

Board of Supervisors' Special Meeting May 25, 2021

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

www.heritageisleatvieracdd.org

Professionals in Community Management

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 | Richard Hernandez | 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

May 18, 2021

Board of Supervisors Heritage Isle at Viera Community Development District

Dear Board Members:

The **special meeting** of the Board of Supervisors of Heritage Isle at Viera Community Development District will be held on **Tuesday**, **May 25**, **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:

AGENDA

BOARD OF SUPERVISORS MEETING:

| 1. | | O ORDER/ROLL CALL |
|----|------------|---|
| 2. | AUDIEN | ICE COMMENTS ON AGENDA ITEMS |
| 3. | BUSINE | ESS ADMINISTRATION |
| | Α. | Consideration of the Minutes of the Board of Supervisors' Special Meeting |
| | | Held on March 23, 2021Tab 1 |
| | В. | Ratification of the Operation & Maintenance Expenditures |
| | | February – April 2021Tab 2 |
| 4. | STAFF | REPORTS |
| | Α. | District Counsel |
| | В. | District Engineer |
| | C. | District Manager |
| | | i. General Community Observations and Updates |
| | | ii. Presentation of the Registered Voter CountTab 3 |
| | | iii. Acceptance of First Addendum for Professional Field Services |
| | | Contract(under separate cover) |
| | D. | Field Service Manager |
| | | i. Review of Field Service ReportTab 4 |
| | Ε. | BrightView |
| 5. | | SS ITEMS |
| | Α. | Consideration of Pump Station Fencing Options ProposalsTab 5 |
| | В. | Consideration of Tree Removal Proposals |
| | C. | Discussion Regarding 480V FPL Transformer |
| | D. | Ratification of Reconfiguration of Existing Pump # 2 Station Control Panels |
| | _ | and Incoming Service Proposal – HooverTab 7 |
| | Ε. | Discussion Regarding Tree Trimming/Removal PolicyTab 8 |
| | F. | Discussion Regarding Alligator Policy |
| | G. | Discussion Regarding Pressure Washing |
| | Н. | Discussion Regarding Florida Power & Light |
| | I. | Discussion Regarding Fruit Trees on Property |
| | J. | Discussion Regarding Pond Garbage Retrieval |
| | K . | Discussion Regarding Golf Cart PolicyTab 10 |
| | L. | Consideration of Resolution 2021-04, Accepting the Proposed Budget |
| • | 0 | Fiscal Year 2021/2022 and Setting the Public Hearing |
| 6. | SUPER | VISOR 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,

Richard Hernandez

Richard Hernandez District Manager TAB 1

| 1 2 | | MINUTES OF MEETING |
|----------------------------------|---|--|
| 2 3 4 5 6 7 | to any matter considered at the ensure that a verbatim reco | ppeal any decision made by the Board with respect ne meeting is advised that the person may need to ord of the proceedings is made, including the which such appeal is to be based. |
| 8 9 10 | | ERITAGE ISLE AT VIERA NITY DEVELOPMENT DISTRICT |
| 11 12 13 14 | Community Development Distric | the Board of Supervisors of Heritage Isle at Viera t was held on Tuesday, March 23, 2021 at 10:32 a.m. Craft Room located at 6800 Legacy Blvd., Viera, FL |
| 15 16 | Present and constituting a | quorum: |
| 17 18 19 20 21 22 | Jay Williams Bob Goldstein Ken Bonin Jon Smallegan Kenneth Walter | Board Supervisor, Chairman Board Supervisor, Vice Chairman Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary |
| 23 24 25 | Also present were: | |
| 26 27 28 | Melissa Dobbins Richard Hernandez Wes Haber | Regional District Manager, Rizzetta & Co., Inc. Regional District Manager, Rizzetta & Co., Inc. District Counsel, Hopping Green & Sams, P.A. |
| 29 30 31 | Ana Saunders | (via teleconference) District Engineer, BSE Consultants (via teleconference) |
| 32 33 34 | Daniel Srein General Audience | Account Manager, Brightview Present (in person & via teleconference) |
| 35 36 | FIRST ORDER OF BUSINESS | Call to Order |
| 37 38 39 | Mr. Williams called the established. | meeting to order and called the roll. Quorum was |
| 39 40 41 | SECOND ORDER OF BUSINES | S Audience Comments on Agenda Items |
| 41 42 43 44 45 | There were no audience co | omments at this time. |

THIRD ORDER OF BUSINESS Consideration of Resolution 2021-03, 46 47 **Designating Assistant Secretary** 48 49 On Motion by Mr. Goldstein, seconded by Mr. Walter, with all in favor, the Board of Supervisors' adopted Resolution 2021-03, Designating Assistant Secretary, for the Heritage Isle at Viera Community Development District. 50 FOURTH ORDER OF BUSINESS Consideration of the Minutes of the 51 52 Audit Review Committee Held on December 15, 2020 53 54 On Motion by Mr. Goldstein, seconded by Mr. Walter, with all in favor, the Board of Supervisors' approved the minutes of the Audit Review Committee Held on December 15, 2020, for the Heritage Isle at Viera Community Development District. 55 56 FIFTH ORDER OF BUSINESS Consideration of the Minutes of the **Board of Supervisors' Special Meeting** 57 Held on December 15, 2020 58 59 On Motion by Mr. Goldstein, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' Special Meeting held on December 15, 2020, as presented, for Heritage Isle at Viera Community Development District. 60 SIXTH ORDER OF BUSINESS Ratification of the Operation 61 and 62 Maintenance Expenditures for November 2020 through January 2021 63 64 65 Mr. Williams reviewed the amounts for the Operation and Maintenance Expenditures for November 2020 through January 2021. 66 67 Mr. Goldstein requested staff to reach out to Solitude to research what chemical 68 treatment was used in the past to help eliminate pond grasses. He noted that he has seen 69 some regrowth behind his home. 70 71 On Motion by Mr. Smallegan, seconded by Mr. Bonin, with all in favor, the Board of Supervisors ratified the operation and expenditures for November 2020 in the amount of \$40.168.57. December 2020 in the amount of \$64.166.50 and January 2021 in the amount of \$69,195.49, for Heritage Isle at Viera Community Development District. 72

73

74

| 75 | SEVENTH ORDER OF BUSINESS Staff Reports |
|--|--|
| 76 77 78 79 80 | A. District Counsel Mr. Haber reviewed the E-Verify MOU and updated the Board that the District is required to registerer. Discussion ensued. |
| | On Motion by Mr. Goldstein, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors authorized the Chair to execute the E-Verify MOU and for staff to register the District, for Heritage Isle at Viera Community Development District. |
| 81 82 83 | B. District Engineer Ms. Saunders reviewed the following agenda items with the Board: |
| 84 85 86 87 88 89 90 | • Ms. Saunders made recommendations regarding the line of site matter at the Guerrero Dr. intersection. She noted that she will get rid of the crosswalk and relocate the sidewalk. She will draw a design, review with Mr. Walter and then obtain a cost estimate from Watson. She will then bring it back to the next meeting for review by the Board. |
| 90 91 92 93 94 95 96 | • Ms. Saunders noted she has been working with Mr. Goldstein and Ms. Dobbins to get the locations of the current signs and what is needed for repair or replacement. She will use that information to create an exhibit which she will review with Mr. Goldstein for final confirmation to install new pond signs. |
| 90 97 98 | Ms. Saunders recommended installing some type of reflectors. |
| | On Motion by Mr. Walter, seconded by Mr. Smallegan, with all in favor, the Board of Supervisors approved BSE's 2021 Infrastructure Inspection Work Authorization No. 24, for Heritage Isle at Viera Community Development District. |
| 99 100 101 102 | C. District Manager Mr. Walter reviewed his monthly landscape reports for January and February 2021. |
| 103 104 | He also highlighted the following items: |
| 104 105 106 107 | His latest streetlight outage inspection only found 2 lights that were out, in which tickets were submitted. |
| 108 109 110 | • He noted that FPL is upgrading the Pump 2 transformer at no cost. Once they start the installation, it will shut down the system for two days. |
| 111 112 | • FPL is also switching out the rusted utility box near the north entrance gate along Legacy. |

| 1 1 0 | |
|--|--|
| 113 | The Birds of Paradise were cut back. |
| 114 | Mr. Walter brought to the Beard's attention that after discussions with Mr. Shoub |
| 115 116 | Mr. Walter brought to the Board's attention that after discussions with Mr. Shaub and Mr. Srein, it has been discovered there are approximately 30 pine trees that |
| 117 | have grown into clusters which are now declining in health. It has been |
| 118 | recommended that these trees be removed to help surrounding trees continue to |
| 119 | grow and stay healthy. The Board discussed reaching out to get proposals for the |
| 120 | next meeting. |
| 121 | |
| 122 | Ms. Dobbins also brought to the attention of the Board that a resident has recently |
| 123 124 | reached out requesting that 5 District pine trees adjacent to his property be removed due to the constant issue of additional maintenance that they are required |
| 124 125 | to perform on their own property due to the fallen needles. Discussion ensued. The |
| 125 | Board directed that Mr. Walter assess the pine trees with Brightview and to create a |
| 127 | proposed standard for these types of requests when the trees are in good health. |
| 128 | They will review this request further at the next meeting based on the |
| 129 | recommended standard and Brightview's assessment of the trees. |
| 130 | |
| 131 | D. Field Service Manager |
| 132 133 | Not Present. |
| 134 | The Board reviewed the report dated February 5, 2021. |
| 135 | |
| 136 | E. Brightview |
| 137 | No Report. |
| | |
| 138 | EIGHTH OPDER OF RUSINESS Consideration of AMTEC Series |
| 139 | EIGHTH ORDER OF BUSINESS Consideration of AMTEC Series |
| 139 140 | 2013A-1 & 2013A-2 Arbitrage Rebate |
| 139 | |
| 139 140 141 | 2013A-1 & 2013A-2 Arbitrage Rebate |
| 139 140 141 142 143 144 | 2013A-1 & 2013A-2 Arbitrage Rebate Computation Proposal – AMTEC On a motion by Mr. Williams, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved the AMTEC Series 2013 A-1 & A-2 Arbitrage Rebate |
| 139 140 141 142 143 144 145 | 2013A-1 & 2013A-2 Arbitrage Rebate Computation Proposal – AMTEC On a motion by Mr. Williams, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved the AMTEC Series 2013 A-1 & A-2 Arbitrage Rebate Computation Proposal in the amount of \$450.00 per report per year (2021 – 2025), for |
| 139 140 141 142 143 144 | 2013A-1 & 2013A-2 Arbitrage Rebate Computation Proposal – AMTEC On a motion by Mr. Williams, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved the AMTEC Series 2013 A-1 & A-2 Arbitrage Rebate |
| 139 140 141 142 143 144 145 | 2013A-1 & 2013A-2 Arbitrage Rebate Computation Proposal – AMTEC On a motion by Mr. Williams, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved the AMTEC Series 2013 A-1 & A-2 Arbitrage Rebate Computation Proposal in the amount of \$450.00 per report per year (2021 – 2025), for the Heritage Isle at Viera Community Development District. |
| 139 140 141 142 143 144 145 146 147 148 | 2013A-1 & 2013A-2 Arbitrage Rebate Computation Proposal – AMTECOn a motion by Mr. Williams, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved the AMTEC Series 2013 A-1 & A-2 Arbitrage Rebate Computation Proposal in the amount of \$450.00 per report per year (2021 – 2025), for the Heritage Isle at Viera Community Development District.NINTH ORDER OF BUSINESSRatification of Mini Pine Bark Mulch |
| 139 140 141 142 143 144 145 146 147 148 149 | 2013A-1 & 2013A-2 Arbitrage Rebate Computation Proposal – AMTEC On a motion by Mr. Williams, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved the AMTEC Series 2013 A-1 & A-2 Arbitrage Rebate Computation Proposal in the amount of \$450.00 per report per year (2021 – 2025), for the Heritage Isle at Viera Community Development District. |
| 139 140 141 142 143 144 145 146 147 148 149 150 | 2013A-1 & 2013A-2 Arbitrage Rebate Computation Proposal – AMTEC On a motion by Mr. Williams, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved the AMTEC Series 2013 A-1 & A-2 Arbitrage Rebate Computation Proposal in the amount of \$450.00 per report per year (2021 – 2025), for the Heritage Isle at Viera Community Development District. NINTH ORDER OF BUSINESS Ratification of Mini Pine Bark Mulch Installation – BrightView |
| 139 140 141 142 143 144 145 146 147 148 149 150 151 | 2013A-1 & 2013A-2 Arbitrage Rebate Computation Proposal – AMTEC On a motion by Mr. Williams, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved the AMTEC Series 2013 A-1 & A-2 Arbitrage Rebate Computation Proposal in the amount of \$450.00 per report per year (2021 – 2025), for the Heritage Isle at Viera Community Development District. NINTH ORDER OF BUSINESS Ratification of Mini Pine Bark Mulch Installation – BrightView On a motion by Mr. Goldstein, seconded by Mr. Walter, with all in favor, the Board of |
| 139 140 141 142 143 144 145 146 147 148 149 150 151 152 | 2013A-1 & 2013A-2 Arbitrage Rebate Computation Proposal – AMTEC On a motion by Mr. Williams, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved the AMTEC Series 2013 A-1 & A-2 Arbitrage Rebate Computation Proposal in the amount of \$450.00 per report per year (2021 – 2025), for the Heritage Isle at Viera Community Development District. NINTH ORDER OF BUSINESS Ratification of Mini Pine Bark Mulch Installation – BrightView On a motion by Mr. Goldstein, seconded by Mr. Walter, with all in favor, the Board of Supervisors ratified Brightview's Mini Pine Bark Mulch Proposal in the amount of |
| 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 | 2013A-1 & 2013A-2 Arbitrage Rebate Computation Proposal – AMTEC On a motion by Mr. Williams, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved the AMTEC Series 2013 A-1 & A-2 Arbitrage Rebate Computation Proposal in the amount of \$450.00 per report per year (2021 – 2025), for the Heritage Isle at Viera Community Development District. NINTH ORDER OF BUSINESS Ratification of Mini Pine Bark Mulch Installation – BrightView On a motion by Mr. Goldstein, seconded by Mr. Walter, with all in favor, the Board of |
| 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 | 2013A-1 & 2013A-2 Arbitrage Rebate Computation Proposal – AMTEC On a motion by Mr. Williams, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved the AMTEC Series 2013 A-1 & A-2 Arbitrage Rebate Computation Proposal in the amount of \$450.00 per report per year (2021 – 2025), for the Heritage Isle at Viera Community Development District. NINTH ORDER OF BUSINESS Ratification of Mini Pine Bark Mulch Installation – BrightView On a motion by Mr. Goldstein, seconded by Mr. Walter, with all in favor, the Board of Supervisors ratified Brightview's Mini Pine Bark Mulch Proposal in the amount of |
| 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 | 2013A-1 & 2013A-2 Arbitrage Rebate Computation Proposal – AMTEC On a motion by Mr. Williams, seconded by Mr. Goldstein, with all in favor, the Board of Supervisors approved the AMTEC Series 2013 A-1 & A-2 Arbitrage Rebate Computation Proposal in the amount of \$450.00 per report per year (2021 – 2025), for the Heritage Isle at Viera Community Development District. NINTH ORDER OF BUSINESS Ratification of Mini Pine Bark Mulch Installation – BrightView On a motion by Mr. Goldstein, seconded by Mr. Walter, with all in favor, the Board of Supervisors ratified Brightview's Mini Pine Bark Mulch Proposal in the amount of |

Consideration

Fencing Proposal

Consideration of Temporary Access

Agreement for Pool Construction

of

Community

Pressure Washing Proposals – Blown 158 159 Away 160 The Board reviewed Blown Away's proposals behind Tab 10 of the agenda. Mr. 161 162 Goldstein noted that even though the District has history with this vendor, he still recommends gathering comparison bids. Mr. Williams noted that the District did collect 163 164 bids one year and prices came in almost double while this vendor has a history with the District and provides quality service. He also noted that it is not required to be bid out 165 each time. It was noted that this service will only be provided every other year for the 166 167 community. Discussion ensued. 168 A motion was made by Mr. Smallegan and seconded by Mr. Bonin to approve Blown Away's proposal for pressure washing of the sidewalks in the amount of \$32,236.00, for Heritage Isle at Viera Community Development District. 169 170 Mr. Goldstein opposed. 171 **ELEVENTH ORDER OF BUSINESS** Consideration Station 172 of Pump

174 175 Mr. Walter updated the Board that a resident residing across the pond reached out to District Staff requesting that the pump station plants be replanted since the pump 176 is now exposed on their side after repairs were made. The Board discussed options to 177 178 replant what was there or the possibility of installing a fence around the pump. The 179 Board approved Brightview's proposal in the amount of \$607.84 to re-install the 180 bottleneck plant material. The board will continue to review options regarding fencing 181 the area in and will be reviewed at the next meeting. 182

On Motion by Mr. Williams, seconded by Mr. Walter, with all in favor, the Board approved Brightview's proposal in the amount of \$607.84 to re-install the bottleneck plant material, for Heritage Isle at Viera Community Development District.

184 **TWELFTH ORDER OF BUSINESS**

TENTH ORDER OF BUSINESS

185

183

173

157

186 187

Mr. Haber presented and reviewed the agreement with the Board.

Ms. Dobbins noted that the resident that had reached out regarding obtaining access to District property as he wanted to build a pool, updated her the night before the meeting to say that he is no longer building the pool and doesn't require access. Ms. Dobbins requested that the Board still take a moment to review the Temporary Access Agreement that was drafted by Mr. Haber so that it can be used in the future if another request is made. District Staff would then have something they could move forward with Mr. Bonin requested that the word "under" get removed from the section that noted which access rights were being granted. On Motion by Mr. Walter, seconded by Mr. Goldstein, with all in favor, the Board approved the Temporary Access Agreement for Pool Construction Template, as amended, and authorized the Chair/Vice Chair to execute final agreements when deemed necessary, for Heritage Isle at Viera Community Development District. THIRTEENTH ORDER OF BUSINESS **Supervisor Requests** Mr. Goldstein noted that he felt that 90 days was too long in between meetings. Mr. Williams said that they could consider that when reviewing the next annual meeting schedule but also stated that there is a long break from May to August and it is already on the schedule. Ms. Dobbins announced that the next meeting is scheduled for Tuesday, May 25, 2021 at 10:30 a.m.

and use.

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT March 23, 2021 Minutes of Meeting Page 7

| FOURTEENTH ORDER OF BUSINESS | Adjournment |
|---|------------------------|
| On Motion by Mr. Williams, seconded by Mr Supervisors adjourned the meeting at 1:12 p.r Development District. | |
| | |
| Secretary/Assistant Secretary | Chairman/Vice Chairman |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

TAB 2

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures February 2021 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2021 through February 28, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$43,312.12**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Paid Operation & Maintenance Expenditures

February 1, 2021 Through February 28, 2021

| Vendor Name | Check Numbe | r Invoice Number | Invoice Description | Invo | ice Amount |
|--|-------------|---------------------------|--|------|------------|
| B S E Consultants Inc | 003515 | 15450 | Engineering Services 12/20 | \$ | 1,628.27 |
| B S E Consultants Inc | 003518 | 15582 | Engineering Services 01/21 | \$ | 1,066.19 |
| BrightView Landscape Services, Inc. | 003509 | 7005111 | Irrigation Repairs 09/20 | \$ | 5,669.45 |
| BrightView Landscape Services, Inc. | 003509 | 7147508 | Annual Flowers for Legacy Blvd 10/20 | \$ | 5,143.00 |
| BrightView Landscape Services, Inc. | 003514 | 7202972 | Landscape Maintenance 2/21 | \$ | 16,594.50 |
| Florida Power & Light Co | 003521 | FPL Summary 02/21 | FPL Summary 02/21 | \$ | 4,895.61 |
| Florida Today Payment Center | 003520 | 0003694847 | Acct #126307 Legal Advertising 01/21 | \$ | 206.61 |
| Hoover Pumping Systems Corp. | 003510 | 154626 | Irrigation Pump Repair 11/20 | \$ | 151.92 |
| Hoover Pumping Systems Corp. | 003516 | 158224 | Irrigation Pump Repair 01/21 | \$ | 180.00 |
| Hopping Green & Sams | 003519 | 118416 | General Legal Services 09/20 | \$ | 176.50 |
| Judith Crawford Creamer | 003522 | 02182021 Reimbursement | Reimbursement for Tree Purchase | \$ | 502.24 |
| Rizzetta & Company | 003511 | INV0000056023 | District Management Services 02/21 | \$ | 6,272.83 |
| Rizzetta Technology Services, LLC | 003512 | INV000006819 | Website & EMail Hosting Services 02/21 | \$ | 175.00 |
| Watson Site Development, Inc. | 003513 | 2339 | Concrete Grinding 01/21 | \$ | 650.00 |

Report Total

\$ 43,312.12

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures March 2021 Presented For Board Approval

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

The total items being presented: **\$59,453.70**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

| Vendor Name | Check Number | r Invoice Number | Invoice Description | Invoice Amount |
|--|--------------|------------------|--|----------------|
| B S E Consultants Inc | 003533 | 15740 | Engineering Services 02/21 | 542.40 |
| Bob Goldstein | 003536 | BG032321 | Board of Supervisors Meeting 03/23/21 | 200.00 |
| BrightView Landscape Services, | 003530 | 7241940 | Job 460400254 02/21 | 968.15 |
| Inc. BrightView Landscape Services, | 003530 | 7241941 | Miscellaneous Work 02/21 | 968.15 |
| Inc. BrightView Landscape Services, | 003530 | 7241943 | Miscellaneous Work 02/21 | 1,940.08 |
| Inc. BrightView Landscape Services, | 003523 | 7258481 | Landscape Maintenance 03/21 | 16,594.50 |
| Inc. BrightView Landscape Services, | 003531 | 7274995 | 2780 Annuals Installed and Bed Prep. | 5,143.00 |
| Inc. Druse Landscaping & Tree | 003524 | 7103 | Tree Service 02/21 | 1,000.00 |
| Service Emmett J Williams, Jr | 003540 | EW032321 | Board of Supervisors Meeting 03/23/21 | 200.00 |
| Florida Power & Light Co | 003532 | 1800184144 | FACILITY CHARGE Prem Light 20 yr | 1,602.00 |
| Florida Power & Light Co | 003532 | 1800184153 | Pymnts 04/19 FACILITY CHARGE Prem Light 20 yr | 981.00 |
| Florida Power & Light Co | 003532 | 1800231363 | Pymnts 04/19 FACILITY CHARGE Prem Light 20 yr | 1,602.00 |
| Florida Power & Light Co | 003532 | 1800231371 | Pymnts 12/20 FACILITY CHARGE Prem Light 20 yr | 981.00 |
| Florida Power & Light Co | 003532 | 1800233728 | Pymnts 12/20 FACILITY CHARGE Prem Light 20 yr Pymnts 01/21 | 1,602.00 |

Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

| Vendor Name | Check Numbe | er Invoice Number | Invoice Description | Invoice Amount |
|---|-------------|----------------------|--|----------------|
| Florida Power & Light Co | 003532 | 1800233736 | FACILITY CHARGE Prem Light 20 yr Pymnts 01/21 | 981.00 |
| Florida Power & Light Co | 003532 | 1800235824 | FACILITY CHARGE Prem Light 20 yr | 1,602.00 |
| Florida Power & Light Co | 003532 | 1800235832 | Pymnts 02/21 FACILITY CHARGE Prem Light 20 yr | 981.00 |
| Florida Power & Light Co | 003532 | 1800238399 | Pymnts 02/21 FACILITY CHARGE Prem Light 20 yr Pymnts 03/21 | 1,602.00 |
| Florida Power & Light Co | 003532 | 1800238407 | FACILITY CHARGE Prem Light 20 yr | 981.00 |
| Florida Power & Light Co | 003534 | FPL Summary 03/21 | Pymnts 03/21 FPL Summary 03/21 | 4,597.27 |
| Hopping Green & Sams | 003525 | 120209 | General Legal Services 12/20 | 1,255.32 |
| Jon Smallegan | 003538 | JS032321 | Board of Supervisors Meeting 03/23/21 | 200.00 |
| Kenneth F. Walter | 003539 | KW032321 | Board of Supervisors Meeting 03/23/21 | 200.00 |
| Kenneth O. Bonin | 003537 | KB032321 | Board of Supervisors Meeting 03/23/21 | 200.00 |
| Rizzetta & Company | 003526 | INV0000056990 | District Management Services 03/21 | 6,272.83 |
| Rizzetta Technology Services, | 003527 | INV0000006918 | Website & EMail Hosting Services 03/21 | 175.00 |
| LLC Solitude Lake Management, | 003528 | PI-A00548528 | Lake & Pond Management Services 02/21 | 2,716.00 |
| LLC. Solitude Lake Management, LLC. | 003535 | PI-A00562261 | Lake & Pond Management Services 03/21 | 2,716.00 |

Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

| Vendor Name | Check Numbe | r Invoice Number | Invoice Description | Invoice Amount |
|-------------------------------|-------------|------------------|-----------------------|----------------|
| Watson Site Development, Inc. | 003529 | 2346 | Sidewalk Repair 02/21 | <u>650.00</u> |

Report Total

\$ 59,453.70

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, FL 32819

MAILING ADDRESS · 3434 COLWELL AVE, SUITE 200 · TAMPA, FLORIDA 33614 WWW.HERITAGEISLEATVIERACDD.ORG

Operation and Maintenance Expenditures April 2021 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2021 through April 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: \$36,282.26

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Paid Operation & Maintenance Expenditures

April 1, 2021 Through April 30, 2021

| Vendor Name | Check Numbe | r Invoice Number | Invoice Description | Invo | ice Amount |
|---|-------------|----------------------|--|------|------------|
| B S E Consultants Inc | 003546 | 15852 | Engineering Services 03/21 | \$ | 842.49 |
| BrightView Landscape Services, | 003549 | 7301030 | Landscape Maintenance 4/21 | \$ | 16,594.50 |
| Inc. Campus Suite | 003544 | 19359 | ADA Compliant Website Q3 F20/21 | \$ | 384.38 |
| ECOR Industries, Inc | 003547 | 396909 | Stinging Insects Removal/Extermination 03/21 | \$ | 100.00 |
| ECOR Industries, Inc | 003550 | 397016 | Stinging Insects Removal/Extermination | \$ | 100.00 |
| Florida Power & Light Co | 003545 | 1800241380 | FACILITY CHARGE Prem Light 20 yr | \$ | 1,602.00 |
| Florida Power & Light Co | 003548 | 1800241388 | Pymnts 04/21 FACILITY CHARGE Prem Light 20 yr | \$ | 981.00 |
| Florida Power & Light Co | 003548 | FPL Summary 04/21 | Pymnts 04/21 FPL Summary 04/21 | \$ | 5,903.06 |
| Hopping Green & Sams | 003543 | 121072 | General Legal Services 01/21 | \$ | 372.00 |
| Rizzetta & Company | 003541 | INV0000057608 | District Management Services 04/21 | \$ | 6,272.83 |
| Rizzetta Technology Services, LLC | 003542 | INV0000007402 | Website & EMail Hosting Services 04/21 | \$ | 175.00 |
| Solitude Lake Management, | 003551 | PI-A00577413 | Fountain Maintenance 04/21 | \$ | 239.00 |
| LLC. Solitude Lake Management, LLC. | 003551 | PI-A00578719 | Lake & Pond Management Services 04/21 | \$ | 2,716.00 |

Report Total

\$ 36,282.26

TAB 3



April 16, 2021

Richard Hernandez, District Manager Rizzetta & Company 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614

RE: Heritage Isle at Viera Community Development District

Dear Mr. Hernandez:

I am writing in response to your letter of April 5, 2021 requesting the number of registered voters within the afore-mentioned community.

Please be advised our records indicate there are 2,523 registered voters as of April 15, 2021 in this community.

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

Kind regards,

Lori Scott

Lori Scott

LS/jem

Mailing Address

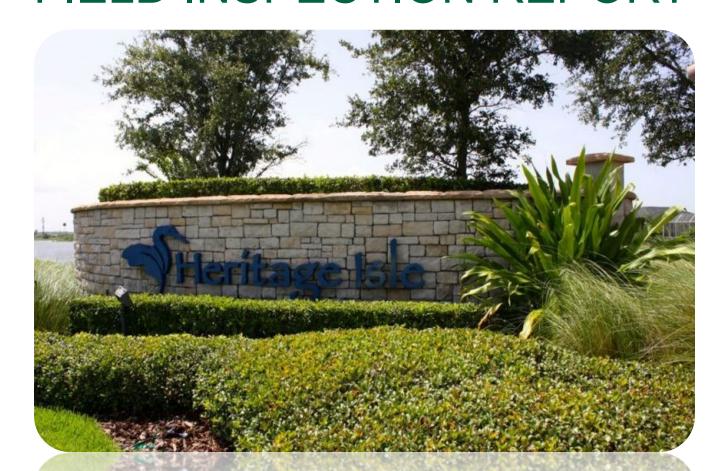
PO Box 410819 Melbourne, FL 32941-0819 Toll Free: (800) 579-4780 Supervisor of Elections - Titusville 400 South Street Suite 1F Titusville, FL 32780-7610 Telephone: (321) 264-6740 Fax: (321) 264-6741

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

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

Supervisor of Elections - Melbourne 1515 Sarno Road Building A Melbourne, FL 32935-5293 Telephone: (321) 255-4455 Fax: (321) 255-4401 <u>Supervisor of Elections – Palm Bay</u> 450 Cogan Drive SE Palm Bay, FL 32909-6869 Telephone: (321) 952-6328 Fax: (321) 952-6332 TAB 4

HERITAGE ISLE AT VIERA CDD FIELD INSPECTION REPORT



April 29, 2021 Rizzetta & Company Bryan Schaub – Field Services Manager



General Updates, Recent & Upcoming Maintenance Event

- > Property-wide, continue to remove all fruit, seed pods, dead fronds and stalks from all Palms.
- > Detail all beds including large weed removal. Check beds that are more remote as well.
- > Make sure all irrigation zones and programs are running at maximum efficiency.

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-6B & south to Tract OS-1, diagnose and treat stressed Viburnum hedge.
- 2. At the northern boundary of Tract OS-1, prune dead material from Indian Hawthorn and remove weed trees.
- 3. In the same park, treat weeds in turf.
- 4. In Tract OS-1, remove weeds from the Ornamental Grasses.
- 5. On bridge at Lake IVF-W2, vendor to remove grasses hanging over retaining walls on lakeside. (Pic 5)



- 6. At the south end of Tract OS-1, remove and replace 5 dead Indian Hawthorn.
- In sections A-1 and A-2, there are turf areas with thinning turf and invasive turf strains. Diagnose and take corrective action. (Pic 7)



- 8. Along the sidewalk in Tract OS-7, prune Evergreens overgrowing the sidewalk.
- 9. In same park, prune dead branches from Standard Hollies.
- 10. In same park, hand pull taller weeds from plants in multiple beds.



Galindo, Legacy & Bancroft

11. On the east side of Tract OS-7 at midpoint, adjacent to Egbert Street, remove all weeds from the bed, hand pulling large weeds. Also is same bed, start a selective pruning of the Ti plants for lower growth. (Pic 11)



- 12. In the same area, remove all suckers from Crape Myrtles.
- In same park remove vine-like weeds including Vetch from shrubs and Ornamental Grasses.
- 14. In Tract OS-45, remove seed pods from Robellini palms.
- 15. In same area, Plumbago is struggling. Diagnose and treat.
- 16. In same area, hand pull large weeds and weed trees.
- 17. At the south entrance median island, remove all suckers from the Crape Myrtles.
- 18. Near monument wall in Ornamental Grasses, hand pull very tall weeds.
- 19. Around the south entrance & bridge, weed beds.
- 20. In the west ROW of Legacy on berm by south entrance, there are 3 struggling Viburnum units. Correct or replace.

- 21. In the same area, remove all weed trees growing in the Viburnum hedge.
- 22. Along the same ROW, treat turf for weeds and correct thinning/browning areas. Possible irrigation issue. (Pic 22)



- 23. Property-wide, remove Ball & Spanish Mosses from trees.
- 24. Along Legacy, remove dead Pine tree branches.
- 25. Property-wide, remove dead fronds, seed pods and fruit from Palm trees.
- 26. Along Legacy, remove all suckers, water shoots and new, low internal branches from Tree Ligustrum.
- 27. Along Legacy in the median, turf areas are dry/browning. Investigate and correct.
- 28. Along the west ROW of Legacy south of Savoy there are 3 animal burrows or holes.
- 29. At Valencia entrance, remove dead Duranta by Jasmine Minima.
- 30. Along the east ROW of Legacy, remove weeds from shrubs; detail tree rings with strong edges & treat turf for Sedge.
- 31. In Tract OS-13, treat turf for weeds.



Gurrero, Legacy, North Entrance & Balboa

- 32. In Tract OS-13, remove suckers from Live Oaks and weed beds hand pulling larger weeds.
- 33. Where sidewalk from Tract OS-14 meets Tract OS-13, remove and replace dead unit with matching plant, the shrub at the end of the hedge row. (Pic 33)



- 34. At the north end of Tract OS-13, vendor to monitor herbicide applications for tree rings to prevent overspray.
- 35. In the same area, poor turf areas with thinning/browning areas. Correct.
- 36. In Tract F, prune Ornamental Grasses and weed beds.
- 37. At Tract OS-17, remove weeds from Ornamental Grass beds & suckers from Maple trees.
- 38. Along Carambola prune all Palms with dead fronds, seed pods and/or fruit that are on CDD maintained areas.
- 39. In same area, on berm near Jasmine and Magnolia, there is a dead/brown turf area. Investigate and treat.
- 40. Around lake IVF-W3, vendor to line trim closer to Cypress trees and water line.

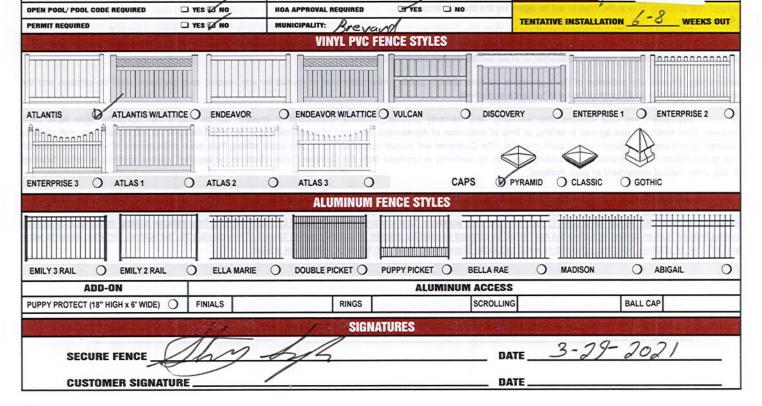
- 41. At the north end of Lake IVF-W3A, there is a wet area in an Ornamental Grass bed. It has stained the sidewalk and has algae, so it is most likely chronic. Check the irrigation for leaks.
- 42. Along the north end of Legacy, there are several bare and dry looking turf areas. Diagnose and treat.
- 43. Detail beds around Lake WB-VI-35A, including weeding, removing suckers, and edging for strong bed lines.
- 44. In the same area, treat the turf for Sedge and correct thinning turf areas.
- 45. Near the north entrance in the west ROW of Legacy & median island, there are multiple dead turf areas that are bare. Replace with matching sod.
- 46. At the north entrance in east ROW of Legacy treat stressed turf areas, remove dead Palm fronds & detail all beds and tree rings, removing suckers and weeds.
- 47. At the corner of Legacy and Ingerson Drive, replace dead/missing Annual Flowers at median bullnose. They looked dry.
- 48. At same area, treat stressed Hibiscus, weed beds, & prune dead out of shrubs adjacent to the Annual Flowers.
- 49. At Lake WB-VI-37A, prune dead out of shrubs by Tract OS-29A, weed all Ornamental Grass beds, and remove suckers from Live Oaks.
- 50. In east ROW of Legacy between Balboa & Quint, thinning turf areas. Correct.
- 51. At Tract OS-33, thin turf areas with Sedge, palm fronds over growing sidewalks, suckers & weed trees. Remove and/or correct.



4

TAB 5

| ecure Fence and Rai 500 Columbia Blvd., 321-338-7868 fo@securefenceand | Titusville, FL 32780 | | Sault Contraction | CONTRACT # 42086 | |
|---|--|----------------|----------------------|---|----------|
| | | FENC | ING PROPOS | AL / CONTRACT | -383 |
| AME: Heating | a Isle CDD | and some state | | CONTACT PHONE: | |
| DDRESS: | a based film you's act in symbol | S O READ | Interview and | ALTERNATE PHONE: | O arti |
| ITY: | STATE: | | ZIP: | FAX: | CO CO CO |
| MAIL: | | | | SUBDIVISION: | |
| OB NAME/ ADDRESS: | e di anay si kasa di kasa si k | | Sant With product of | CONTACT PERSON: | |
| | JOB DI | MENSIONS | | JOB SPECIFICATIONS | |
| 8° to 6' transifian on bottom 18 | donbi Date | 20 9 2 | 17 | B'to 6'transition Notes: On Bottom 27 Atlantis to Include 28 to 6'transitions Rec drill Color: Tan Ta HARDWARE COLOR: Mack Blac Style/MODEL: Atl Atl Atlantis Vingl for to include 28 to 6'transitions Rec top line Streight Atlantis to Include 1-12' dowble gate | , |
| | G | ATES | | to No subcontractor | 5 |
| QTY SIZE | TYPE | ARCH | RACKED | SWING (O.S.L.I.) # 5 Year work me | xus |
| 1 12 | da ble | 10- | no | | N |
| | avapro | ho | 10 | I All 1 11 1 | and they |
| | or any democra induced in the | 0 16 0 80 100 | nigo era iller o | All post sct 6 on cente | 1 |
| mit big to inverse | | | IN TERMS & CONDIT | Discount | - |

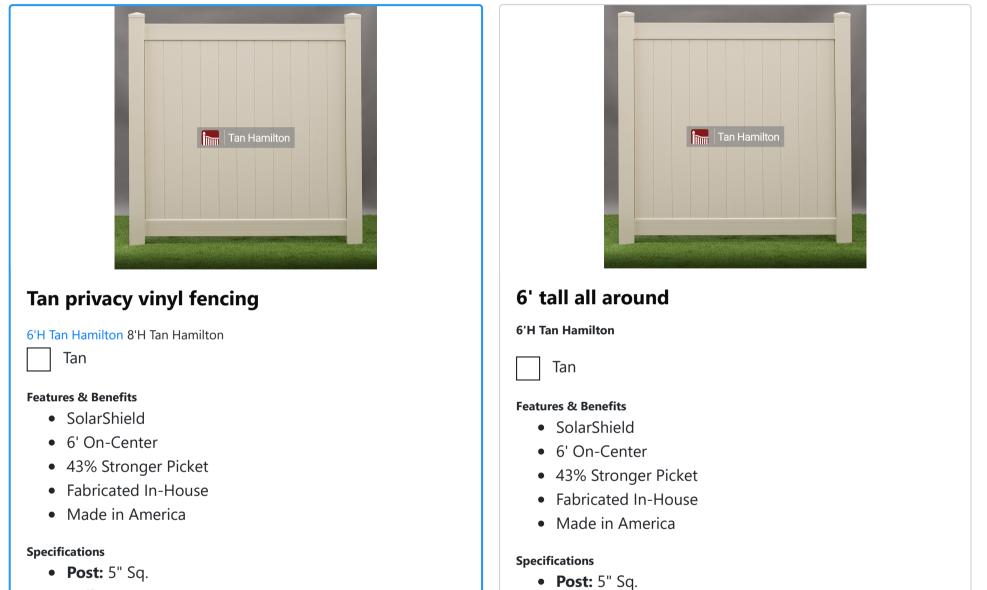


A name you can trust

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.

Select Package



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

Warranty

- Lifetime Transferable Warranty
- 3 Year Workmanship Warranty

Ken Walter

Viera, FL 32940

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.

• **Rail:** 1-3/4 x 5-1/2

Lifetime Transferable Warranty

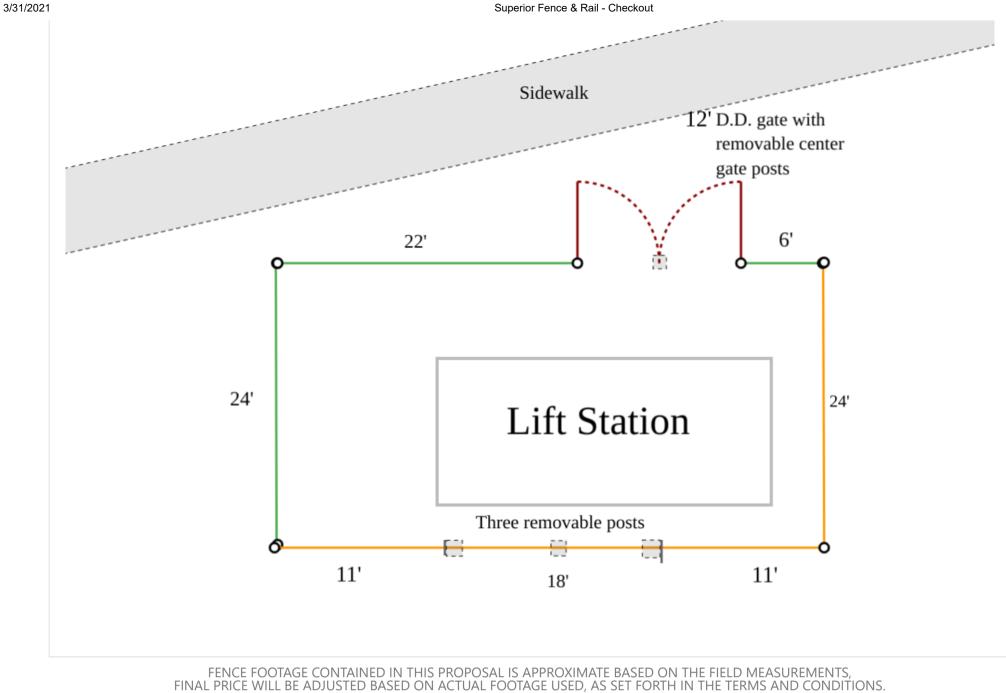
• 3 Year Workmanship Warranty

• **Picket:** 6" T&G

Warranty

Tan privacy vinyl fencing - 116 LF

6'H Tan Hamilton 8'H Tan Hamilton



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



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 | |



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.

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



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

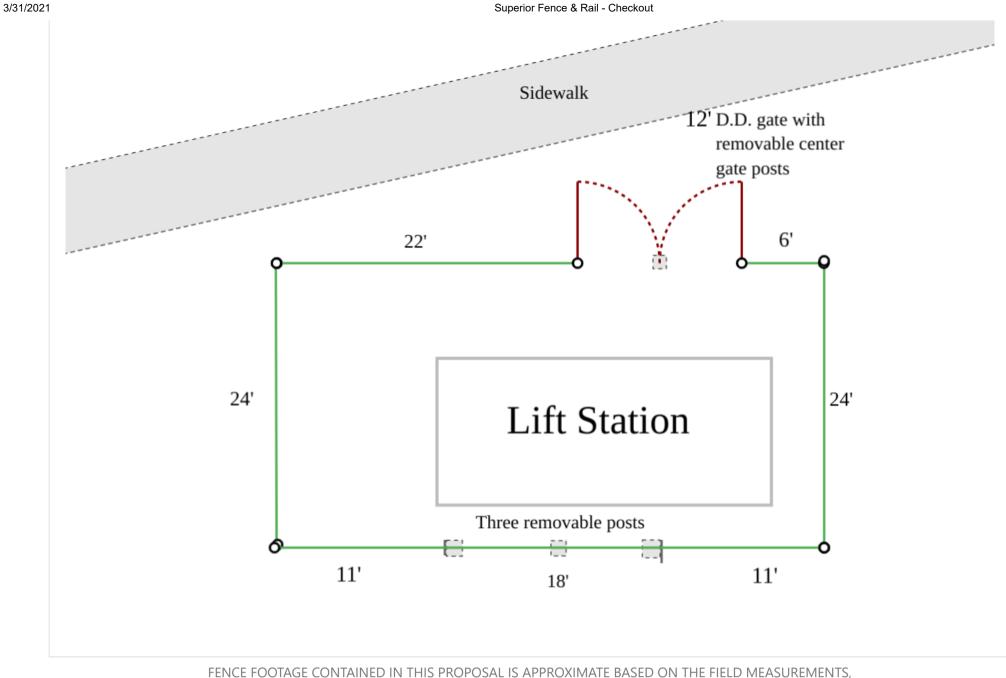


Viera, FL 32940

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.

6' tall all around - 116 LF

6'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



Selected Package: 6' tall all around

| MSRP 10% customer discount | | \$5,270.77 -\$474.77 |
|-------------------------------|---------------|--------------------------------|
| | | |
| | Sign Contract | |
| | Or | |
| | Contact Sales | |





Proposal for Extra Work at Heritage Isle at Viera CDD

| Property Name Property Address | Heritage Isle at Viera CDD 6800 Legacy Blvd. Melbourne, FL 32940 | Contact To Billing Address | Melissa Dobbins Heritage Isle at Viera Community Development District 8529 South Park Cir Ste 300 Orlando, FL 32819 |
|-----------------------------------|--|----------------------------------|---|
| Project Name | 04 05 21 CDD Remove trees for fence | | |
| Project Description | Remove 10 mature Bottlebrush to make way for privacy fence | | |

Scope of Work

| QTY | UoM/Size | Material/Description |
|-----------|----------|--|
| 35.00 | HOUR | Enhancement Labor |
| 1.00 | LOAD | Roll-Off/Dumpster 30 CY - Green Waste Material |

For internal use only

 SO#
 7486391

 JOB#
 460400254

 Service Line
 130

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

\$2,723.75

Total Price

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- 5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/ Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- 9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- 10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- 11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- 12. Assignment: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- 15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

| | District Manager |
|--------------------|---------------------------------|
| Signature | Title |
| Melissa Dobbins | April 08, 2021 |
| BrightView Landsca | ape Services, Inc. "BrightView" |
| | Associate Account Manage |
| Signature | Title |
| Daniel J Srein | April 08, 2021 |
| Printed Name | Date |

| Job #: | 460400254 | Proposed Price: | \$2,723.75 |
|--------|-----------|-----------------|------------|
| SO # | 7486391 | | |

TAB 6





BrightView Tree Care Services Tree Care Service Address/Location Tree Care Service Billing Address Branch Office #49360 Heritage Isle at Viera CDD (Hardwoods) Richard Hernandez / Rizzetta & Comp. 4777 Old Winter Garden Road 6800 Legacy Blvd 8529 South Park Circle Orlando, FL 32811 Melbourne, 32940 Suite 330 Doug O'Brien Doug OBrien Orlando, 32819 doug.obrien@brightview.com Doug.obrien@brightview.com Richard Hernandez tel:321-287-0988 tel:321 287 0988 rhernandez@rizzetta.com tel:407 472 2471 Proposed Tree Care Services Objectiv Species D...: Ot-

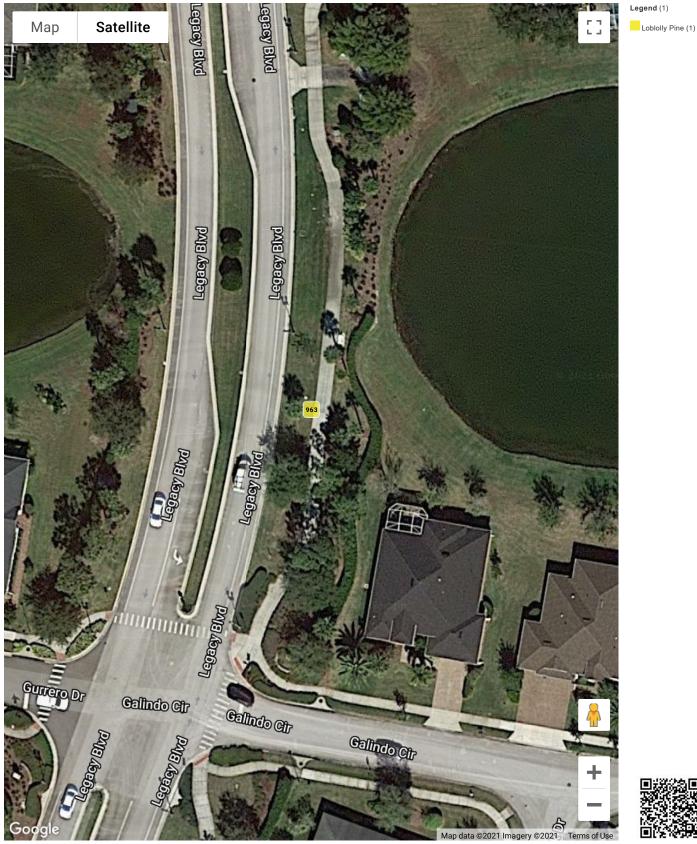
| | Species | Qty | Objective | Price |
|---|---|-----|-----------|-------|
| • | Loblolly Pine <i>Pinus taeda</i> 2683 Galindo Cir | 1 | removal | \$225 |
| | Total | | | \$225 |

Additional Information

removal at hedge side of house flush cut to grade



Heritage Isle at Viera CDD (Hardwoods)



BrightView Tree Care Services **Terms & Conditions**

- 1. Bid Specifications: The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications. Work is beingdone in accordance with ANSI A300 standards.
- 2. Bid Expiration: This proposal will remain in effect for thirty (30) days from the date it was first presented to Client/Owner, unless accepted or rejected by Client/Owner, or withdrawn by Contractor prior to that time
- 3. Work Force: Contractor shall designate a qualified representative with experience in tree management. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.
- 4. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. BrightView Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. BrightView Tree Care Services will repair damaged irrigation lines at the Client/Owner's expense
- 5. Scheduling of Work: If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.
- 6. Work Hours: Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2.30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.
- 7. License and Permits: Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other licenseand permit requirements of relevant city, state and federal governments, as well as all other requirements of law.
- 8. Taxes: Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
- 9. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a \$1,000,000 limit of liability.
- 10. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner.
- 11. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.
- 12. Non-Union Contractor: Client/Owner acknowledges that Contractor is not a signatory to any union agreements. If any services hereunder would be covered by any labor union that Client/Owner is bound to or that may have a claim to such work, then this written proposal shall be immediately terminated and become void, with no further liability to Contractor.
- 13. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- 14. Additional Services: Any additional work, changes in the scope of work, or additional contract terms introduced by Client/Owner that are not specified in the signed written proposal shall constitute a counter offer and will require a new written proposal or an executed written order to address such changes. Any additional costs related thereto shall be charged by Contractor as an extra charge over and above the estimate.
- 15. Access to Job Site: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.

- 14. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
- 15. Cancellation: Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner
- 16. Assignment: The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the propertywhich is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
- 17. Disclaimer: This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by BrightView Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

Acceptance of this Proposal

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by BrightView Tree Care Services within fifteen (15) days after billing, BrightView Tree Care Services shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Customer

| Signature | |
|--------------|---------------|
| Doug O'Brien | April 7, 2021 |
| Printed Name | Date |
| | <u> </u> |

BrightView Tree Care Services

Doug OBrien April 7, 2021 Signature Date Doug OBrien April 7, 2021

Printed Name

Date

Druse Landscaping & Tree Service LLC

1923 N. Wickham Rd. Melbourne, FL 32935 US (321) 446-5578 drusemlbrn@aol.com

Estimate

ADDRESS

Heritage Isles CCA

JOB SITE

Legacy BLVD

| Sod | Flortam Sod per pallet | 1 | 250.00 | 2 | 250.00 |
|-----------------|---|-----|--------|---|--------|
| Tree Service | Holly removed with stump. Remove mulch and sod beds. | 1 | 0.00 | | 0.00 |
| Tree Service | Japanese Blue Berry removed with stump. Remove mulch and sod beds | 1 | 225.00 | 2 | 25.00 |
| Tree Service | Oaks removed with stump. Remove mulch and sod beds. | 3 | 350.00 | |)50.00 |
| Tree Service | Pines removed with stump. Remove mulch and sod beds. | 15 | 275.00 | | 25.00 |
| Tree Service | Pines removed flush cut | 13 | 215.00 | | '95.00 |
| ACTIVITY | DESCRIPTION | QTY | RATE | | IOUNT |

TOTAL

\$8,445.00

ESTIMATE # 2288 DATE 04/05/2021

Jenkins Property Maintenance Inc. Jenkins Tree Service PO Box 60508

Palm Bay, FL 32906

Estimate

| Date | Estimate # |
|----------|------------|
| 4/5/2021 | 11 |

| Name / Address | | |
|--------------------|--|--|
| Harritaga Isla CDD | | |
| Heritage Isle CDD | | |
| Viera, FL | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

| | | | Project |
|---|----------|------------------|----------------------|
| Description | Qty | Rate | Total |
| Scope of work - 1.) Remove 11 pine trees, no stump grinding, and haul away debris. 2.) Remove 15 pine trees, grind 15 stumps, haul away mulch/debris, | 11 15 | 300.00 433.00 | 3,300.00 6,495.00 |
| prep area, purchase and install sod over stump area. 3.) Remove 1 large Japanese Blueberry tree, grind stump, haul away mulch/debris, prep area, purchase and install sod over stump area. | 1 | 1,082.00 | 1,082.00 |
| 4.) Remove 1 Elm tree, grind stump, haul away mulch/debris, prep area, purchase and install sod over stump area. | 1 | 433.00 | 433.00 |
| 5.) Remove 1 Magnolia tree, grind stump, haul away mulch/debris, prep area, purchase and install sod over stump area. | 1 | 433.00 | 433.00 |
| 6.) Remove 3 oak trees, grind 3 stumps, haul away mulch/debris, prep area, purchase and install sod over stump area. | 3 | 1,174.00 | 3,522.00 |
| All work is done to arborist standards | | Total | \$15,265.00 |

Signature _____

Accepted By

Accepted Date

TAB 7



Proposal# SPN96156 Proposal Date: 4/19/2021 Valid Until: 5/19/2021

2801 N. Powerline Road Pompano Beach, FL 33069 Tel 954-971-7350 Fax 855-365-PUMP (7867)

Customer # 5822 Heritage Isle at Viera CDD c/o Rizzetta & Company 8529 South Park Circle Ste #330 Orlando, FL 32819 Tel: 407-472-2471 Fax: 407-472-2478

Job Site: 8593 Heritage Isle Replacement 7300 Legacy Blvd Melbourne, FL 32940 Tel: Contact: Model# HC2F-60J20PDV-230/3-HMR3L-Z

Nature of Service:

S/O -- Reconfigure Existing Pump Station Control Panel and Incoming Service from 230/3 to 460/3 Power

As a result of the inconsistent and unreliable power feed from FPL on the existing 230/3 power, it has been determined that FPL will provide a 460/3 transformer to feed power to the pump station. While that aspect remains the only solution to making the source problems go away, that significant alteration then requires the following components adjustment to the pump station control panel (as follows) and the incoming power source (see below).

Hoover proposes to furnish and install the following:

- -- Furnish and install (2) new 50HP 460V Danfoss VFDs
- -- Furnish and install (1) new 15HP 460V Danfoss VFD
- -- Furnish and install new fuse holders
- -- Furnish and install (6) new 100A x 600V Fuses
- -- Furnish and install (3) new 40A x 600V Fuses
- -- Install new transformer to allow existing A/C unit to operate
- -- Adjust panel wiring as required
- -- Startup, calibration and test operation.

INCOMING ELECTRICAL SERVICE - (work quoted and provided by Complete Electric, Inc - Original provider for the 230/3 panel in 2017)

Scope of Work: Make alterations to the existing 120/230V three phase service and convert this over to 200A /480V. See below.

Acquire permit with Brevard County for service change. Coordinate a power outage with FPL and Hoover Pumping so these changes can be made.

• Once power is off, we will remove the existing 600A disconnect and make alterations to the rack in order to accommodate the smaller 200A disconnect.

- · Supply and install a 200A 480V, N3R fuse type disconnect located to the right of the existing FPL meter can.
- · Remove the second 3" PVC conduit and use weather proof KO seal in side of meter can.
- · Terminate the other 3" conduit in the new 200A disconnect.

Abandon one of the load side 3" conduits that come out the bottom of the disconnect. We will only be using one of these conduits.

Pull in 200A rated 3/0 CU wire from FPL meter can to new disconnect and make terminations.





Proposal# SPN96156 Proposal Date: 4/19/2021 Valid Until: 5/19/2021

2801 N. Powerline Road Pompano Beach, FL 33069 Tel 954-971-7350 Fax 855-365-PUMP (7867)

• Pull in new 200A rated 3/0 CU wire from disconnect to Hoover Pumping conduit using one of the existing 3" conduits that are already in place. Make load side terminations inside Hoover cabinet.

- Change phasing tape on the line side feeders in FPL meter can to reflect 480V.
- · Coordinate final inspection with Brevard County upon completion.

NOTES & EXCLUSIONS: No other work included other than listed. No changes will be made on the line side of the meter can. The plan here is to re-use all of the same line side feeders from the FPL transformer to the meter can. We understand they are rated for 600A, however if it's all still intact, there should be no reason to change or replace these feeders.

GENERAL NOTES: Only the items listed above are included in this quote. If further work is requested it will be completed at a separate time and material rate. While it is our goal to snake/install new cables in a finished home/business without opening any drywall, there are situations where this is beyond our control. If such a situation were to occur, it will be discussed with the Owners prior to any openings. Any openings that are approved will be secured to the wall/ceiling upon completion. Any drywall repair, spackle, or paint that is required will be the sole responsibility of the Owners. Trenching (if needed) will be completed in a neat and professional manner. Any pre-existing conduits or cables that have not been properly buried, may become damaged while our crew is trenching. If such a situation were to occur, it will be the sole responsibility of the Owners to have any necessary repairs made.

If The AHJ Requires Additional Devices Or Items Not Indicated On The Plans, Or Not Included In The Specifications They Will Be Added At Additional Cost. Quote Based On Working Hours, 7:00 AM – 3:30 PM. Damage Resulting From the Installation Of Our Scope Of Work To Underground Items That Have Not Been Identified By Locates Will Not Be The Sole Responsibility Of The Electrical Contractor.

No Permit fees or FPL fees are included in the above quote. Quote is valid for 30 days. All Work will be performed in accordance to the National Electric Code standards and local ordinances. Please contact us if we can provide you with any additional information.

Sub Total: \$19,168.83

Grand Total: \$19,168.83

TERMS: Full payment is due upon receipt of invoice. Interest will be due and shall accrue at the rate of 1-1/2% per month compounded on any overdue amount. Collection costs, including attorney's fees, will be due in the event of nonpayment. Warranty of parts and workmanship for one year from date of installation in accordance with Hoover standard Warranty Terms and Conditions. Hoover will use care, but is not responsible for the repair of hardscape or landscape damaged in the course of performing work and accessing work areas.

Accepted By: Hoover Pumping Systems, Corp.

Accepted By: Heritage Isle at Viera CDD



Proposal

Proposal# SPN96156 Proposal Date: 4/19/2021 Valid Until: 5/19/2021

2801 N. Powerline Road Pompano Beach, FL 33069 Tel 954-971-7350 Fax 855-365-PUMP (7867)

Nothan Dreher

Nathan Dreher

Signature/Printed Name/ Date CHAIRMAN, HICDD 4/20/21

TAB 8

POLICY FOR TREE TRIMMING IN HERITAGE ISLE AT VIERA CDD

The Heritage Isle at Viera community includes trees located in common areas operated and maintained by the Heritage Isle at Viera Community Development District ("**District**"). While the District regularly maintains these trees, the District periodically receives requests from residents to allow for additional trimming and root removal where a tree located in a common area is encroaching on the resident's property.¹ This policy describes the process by which the District shall consider such requests.

In the event that a resident would like to perform trimming or root removal where a tree located in a District common area is encroaching on the resident's property, such resident shall provide to the District Manager a written request including:

- 1. Location and identification of the specific tree(s) to be trimmed.
- 2. Description of the trimming or root removal work to be performed.
- 3. Contractor's name, contact information, and general liability insurance certificate listing the District, and the District's Supervisors, staff, contractors and representatives as additional insureds.
- 4. Date of proposed work.
- 5. A copy of this policy executed by the contractor providing the work.
- 6. A copy of any regulatory approvals (or applications for the same).

The District Manager, in his or her sole discretion, will review the provided information and issue a letter of "no objection" for the work, if appropriate.

Note that state or local governments may require regulatory approvals to trim trees. It is the resident's responsibility to determine whether any regulatory approvals are needed, and if so, obtain such approvals and provide copies of the same to the District, prior to commencing any work.

All work must be performed by licensed, insured contractors and on the resident's own property (i.e., <u>not</u> the District's property), and the resident shall provide reasonable notice to the District prior to and after the work is done, so that the District has sufficient time to inspect the site, provided however that the District's inspection shall not relieve the resident of responsibility for any of the work and/or any resulting damage. The contractor and the requesting resident will be held jointly and severally liable for any and all damage to District property or permanent harm to the tree(s), and must repair such damage within five (5) days of notification from the District.

Resident Name: _____

Resident Signature: _____

Contractor Name: _____

Contractor Signature: _____

APPROVED BY:

DATE:

¹ Under Florida law, and consistent with the practices of most communities, the District is not required to trim foliage or roots encroaching on adjacent properties.

TAB 9

IMPORTANT MESSAGE FROM THE CDD REGARDING ALLIGATOR POLICY

Re: Nuisance Alligator(s) Memo

Dear Residents,

This memo is being sent to advise residents of the proper procedure to report nuisance alligators on/in CDD property. As you may know, the CDD owns and operates certain areas of the public infrastructure within the community, including but not limited to the community stormwater ponds. The residents do not in fact own the ponds, and accordingly, are not legally authorized to contact trappers to have nuisance alligators removed from the ponds themselves.

If you believe there is a nuisance alligator (i.e. the alligator is over 4' in length, it is believed to pose a threat to people, pets or property, and shows signs of aggression or fails to retreat when people are in the vicinity), residents must contact the CDD management office, Rizzetta and Company, Inc., at 407-472-2471. (Please do not contact Florida Wish and Wildlife Conservation Commission directly yourself because, as a resident, you don't own the ponds and therefore cannot speak as the property owner (or on the owner's behalf).) Once verified, the management office will request a permit be issued with the Florida Fish and Wildlife Conservation Commission. Thank you.

TAB 10

BIKE & PARK SAFETY

Reminders can be very helpful and when it comes to summer safety it is important for everyone to keep a careful eye out for anyone on a bike, in a crosswalk, driving a golf cart, visiting a local park, or playing in a pool. Several years ago, we compiled the Golf Cart Safety graphic for our new residents with some very useful information. This new Bike and Park Safety graphic also contains some very

important safety procedures. Please share the information with others, discuss with your family and even tear out and hang in your garage next to the equipment.

Protect yourself from UV rays: SLIP on a shirt SLOP on sunscreen SLAP on a hat WRAP on sunglasses to protect the eyes and skin around them

Slap!" & Wrap!"

"Slip! Slop!

Go with the flow of traffic -Follow the signs and traffic signals Watch for pedestrians crossing

> Stop behind the crosswalk at the stop bar

Ride with caution -Stay clear of parked cars and the door zone

We have also provided some additional links and

tips for sun protection. The American Cancer

Society has a great new way to help you remember to limit yourself from UV exposure and the

new catchphrase is "Slip! Slop! Slap!" And Wrap!"

We wish you all the fun this time of

year brings and we hope you have a

wonderful and safe summer.

Keep a distance of at least 3 feet from a bicyclist when passing

PARK & POOL RULES

Parks open dawn to dusk
NO glass containers

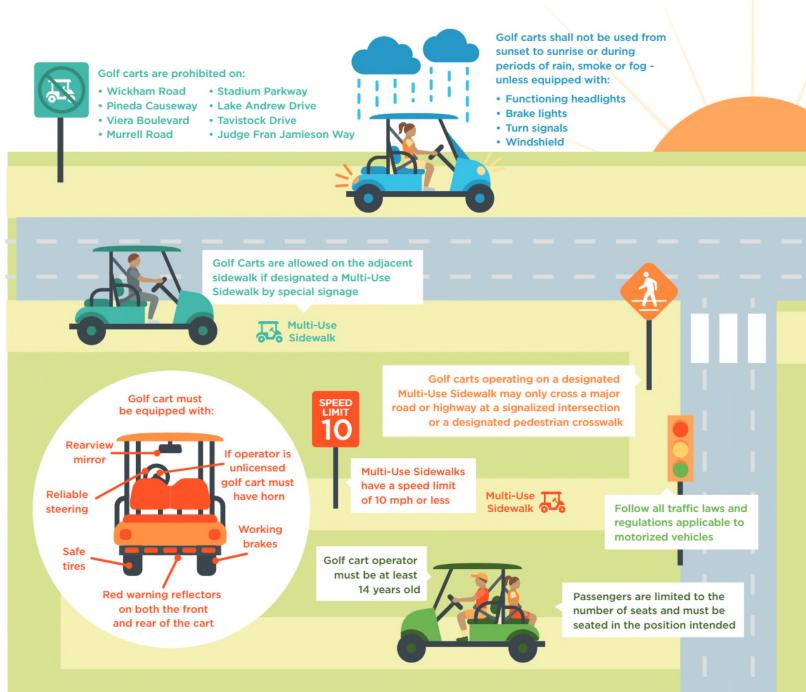
- NO alcohol
- Park reservations must be made about 6-8 weeks prior to event and require a deposit
- Signs are posted at each pavilion for pool safety procedures
- Signs are posted at each dog park for safety procedures
 - Supervision of children is strongly recommended

Additional safety information: PoolSafely.gov/ SafeKids.org/safetytips CDC.gov/family/kids/summer/index.htm Cancer.org/healthy/be-safe-in-sun.html Facebook.com/SCTPO

Be visible at night with white front lights and red rear lights and reflectors

GOLF CART REGULATIONS

Golf carts operating within Viera must comply with Chapter 316, Florida Statutes and Chapter 106, Ordinances of Brevard County. Generally, golf carts may be used on neighborhood streets within Viera; golf carts are not allowed on roads having a posted speed limit over 30 miles per hour. In addition, golf carts may be used on sidewalks designated as Multi-Use Sidewalks shared by pedestrians, non-motorized conveyances and golf carts. Such designated sidewalks will typically be adjacent to major roads and are identified by special signage. Currently, golf cart registration is not required in Brevard County or Viera.



GOLF CART SAFETY IN VIERA

In addition to specific regulations, there are safety fundamentals that should be followed by all golf cart operators, particularly when sharing sidewalks with other users. Operators should be courteous and yield to pedestrians and persons on non-motorized conveyances and always move to the right side and pass on the left. When approaching from behind, Operators should use

a horn or other audible signal to avoid surprise. Young children should wear a safety helmet to avoid injury from falling out of or being ejected from the cart. Children under the age of 5 should not be transported in a golf cart unless secured in a federally approved child restraint seat or carrier attached to the cart by a properly fastened seat (safety) belt.

Use extreme caution in crowded areas and during inclement weather



Slow down when approaching pedestrians, other vehicles, curves or intersections



Use caution when crossing roads and driveways

· Remain seated while cart is in motion

- · Keep arms and legs inside the cart
- · Never allow anyone to sit in the
- driver's or a passenger's lap



or joy-ride

Do NOT park in any location other than in a designated vehicle parking space

> Do NOT operate a golf cart if under the influence of alcohol or other substance

A violation of a traffic law or regulation while operating a golf cart is punishable by a citation issued by the Brevard County Sheriff's Office and may result in a fine. Golf cart operators are subject to all DUI laws and penalties, including "open container" laws. Homeowner insurance policies typically do not cover golf carts

operated off of a homeowner's property and golf cart owners and operators may have significant liability if involved in an accident. Golf cart liability insurance is available from most insurance companies and should be obtained by golf cart owners and operators.

For more information regarding the operation of golf carts, Viera residents may contact the Brevard County Sheriff's Office, West Precinct at 321-633-2123.

Presentation of Proposed Budget Fiscal Year 2021/2022

TAB 11

RESOLUTION 2021-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Heritage Isle at Viera Community Development District ("District") prior to June 15, 2021, proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("Fiscal Year 2021/2022"); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for **August 24, 2021 at 10:30 a.m**. and will be held at the following location:

LOCATION:

| August 24, 2021 | |
|-----------------|--|
| 10:30 am | |
| | |
| | |

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

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

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

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

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

PASSED AND ADOPTED THIS 25th DAY OF MAY, 2021.

ATTEST:

| HERITAGE | ISLE | AT | VIERA |
|-----------|------|-------|--------|
| COMMUNITY | | DEVEL | OPMENT |
| DISTRICT | | | |

Assistant Secretary/Secretary

| By: | | | | | _ |
|------|--|--|--|--|---|
| lts: | | | | | |

Exhibit A: Proposed FY 2021/2022 Budget

EXHIBIT A



Heritage Isle at Viera Community Development District

http://heritageisleatvieracdd.org

Proposed Budget for Fiscal Year 2021/2022

Presented by: Rizzetta & Company, Inc.

8529 South Park Circle Suite 330 Orlando, Florida 32819 Phone: 407-472-2471

rizzetta.com

Professionals in Community Management

1

Table of Contents

| General Fund Budget Account Category Descriptions Reserve | 1 |
|---|----|
| Fund Budget Account Category Descriptions Debt Service | 7 |
| Fund Budget Account Category Descriptions General Fund | 8 |
| Budget for Fiscal Year 2021/2022 | 11 |
| Reserve Fund for Fiscal Year 2021/2022 | 12 |
| Debt Service Fund Budget for Fiscal Year 2021/2022 | 13 |
| Assessments Charts for Fiscal Year 2021/2022 | 14 |

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with

Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond

proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

Proposed Budget Heritage Isle at Viera Community Development District General Fund - Fiscal Year 2021/22

| Chart of Accounts Classification | Actual YTD through 03/31/21 | Projected Annual Totals 2020/2021 | Annual Budget for 2020/2021 | Projected Budget variance for 2020/2021 | Budget for 2021/2022 | Ind (De | udget crease crease) vs 20/2021 | Comments |
|---|--------------------------------------|--|--------------------------------------|---|----------------------------|------------|---|---|
| 1 2 REVENUES | | | | | | | | |
| 3 | | | | | | | | |
| 6 Special Assessments | | | | • | | | | |
| 7 Tax Roll 8 | \$660,520 | \$680,205 | \$680,205 | \$ - | \$680,205 | \$ | - | Allocations to be determined upon final roll certification |
| 9 TOTAL REVENUES | \$660,520 | \$680,205 | \$680,205 | \$ - | \$680,205 | \$ | - | Assumes maintained level of assessements same as FY 19/20. |
| 10 | | | | | | | | |
| 11 Annual 20 Year Street Lease - Carry Forward 12 Balance Forward from Prior Year(s) | \$ - \$ - | | \$ 7,907 \$ 44,528 | | \$ 7,907 | | - | General Fund surplus utilized to maintain level of assessments. |
| 13 | ə - | \$ 44, 3 20 | ֆ 44, 526 | ә - | \$ 50,000 | ¢ | 5,472 | General Fund surplus dulized to maintain level of assessments. |
| 14 TOTAL REVENUES AND BALANCE FORWARD | \$660,520 | \$732,640 | \$732,640 | \$- | \$738,112 | \$ | 5,472 | |
| 15 16 EXPENDITURES - ADMINISTRATIVE | | | | | | | | |
| 17 18 Legislative | | | | | | | | |
| 19 Supervisor Fees | \$ 3,000 | \$ 6,000 | \$ 6,000 | \$ - | \$ 6,000 | \$ | - | Assumes 6 regular BOS meetings annually |
| 20 Financial & Administrative | | | | | | | | - · |
| 21 Administrative Services 22 District Management | | | \$ 6,210 \$ 35,190 | \$ - \$ - | \$ 6,210 \$ 35,190 | | - | |
| 23 District Engineer | | \$ 35,190 \$ 12,648 | \$ 35,190 \$ 15,000 | | \$ 35,190 | | | Suggest maintaining 15K min. |
| 24 Disclosure Report | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$- | \$ 2,000 | \$ | - | Per contract. |
| 25 Trustees Fees | \$ 5,217 | | | | \$ 7,750 | | | Projection based on prior YE. |
| 26 Assessment Roll 27 Financial & Revenue Collections | \$ 5,250 \$ 2,625 | | \$ 5,250 \$ 5,250 | \$ - \$ - | \$ 5,250 \$ 5,250 | | - | Maintained at same rate. |
| 28 Accounting Services | | | \$ 20,824 | | \$ 20,824 | | - | Maintained at same rate. |
| 29 Auditing Services | \$ - | | \$ 4,100 | | \$ 4,100 | | - | |
| 30 Arbitrage Rebate Calculation31 Public Officials Liability Insurance | \$ - | | \$ 1,200 | | \$ 1,050 | | | Contractually \$1050 total for series 2013 & 2017 Bonds |
| Public Officials Liability Insurance Legal Advertising | \$ 2,691 \$ 697 | | | | \$ 2,960 \$ 3,500 | | - 141 | Adjusted based on Egis projections. |
| 33 Dues, Licenses & Fees | \$ 175 | | | \$ - | \$ 175 | | - | Due annually to the State |
| 34 Miscellaneous Fees | | | \$ 885 | | \$ 885 | | | Utilized for BCPA NAV Assessmement fee |
| 35 Website Hosting, Maintenance, Backup 36 Legal Counsel | \$ 1,819 | \$ 3,482 | \$ 5,000 | \$ 1,519 | \$ 5,000 | \$ | - | |
| 37 District Counsel | \$ 3.645 | \$ 7.290 | \$ 21.000 | \$ 13,710 | \$ 21.000 | \$ | - | Maintained at same rate. |
| 38 39 Administrative Subtotal | | | | \$ 20,668 | | | (9) | |
| 40 41 EXPENDITURES - FIELD OPERATIONS | | | | | | | | |
| 42 43 Electric Utility Services | | | | | | | | |
| 44 Utility Services | \$ 13,939 | \$ 27,878 | \$ 35,000 | \$ 7,122 | \$ 35,000 | \$ | - | |
| 45 Street Lights | \$ 33,248 | \$ 66,496 | \$ 62,500 | \$ (3,996) | \$ 65,000 | \$ | | |
| 46 Amortization - Street Light Lease 47 Stormwater Control | \$ 7,907 | \$ 7,907 | \$ 7,907 | \$- | \$ 7,907 | \$ | - | Street Light (North end of Legacy) Annual amount on 20 year lease |
| 48 Aquatic Maintenance | \$ 16.296 | \$ 32.592 | \$ 34,000 | \$ 1.408 | \$ 34,000 | \$ | - | Maintained at same rate. Currently \$2,716 mos., allows for addtl. services as applicable. |
| 49 Fountain Service Repairs & Maintenance | \$ 5,621 | \$ 11,242 | \$ 5,000 | \$ (6,242) | \$ 5,000 | \$ | - | Quarterly service and misc. repairs. Addtl. in event of unforeseen pump/motor/controller replacement. |
| 50 Stormwater System Maintenance | \$ - | \$ 2,000 | \$ 2,000 | \$- | \$ 2,000 | \$ | - | Maintained at same rate. |
| 51 Other Physical Environment 53 General Liability & Property Insurance | \$ 7,409 | \$ 7,409 | \$ 7,545 | \$ 136 | \$ 8,150 | \$ | 605 | Adjusted based on Egis projections. |
| 54 Entry & Walls Maintenance | \$ 7,403 | | \$ 2,000 | | \$ - | \$ | | Adjusted based on Pojections. |
| 55 Landscape Maintenance | | | \$199,135 | | \$199,135 | | | Maintained at same rate. |
| 56 Landscape Mulch & Annuals57 Irrigation Contracts & Repairs | | \$ 48,546 | | \$ 454 \$ 20,282 | | | - | Mulch @ 36K yr. and Annuals @ 3K per install. |
| 58 Pet Station Maintenance | \$ 22,609 | \$ 45,218 \$ - | \$ 65,500 | | | ֆ \$ | - (2,000) | Included in BrightView contract. Will confirm |
| 59 Landscape Replacement Plants, Shrubs, Trees | \$ 16,457 | \$ 32,914 | \$ 30,000 | \$ (2,914) | \$ 35,000 | \$ | | Monitor for final. Brightview to provide proposals for replacement in FY 21/22. |
| 60 Field Services | \$ 3,900 | \$ 7,800 | \$ 8,400 | \$ 600 | \$ 8,400 | \$ | - | |
| 61 Road & Street Facilities 62 Sidewalk Repair & Maintenance | \$ 13.877 | \$ 20.000 | \$ 25,000 | \$ 5,000 | \$ 25,000 | \$ | _ | Anticpated full allocation due to infrastructure repairs. Remainder expense classed to misc. cont. |
| 63 Parks & Recreation | φ | ÷ 20,000 | 2 20,000 | - 0,000 | 20,000 | Ť | | |
| 64 Infrastructure Annual Inspection | \$ - | | \$ 22,500 | | \$ 15,000 | | | Insp. conducted 20/21. |
| 65 Pedestrian Bridge Maintenance 66 Contingency | \$ 350 | \$ 3,000 | \$ 3,000 | \$ - | \$ 3,000 | \$ | - | Utilize for minor bridge maintenance. Projection reflects estimates |
| 67 Miscellaneous Contingency | \$ 5,200 | \$ 35,000 | \$ 30,000 | \$ (5,000) | \$ 38,876 | \$ | 8,876 | Infrastructure inspection repair items expected to come from report presentation. |
| 68 | | | | | | | | |
| 69 Field Operations Subtotal 70 | \$253,046 | \$573,137 | \$590,487 | \$ 17,350 | \$595,968 | \$ | 5,481 | |
| 72 75 TOTAL EXPENDITURES 76 | \$318,484 | \$694,623 | \$732,640 | \$ 38,018 | \$738,112 | \$ | 5,472 | |
| 70 77 EXCESS OF REVENUES OVER EXPENDITURES | \$342,036 | s - | \$ - | s - | \$- | \$ | - | |
| | φ 3 4 2,030 | Ψ - | Ψ - | • · | - | Ψ | - | I |

Proposed Budget Heritage Isle at Viera Community Development District Reserve Fund - Fiscal Year 2020/21

| | Chart of Accounts Classification | Actual YTD through 03/31/21 | Projected Annual Totals 2020/2021 | Annual Budget for 2020/2021 | Projected Budget variance for 2020/2021 | Budget for 2021/2022 | Budget Increase (Decrease) vs 2020/2021 | Comments |
|----|--------------------------------------|--------------------------------------|--|--------------------------------------|---|----------------------------|---|--|
| 1 | | | | | | | | |
| | REVENUES | | | | | | | |
| 3 | | | | | | | | |
| 6 | Special Assessments | | | | | | | |
| 7 | Tax Roll | \$ 14,000 | \$ 14,000 | \$ 14,000 | \$ - | \$ 14,000 | \$- | Allocations to be determined upon final roll certification |
| 8 | | | | | | | | |
| 9 | TOTAL REVENUES | \$ 14,000 | \$ 14,000 | \$ 14,000 | \$- | \$ 14,000 | \$- | |
| 12 | | | | | | | | |
| 13 | TOTAL REVENUES AND BALANCE FORWARD | \$ 14,000 | \$ 14,000 | \$ 14,000 | \$- | \$ 14,000 | \$ | |
| 14 | | | | | | | | |
| 17 | EXPENDITURES | | | | | | | |
| 18 | | | | | | | | |
| 19 | Other Physical Environment | | | | | | | |
| 20 | Irrigation Pump Station Reserve | \$- | \$- | \$ 6,000 | \$ 6,000 | \$ 6,000 | \$- | Maintained at the same rate |
| 21 | Parks & Recreation | | | | | | | |
| 22 | Pedestrian Bridge Reserve | \$- | \$ - | \$ 8,000 | \$ 8,000 | \$ 8,000 | \$- | Funds future capital repairs. Maintained at same rate. |
| 23 | | | | | | | | |
| 24 | TOTAL EXPENDITURES | \$- | \$- | \$ 14,000 | \$ 14,000 | \$ 14,000 | \$- | |
| 25 | | | | | | | | |
| 26 | EXCESS OF REVENUES OVER EXPENDITURES | \$ 14,000 | \$ 14,000 | \$- | \$ 14,000 | \$ - | \$- | |
| 27 | | | | | | | | |

Budget Template Heritage Isle at Viera Community Development District Debt Service Fiscal Year 2021/2022

| Chart of Accounts Classification | Series 2013A-1 | | Series 2013A-2 | | Series 2017 | | Budget for 2021/2022 |
|--|----------------|------------|----------------|-----------|-------------|--------------|---------------------------------------|
| | | | | | | | |
| REVENUES | | | | | | | |
| Special Assessments | | | | | | | |
| Net Special Assessments ⁽¹⁾ | \$ | 276,451.94 | \$ | 37,613.76 | | \$348,398.06 | \$ 662,463.77 |
| TOTAL REVENUES | \$ | 276,451.94 | \$ | 37,613.76 | \$ | 348,398.06 | \$ 662,463.77 |
| | | | | | | | · · · · · · · · · · · · · · · · · · · |
| EXPENDITURES | | | | | | | |
| Administrative | | | | | | | |
| Financial & Administrative | | | | | | | |
| Debt Service Obligation | \$ | 276,451.94 | \$ | 37,613.76 | \$ | 348,398.06 | \$ 662,463.77 |
| Administrative Subtotal | \$ | 276,451.94 | | 37,613.76 | \$ | 348,398.06 | \$ 662,463.77 |
| TOTAL EXPENDITURES | \$ | 276,451.94 | | 37,613.76 | \$ | 348,398.06 | \$ 662,463.77 |
| EXCESS OF REVENUES OVER EXPENDITURES | | 0 | | 0 | | 0 | 0 |

Brevard County Collection Costs (2%) and Early Payment Discounts (4%):

6.0%

Gross assessments

\$ 704,433.52

Notes:

Tax Roll County Collection Costs and Early Payment discount is 6% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less Prepaid Assessments received.

| Heritage Isle at Viera | Community Develop | ment District | | |
|--|----------------------|----------------------|-------------------|----------------|
| FISCAL YEAR 2021/2022 O&M 8 | & DEBT SERVICE AS | SESSMENT SCHE | DULE | |
| 2021/2022 O&M Budget | | \$694,205.00 | | |
| Collection Cost @ | 2% | \$14,770.32 | | |
| Early Payment Discount @ | 4% | \$29,540.64 | | |
| 2021/2022 Total: | | \$738,515.96 | | |
| | | | | |
| 2020/2021 O&M Budget | | \$694,205.00 | | |
| 2021/2022 O&M Budget | | \$694,205.00 | | |
| Total Difference: | | \$0.00 | | |
| | PER UNIT ANNUAL | ASSESSMENT | Proposed Increase | / Decrease |
| - | 2020/2021 | 2021/2022 | \$ | % |
| Dabt Samuina Villa (Savina 2012A 1/A 2) | ¢202 76 | ¢202 76 | ¢0,00 | 0.00% |
| Debt Service - Villa (Series 2013A-1/A-2) Operations/Maintenance - Villa (Series 2013A-1/A-2) | \$293.76 \$439.84 | \$293.76 \$439.84 | \$0.00 \$0.00 | 0.00% 0.00% |
| Fotal | \$733.60 | \$733.60 | \$0.00 \$0.00 | 0.00% |
| | <i>ψ100.00</i> | \$755.00 | ψ0.00 | 0.00 /0 |
| Debt Service - Duplex (Series 2013A-1/A-2) | \$398.68 | \$398.68 | \$0.00 | 0.00% |
| Operations/Maintenance - Duplex (Series 2013A-1/A-2) | \$451.82 | \$451.82 | \$0.00 | 0.00% |
| Fotal | \$850.50 | \$850.50 | \$0.00 | 0.00% |
| | | | | |
| Debt Service - SF 50' (Series 2013A-1/A-2) | \$482.61 | \$482.61 | \$0.00 | 0.00% |
| Dperations/Maintenance - SF 50' (Series 2013A-1/A-2) | \$463.80 | \$463.80 | \$0.00 | 0.00% |
| Fotal | \$946.41 | \$946.41 | \$0.00 | 0.00% |
| | | | | |
| Debt Service - SF 70' (Series 2013A-1/A-2) | \$587.52 | \$587.52 | \$0.00 | 0.00% |
| Operations/Maintenance - SF 70' (Series 2013A-1/A-2) Total | \$482.97 | \$482.97 | \$0.00 | 0.00% |
| lotai | \$1,070.49 | \$1,070.49 | \$0.00 | 0.00% |
| Debt Service - Condo (2017) | \$291.54 | \$291.54 | \$0.00 | 0.00% |
| Operations/Maintenance - Condo (2017) | \$439.84 | \$439.84 | \$0.00 | 0.00% |
| Total | \$731.38 | \$731.38 | \$0.00 | 0.00% |
| | | | | |
| Debt Service - Villa (2017) | \$291.54 | \$291.54 | \$0.00 | 0.00% |
| Operations/Maintenance - Villa (2017) | \$439.84 | \$439.84 | \$0.00 | 0.00% |
| Total | \$731.38 | \$731.38 | \$0.00 | 0.00% |
| | | | | |
| Debt Service - SF 50' (2017) | \$478.96 | \$478.96 | \$0.00 | 0.00% |
| Dperations/Maintenance - SF 50' (2017) | \$463.80 | \$463.80 | \$0.00 | 0.00% |
| Fotal | \$942.76 | \$942.76 | \$0.00 | 0.00% |
| | AC14 44 | | AO OO | 0.000/ |
| Debt Service - SF 60' (2017) Operations/Maintenance - SF 60' (2017) | \$541.44 \$473.39 | \$541.44 \$473.39 | \$0.00 \$0.00 | 0.00% 0.00% |
| Fotal | \$1,014.83 | \$1,014.83 | \$0.00 \$0.00 | 0.00% |
| · •••• | ψ1,017.00 | ¥1,717.00 | | 0.00/0 |
| Debt Service - SF 70' (2017) | \$583.09 | \$583.09 | \$0.00 | 0.00% |
| Operations/Maintenance - SF 70' (2017) | \$482.97 | \$482.97 | \$0.00 | 0.00% |
| Fotal | \$1,066.06 | \$1,066.06 | \$0.00 | 0.00% |
| | | | | |
| Debt Service - Clubhouse | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Operations/Maintenance - Clubhouse | \$607.59 | \$607.59 | \$0.00 | 0.00% |
| Total | \$607.59 | \$607.59 | \$0.00 | 0.00% |

HERITAGE ISLE AT VIERA COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021/2022 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

| ALLOCATION OF O&M ASSESSMENT | | | | | | | | | | | | | | | | | | |
|------------------------------|-----------------|--|--|----------------------|-----------------------|--|------------------------|----------------------------|----------------------|-----------------------|-------------------------|------------------------|----------------------------|-----------------------|--|--|--|------------|
| UNITS ASSESSED | | | BUDGET \$628,205.00 COLLECTION COST @ 2.0% \$13,366.06 EARLY PAYMENT DISCOUNT @ 4.0% \$26,732.13 O&M ASSESSMENT \$668,303.19 | | | BUDGET COLLECTION COSTS @ 2.0% EARLY PAYMENT DISCOUNT @ 4.0% O&M ASSESSMENT | | | | | | | | | | | | |
| | | | | | | = | | = | | | = | , | = | | PER LO | T ANNUAL ASSES | MENT | |
| LOT SIZE Platted Parcels | <u>0&M</u> | 2013A-1 / A-2 DEBT <u>SERVICE</u> ^{(1) (2)} | 2017 DEBT <u>SERVICE</u> ^{(1) (2)} | EAU <u>FACTOR</u> | TOTAL <u>EAU's</u> | % TOTAL <u>EAU's</u> | TOTAL <u>BUDGET</u> | Per Unit <u>O&M</u> | EAU <u>FACTOR</u> | TOTAL <u>EAU's</u> | % TOTAL <u>EAU's</u> | TOTAL <u>BUDGET</u> | Per Unit <u>O&M</u> | TOTAL O&M PER UNIT | 2013A-1 DEBT SERVICE ⁽³⁾ | 2013A-2 DEBT SERVICE ⁽³⁾ | 2017 DEBT <u>SERVICE ⁽³⁾</u> | TOTAL (4) |
| Villa (2013) | 82 | 81 | 0 | 1.00 | 82.00 | 5.10% | \$34.101.35 | \$415.87 | 0.50 | 41.00 | 2.80% | \$1,965.13 | \$23.97 | \$439.84 | \$258.58 | \$35.18 | \$0.00 | \$733.60 |
| Duplex (2013) | 146 | 146 | 0 | 1.00 | 146.00 | 9.09% | \$60,717.03 | \$415.87 | 0.75 | 109.50 | 7.47% | \$5,248.34 | \$35.95 | \$451.82 | \$350.93 | \$47.75 | \$0.00 | \$850.50 |
| SF 50' (2013) | 371 | 369 | 0 | 1.00 | 371.00 | 23.09% | \$154,287.79 | \$415.87 | 1.00 | 371.00 | 25.33% | \$17,782.06 | \$47.93 | \$463.80 | \$424.81 | \$57.80 | \$0.00 | \$946.41 |
| SF 70' (2013) | 128 | 126 | 0 | 1.00 | 128.00 | 7.97% | \$53,231.37 | \$415.87 | 1.40 | 179.20 | 12.23% | \$8,589.07 | \$67.10 | \$482.97 | \$517.16 | \$70.36 | \$0.00 | \$1,070.49 |
| Condo | 120 | 0 | 119 | 1.00 | 120.00 | 7.47% | \$49,904.41 | \$415.87 | 0.50 | 60.00 | 4.10% | \$2,875.80 | \$23.97 | \$439.84 | \$0.00 | \$0.00 | \$291.54 | \$731.38 |
| Villa (2005) | 254 | 0 | 253 | 1.00 | 254.00 | 15.81% | \$105,631.00 | \$415.87 | 0.50 | 127.00 | 8.67% | \$6,087.12 | \$23.97 | \$439.84 | \$0.00 | \$0.00 | \$291.54 | \$731.38 |
| SF 50' (2005) | 227 | 0 | 227 | 1.00 | 227.00 | 14.13% | \$94,402.50 | \$415.87 | 1.00 | 227.00 | 15.50% | \$10,880.13 | \$47.93 | \$463.80 | \$0.00 | \$0.00 | \$478.96 | \$942.76 |
| SF 60' (2005) | 215 | 0 | 215 | 1.00 | 215.00 | 13.38% | \$89,412.06 | \$415.87 | 1.20 | 258.00 | 17.61% | \$12,365.96 | \$57.52 | \$473.39 | \$0.00 | \$0.00 | \$541.44 | \$1,014.83 |
| SF 70' (2005) | 63 | 0 | 63 | 1.00 | 63.00 | 3.92% | \$26,199.81 | \$415.87 | 1.40 | 88.20 | 6.02% | \$4,227.43 | \$67.10 | \$482.97 | \$0.00 | \$0.00 | \$583.09 | \$1,066.06 |
| Clubhouse | 1 | 0 | 0 | 1.00 | 1.00 | 0.06% | \$415.87 | \$415.87 | 4.00 | 4.00 | 0.27% | \$191.72 | \$191.72 | \$607.59 | \$0.00 | \$0.00 | \$0.00 | \$607.59 |
| Total Platted | 1607 | 722 | 877 | _ | 1607.00 | 100.00% | \$668,303.19 | - | | 1464.90 | 100.00% | \$70,212.77 | = | | | | | |
| LESS: Brevard Count | ty Collection (| Costs (2%) and Early | Payment Discounts (4% | b): | | | (\$40,098.19) | | | | | (\$4,212.77) | | | | | | |
| Net Revenue to be C | ollected | | | | | - | \$628,205.00 | _ | | | - | \$66,000.00 | _ | | | | | |
| Net Revenue to be C | Collected | | | | | - | \$628,205.00 | - | | | | \$66,000.00 | - | | | | | |

⁽¹⁾ Reflects 2 (two) Series 2017 prepayments and 5 (five) Series 2013 prepayments.

⁽²⁾ Reflects the number of total lots with Series 2017, Series 2013A-1 and Series 2013A-2 debt outstanding.

(3) Annual debt service assessment per lot adopted in connection with the Series 2017, Series 2013A-1 and Series 2013A-2 bond issues. Annual assessment includes principal, interest, Brevard County collection costs and early payment discounts.

(4) Annual assessment that will appear on November 2021 Brevard County property tax bill. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).