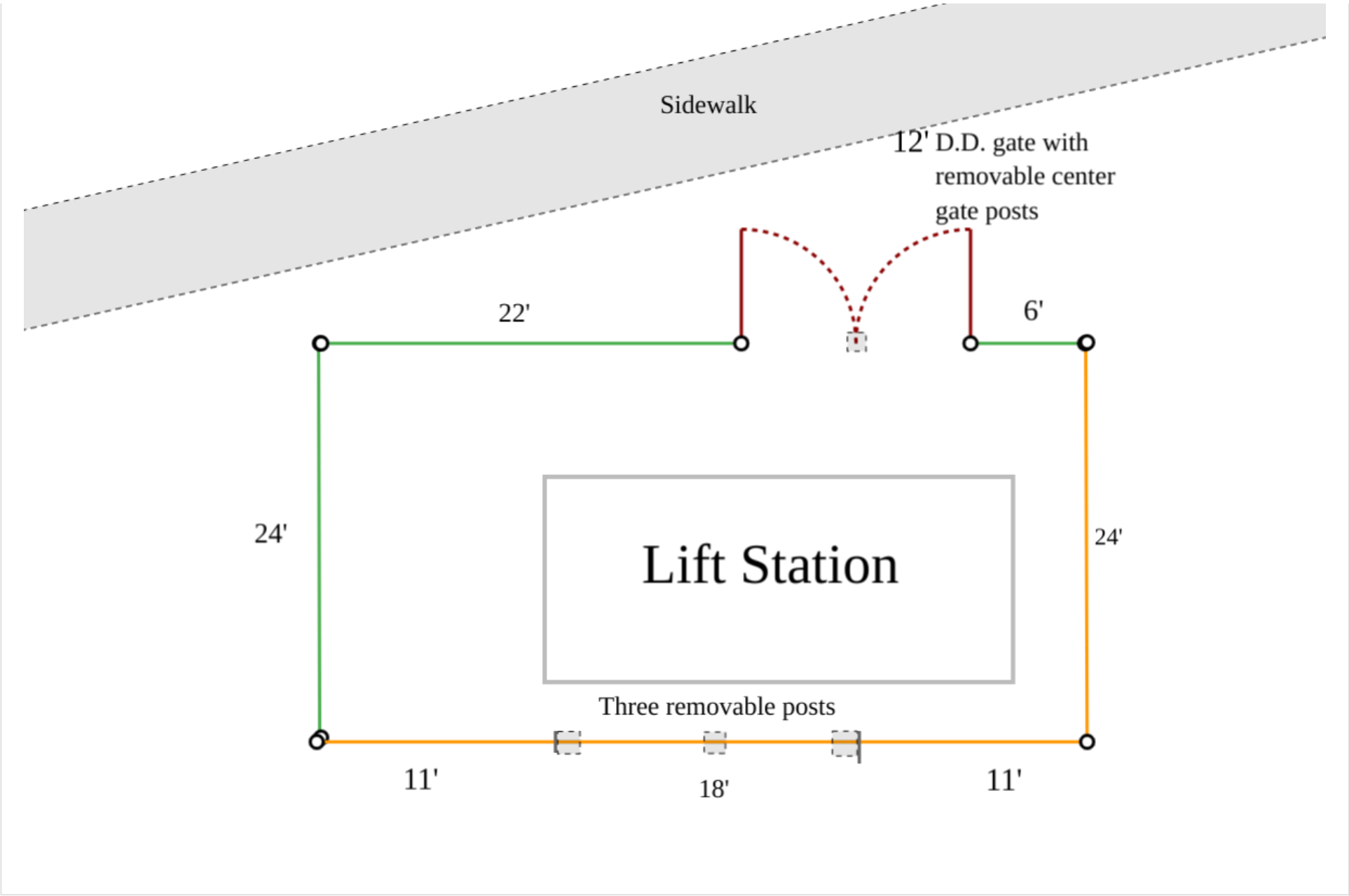
- Lifetime Transferable Warranty
- 3 Year Workmanship Warranty

The image shown is a representation of the style of the fence, and not meant to be a specification of the height, color, or grade.

Tan privacy vinyl fencing - 116 LF

6'H Tan Hamilton

8'H Tan Hamilton



FENCE FOOTAGE CONTAINED IN THIS PROPOSAL IS APPROXIMATE BASED ON THE FIELD MEASUREMENTS, FINAL PRICE WILL BE ADJUSTED BASED ON ACTUAL FOOTAGE USED, AS SET FORTH IN THE TERMS AND CONDITIONS.

Included in the job

- 1 12' Double Gate

Job Notes

Permit included. Prices reflect 10% customer discount. Installed with removable posts, to allow 3 panels to be taken down.

"ABOVE AND BEYOND"

This company was a pleasure to deal with from the time we started our project you could tell that customer service was very important to them. This showed in the way they explained the project to making sure that every deadline was met. I would deal with the company again because they showed great integrity in business.



Judith Volger

4010
Certified
Reviews
★★★★★ 4.7

Selected Package: **Tan privacy vinyl fencing**

MSRP	\$6,237.53
10% customer discount	-\$559.53
Today's Price	\$5,678.00

Sign Contract

Or

Contact Sales

TAB 12

TEMPORARY ACCESS AGREEMENT
BY AND AMONG THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT,
CARLTON R. WINE AND DIANE E. LEWIN, AND CCI POOLS AND SPA

This **Temporary Access Agreement** ("Agreement") is made and entered into this _____ day of March, 2021, by and between:

Heritage Isle at Viera Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Brevard, County, Florida, and whose mailing address is 2806 North Fifth Street, Unit 403, St. Augustine, Florida 32084 ("District");

Carlton R. Wine and Diane E. Lewin, husband and wife, whose address is 3153 Balboa Place, Melbourne, Florida 32940 ("Homeowners"); and

CCI Construction of Brevard, Inc., a Florida corporation, whose address is 5 Shoreview Circle, Indialantic, Florida 32903, ("Pool Contractor").

WITNESSETH

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by an ordinance of the Brevard County, Florida, County Commission, (the "Ordinance") and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District is the owner of certain lands in Brevard County, Florida, more particularly described as Tract N as recorded in *Heritage Isle P.U.D. – Phase 8*, Plat Book 06, Pages 321 et seq., Public Records of Brevard County (the "Property"); and

WHEREAS, Homeowners and Pool Contractor have requested that the District grant to them temporary access over the Property for the purpose of gaining access to Homeowners' property for the construction of a pool, and the District is agreeable to granting such access on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. GRANT OF ACCESS. The District hereby grants to Homeowners and Pool Contractor non-exclusive access rights over, upon, under, through, and across the Property for the purpose of Homeowners and Pool Contractor gaining access to Homeowners' lot for the purpose of constructing a pool (the "Access Rights"). The Homeowners and Pool Contractor agree and acknowledge that, while the District believes it is the owner of the Property, the

District has not verified such ownership and makes no representations or warranties regarding such ownership. Homeowners and Pool Contractor shall be responsible for confirming property-ownership to ensure that Homeowners and Pool Contractor are not using property over which they have not been granted access. Additionally, Homeowners and Pool Contractor agree and acknowledge that the District makes no representations or warranties that the Property is wide enough or suitable for Homeowners and Pool Contractor's needs. To the extent there is any discrepancy in ownership or if the Property is not wide enough or otherwise suitable for Homeowners and Pool Contractor's needs, Homeowners and Pool Contractor, jointly and severally, assume any and all risk and liability associated with trespassing or any other unauthorized use of non-District-owned property.

3. TERM. Homeowners and Pool Contractor shall be permitted to use the Access Rights until such time as construction of the pool is complete, at which time the Access Rights shall terminate. Provided, however, Homeowners and Pool Contractor agree that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Homeowners and Pool Contractor. The District shall provide ten (10) days written notice of termination without cause. Sections 4, 5 and 7 shall survive the termination of this Agreement.

4. INDEMNIFICATION.

a. Homeowners and Pool Contractor, jointly and severally, agree to indemnify and hold the District harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the use of the Property by Homeowners, Pool Contractor, or their agents, employees or independent contractors.

b. Homeowners and Pool Contractor agree that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other law.

5. DAMAGE. In the event that Homeowners, Pool Contractor or their employees, agents, assignees, or contractors (or their subcontractors, employees or materialmen) cause damage to the Property or any of the improvements located within the Property or cause damage to the District's other property or any improvements located thereon, in the exercise of the rights granted herein, Homeowners and Pool Contractor, at Homeowners and Pool Contractor's cost and expense, jointly and severally, agree to commence and diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical to the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures, within fifteen (15) days after receiving written notice of the occurrence of any such damage, and Homeowners and Pool Contractor shall allow no lien to attach to the Property or any improvements located on said property or District's other property arising out of work performed by, for, or on behalf of Homeowners and Pool Contractor.

6. DEPOSIT. Prior to either Homeowner or Pool Contractor exercising their rights under this Agreement, Homeowner shall be obligated to deposit the sum of One Thousand Dollars (\$1,000) (the "Deposit") with the District Manager, Melissa Dobbins, 2806 North Fifth Street, Unit 403, St. Augustine, Florida 32084. Within ten days of the District's receipt of written notice from the Homeowner that the pool construction is complete, the District shall inspect the Property for any damage. If the Property is free of damage, the District shall return the deposit in full. The District shall have the right to use the Deposit for the purpose of repairing any damage to the Property caused by the pool construction and Homeowner and Pool Contractor shall be jointly and severally liable for any additional amounts that may be necessary to repair any damage.

7. DEFAULT. A default by any party under this Agreement shall entitle any other to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

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

9. NOTICES. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party at the addresses set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District, counsel for Homeowners, and counsel for the Pool Contractor may deliver Notice on behalf of the District Homeowners, and Pool Contractor.

10. THIRD PARTIES. This Agreement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect their rights from interference by a third party.

11. ASSIGNMENT. No party may assign, transfer or license all or any portion of its rights under this Agreement without the prior written consent of the other parties.

12. CONTROLLING LAW. This Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. PUBLIC RECORDS. Homeowners and Pool Contractor understand and agree that all documents of any kind provided to the District or to District Staff in connection with this Agreement are public records and are to be treated as such in accordance with Florida law.

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

15. BINDING EFFECT. This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

17. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all parties hereto.

18. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. This Agreement is not intended to create an interest in real property.

19. JOINT AND SEVERAL LIABILITY. Homeowners and Pool Contractor hereby agree that in any and all instances where either party may be found liable for damages or obligations under this Agreement, Homeowners and Pool Contractor shall, to the fullest extent permitted by law, be jointly and severally liable and obligated.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

HERITAGE ISLE AT VIERA
COMMUNITY DEVELOPMENT
DISTRICT

WITNESS:

Print Name: _____

Its: _____

WITNESS:

HOMEOWNERS

Print Name: _____

Print Name: Carlton R. Wine

Print Name: _____

Print Name: Diane E. Lewin

WITNESS

CCI CONSTRUCTION OF
BREVARD, INC.

Print Name: _____

Its: _____